



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING -

2ND REVISED

AGENDA

Virtual Meeting
Wednesday, July 07, 2021 at 7:00 PM

EXECUTIVE SESSION OF THE CITY COMMISSION:

To immediately follow the regular meeting of the City Commission.

- i. PURSUANT TO ORS 192.660(2)(i): To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.

VIRTUAL MEETING OF THE CITY COMMISSION

The public is strongly encouraged to relay concerns and comments to the Commission in one of three ways:

- *Email at any time up to 12 p.m. the day of the meeting to recorderteam@orc.org.*
- *Phone call (Monday – Friday, 8 am – 5 pm) to 503-496-1505, all messages will be relayed and/or citizens can register to provide over-the-phone testimony during the meeting.*
- *Mail to City of Oregon City, Attn: City Recorder, P.O. Box 3040, Oregon City, OR 97045*

- 1. CONVENE MEETING AND ROLL CALL**
- 2. FLAG SALUTE**
- 3. CEREMONIES AND PROCLAMATIONS**
- 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. PRESENTATIONS**
- 6. ADOPTION OF THE AGENDA**
- 7. 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.

- [7a.](#) Update on Resolution No. 21-32, Authorizing the Use of Tree Mitigation Funding for the Tree Recovery Program in Response to the 2021 Winter Storm Damage
- [7b.](#) Resolution No. 21-34, Vacating a Section of Public Sanitary Sewer Easement at 11837 Skellenger Way
- [7c.](#) Resolution No. 21-36, Reactivation of the Oregon City Arts Commission
- [7d.](#) Local Agency Agreement with the Oregon Department of Transportation for the Beavercreek Road ARTS Project
- [7e.](#) Purchase of Panasonic Toughbook Computers, Warranty, Docking Stations, and Car Adapters from ExtenData Solutions
- [7f.](#) Five-year Agreement with Axon Enterprise, Inc. for Body-worn Cameras and Associated Hardware, Analytical Software, Training, and Digital Evidence Storage
- [7g.](#) Metro Community Enhancement Grant Agreements for 2021-2022
- [7h.](#) Intergovernmental Agreement with Metro Continuing the Community Enhancement Grant Program
- [7i.](#) State of Oregon Price Agreement with Professional Credit Service (PCS) for Accounts Receivable Management/Debt Collection
- [7j.](#) Three-year Disaster Recovery Services Contract with ThinkGard
- [7k.](#) Three-year Ransomware and Threat Protection Solution Contract with DarkTrace
- [7l.](#) Recommendation Letter for the Appointment of Rachel Lyles Smith to the Governor's Willamette Falls Locks Commission
- [7m.](#) Minutes of the May 5, 2021 Regular Meeting
- [7n.](#) Minutes of the May 24, 2021 City Commission Special Work Session
- [7o.](#) Minutes of the June 2, 2021 Regular Meeting
- [7p.](#) Minutes of the June 8, 2021 Work Session

8. PUBLIC HEARINGS

- [8a.](#) Resolution No. 21-35, Adopting a Methodology, Project List, Amounts for the City's Stormwater System Development Charges and Establishing Effective Dates and

Repeals Resolution No. 04-47

9. GENERAL BUSINESS

- [9a.](#) Resolution No. 21-18, Establishing a Minimum Equivalent Residential Unit Monthly Rate to be Charged for Stormwater Service Provided to Customers Served by Oregon City's Stormwater System
- [9b.](#) First Reading of Ordinance No. 21-1011, Amending the Oregon City Municipal Code Chapter 15.28 and Establishing a Public Art Mural Program (Legislative File LEG-21-00002)
- [9c.](#) Second Reading of Ordinance No. 21-1010, amending Oregon City Municipal Code Chapter 3.20 – Reimbursement Districts.
- [9d.](#) 2021 – 2023 City Commission Biennium Goals and Strategies

10. COMMUNICATIONS

City Manager

Commissioners

Mayor

11. ADJOURNMENT

PUBLIC COMMENT GUIDELINES

Complete a Comment Card prior to the meeting and submit it to the City Recorder. When the Mayor/Chair calls your name, proceed to the speaker table, and state your name and city of residence into the microphone. Each speaker is given three (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.

ADA NOTICE

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

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

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



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 07/07/2021
From: Community Development Director Laura Terway

SUBJECT:

Resolution No. 21-32, Authorizing the Use of Tree Mitigation Funding for the Tree Recovery Program in Response to the 2021 Winter Storm Damage

STAFF RECOMMENDATION:

Approve Resolution No. 21-32.

EXECUTIVE SUMMARY:

The damage from the February 2021 ice storm was extensive, resulting in widespread tree loss throughout Oregon City. The City's goal is to work toward restoring our lost tree canopy and supporting our existing canopy through a Tree Recovery Program. The City recognizes the burden that the ice storm and COVID-19 has placed on the community and directs \$200,000 towards tree recovery throughout our community. The program also includes waiving the vast majority of tree removal code compliance for trees removed between February and October 2021 as a result of ice storm damage.

Attachments for this item include Resolution 21-32 authorizing the waiver of code compliance requirements and the spending associated with the Tree Recovery Program, a summary of the Tree Recovery Program, and draft content for our public outreach efforts.

BACKGROUND:

The damage from the February 2021 ice storm was extensive, resulting in widespread tree loss throughout Oregon City. The City's goal is to work toward restoring our lost tree canopy and supporting the existing canopy through a Tree Recovery Program. The City recognizes the burden that the ice storm and COVID-19 has placed on the community and directs \$200,000 towards tree recovery throughout our community. The program also includes waiving the vast majority of tree removal code compliance for trees removed due to storm damage between February and October 2021 and streamlining the process when review is required. The Resolution further exempts the

City's tree removal policy from February to July and in certain locations until October with alternative standards and review.

TREE REPLANTING AND PRESERVATION EFFORTS

Planting up to 415 trees in the right of way and in front yards through our typical tree planting program. Trees planted on private property would not require recording a covenant. Anticipated price: \$145,000

Replacement of approximately 35 trees along main corridors in tree wells and medians. Including removal and stump grinding of dead trees. Anticipated price combining tree funds with public works funds: \$30,000

Pruning/Community tree workshops. Community tree workshop/Ask the Expert event for the community to ask questions, sign up for a tree, fulfill permitting requirements, and learn about tree species selection. The pruning would be on smaller trees (less than 8 years old or 6" in caliper) and would be done from the ground. Anticipated price for two workshops: \$15,000

Arborist advice and consultations for trees greater than 18" in diameter. The City will hire arborists to provide tree assessments on a first come, first served basis. Anticipated price: \$15,500

Tree vouchers for property owners who face replacement requirements – see code compliance section. Anticipated price: \$2,500

Tree Inventory. The Natural Resources Committee (NRC) will initiate a coordinated effort for a city wide, crowd-sourced tree inventory. Anticipated price: \$2,000

Water bill insert and Trail News insert to advertise program. Anticipated price: \$5,000

Update of street tree species list (currently being implemented by the Natural Resources Committee) Anticipated price: \$0

The overall budget for this project is \$215,000, \$200,000 from the tree mitigation fund and \$15,000 of additional funding from Public Works for the tree well tree replacement work.

TREE CODE COMPLIANCE

Resolution 21-32 waives code compliance for a majority of the trees that came down due to the ice storm between February 11, 2021 and October 31, 2021. The resolution includes the following:

Waiver of requirements for tree permitting and replacement for trees that failed or were removed due to the ice storm, provided the trees were not subject to review for compliance with an overlay district.

Waiving the fees and streamlining the process for trees subject to an overlay district review. Simplify replacement requirements and create a single application form for all property owners to fill out.

Waiving the requirements and process set forth in Resolution 20-33 for ice-storm damaged trees already removed, which identifies additional permitting, notification, and other requirements for removal of significant trees by a City Department. Resolution 20-33 is also waived for trees removed due to ice storm damage within Waterboard Park, Singer Creek Park, and the Mountain View Cemetery until December 31, 2021. Public notice of these tree removals will be posted on a City webpage and a written summary of the tree removal will be provided to the City Commission.

Attachments for this item include a resolution authorizing the waiver of code compliance requirements and the spending associated with the Tree Recovery Program, a summary of the Tree Recovery Program, and draft content for our public outreach efforts, the first of which is a utility bill insert in July.

OPTIONS:

1. Approve the Resolution
2. Do not approve the Resolution and provide direction to staff on alternatives

BUDGET IMPACT:

Amount: \$215,000

FY(s): 2021-2022 and 2022-2023

Funding Source(s): \$200,000 Tree Mitigation Fund / \$15,000 Public Works Street Fund

RESOLUTION NO. 21-32

A RESOLUTION AUTHORIZING THE USE OF TREE MITIGATION FUNDING FOR A TREE RECOVERY PROGRAM AND AMENDING TREE CODE COMPLIANCE FOR TREES LOST TO THE FEBRUARY 2021 WINTER STORM

WHEREAS, a severe weather event occurred in the City of Oregon City on Friday and Saturday February 12-13, 2021, consisting of a major winter storm that brought significant snow and icefall to the City; and

WHEREAS, the damage from the winter storm was extensive, resulting in widespread tree loss throughout Oregon City; and

WHEREAS, City Commission recognizes the burden that the ice storm and COVID-19 has placed on the community; and

WHEREAS, the City has adopted authority governing the exercise of emergency powers in Chapter 2.52 of the Oregon City Municipal Code (OCMC) pursuant to the authority granted by the City Charter and ORS Chapter 401; and

WHEREAS, the City is obligated to meet the Statewide planning program requirements related to the Natural Resource Overlay District, the Willamette River Greenway District, and Geologic Hazard Overlay District; and

WHEREAS, the City has a tree mitigation fund that is dedicated to improving the tree canopy throughout the City; and

WHEREAS, the City adopted a policy for removal of significant trees by the City through Resolution No. 20-33.

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

Section 1. The City waives requirements for tree code compliance for trees that failed or were removed due to the ice storm between February 11, 2021 and October 31, 2021 due to ice storm damage, provided the trees were not subject to review for compliance with an overlay district per Attachment A.

Section 2. For trees removed due to the ice storm within overlay districts between February 11, 2021 and October 31, 2021, the code compliance process is streamlined and simplified, and permit fees are waived per Attachment A.

Section 3. For significant trees removed by a city department due to the ice storm within overlay districts between February 11, 2021 and July 7, 2021, the City waives requirements of Resolution No. 20-33. Resolution No. 20-33 is also waived for trees removed due to ice storm damage within Waterboard Park, Singer Creek Park, and the Mountain View Cemetery until December 31, 2021. Public notice of these tree removals will be posted on a City webpage and a written summary of the tree removal will be provided to the City Commission per Attachment A.

Section 4. The City dedicates \$200,000 of tree mitigation funding to a Tree Recovery Program, which includes the planting of up to 450 trees, tree maintenance and education, and tree risk assessment services per Attachment A.

Section 5. This resolution is effective immediately upon its adoption.

Approved and adopted at a meeting of the City Commission held on the 7th day of July 2021.

RACHEL LYLES SMITH,
Mayor

Attested to this 7th day of July 2021:

Approved as to legal sufficiency:

Kattie Riggs, City Recorder

City Attorney

Attachment A: Tree Recovery Program, Restoring Tree Canopy Damage from the 2021 Ice Storm



Tree Recovery Program

Restoring Tree Canopy Damage from the 2021 Ice Storm

Program Summary: Implemented over the 2021-2023 Biennium

TREE REPLANTING AND PRESERVATION EFFORTS

- Planting. Planting up to 415 trees in the right of way and in front yards through our typical tree planting program. Trees would be planted primarily within the public right-of-way, within the front yard of private properties (without a covenant), or on City property. Trees will be allocated on a first come basis, with those who self-reported trees to the City first in line. Additional spaces will be considered if the program is unable to utilize the trees allocated. Anticipated price: \$145,000
- Planting in Tree Wells. Replacement of approximately 35 trees along main corridors in tree wells and medians. Including removal and stump grinding of dead trees. Anticipated price: \$15,000 from the tree mitigation fund and \$15,000 from Public Works
- Pruning Event and/or Ask the Expert/Community Tree Workshops. Community tree workshop/Ask the Expert event for the community to ask questions, sign up for a tree, fulfill permitting requirements, and learn about tree species selection. The pruning would be on smaller trees (less than 8 years old or 6" in caliper) and would be done from the ground. Anticipated price for two workshops: \$15,000
- Arborists. Arborist advice and consultations for trees greater than 18" in diameter. The City will hire arborists to provide tree assessments on a first come, first served basis. Anticipated price: \$15,500
- Tree Vouchers. Tree vouchers for property owners who face replacement requirements due to a tree failure or removal within an overlay district. The City would provide vouchers for appropriate tree species with a minimum size of 0.5" caliper. Anticipated price: \$2,500
- Tree Inventory. The Natural Resources Committee (NRC) will initiate a coordinated effort for a city wide, crowd-sourced tree inventory. Staff from Oregon Community Trees and the Oregon Department of Forestry – Urban and Community Forest program would provide technical support. The City's GIS staff would create a program which allows NRC members and the community at large to take pictures of trees and answer a series of questions to allow a collection of data about the City's existing tree canopy. The data could include tree locations, species, size, as well as the location of dead and dying trees. The City could potentially work with Clackamas Community College for additional assistance. Some funding could be dedicated to advertisement, or it could be paired with other programs such as the tree giveaway. Anticipated price: \$2,000.
- Advertisement of Program. Water bill insert and Trail News insert to advertise program. Anticipated price: \$5,000

The overall budget for this project is \$215,000, with \$200,000 from the tree mitigation fund and \$15,000 from Public Works for the tree well tree replacement work.

OTHER EFFORTS

The following efforts may be grant-funded or coordinated internally with partners such as Metro, Clackamas Community College, the Natural Resources Committee, Watershed Councils, etc. Details of each are TBD.

- Ivy removal efforts in parks and city-owned property
- Update of street tree species list (currently being implemented by the Natural Resources Committee)

TREE CODE COMPLIANCE

Resolution 21-32 waives code compliance for trees that came down due to the ice storm through October 31, 2021 pursuant to declaration of emergency for ice storm. The resolution includes the following:

- Waiver of requirements for tree permitting and replacement for trees that failed or were removed due to the ice storm, provided the trees were not subject to review for compliance with an overlay district. Trees must have been removed between February 11, 2021 and October 31, 2021 due to ice storm damage.
- Waiving the fees and streamlining the process for trees subject to an overlay district review. Simplify replacement requirements and create a single application form for all property owners to fill out. The number of replacement trees is identified in the table below.

Streamlined Overlay Zone Tree Replacement Requirements

Description of Tree Removed	Number of Trees to be Replanted (native species only)
Tree removed in NROD, Geologic Hazard, or Historic Overlay	One ½" caliper tree per tree removed
Tree removed in Willamette River Greenway compatibility area (within 150 feet of Ordinary High Water line)	1" caliper for every 6" DBH
Tree removed in the floodplain or in the Willamette River Greenway but outside of the compatibility area	None

Trees located in multiple overlapping overlays would utilize the NROD or WRG replanting requirements only.

Each application will be posted online, rather than be subject to the notification processes identified in the code, and application fees will be waived. The City reserves the right to require full mitigation per code in extreme or hazardous circumstances where severe environmental damage, erosion or slope stability is a concern. If there is insufficient space to replant trees onsite, staff could direct the extra plantings (or funding therefore) to city property or parks.

- Streamlining the requirements and process of removal of trees on City property set forth in Resolution 20-33, which identified additional permitting, notification, and other requirements for City removal of significant trees. Numerous trees in City-owned properties fell or became hazardous and had to be removed after the storm. Though the replacement for these trees is waived except for overlay zones as described above, the policy requires consideration of alternatives to removal, additional permitting and notification, as well as City Commission review for large trees, reuse of wood as feasible, and changes to some mitigation plantings. Staff has inventoried the trees removed to the extent practicable. Resolution 20-33 is waived between February 11 and July 7, 2021 for trees that fell or had to be removed. Resolution 20-33 is also waived for trees removed due to ice storm damage within Waterboard Park, Singer Creek Park, and the Mountain View Cemetery until December 31, 2021. Public notice of these tree removals will be posted on a City webpage and a written summary of the tree removal will be provided to the City Commission. Tree replacement will be done in overlay zones as set forth in the table above.

CONTENT FOR UTILITY BILL INSERT

This information will be formatted and edited for a utility bill insert in July 2021

The damage from the February 2021 ice storm was extensive, resulting in widespread tree loss throughout Oregon City. Oregon City's goal is to work toward restoring our lost tree canopy through a Tree Recovery Program. The City Commission recognizes the burden that the ice storm and COVID-19 has placed on the community and has directed \$200,000 towards tree recovery throughout our community.

If you lost street or non-residential trees due to ice storm

If you lost trees due to the ice storm, the Commission is waiving most formal street tree and non-residential tree removal permits through October 30, 2021. By submitting your information through [this online form](http://bit.ly/OCtreewaiver) <http://bit.ly/OCtreewaiver> before October 30, the City will add you to a list of properties where street tree removal permits are not required. The waiver will apply to trees that came down or had to be removed due to ice storm damage between February and October 2021.

There are a small number of exceptions where the City is not able to waive tree permits and replacement requirements. Trees in overlay zones (i.e. environmental overlays) will be required to be replaced. However, the City Commission intends to make the process as streamlined as possible and to help property owners find and pay for new trees. If a tree you have submitted needs replacement, staff will follow up over the summer. The streamlined replacement process will also be posted on the City's webpage <http://bit.ly/OCtreewaiver>.

The City will continue to sponsor tree planting efforts throughout our community, and those who submitted their information online will be first in line for a replacement street tree or front yard tree.

If you would like to replant trees on your own, be sure to consult our [street tree species list and placement requirements](https://www.orcity.org/planning/how-remove-and-replace-public-street-tree) <https://www.orcity.org/planning/how-remove-and-replace-public-street-tree>, or, for trees in your yard, the [Arbor Day Foundation has a helpful guide](https://bit.ly/3w3lQGF) <https://bit.ly/3w3lQGF> for tree species selection and planting. We recommend planting October through April, and not during the summer.

If you have damaged trees due to ice storm

If your tree(s) is still standing and you need arborist advice, the City may be able to assist you. Please email trees@orccity.org or calling 503-722-3789 if you would like to request a risk assessment for your tree to find out if it is likely to survive and not become a safety hazard. Note that pruning or removal services are not being offered, this is for assessment only.

If you submitted information about a tree on city property, and it has not yet been addressed, please email Public Works Operations Manager Vance Walker at vwalker@orccity.org

Tree care and pruning informational videos can be found on the [Arbor Day Foundation website](#).

RESOLUTION NO. 20-33

A RESOLUTION ADOPTING A POLICY FOR ADDITIONAL PERMITTING, NOTIFICATION AND OTHER REQUIREMENTS FOR REMOVAL OF SIGNIFICANT CITY TREES

WHEREAS, the City recognizes the importance of preserving significant trees located on City property or within the public right-of-way; and

WHEREAS, the City has regulations in the Oregon City Municipal Code regarding tree removal; and

WHEREAS, the City does not have an internal policy with the process for considering if significant trees should be removed; and

WHEREAS, the City does not have a process for public notification for the removal of large trees; and

WHEREAS, the City does not have a process for reuse of large timber; and

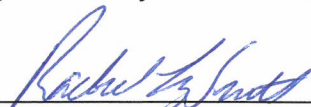
WHEREAS, the proposed Policy for Additional Permitting, Notification, and Other Requirements for Staff Removal of Significant City Trees clearly articulates an internal process for removal of significant trees which includes public notification, and other requirements important to the City Commission.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The Oregon City Commission hereby adopts Exhibit A, Policy for Additional Permitting, Notification, and Other Requirements for Staff Removal of Significant City Trees.

Section 2. This resolution shall become effective 30-day after adoption in order to allow sufficient time to alter the City's website to effectuate notice as set forth in the Policy.

Approved and adopted at a regular meeting of the City Commission held on the 4th day of November 2020.



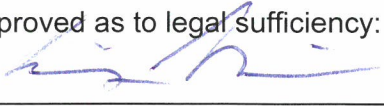
RACHEL LYLES SMITH,
Commission President

Attested to this 4th Day of November 2020



Kattie Riggs, City Recorder

Approved as to legal sufficiency:



City Attorney

Exhibits:

- A. Policy for Additional Permitting, Notification, and Other Requirements for Staff Removal of Significant City Trees



ADDITIONAL PERMITTING, NOTIFICATION AND OTHER REQUIREMENTS FOR STAFF REMOVAL OF SIGNIFICANT CITY TREES

The purpose of this policy is to reduce unnecessary tree removal by the City and provide public notification and other best practices when such removal occurs.

Step 1. Determine Applicability of the Policy

This policy applies to City removal of trees:

- On City or Urban Renewal owned property; or
- Within the right-of-way.

The process does not apply to the public removal of City trees, such as street trees.

The following policy is limited to trees which meet or exceed the minimum size in the table below. The policy does not apply for trees which do not meet these minimum size thresholds.

Common Name	Species	Minimum Size (d.b.h)*
Oregon White Oak	Quercus garryana	8"
Fir	Pseudotsuga menziesii	18"
Western Red Cedar	Thuja plicata	12"
Ponderosa Pine	Pinus ponderosa	12"
Western Yew	Taxus brevifolia	6"
Douglas Pacific Dogwood	Cornus nuttallii	5"
Coastal Redwood	Sequoia sempervirens	12"
Giant Sequoia	Sequoiadendron giganteum	12"
Pacific Madrone	Arbutus menziesii	5"
Other deciduous tree species		20"
Other evergreen trees		18"

**d.b.h = Diameter at breast height, means a measurement of the trunk or stem diameter of a mature tree at a height four and one-half feet above the ground level at the base of the tree.*

Step 2. Exemptions

Trees which meet any of the following situations are exempt from the policy:

1. Trees within habitat restoration areas. The habitat restoration project must have been approved by the Planning Division through the appropriate land use process.
2. Trees within or abutting water quality facilities.
3. Trees which are on the [Oregon City Nuisance Plant List](#) or otherwise classified as invasive or problem species in the region¹.

¹ Includes official noxious weed priority list as designated by the Oregon State Weed Board (OSWB) or the Clackamas Soil and Water Conservation District WeedWise Program.

4. **Imminent Hazard Trees.** Imminent hazard trees, as defined in OCMC 17.04.1370 may be removed without notification before a permit is obtained due to the necessity to respond to the hazard and restore public safety as soon as possible. Examples include if the tree has fallen across the roadway or if it is leaning significantly due to a heavy windstorm and likely to fall within the next 72 hours, or when a tree is damaged by a vehicle collision. A determination of imminent hazard is made in the field by the City of Oregon City Public Works, or emergency personnel, a forester, or a certified arborist. Permits shall be obtained after the imminent hazard has been removed and any applicable replacement requirements shall be followed. The responding personnel shall provide details of the tree species, size and condition to the extent practicable. Photos and documentation of the hazardous conditions shall be provided with the permit application for tree removal to verify the tree was hazardous, but arborist reports would not be required.

17.04.1370 - Tree, imminent hazard.

"Imminent hazard tree" means a hazardous tree as defined in OCMC 12.32.020, all or more than thirty percent of which has already fallen or is estimated to fall within seventy-two hours into the public right-of-way or onto a target that cannot be protected, restricted, moved, or removed.

Step 3. Consideration of Alternatives to Removal

The department most responsible for the tree shall document the tree location, size, and species (if known), the reason for removal, and alternatives considered in a written justification memo. The memo will be reviewed by a department manager, who will send the memo to a third party (an arborist or a staff assessment team) for review. All trees over 40 inches d.b.h must be reviewed by a certified arborist. For trees 40 inches d.b.h or smaller, the department may choose to send the justification memo to either:

- **Option #1: A Certified Arborist**
A certified arborist will analyze each tree proposed for removal and document the findings in a written report. The report will contain an analysis of alternatives to removal including a rough estimate of approximate general cost and practicality of each alternative.
- **Option #2: Staff Assessment**
A group of staff including a minimum of two people from Public Works and Parks and one person from Planning who will analyze each tree proposed for removal and document the findings in a written conclusion memo. Staff with experience or an educational background in forestry or tree management is preferred. The memo must be authored by a staff member not in the department responsible for the tree and will contain an analysis of alternatives to removal including a rough estimate of approximate general cost and practicality of each alternative.

Step 4. Submit a Permit for Removal of a Public Tree

A permit is generally always required to assure adequate mitigation for any tree the City is going to remove. However, if the tree meets the specifications of this policy, additional public notice will be required. The purpose of the notice is to inform the public of the proposal and direct them to a city website where they may review the application, arborist report or internal conclusion memo, and contact the applicant with any questions or concerns. Permits for public tree removal will not be issued until the notice period is complete.

Step 5. Notice of Tree Removal

Upon receipt of a permit application in Step 4, the Planning Division will administer the following notices:

- **Website Notice**
Notice of all proposed removal of heritage eligible trees will be posted to a city website. The public as well as the City Commission, PRAC, NRC, CIC, Neighborhood Associations, etc. will have the ability to subscribe to the website to receive notifications each time a new posting occurs. The website notice will include copies of the permit application form, the arborist report (if applicable), and the internal panel memo.
- **Physical Notice**
A physical notice is also required to be posted on the tree proposed for removal for a minimum of 14 calendar days. This period is intended to provide an opportunity for the public to contact the applicant with questions and comments about the proposed tree removal. Notices shall be provided by the Planning Division on 8.5 X 11 laminated paper with the words "NOTICE OF PROPOSED TREE REMOVAL" in bold, 48-point font and the website where the public may download the permits, arborist reports and associated documentation. Notices shall be tied to the tree with twine or wire. No screws or nails shall be used. The notice will be created by the Planning Division, but will be placed and monitored by the department proposing removal.

If there remain unresolved questions or concerns regarding the proposed tree removal after the public notice, the removal shall be referred to the City Manager for further review. The City Manager may decide to move forward with the tree removal or cease the tree removal process.

City Commission Approval for City Owned Trees Over 40 inches D.B.H

Trees greater than 40" d.b.h. shall be placed on a City Commission consent agenda and notification will be sent to the Natural Resources Committee, Parks and Recreation Committee, and the Transportation Advisory Committee. The City Commission may decide to move forward with the tree removal or cease the tree removal process.

Additional Requirements

The following shall also apply.

- **Reuse of the Wood for City-Owned Trees 25 Inches or Greater**
Trees proposed for removal which are subject to this policy, free from infestation, and 25 inches d.b.h. or greater, shall be repurposed for use by the City and/or public if feasible. Depending on the quality of the wood, it may be utilized for environmental enhancement, furniture or crafts. The Natural Resources Committee recommends that in natural areas and next to streams, leaving large woody debris in place may help to improve fish and wildlife habitat, and that the use of wood for firewood should be allowed only if the wood cannot be repurposed any other way (e.g. cottonwood).
- **Large Tree Mitigation.**
Trees proposed for removal that are 50 inches or greater d.b.h. shall be mitigated with tree plantings within the city limits. No fee-in-lieu is allowed.
- **Establishment of an Annual Budget for Supporting Fund**
The policy above includes provisions which will have unfunded financial impacts to the City. A fund dedicated to arborist reports, supporting tree retention with use of alternatives to tree

removal (such as meandering a sidewalk) and putting the wood of a removed tree to use will be established for the Parks and Recreation Department as well as Public Works.



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Public Works Director John M. Lewis, PE

Agenda Date: 07/07/2021

SUBJECT:

Resolution No. 21-34, Vacating a Section of Public Sanitary Sewer Easement at 11837 Skellenger Way

STAFF RECOMMENDATION:

Approve Resolution No. 21-34 authorizing the vacation of a section of public sanitary sewer easement at 11837 Skellenger Way.

EXECUTIVE SUMMARY:

An application was received for the vacation of a section of public sanitary sewer easement at 11837 Skellenger Way. The easement on this property was put in place to serve the use, maintenance, and access of a public sanitary sewer main that crosses onto the property. However, the section of the easement that is the subject of the application is not serving a public sanitary sewer main and will not serve one in the future.

Public Works supports vacation of the easement section as the section is not serving the intended purpose. Vacation is in the best public interest due to the lack of utility of the easement section for its purpose of serving current or future utilities and their access. Public Works recommends approval of this resolution to vacate the easement section.

BACKGROUND:

In May 2021, the property owner of 11837 Skellenger Way applied for vacation of a section of public sanitary sewer easement along their southeastern property boundary. See Exhibit A – Easement Vacation Application. The entire easement lies along the eastern property boundary and was put in place as part of the Westling Farm Subdivision (City Planning File No. TP 94-02) to serve a public sanitary sewer main that crosses onto the property. The application states that the easement is in an existing neighborhood and that there is no sewer infrastructure that is currently in conflict with the vacation. The application states that the portion of sanitary sewer easement that will

remain in place with approval of this vacation encompasses the existing sanitary sewer main for use, maintenance, and access. The application states that the vacation will have no effect on the public or adjacent property owners. The application states that adjacent property owner consent is not required as no adjacent properties will be affected.

Public Works staff determined that these statements are correct. Staff have determined that the easement section is not used currently, nor will it be in the future for its designed purpose for sanitary sewer infrastructure placement, maintenance, or access. Staff have determined that the proposed vacation is in the best public interest based on the easement section lacking utility for its designed purpose. For these reasons and the reasons specified by the applicant, easement section vacation is approved by Public Works.

In general, a vacation shall be granted only if all the following conditions exist:

1. There is no present or future public need for the street, alley, or easement.
2. The vacation is in the best public interest.
3. There would be no impacts to adjacent properties.
4. Consent of adjacent property owners when appropriate.

In this case, the City has no present or future need for the easement section; the vacation is in the public's best interest; the vacation has no impact on adjacent properties; and the adjacent properties do not need to consent to the vacation. Therefore, the conditions have been met.

The applicant has provided a legal description and depiction for the easement section to be vacated. See Exhibit B – Legal Exhibits.

City policy allows for vacations of easements by the passing of a Resolution by the City Commission; therefore, approval of this resolution will result in the vacation of this easement. An easement quitclaim will be recorded at Clackamas County Recording Office on the property. See Exhibit C – Easement Quitclaim.

OPTIONS:

1. Approve Resolution No. 21-34 to allow vacation of the public sanitary sewer easement section at 11837 Skellenger Way.
2. Deny Resolution No. 21-34. If the Commission chooses to deny the Resolution, staff respectfully requests direction on how to proceed.

RESOLUTION NO. 21-34

A RESOLUTION VACATING AN UNUSED PORTION OF PUBLIC SANITARY SEWER EASEMENT ON 11837 SKELLENGER WAY

WHEREAS, the owner of 11837 Skellenger Way has applied for a vacation of a portion of the public sanitary sewer easement (hereinafter called "EASEMENT"); and

WHEREAS, the EASEMENT on property legally described as 3172 Westling Farm Lot 1 is legally described in Exhibit A and depicted in Exhibit B; and

WHEREAS, the EASEMENT on the subject property was purposed solely for City use and maintenance of a public sanitary sewer main line that crosses onto the property; and

WHEREAS, the EASEMENT does not contain any portion of sanitary sewer main line; and

WHEREAS, Oregon City Public Works staff have determined that the proposed vacation is in the best public interest based on the EASEMENT portion lacking utility for its designed purpose of allowing ongoing use and maintenance of the sanitary sewer main line; and

WHEREAS, the portion of the EASEMENT has been approved to be vacated by Public Works; and

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The City Commission of the City of Oregon City hereby vacates that portion of public sanitary sewer easement as legally described in Exhibit B and marked thereon as "Sanitary Sewer Easement to Be Vacated".

Section 2. 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 7th day of July, 2021.

RACHEL LYLES SMITH
Oregon City Mayor

Attested to this 7th day of July, 2021:

Approved as to legal sufficiency:

Kattie Riggs, City Recorder

City Attorney



OREGON CITY

Public Works – Development Services

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

APPLICATION STREET/ALLEY VACATION

Property Owner/Authorized Agent Anthony J. Bottger
Address 11837 Skellenger Way, Oregon City, OR 97045
Telephone 503-665-1928 Location of Property to be Vacated 11837 Skellenger Way,
Oregon City, OR 97045

Note: Legal description of property must be attached for street vacations. The application shall be accompanied by a fully dimensioned accurate and legible site plan, drawn to scale.

Reason for Street/Alley/Easement Vacation and Proposed Use For the construction of a permitted RV carport
Vacate 72.48' from the front property line of the sewer easement, retaining 20' from the rear property line of the
existing easement.

A vacation shall be granted only in the event that all of the following conditions exist:

- a. There is no present or future public need for the street, alley, or easement.
- b. The vacation is in the best public interest.
- c. There would be no impacts to adjacent properties.
- d. Consent of adjacent property owners when appropriate.

Explain how proposed vacation complies with these four conditions:

a. The portion of the sanitary sewer easement to be vacated is in an existing neighborhood and there is no sewer
pipes or structures in the portion that would be vacated.

b. & c. This is a sanitary sewer easement in place for the city sewer department maintenance and it's on private
property. The vacation of this portion of the easement will have no effect on the general public or
adjacent property owners.

d. N/A

(Attach addendum, if additional space is needed).

INSTRUCTIONS FOR COMPLETING VACATION APPLICATIONS

1. All applications must be either typed or printed (black ink). Please make the words easily readable. Neatness is important.
2. The application must be submitted with the correct fee.
3. If you mail in the application, please verify with the Development Services Division to ensure that it was received and that all necessary fees and information are with the application form.
4. If you wish to modify or withdraw the application, you must notify the Development Services Division in writing. Additional fees may be charged if the changes require new public notice and/or if additional staff work is necessary.
5. Attach all the information with the application form that you have available that pertains to the activity you propose.
6. Prior to submitting the application, you must make an appointment to discuss your proposal with a member of the Development Services Division. If you wish, Development Services personnel will advise you in completing some portions of the application; however, the entire burden is upon the applicant to provide necessary information to justify approval of the application.
7. Detailed legal descriptions, maps, and other relevant information should be attached to the application form and will be available for public review. All applicable standards and criteria must be addressed prior to acceptance of the application. The content of the attached information should be discussed with the City Engineer prior to submission of the application.
8. Incomplete applications will be returned.

APPLICANT'S NAME & SIGNATURE: Anthony J. BottgerMAILING ADDRESS: 11837 Skellenger Way, Oregon City, OR 97045 503-665-1928
City State Zip Phone No.

ABUTTING PROPERTY OWNER'S NAME & SIGNATURE: _____

MAILING ADDRESS: _____
City State Zip Phone No.

ABUTTING PROPERTY OWNER'S NAME & SIGNATURE: _____

MAILING ADDRESS: _____
City State Zip Phone No.

ABUTTING PROPERTY OWNER'S NAME & SIGNATURE: _____

MAILING ADDRESS: _____
City State Zip Phone No.

If the property owner does not sign this application, then a letter authorizing signature
by an agent must be attached.

FOR OFFICE USE ONLY

DATE SUBMITTED: _____

RECEIVED BY: _____

FEE PAID: _____

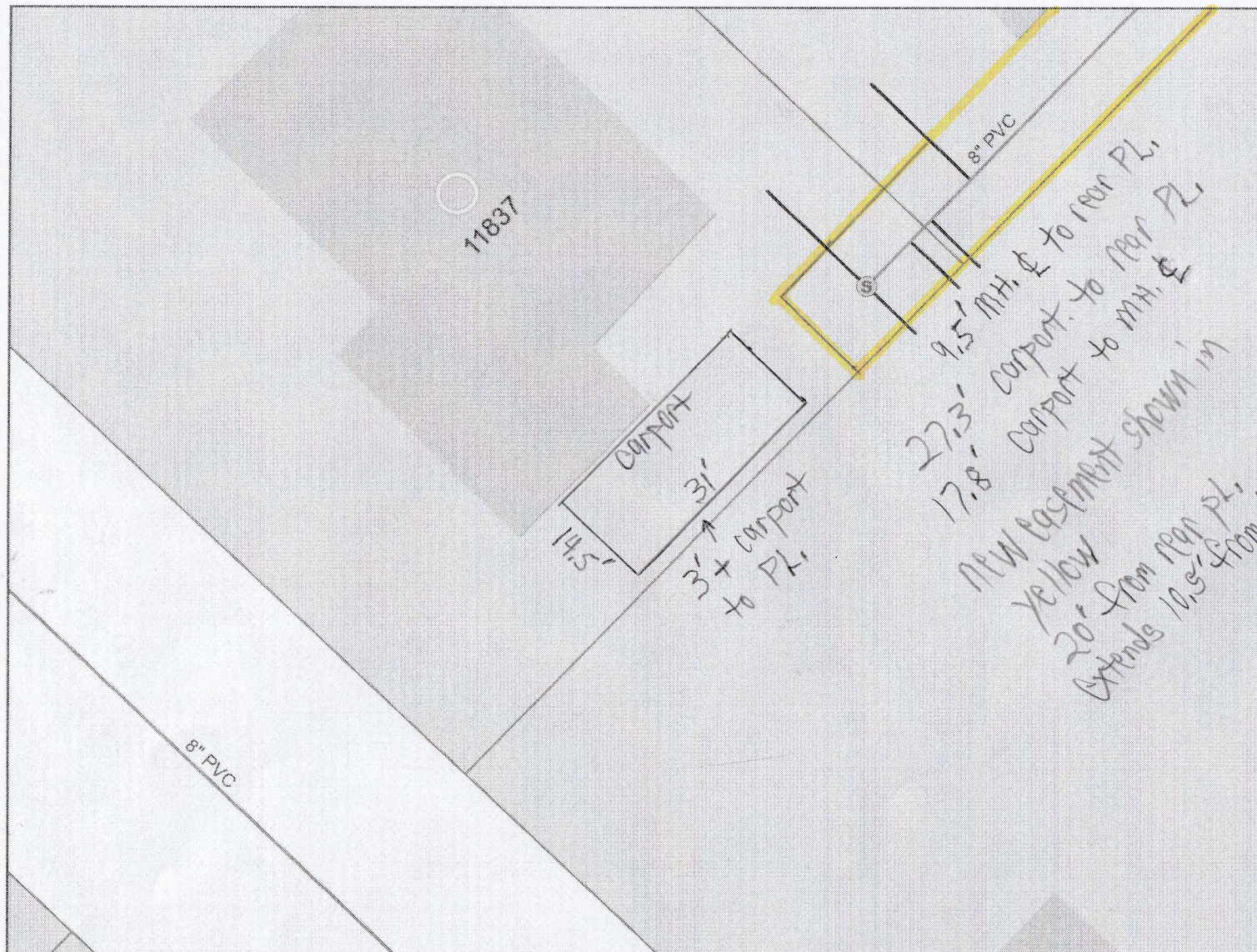
RECEIPT NO.: _____

PUBLIC HEARING DATE: _____

ENGINEER ASSIGNED: _____

DATE ACCEPTED AS COMPLETE: _____

Oregon City GIS Map



Legend

- Street Names
- Taxlots
- Taxlots Outside UGB
- Unimproved ROW
- Sewer Structures (City Owned)
- Sewer Pipes (City Owned)
 - Force Main
 - Gravity Line
 - Outfall
 - Overflow
- Sewer - Laterals
 - Inactive or Abandoned
 - Active
- 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.

Map created 5/19/2021



0 20 40 Feet

1: 240

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



LOT 2

WESTLING FARM

EXISTING 15'
SANITARY SEWER
EASEMENT TO
REMAIN

LOT 1

S46°03'04"E
15.00'15.0' WIDE
SANITARY SEWER
EASEMENT TO
BE VACATEDDOCUMENT NO.
70-04430N46°45'55"W
15.00'POINT OF
BEGINNING
SOUTHERLY
CORNER LOT 1,
WESTLING FARM

SKELLENGER WAY

GRAPHIC SCALE

(IN FEET)
1 INCH = 20 FT.

SIGNED ON: 6-7-2021

REGISTERED
PROFESSIONAL
LAND SURVEYOR

 OREGON
 NOVEMBER 30, 2007
 JAMES BURTON BROWN
 60379

RENEWES: DECEMBER 31, 2021

CLIENT: BOTTGER
 ORIG. DATE: 6-2-2021
 DRAWN BY: MPW
 SHEET No. 1 OF 1

EXHIBIT "B"
EASEMENT VACATION
 CITY OF OREGON CITY, CLACKAMAS COUNTY, OR
 Scale: 1"=20'


CENTERLINE CONCEPTS
 LAND SURVEYING, INC.
 19376 MOLALLA AVE., SUITE 120
 OREGON CITY, OREGON 97133
 PHONE 503.650.0188 FAX 503.650.0189

CENTERLINE CONCEPTS
LAND SURVEYING, INC.

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

Exhibit "A"
Easement Vacation
Legal Description

A Tract of land being a portion of that property described as Lot 1, per the Plat of "Westling Farm", Plat 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 Southerly corner of Lot 1, per the Plat of "Westling Farm", Plat records of Clackamas County, said corner being 25.00 feet North of the centerline of Skellenger Way when measured at right angles; thence along Southwesterly line of said Lot 1, N46°45'55"W, 15.00 feet; thence leaving said line, along the Northwesterly line of that 15.00 foot wide Sanitary Sewer Easement as shown on said Lot 1 of said Plat, N43°56'56"E, 72.67 feet; thence leaving said Northwesterly easement line, S46°03'04"E, 15.00 feet to the Southeasterly line thereof; thence along said Southeasterly line, S43°56'56"W, 72.48 feet to the **POINT OF BEGINNING**.

SIGNED ON: 6-7-2021

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
NOVEMBER 30, 2007
JAMES BURTON BROWN
60379

THROUGH DECEMBER 31st, 2021

AFTER RECORDING RETURN TO:

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

Planning No.: VAC-21-00002

QUITCLAIM DEED

CITY OF OREGON CITY, A MUNICIPAL OREGON CORPORATION, AS GRANTOR, DOES REMISE, RELEASE AND FOREVER QUITCLAIM UNTO ANTHONY J. BOTTGER, GRANTEE (AS WELL AS ITS SUCCESSORS AND ASSIGNS), ALL THE RIGHTS, TITLE, INTEREST, CLAIM OR DEMAND THAT THE GRANTOR MAY HAVE IN THE FOLLOWING:

3172 WESTLING FARM LT 1

LEGAL DESCRIPTION OF PROPERTY

SEE DEPICTION ON ATTACHED **EXHIBIT A** AND **EXHIBIT B**

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

THE TRUE CONSIDERATION FOR THIS CONVEYANCE IS \$0

Dated this _____ day of _____ month, 20____.

City of Oregon City

By: Anthony J. Konkol III, City Manager

STATE OF OREGON, County of Clackamas) ss.

This instrument was acknowledged before me, _____, on _____ day of _____ month, 20____ by **Anthony J. Konkol** who is the **City Manager**.

Notary Public for Oregon

My commission expires: _____

By: John M. Lewis, Public Works Director

STATE OF OREGON, County of Clackamas) ss.

This instrument was acknowledged before me, _____, on _____ day of
_____ month, 20____ by **John M. Lewis** who is the **Public Works Director**.

Notary Public for Oregon

My commission expires: _____

CENTERLINE CONCEPTS
LAND SURVEYING, INC.

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

Exhibit "A"
Easement Vacation
Legal Description

A Tract of land being a portion of that property described as Lot 1, per the Plat of "Westling Farm", Plat 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:

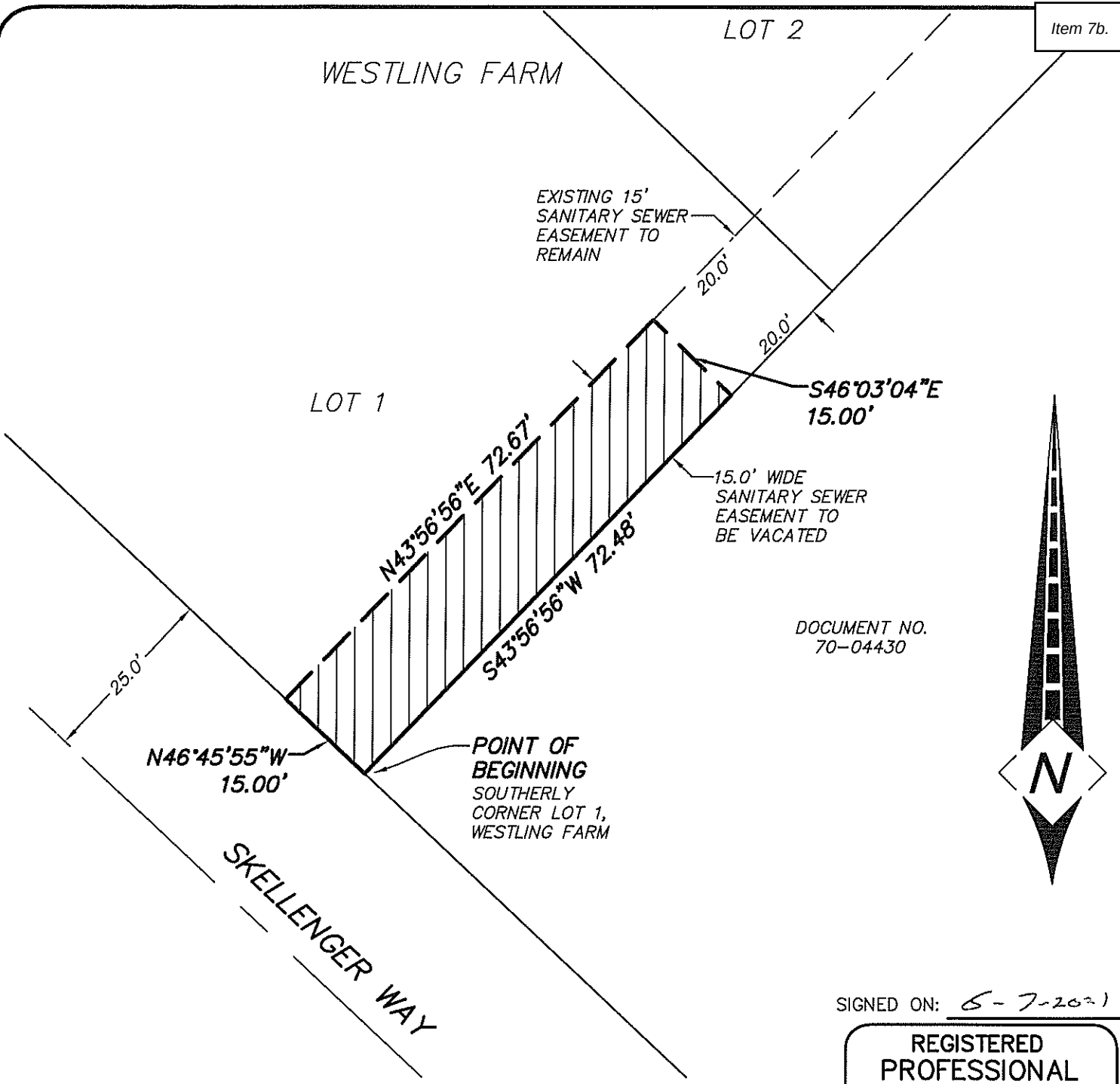
BEGINNING at the Most Southerly corner of Lot 1, per the Plat of "Westling Farm", Plat records of Clackamas County, said corner being 25.00 feet North of the centerline of Skellenger Way when measured at right angles; thence along Southwesterly line of said Lot 1, N46°45'55"W, 15.00 feet; thence leaving said line, along the Northwesterly line of that 15.00 foot wide Sanitary Sewer Easement as shown on said Lot 1 of said Plat, N43°56'56"E, 72.67 feet; thence leaving said Northwesterly easement line, S46°03'04"E, 15.00 feet to the Southeasterly line thereof; thence along said Southeasterly line, S43°56'56"W, 72.48 feet to the **POINT OF BEGINNING**.

SIGNED ON: 6-7-2021

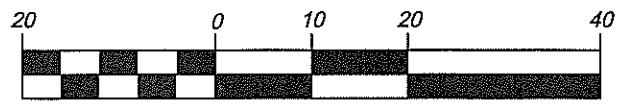


 A handwritten signature in black ink, appearing to read "James Burton Brown".


THROUGH DECEMBER 31st, 2021



GRAPHIC SCALE



(IN FEET)
1 INCH = 20 FT.

SIGNED ON: 6-7-2021

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
NOVEMBER 30, 2007
JAMES BURTON BROWN
60379

RENEWES: DECEMBER 31, 2021

CLIENT: BOTTGER
ORIG. DATE: 6-2-2021
DRAWN BY: MPW
SHEET No. 1 OF 1

EXHIBIT "B"
EASEMENT VACATION
CITY OF OREGON CITY, CLACKAMAS COUNTY, OR
Scale: 1"=20'

CENTERLINE CONCEPTS
LAND SURVEYING, INC.
19376 MOLALLA AVE., SUITE 120
OREGON CITY, OREGON 97131
PHONE 503.650.0188 FAX 503.650.0189



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: City Manager Tony Konkol

Agenda Date: 07/07/2021

SUBJECT:

Resolution No. 21-36, Reactivation of the Oregon City Arts Commission

STAFF RECOMMENDATION:

The approval of Resolution No. 21-36, reactivating the Oregon City Arts Commission and directing staff to beginning the recruitment process.

EXECUTIVE SUMMARY:

The Economic Development Department is seeking to revitalize the Oregon City Arts Commission to provide support for the greater Oregon City arts community and to improve cultural tourism opportunities in Oregon City. With this action, the city will be better positioned to support a proliferation of public art in Oregon City and provide space for greater collaboration within the local arts community. This action has been identified as a need by a broad cross-section of the community and dovetails with one of the Department's tourism strategies, the Arts Treasure Trove.

BACKGROUND:

There is a strong community desire to revitalize the Oregon City Arts Commission to provide greater support and visibility to the Arts in Oregon City. The Oregon City Arts Commission currently exists within the Oregon City Municipal Code Chapter 2.26 and as such, the Economic Development Department proposes publishing a recruitment notice for membership on July 8, 2021. This recruitment would be open for 30 days after which staff would provide applications to the Mayor for review and appointment as per Section 2.26.020 of the Oregon City Municipal Code.

Staff intend to provide outreach to community organizations identified in Oregon City Municipal Code Chapter 2.26 as well as other community organizations who may have an interest in art. It is estimated that the Arts Commission would hold its first meeting in late August or early September.

The duties of the Oregon City Arts Commission are listed in the current administrative code and are attached, along with the current Oregon City Public Art Program Policies and Guidelines; however, it is anticipated that this body would soon accept responsibility for approval of Public Art Mural permits. It is understood that the full list of roles and duties for which the Arts Commission is responsible for may change if the new Arts Commission desires.

The Economic Development Department would be responsible for providing a staff liaison to this Commission as well as providing administrative support.

OPTIONS:

1. Approve Resolution No. 21-36 and direct staff to begin the recruitment process.
2. Provide changes and approve Resolution No. 21-36 as amended.
3. Deny Resolution No. 21-36 and provide staff direction.

RESOLUTION NO. 21-36

A RESOLUTION REACTIVATING THE OREGON CITY ARTS COMMISSION AS PROVIDED IN THE OREGON CITY MUNICIPAL CODE TITLE 2, CHAPTER 2.26 ARTS COMMISSION

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

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

WHEREAS, several organizations already existing in Oregon City, including the Three Rivers Artist Guild, Art in Oregon Center, the Clackamas Community College, the Oregon City Schools and the Clackamas County Arts Alliance, are active in the arts and provide leadership to the community on arts related matters; and

WHEREAS, the revitalization of the Arts Commission for the City of Oregon City will assist those organizations, as well as many other organizations and individuals to make arts a more important part of the City's life; and

WHEREAS, as part of the 2021 - 2023 goal setting process the City Commission agreed they would like to see the Arts Commission reactivated.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The City Commission hereby reactivates the Oregon City Arts Commission and asks staff to begin the recruitment processes for new members.

Section 2. 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 7th day of July 2021.

RACHEL LYLES SMITH, Mayor

Attested to this 7th day of July 2021:

Approved as to legal sufficiency:

Kattie Riggs, City Recorder

City Attorney

Administrative Policy 2-14
July 2008

OREGON CITY PUBLIC ART PROGRAM POLICIES AND GUIDELINES

PURPOSE

The Oregon City Public Art Program Policies and Guidelines are designed to guide the City's acquisition, retention and deaccession of public art. The Oregon City Arts Commission will administer the Public Art Program, as outlined in the following policies and guidelines.

APPLICABILITY

The policies and guidelines apply to all public art acquired, retained, and released.

IN GENERAL

Goals and Objectives of the Public Art Program

- Develop a program which contributes to and enhances community identity and pride;
- Provide the highest quality artwork available, promoting excellence and demonstrating diversity and variety of media;
- Increase public exhibition opportunities for artists who live or work in the Oregon City area;
- Encourage public participation and interaction with public spaces, kindling awareness of how surroundings impact experience;
- Enrich the public environment for both residents and visitors through incorporation of the arts.

Criteria of Artwork

Highest quality of aesthetic experience is the primary criterion for selection of public art in Oregon City. The objective of the Public Art Policy is to develop a worthwhile, enduring and varied collection of artworks that enhances, enlivens and enriches the City while reflecting the values of the community. In the context of these objectives, the following guidelines apply:

<i>Media</i>	All visual art forms and materials will be considered.
<i>Style</i>	Artwork reflecting any school, movement, method style will be considered.
<i>Range</i>	Artwork may be functional or non-functional; conceptual or tangible; portable or site-specific; folk art, craft or fine art; temporary or permanently installed, borrowed or purchased.
<i>Character</i>	Artworks must be appropriate in scale, media, style and content to the project and environment to which they will relate.
<i>Permanence</i>	Consideration should be given to structural and surface integrity, and should not require excessive maintenance and repair costs.

<i>Design Elements</i>	In addition to meeting aesthetic requirements, public art may also be asked to serve as a means of defining architectural space, e.g. establish focal points, clarify identify, indicate boundaries, modify and/or enhance specific spaces.
<i>Public Safety/ Liability</i>	Artworks and art places must be free of unsafe conditions or other factors bearing on public liability.
<i>Diversity</i>	The Public Art Program should strive for diversity, reflecting the social, ethnic and cultural fabric of the City.

Selection of Artists

Artistic integrity is primary. Artists will be chosen on the basis of their qualifications as demonstrated by past work, past experience with public art, and successful completion of previous projects similar in scope and demand. Selected artwork will be original work completed by the submitting artist.

Specifically excluded are works completed by students under the supervision of art instructors, or completed to satisfy course requirements.

Selection Methods

Artwork may be selected by purchase, commission, donation, or by contract with the artist as part of a design team. An artwork may also be selected for purchase on its own merit, independent of the artist. Types of selection are as follows:

Direct Selection	Artist(s) chosen directly by Selection Jury Limited Competition. A small number of artists are invited by Selection Jury to submit proposals.
Open Competition	All artists are welcome to apply, subject to limitations established by Selection Jury.
Invitation	Based on reputation and experience, an artist is invited by the Selection Jury and paid to develop a proposal.
Donation	Triggered by a citizen offer to contribute artwork to the Public Art Program, the Selection Jury will review the work in terms of whether it satisfies stated "Criteria of Artwork" elements, and whether a suitable and appropriate site exists to exhibit the artwork.

Selection Jury

The Oregon City Arts Commission (OCAC) will be responsible for coordination, selection and purchase of artwork for the Public Art Program, using the procedures established and described in this document.. The OCAC will appoint members to the Selection Jury. Each Jury will be comprised of at least the following:

- A minimum of two arts professionals (specifically excluding dealers, agents or representatives of artists applying to the Jury;)
- Two members of the OCAC board or staff, one serving as chair of the Jury and the other as a voting member. Chair will vote only to break a tie;
- One member of the community-at-large or neighborhood association, if applicable.

- Two representatives of the department or area most closely aligned with the project under consideration.

Duties and Responsibility of the Selection Jury

- Review, evaluate and discuss credentials, proposals and/or materials submitted by the artists.
- Via majority vote, recommend the award of the commission or decide to further investigate 2 or 3 finalists.
- If further investigation of finalists is decided, draft list of information and/or additional materials required. Conclude investigation as rapidly as possible, convene for further discussion and, via majority vote, recommend awarding of the commission.
- Inform OCAC in writing of Selection Jury's decision to recommend, citing reasons for selection.
- If the Selection Jury cannot reach an agreement, the matter will be referred to the OCAC.
- The Selection Jury retains the right to make no selection if, in its opinion, there is insufficient merit among the submissions. If this occurs, the OCAC will determine whether to recommend that the project be abandoned, begin a new selection process or take some other course of action.

Artist Responsibilities

- If selected for a commissioned artwork:
 - be willing to sign and abide by the terms stated within a Personal Services contract with Oregon City,
 - execute and complete the work in a timely and professional manner,
 - maintain an effective working relationship with the project team and staff;
 - advise OCAC immediately of any significant changes to the scope, materials or design of the work after contract is signed (all changes must be reviewed and approved prior to completion, in accordance with the City requirements).
 - be responsible for all design and execution of the work, including site preparation and installation, unless otherwise stipulated in the contract;
- If an existing work is selected for a portable art collection, the artist (or owner) will:
 - deliver the selected piece promptly,
 - ensure that it is substantially and wholly is the same work who image was reviewed by the Selection Jury,
 - provide transfer of title to Oregon City, and third-party substantiation of stated value;
- Artists' works will be the original product of the artist's own creative efforts and do not infringe on any third party's copyrights or other intellectual property rights.

City of Oregon City Responsibilities

- Exert reasonable efforts to ensure that any commissioned and/or purchased artwork is available for public viewing and, when available for public viewing, is displayed in an appropriate and respectful manner;
- Exert reasonable efforts to protect the artwork from theft, vandalism or other damages;
- Maintain insurance policies providing coverage for theft, vandalism or other damages to the artwork.
- Coordinate publicity and media attention for artwork.

Oregon City Arts Commission Responsibilities

- Manage and administer all implementation aspects of the Public Art Program as follows, coordinating with others (City staff as appropriate and necessary):
 - participate in development of possible Public Art sites;
 - draft and distribute artist prospectuses, stating project goals and site plan;
 - convene Selection Jury and coordinate its work;
 - prepare and monitor all tracking documents, including artist records, art inventories, and contracts;
 - coordinate all physical and logistical components of art installation;
 - coordinate preparation of any necessary signage, including identification labels and/or plaques.
- Serve as information conduit and link between artists, project and building managers (City staff) and others as necessary to ensure a trouble-free project flow.
- Serve as resource, guide and counsel to the Oregon City Commission and the City Manager regarding planning and other issues related to the Public Art Program.

Ownership/Copyright/Reproduction/Resiting/Resale

- Work purchased, commissioned or accepted as a donation shall be the property of the City of Oregon City.
- The City intends that the work shall remain accessible to public viewing for as long as the City owns the work. The City retains the right to transfer work from one City-owned site to another, as it deems necessary, or to place in storage in another facility, or to make a temporary loan to another agency or organization.
- After purchase or commission is awarded, the artist/City relationship will be defined by a standard contract addressing copyright, reproduction and resale issues.

Non-destruction/Alteration/Maintenance

- The City generally will not purposefully destroy, damage, alter, modify or otherwise change a public artwork work. If any alteration occurs after the receipt of the work by the City, whether intentional or accidental, the Artist has the right to request that the work shall no longer be represented to be the work of the Artist.
- The City shall be responsible for the proper cleaning, maintenance and protection of the work after its installation, considering any written instructions provided by the Artist at the time of delivery of the work.

Deaccessioning

- Based on criteria developed by the OCAC and City staff, artworks may be released from future City ownership and offered for sale, following procedures stated above in *Ownership/Copyright/Reproduction/Resiting/Resale*. Written records of the entire process shall be maintained. Outside appraisals or opinions shall be used when appropriate.
- Proceeds from sales or deaccessioned artwork shall be used to fund additional purchases or commissions conforming to the *Criteria* and *Selection Methods* described above.

Larry Patterson, City Manager

Date

Chapter 2.26 - ARTS COMMISSION

2.26.010 - Created.

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

(Ord. 00-1041 §1(part), 2000)

2.26.020 - Members—Terms.

The arts commission shall consist of nine members appointed by the mayor. Such members may include a representative of the following entities: (1) Carnegie Center, (2) the Clackamas Community College, (3) Oregon City schools and (4) the arts action alliance of Clackamas County. The arts commission shall also contain at least five members from a broad spectrum of citizens representing the performing arts, music, drama, the visual arts, literary arts, and the fields of structural and landscape architecture, and shall also include, in addition to these five members from the arts community, at least two citizens at large. At least five members of the commission shall reside inside the city limits. The appointees shall have three-year terms. The original appointees shall be appointed: three for one year, three for two years and three for three years; thereafter, all terms will be for three years. All members may vote on any matter coming before the arts commission, except as the Ethics Laws of the state of Oregon may provide. After a member has three consecutive absences without adequate reason, the commission may remove that member. Should a member be removed, the mayor will make a new appointment.

(Ord. 00-1041 §1(part), 2000)

2.26.030 - Officers.

At its first meeting the arts commission shall elect a chair and a vice-chair who shall hold office for one year, except that the first chair and vice-chair shall serve until the end of the calendar year. At the first meeting of each calendar year, the chair or vice-chair from the previous year shall preside over the elections for chair and vice-chair. Neither the chair nor the vice-chair shall serve as an officer for more than two consecutive terms.

(Ord. 00-1041 §1(part), 2000)

2.26.040 - Secretary—Meetings-Quorum.

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

(Ord. 00-1041 §1(part), 2000)

2.26.050 - Meetings—Voting.

The commission shall hold an official meeting at least bimonthly and may hold special meetings as set by the commission. A majority of the members constitutes a quorum for meetings. Provided a quorum is present, any item must be approved by a simple majority of the voting members present at a meeting to pass, unless otherwise provided.

(Ord. 00-1041 §1(part), 2000)

2.26.060 - Rules and regulations.

The arts commission shall establish such rules and regulations for its government and procedures consistent with the laws of the state and the ordinances of the city.

(Ord. 00-1041 §1(part), 2000)

2.26.070 - Powers and duties.

- A. The commission shall be specifically responsible for, but not limited to, the following:
 1. The mission of the commission shall be to ensure the arts (as described herein) continue to be of value as an integral part of Oregon City.
 2. The commission shall promote the arts in Oregon City to enrich the lives of its citizens through education and demonstration.
 3. The commission shall assist the city commission and the planning commission in using public art to enhance continuing development, including public structures.
 4. The commission's duties may include planning and executing public displays of visual and performing arts, providing connections with other local, regional and national organizations working for the benefit of art and preservation of artistic values, and other similar activities.
 5. The commission shall identify groups and organizations that enrich Oregon City life by bringing cultural and artistic values and artifacts to the city.
- B. The commission shall have the authority and power to solicit funds or grants from individuals, corporations and other government agencies. Such funds shall be deposited in the Oregon City civic improvement trust, to be dispensed by the arts commission in pursuit of its assigned mission. Any disbursal of funds may occur only with the concurrence of the city manager. Should the commission and the city manager disagree regarding the dispensation of funds, the dispute shall be submitted to the city commission for final resolution. In all cases commission expenditures shall be subject to all provisions of law, including the local budget law.

(Ord. 00-1041 §1(part), 2000)

2.26.080 - Policies.

- A. The commission shall operate as a nonprofit, nonpolitical organization devoted exclusively to its mission.
- B. The commission shall operate in the general public interest serving the community as a whole. It shall serve no special interests.
- C. The commission shall not endorse any commercial product or enterprise.

(Ord. 00-1041 §1(part), 2000)

Timeline of Oregon City Arts Commission History

1991

- The Oregon City Mural Society forms as a nonprofit organization that contracted to paint a mural at 1001 Main Street.

2000

- The City Commission formed the Arts Commission by adopting Ordinance No. 00-1041 at the December 20, 2000 meeting.

2001

- In November 2001, the Arts Commission adopted bylaws.
- On December 19, 2001, the Arts Commission had developed Public Art Policies and Guidelines for Public Art and presented them to the City Commission.

2002

- The City Commission adopted a Public Art Policy on February 20, 2002 with Resolution No. 02-05.

2003

- The Arts Commission met nine times in 2003.
- The Arts Commission reviewed and made suggestions on a Percent (%) for the Arts draft Ordinance.
- The Arts Commission also assisted with the First City Art Faire planning and management through a committee.
- Near the end of 2003, the Arts Commission experienced member-attendance issues.

2004

- The Arts Commission met ten times in 2004 and had three active committees: the Mural Committee, Art Faire Committee, and Public Art Committee.
- On May 4, 2004, the Arts Commission adopted revised bylaws to address absences and voting by proxy.
- Around December 2004, the Mural Committee formed to make magnets and greeting cards from the original murals in the City sold for the holiday season.
- In 2004, the Arts Commission formed the Public Art Committee that worked to find art pieces for the 7th Avenue corridor using the funding set aside in the redesign.
- An Arts Faire Committee organized the First City Arts Faire and had 12 members.
- The Arts Commission continued to discuss the % for the Arts Ordinance and proposed to bring it before the City Commission after the November 2004 election.

2005

- In 2005, three members of the Arts Commission resigned (Laura Law, Melissa Bailey, and Sara Atkeson).
- The 3rd Annual First City Arts Faire was held July 9th and 10th, 2005
- The last meeting of the Arts Commission appears to have been held October 21, 2005.

2006

- In February 2006, Mayor Alice Norris met with the remaining members of the Arts Commission and they decided to place the Arts Commission on inactive status. The leadership and membership “were both uncertain” and the purpose was drifting towards crafts rather than arts. Instead, a separate Arts Committee was formed to assist with finding art for specific projects like the elevator and McLoughlin projects.
- The remaining projects of the Arts Commission were handed off to a prescribed committee of professional artists, community members, and staff on as as-needed basis.

2011

- At the 2011 City Commission retreat, Commissioner Mumm and Commissioner Smith volunteered to work with Nancy Kraushaar, Public Works Director, to re-establish the Arts Commission. They put their efforts on hold in spring 2011.

2013

- At the January 11, 2013 retreat, Commissioner Mumm discussed revitalizing the Arts Commission and discussed the % for the Arts draft Ordinance. John Lewis, Public Works Director, presented a staff report on the steps to do so.
- In fall of 2013, Mr. Lewis conducted a series of meetings concerning the goals, scope, and purpose of a re-established Arts Commission. There was not enough interest in the Arts community/stakeholder group to re-establish the Arts Commission at this time.



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Public Works Director John M. Lewis, PE

Agenda Date: 07/07/2021

SUBJECT:

Local Agency Agreement with the Oregon Department of Transportation for the Beavercreek Road ARTS Project

STAFF RECOMMENDATION:

Authorize approval of the Local Agency Agreement with the Oregon Department of Transportation (ODOT) for the Beavercreek Road All Roads Transportation Safety (ARTS) Project (CI 21-006).

EXECUTIVE SUMMARY:

Oregon City was awarded a 2018 All Roads Transportation Safety (ARTS) Grant for safety improvements on Beavercreek Road from Warner Milne Road to Maplelane Road. Approving the Local Agency Agreement will allow the City to utilize the State Funded Local Project Program and deliver the project ourselves.

BACKGROUND:

Oregon City was awarded a 2018 All Roads Transportation Safety (ARTS) Grant for safety improvements on Beavercreek Road from Warner Milne Road to Maplelane Road. The ARTS grant is designed to address safety needs in Oregon and is data-driven to achieve the greatest benefits in crash reduction.

ARTS grants are federally funded. Federally-funded projects require that a certified agency deliver the project. Oregon City is not a certified agency and, therefore, would need ODOT to deliver the project on our behalf. This project was identified for participation in the State Funded Local Project Program which allows the City to 'exchange' our federal funds for state funds and deliver the project ourselves.

Corridor Improvements

All signalized intersections on Beavercreek Road between Warner Milne Road and Maplelane Road will be updated with yellow reflectorized backplates for increased

visibility. Upgrades to the signal hardware will also be completed, including new signal controllers, fiber communications to and from all signals along the corridor, and signal timing updates. Updated signal timing, coupled with the fiber communications, will allow us to optimize the signals in the corridor not only at completion of the project, but also allow us to monitor the signals remotely.

Optimized signal timing allows vehicles to more efficiently travel along a corridor. This includes reducing delays which results in shorter travel times and a reduction in fuel use and greenhouse gas emissions.

Hwy 213 and Beaver Creek Road Intersection

In 2018, the City adopted Alternative Mobility Targets at the Hwy 213 and Beaver Creek Road intersection. These targets acknowledged the high volume of traffic that uses this regionally significant intersection today and into the future. At that time, the City committed to seeking safety improvements at the busy intersection. Staff reviewed five years of detailed crash history at the intersection and found that nearly 85% of the crashes at the intersection were rear-end crashes, predominately in the southbound direction. Upon further review of the southbound rear-end crashes, it was found that the majority of these occur on dry pavement, in daylight, with clear weather conditions, and result in property damage only or minor injury. A proven method to reduce these types of crashes is installation of advance signal ahead warning signage.

The Hwy 213 and Beaver Creek Road intersection is large, and drivers often misjudge if they can clear the intersection safely. To assist with this, the intersection will be equipped with an advanced dilemma zone detection system that can modify the traffic signal timing to reduce the number of drivers that may have difficulty deciding whether to stop or proceed during a yellow phase.

These improvements create a safer intersection by reducing crashes, but also improve the travel time reliability for travelers through the intersection by decreasing delays associated with crashes.

OPTIONS:

1. Authorize the City Manager to execute the Local Agency Agreement.
2. Deny the Local Agency Agreement. If the Commission chooses to deny the Local Agency Agreement, staff requests direction on how to proceed.

BUDGET IMPACT:

Amount: \$922,200 Revenue

FY(s): 2021/2022

Funding Source(s): Transportation Fund

LOCAL AGENCY AGREEMENT
State Funded Local Project Program

Project Name: Beavercreek Rd: Molalla Ave - S. Maplelane Rd (Oregon City)

THIS AGREEMENT is made and entered into by and between **THE STATE OF OREGON**, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT;" and **OREGON CITY**, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. Agency wishes to exchange unspent federal funds for state funds, in order to fund the Project using state funding. State has determined that Agency is eligible for state funds for the work to be performed under this Agreement through the State Funded Local Project Program. The Parties enter into this Agreement to exchange these funds, identify the Project that will be funded with the state funds, and describe the method State will use to reimburse Agency for work performed on the Project using the state funds, including establishing invoicing requirements and the proportional reimbursement rate.
2. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities, and units of local government for the performance of any or all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform.
3. Beavercreek Rd is a part of the city street system under the jurisdiction and control of Agency.
4. By the authority granted in ORS [810.080](#) State has the authority to establish marked pedestrian crosswalks on its highway facilities.
5. By the authority granted in ORS [810.210](#), State is authorized to determine the character or type of traffic control devices to be used, and to place or erect them upon state highways at places where State deems necessary for the safe and expeditious control of traffic. No traffic control devices shall be erected, maintained, or operated upon any state highway by any authority other than State, except with its written approval. All traffic control devices on this Project must conform to the current State standards and specifications.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. State and Agency agree to Agency design and construct signal ahead warning sign with flashing beacons for SB traffic on OR-213, installation of radar dilemma zone

detection on OR-213 and Beavercreek Rd, improve signal hardware and install signal coordination and fiber along corridor, hereinafter referred to as "Project." The Project location and approximate limits are shown on the map marked "Exhibit A," attached hereto and by this reference made a part hereof.

2. The total Project cost for the work to be performed under this Agreement is estimated at \$1,000,000, which is subject to change. Prior to exchanging funds, the federal share of the total Project cost is \$922,200.
3. Per the 1:1 fund exchange ratio of state dollars to federal dollars, Agency will exchange \$922,200 of federal dollars allocated for this Project for \$922,200 of state dollars.
4. State funds under this Agreement are limited to \$922,200.
5. Upon receipt and approval of Agency's invoice(s), State shall proportionately reimburse Agency 92.22 percent of eligible, actual costs incurred in carrying out the Project, up to the maximum amount of state funds committed for the Project.
6. Agency is solely responsible for any and all costs incurred in excess of the state funds identified in this Agreement. Any unspent state funds will be retained by State and will not be available for Agency use. State funds transferred to Agency must be used for the Project.
7. To be eligible for reimbursement, expenditures must comply with the requirements of Article IX, Section 3a of the Oregon Constitution. Eligible costs are defined as reasonable and necessary costs incurred by the Agency in performance of the Project.
8. The term of this Agreement will begin upon the date all required signatures are obtained and will terminate upon completion of the Project and final payment or ten (10) calendar years following the date of final execution, whichever is sooner.

AGENCY OBLIGATIONS

1. Agency shall perform the work described in TERMS OF AGREEMENT, Paragraph 1 of this Agreement.
2. **Americans with Disabilities Act Compliance:**
 - a. When the Project scope includes work on sidewalks, curb ramps, or pedestrian-activated signals or triggers an obligation to address curb ramps or pedestrian signals, the Parties shall:
 - i. Utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008 (together, "ADA"), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;

- ii. Follow ODOT's processes for design, modification, upgrade, or construction of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
- iii. At Project completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for each curb ramp constructed, modified, upgraded, or improved as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForm_s1.aspx; and

- b. Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the start of construction.
- c. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Any repairs or removal of obstructions needed to maintain Project features in compliance with the ADA requirements that were in effect at the time of Project construction are completed by Agency or abutting property owner pursuant to applicable local code provisions,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and

- v. Applicable permitting and regulatory actions are consistent with ADA requirements.
 - d. Maintenance obligations in this section shall survive termination of this Agreement.
- 3. Except as otherwise provided in Agency Obligations Paragraph 2 above, Agency agrees that the Project shall be developed in conformance with the applicable American Association of State Highway and Transportation Officials (AASHTO) standards, including the current edition of A Policy on Geometric Design of Highways and Streets. Agency shall obtain a permit to occupy State right of way through the State District 2B Office prior to the commencement of construction.
- 4. If Project includes traffic signal or illumination improvements on or along a state highway, Agency shall:
 - a. Obtain a miscellaneous permit to occupy State right of way through the State District 2B Office prior to the commencement of construction.
 - b. Pursuant to Oregon Administrative Rule (OAR) 734-020-0430, obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a state highway.
 - c. Enter into a separate traffic signal agreement with State to cover obligations for any traffic signal or illumination being installed on a state highway.
 - d. Ensure Agency, or its contractor's, electrical inspectors possess a current State Certified Traffic Signal Inspector certificate, in order to inspect electrical installations on State highways. The State District Permitting Office shall verify compliance with this requirement prior to construction. The permit fee should also cover the State electrician's supplemental inspection.
 - e. Upon completion of the Project and at its own expense, maintain the pavement surrounding any vehicle detector loops installed in the Agency street in such a manner as to provide adequate protection for said detector loops. Failure to do so may result in State requiring Agency to repair or replace the damaged loops at Agency expense. Future Agency roadwork activities involving the detector loops may also result in the same State requirements. Agency shall also adequately maintain the pavement markings and signing installed in accordance with the approved signal plan sheets for the signal installation or current Manual on Uniform Traffic Control Devices standards.
 - f. Ensure that all Project work and maintenance activities involving pedestrian-activated signals comply with the ADA and Agency Obligations Paragraph 2.
- 5. Agency shall submit all of the following items to State's Project Manager, at Project completion and prior to final payment:

- a. Final Project completion Inspection form No. 734-5063 (completed with State's Project Manager);
 - b. Final Cost;
 - c. As-Constructed Drawings
6. Agency must obtain approval from the Region 1 Traffic Manager for changes to the Project's scope, schedule, or budget by submitting a request through State's project liaison or manager by written notification, e-mail is acceptable. Agency shall be fully responsible for cost increases due to changes to the established Project scope, schedule, or budget made prior to approval. The Parties shall execute an amendment to this Agreement to memorialize any approved changes referenced in this paragraph.
7. Agency shall present invoices for the eligible, actual costs incurred by Agency on behalf of the Project directly to State's Project Manager listed in this Agreement for review and approval. Such invoices shall be in a form identifying the Project, Key number, the Agreement number, the Project phase and amount charged to each (such as preliminary engineering, right of way, and construction), the invoice number, and will itemize all expenses for which reimbursement is claimed. Invoices shall be presented for periods greater than one month, based on actual expenses incurred, and must clearly specify the percentage of completion of the Project. Agency shall also include with the invoice a Project progress report or summary that describes work accomplished for the period being invoiced and work expected for the next invoicing period. Travel expenses will not be reimbursed.
8. Agency, or its consultant, shall conduct the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates in accordance with current state and federal laws and regulations; obtain all required permits; be responsible for all utility relocations; advertise for bid proposals; award all contracts; perform all construction engineering; and make all contractor payments required to complete the Project.
9. Agency or its consultant shall acquire all necessary right of way in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the State Right of Way Manual.
10. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

11. Agency shall perform the services under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
12. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its subcontractors complies with these requirements.
13. Agency shall, at its own expense, maintain, operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. State and Agency agree that the useful life of this Project is defined as twenty (20) years. Maintenance and power responsibilities shall survive any termination of the Project Agreement.
14. Utility relocation or reconstruction may or may not be an eligible Project expense according to the following standard:
 - a. The expense is an eligible expense if the owner of the utility facility possesses a property right for its location on the public right of way.
 - b. The expense is not an eligible expense if the owner of the utility facility does not possess a property right for its location, but the facility exists on the public right of way solely under the permission of the Agency or other road authority, whether that permission is expressed or implied, and whether written or oral.
15. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current appropriation or limitation of the current budget. Agency further agrees that they will only submit invoices to State for reimbursement on work that has been performed and paid for by Agency as described in this Agreement.
16. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Oregon Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 (Claims), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific

intention of the Parties that State shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of the State, be indemnified from and against all Claims caused or alleged to be caused by the contractor or subcontractor.

17. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.
18. If Agency enters into a construction contract for performance of work for the Project, then Agency will include provisions in that contract requiring its contractor to comply with the following:
- a. Contractor and Agency shall name State as a third party beneficiary of the resulting contract.
 - b. Contractor shall indemnify, defend and hold harmless State from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, sub-contractors, or agents under the resulting contract.
 - c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage shall be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence shall not be less than ☐ \$1,000,000 ☒ \$2,000,000 ☐ \$5,000,000 for each job site or location. Each annual aggregate limit shall not be less than ☐ \$1,000,000 ☐ \$2,000,000 ☒ \$4,000,000 ☐ 10,000,000.
 - d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$1,000,000.

- e. Additional Insured Endorsement. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the resulting contract will include State and its divisions, officers and employees as Additional Insured but only with respect to the Contractor's activities to be performed under the resulting contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
 - f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to State. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of the resulting contract and shall be grounds for immediate termination of the resulting contract and this Agreement.
19. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts during the course of the Project and for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
20. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
21. Agency's Project Manager for this Agreement is Dayna Webb, City Engineer City of Oregon City, PO Box 3040, 625 Center Street Oregon City, OR 97045, 503.974.5508, dwebb@orcify.org, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. In consideration for the services performed under this Agreement, State shall reimburse Agency 92.22 percent of eligible costs incurred in carrying out the Project up to the maximum amount of state funds committed for the Project in Terms of Agreement, Paragraph 2 of this Agreement. Reimbursements shall be made by State within forty-five (45) days of State's approval of a request for reimbursement from Agency, except that final payment will be withheld until the State's Project Manager has completed final project inspection and project acceptance.

2. State shall provide the following items to Agency's Project Manager no later than 30 days after execution of this Agreement:
 - a. Scoping Notes; and
 - b. Any other project specific information gathered during the scoping and selection process
3. State's Project Manager will arrange for a final project inspection upon notification from Agency of Project completion, to confirm project completeness and fulfillment of Agreement obligations, prior to final payment.
4. If Project includes traffic signal improvements on or along a State Highway, traffic signal timing shall be the responsibility of State, unless there is an agreement that specifically allows Agency to perform that function. Consistent with Agency Obligations Paragraph 2 State shall:
 - a. Ensure its Region Electrical Crew, at Project expense, perform the signal equipment environmental testing and perform the signal field testing and turn on,
 - b. Retain the right of review of the traffic signal timing for signals on state highways, or those which State maintains, and shall reserve the right to request adjustments when needed,
 - c. Notify the local jurisdiction whenever timing changes that affect the operation of local street connections to the state highway are scheduled. All modifications shall follow guidelines set forth in the current Manual on Uniform Traffic Control Devices, and the current ODOT State Traffic Signal Policy and Guidelines,
 - d. Upon completion of the Project, maintain the pavement surrounding the vehicle detector loops installed in the State highway in such a manner as to provide adequate protection for said detector loops and at State's expense,
 - e. Maintain the pavement markings and signing installed on the State highway in accordance with current ODOT standards, and
 - f. Where Agency has an agreement with State to modify signal timing and the Agency modifies timing to add railroad or emergency vehicle preemption, bus priority, or other changes that affect vehicle or pedestrian clearances, or operation of the state highway, Agency shall promptly report such modifications to State's Region Traffic Engineer. Any such timing modification shall comply with the ADA and Agency Obligations Paragraph 2.
5. State's Project Manager for this Agreement is Mahasti Hastings, R1 Local Agency Liaison, 123 NW Flanders Street, Portland, Oregon 97209, (503) 731-8595, Mahasti.v.hastings@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
3. If State terminates this Agreement for the reasons described in General Provisions 2(a) or (b) above, Agency must reimburse State for all state funds expended. If Agency fails to reimburse State, State may withhold Agency's proportional share of State Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.
4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
5. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

6. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
7. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
8. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
9. State and Agency are the only Parties to this Agreement and, as such, are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its terms.
10. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
11. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or

representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2021-2024 Statewide Transportation Improvement Program (STIP), (Key #21619) that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently by amendment to the STIP).

SIGNATURE PAGE TO FOLLOW

Agency/State
Agreement No. 34646

OREGON CITY, by and through its elected officials

By _____
Mayor

Date _____

By _____
City Recorder

Date _____

**LEGAL REVIEW APPROVAL
(If required in Agency's process)**

By _____
Agency Counsel

Date _____

Agency Contact:

Dayna Webb, City Engineer
City of Oregon City,
PO Box 3040, 625 Center Street
Oregon City, OR 97045
503.974.5508
dwebb@orcify.org

STATE OF OREGON, by and through its Department of Transportation

By _____
Delivery & Operations Division
Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Region 1 Manager

Date _____

By _____
State Traffic/Roadway Engineer
Date _____

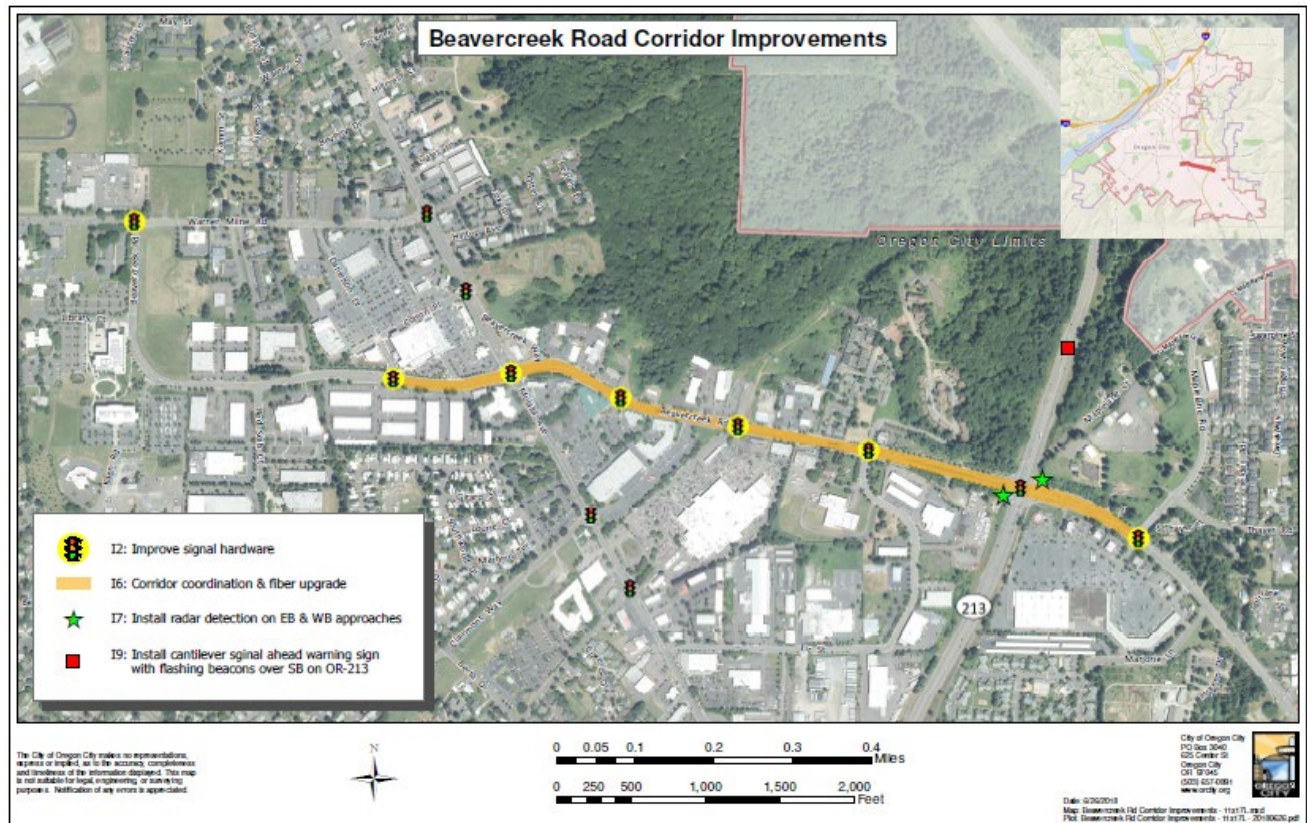
**APPROVED AS TO LEGAL
SUFFICIENCY**

By Serena Hewitt via email
Assistant Attorney General
Date 5/25/21

State Contact:

Mahasti Hastings, Local Agency Liaison
123 NW Flanders Street
Portland, OR 97209
503-731-8595
Mahasti.v.hastings@odot.state.or.us

EXHIBIT A – Project Location Map





CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Chief of Police Jim Band

Agenda Date: 07/07/2021

SUBJECT:

Purchase of Panasonic Toughbook Computers, Warranty, Docking Stations, and Car Adapters from ExtenData Solutions

STAFF RECOMMENDATION:

Staff recommends that the City Commission authorize the purchase of Panasonic Toughbook computers, warranty, docking stations, and car adapters from ExtenData Solutions.

EXECUTIVE SUMMARY:

Staff is seeking Commission approval of a contract with ExtenData Solutions for Panasonic Toughbook computers to replace the aging mobile data computers assigned to officers. Their current computers are at end of life and replacement is consistent with the City Information Technology (IT) Department recommendation on computer replacement.

The purchase is being made through informally solicited competitive price quotes.

BACKGROUND:

The Oregon City Police Department's current officer mobile digital computers (MDCs) are at the end of their life cycle. As with any computer or device, they continually need to be updated or upgraded to function properly. The current MDCs are all between five and six years old. It is the IT Department's recommendation that all computers in the City be replaced every four years. Due to the critical nature of these devices, it is important they not exceed five-six years. The Panasonic Toughbooks are specific to the police industry and are standard equipment. Included in the quote are the accessories needed to outfit each officer with the computer as well as each vehicle with an identical setup.

The police department requested three competitive price quotes. The ExtenData quote is the lowest of the three quotes. Additionally, ExtenData can help facilitate warranty

work on the devices, therefore it is the department's recommendation to purchase from ExtenData.

The purchase is made through the competitive price quotes:

ExtenData Solutions	\$136,066.00
MCT (Mobile Concepts Technology)	\$148,094.00
Lehr	\$203,466.01

OPTIONS:

1. Approve purchase.
2. Deny purchase and provide staff direction.

BUDGET IMPACT:

Amount: \$136,066.00

FY(s): 2021-2022

Funding Source(s): Police Equipment Reserves

ExtenData Solutions
 7399 S. Tucson Way, Ste B-1
 Centennial, CO 80112
 P: 303-799-6949 F: 303-799-4266
 www.extendata.com

Date 6/21/2021
Quote # 214060182

Expires 7/21/2021
Quote Name Panasonic Toughbook ...
Sales Rep Paul Dorado
Sales Rep Phone # (801) 733-4439 x 324
Terms Net 20

Bill To

Oregon City Police Department
 accounts-payable@orc.org
 PO Box 3040
 Oregon City OR 97045
 United States

Ship To

City of Oregon City
 Police Department
 1234 Linn Avenue
 Oregon City OR 97045
 United States

Item	Quantity	Description	Price/EA.	Total	Tax
PAN-FZ-55C060CVM	41	Win10 Pro, Intel Core i5-8365U 1.6GHz, vPro, 14.0in FHD 1000 nit TOUCH, 512GB SSD, 8GB, Intel Wi-Fi, BT, TPM 2.0, 4G LTE Band 14 (EM7511), dGPS, Dual Pass (Ch1:dGPS/Ch2:WWAN), Infrared Webcam, Emissive Backlit Keyboard, Flat	2,470.00	101,270.00	Yes
PAN-CF-SVCLTNF3YR	41	Protection Plus Warranty - CF-31, CF-53, CF-54, CF-20, CF-C2 Laptop (Years 1, 2 &3)	253.00	10,373.00	Yes
PAN-FZ-VNF551W	41	Contactless SmartCard xPAK for FZ-55 Mk1 Front Expansion Area	86.00	3,526.00	Yes
PAN-FZ-VDM551W	41	DVD xPAK for FZ-55 Mk1 Universal Bay Expansion Area	80.00	3,280.00	Yes
New	25	PAD-HA-55LVD2: PANASONIC : HAVIS DOCKING STATION WITH DUAL PASS-THROUGH ANTENNA FOR PANASONICS TOUGHBOOK 54 AND 55 RUGGED	649.00	16,225.00	Yes
PAN-CF-LNDDC120	12	Panasonic LIND Car Adapter 120W, 12-32 Volt Input Car Charger for FZ-G1/M1	116.00	1,392.00	Yes

*Note: All freight charges are FOB Origin, PrePay & Add unless customer supplies a carrier collect account number. Thank you for your business

Total \$136,066.00



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Chief of Police Jim Band

Agenda Date: 07/07/2021

SUBJECT:

Five-year Agreement with Axon Enterprise, Inc. for Body-worn Cameras and Associated Hardware, Analytical Software, Training, and Digital Evidence Storage

STAFF RECOMMENDATION:

Staff recommends the City Commission authorize the City Manager to enter into the agreement with Axon Enterprise, Inc. for the purchase of Axon body-worn cameras and associated hardware, software, training, and evidence storage for a 5-year period in an amount not to exceed \$150,390.05.

EXECUTIVE SUMMARY:

Staff is seeking Commission approval of a five-year contract with Axon Enterprise, Inc. for body-worn cameras to meet the needs of the Oregon City Police Department, the City of Oregon City, and our community.

The purchase is being made through the State of Oregon Participating Addendum 7638 to the NASPO ValuePoint Cooperative Master Agreement No. OK-MA-145-10.

BACKGROUND:

The goal of implementing a body-worn camera program is to support law enforcement strategies to improve public safety, enhance transparency, reduce crime, bolster prosecution efforts, and strengthen relationships between law enforcement and the community. Body-worn camera programs can be an effective tool to improve the understanding of interactions between law enforcement and members of the community and can aid in timely resolutions of inquiries and complaints.

Currently, the department utilizes cameras two different ways. Body-worn cameras have been voluntary and available for officers who choose to use them, while all traffic officers have cameras mounted in their vehicles. Full implementation of this program requires all uniformed officers be equipped with a body-worn camera during their shift. Their video recordings will be stored, the District Attorney's Office and/or City

Prosecutor will have the ability to receive the information, and there is a long-term plan in place to sustain the program. Traffic officers will continue using the cameras in their vehicles. These cameras have on-person microphones to capture what the officers say and hear. The vehicle mounted cameras better capture the driving behaviors that traffic officers are enforcing.

The contract provides cameras and applicable licenses for each uniformed member of the Oregon City Police Department. In addition, the agreement provides necessary hardware, cloud storage, service, and training for staff members. The five-year contract provides for automatic camera replacement at years 2.5 and 5.

The Oregon City Police Department evaluated three different body-worn camera products, thoroughly considering all aspects of the devices. The Axon camera was finally chosen to be a superior product, due to the overall reliability, ruggedness of camera, ease of use, customizable options, and the inclusion of redaction software.

The body-worn camera program will be implemented based on sound policies, industry accepted practices, and within state and federal laws.

Total expenditures of this five-year agreement, listed below are included in the 2021-23 and 2023-25 biennial budgets as well as the 2025-26 fiscal year.

The purchase is made through a cooperative purchasing agreement managed by NASPO ValuePoint for Public Safety Video System and Other Vehicle Mounted Equipment administered by the State of Oklahoma Master Agreement No: OK-MA-148-10.

Year 1 (current fiscal year): \$41,718.05 – hardware, data storage, training, and software subscriptions.

Year 2: \$27,168.00 – hardware maintenance, data storage, and software subscriptions.

Year 3: \$27,168.00 – hardware replacement, hardware maintenance, data storage, and software subscriptions.

Year 4: \$27,168.00 – hardware maintenance, data storage, and software subscriptions.

Year 5: \$27,168.00 – hardware replacement, hardware maintenance, data storage, and software subscriptions.

OPTIONS:

1. Approve the contract with Axon Enterprise, Inc.
2. Deny the contract with Axon Enterprise, Inc.

BUDGET IMPACT:

Amount: \$150,390.05
FY(s): 2021-2026
Funding Source(s): Police Equipment Reserves



AXON

Oregon City Police Dept. - OR

AXON SALES REPRESENTATIVE

Thom Ruseva-Mahan

+1 4805026238

tmahan@axon.com

ISSUED

5/10/2021



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737

Q-298749-4435

Item 7f.

Issued: 05/10/2021

Quote Expiration: 08/15/2021

Account Number: 113165

Payment Terms: Net 30
 Delivery Method: Fedex - Ground

SALES REPRESENTATIVE

Thom Ruseva-Mahan
 Phone: +1 4805026238
 Email: tmahan@axon.com
 Fax:

PRIMARY CONTACT

Shaun Davis
 Phone: (503) 657-4964
 Email: sdavis@orc.org

SHIP TO

Shaun Davis
 Oregon City Police Dept. - OR
 1234 Linn Ave.
 Oregon City, OR 97045
 US

BILL TO

Oregon City Police Dept. - OR
 P. O. Box 3040
 Oregon City, OR 97045
 US

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	900	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	46	0.00	0.00	0.00
73840	EVIDENCE.COM BASIC ACCESS LICENSE	60	46	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	9	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	3	0.00	0.00	0.00
Hardware						
73202	AXON BODY 3 - NA10		35	699.00	270.43	9,465.05
74210	AXON BODY 3 - 8 BAY DOCK		3	1,495.00	1,495.00	4,485.00
74211	AXON BODY 3 - 1 BAY DOCK		3	200.00	200.00	600.00
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK		25	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		35	0.00	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK		25	31.30	0.00	0.00
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	35	336.00	336.00	11,760.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	3	354.00	354.00	1,062.00
87060	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK WARRANTY	60	3	0.00	0.00	0.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
87061	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK PAYMENT	12	3	114.00	114.00	342.00
Other						
73827	AB3 CAMERA TAP WARRANTY	60	35	0.00	0.00	0.00
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		3	0.00	0.00	0.00
73828	AB3 8 BAY DOCK TAP WARRANTY	60	3	0.00	0.00	0.00
71104	NORTH AMER POWER CORD FOR AB3 1-BAY DOCK		3	0.00	0.00	0.00
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	900	4.80	4.80	4,320.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	46	180.00	180.00	8,280.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	3	468.00	468.00	1,404.00
					Subtotal	41,718.05
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	41,718.05

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87061	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK PAYMENT	12	3	114.00	114.00	342.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	3	354.00	354.00	1,062.00
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	35	336.00	336.00	11,760.00
Other						
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	3	468.00	468.00	1,404.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	46	180.00	180.00	8,280.00

Year 2 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	900	4.80	4.80	4,320.00
					Subtotal	27,168.00
					Estimated Tax	0.00
					Total	27,168.00

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87061	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK PAYMENT	12	3	114.00	114.00	342.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	3	354.00	354.00	1,062.00
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	35	336.00	336.00	11,760.00
Other						
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	3	468.00	468.00	1,404.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	46	180.00	180.00	8,280.00
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	900	4.80	4.80	4,320.00
73313	1-BAY DOCK AXON CAMERA REFRESH ONE		3	0.00	0.00	0.00
73689	MULTI-BAY BWC DOCK 1ST REFRESH		3	0.00	0.00	0.00
73309	AXON CAMERA REFRESH ONE		35	0.00	0.00	0.00
					Subtotal	27,168.00
					Estimated Tax	0.00
					Total	27,168.00

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87061	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK PAYMENT	12	3	114.00	114.00	342.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	3	354.00	354.00	1,062.00

Year 4 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	35	336.00	336.00	11,760.00
Other						
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	3	468.00	468.00	1,404.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	46	180.00	180.00	8,280.00
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	900	4.80	4.80	4,320.00
					Subtotal	27,168.00
					Estimated Tax	0.00
					Total	27,168.00

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87061	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK PAYMENT	12	3	114.00	114.00	342.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	3	354.00	354.00	1,062.00
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	35	336.00	336.00	11,760.00
Other						
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	3	468.00	468.00	1,404.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	46	180.00	180.00	8,280.00
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	900	4.80	4.80	4,320.00
73314	1-BAY DOCK AXON CAMERA REFRESH TWO		3	0.00	0.00	0.00
73688	MULTI-BAY BWC DOCK 2ND REFRESH		3	0.00	0.00	0.00
73310	AXON CAMERA REFRESH TWO		35	0.00	0.00	0.00
					Subtotal	27,168.00
					Estimated Tax	0.00
					Total	27,168.00

Grand Total	150,390.05
--------------------	-------------------

Discounts (USD)

Quote Expiration: 08/15/2021

List Amount	166,172.50
Discounts	15,782.45
Total	150,390.05

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	41,718.05
Year 2	27,168.00
Year 3	27,168.00
Year 4	27,168.00
Year 5	27,168.00
Grand Total	150,390.05

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions) and the Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. **The Axon Customer Experience Improvement Program Appendix ONLY applies to Customers in the USA.** In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it contemplates the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature:		Date:	
Name (Print):		Title:	
PO# (Or write N/A):			

Please sign and email to Thom Ruseva-Mahan at tmahan@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only

		SFDC Contract #: Order Type: RMA #: Address Used: SO #:
Review 1	Review 2	
Comments:		

PARTICIPATING ADDENDUM
("Addendum")
NASPO ValuePoint

FOR
FOR PUBLIC SAFETY VIDEO SYSTEM
AND OTHER VEHICLE MOUNTED EQUIPMENT

Administered by the State of Oklahoma (hereinafter "Lead State")

MASTER AGREEMENT
(Master Agreement No: OK-MA-148-10)

Taser International, Inc. (hereinafter "Contractor")

And

STATE OF OREGON

(hereinafter "Participating State")

1. Scope; Order of Precedence: This Addendum covers the SOLICITATION FOR PUBLIC SAFETY VIDEO SYSTEM AND OTHER VEHICLE MOUNTED EQUIPMENT led by the State of Oklahoma for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts with the prior approval of the state's chief procurement official.

This Addendum establishes an agreement to agree between Contractor and Participating State pursuant to ORS 279B.140. All goods and services offered under the Master Agreement may be procured under this Addendum. This Addendum contains additional terms and conditions specifically applicable to individual Contracts between Contractor and Authorized Purchasers. In the event of a conflict between the terms and conditions of this Participating Addendum and the Master Agreement, the following order of precedence applies:

- (a) this Addendum, less its exhibits;
- (b) Exhibit No. 1 of the Addendum (State Specific Terms and Conditions);
- (c) Exhibit No. 2 of the Addendum (Insurance);
- (d) Exhibit No. 3 of the Addendum (Tax Certification);
- (e) any Purchase Order issued by an Authorized Purchaser pursuant to this Addendum; and
- (f) the Master Agreement, including its attachments.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an Participating State's statutes to use state contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Agreement:

(These modifications or additions apply only to actions and relationships within the Participating State.)

Participating State to check one box.

☐ No changes to the terms and conditions of the Master Agreement are required

☒ Please see the attached Exhibit No. 1 for changes modifying or supplementing the Master Agreement terms and conditions.

4. Authorized Purchaser (State Agencies) - Contractor Selection:

4.1 Contractor Selection Process, Large Purchases. For all purchases over \$10,000, Authorized Purchasers, who are state agencies under DAS procurement authority, shall select the contractor using one of the following selection methods:

4.1.1

Highest Ranked Proposer in RFP #OK-MA-145: Purchasing Entity may issue purchase orders or contracts for Products or Services to the Awardee who received the highest total points in RFP #OK-MA-145.

OR

4.1.2 Highest Ranked Proposer in Market Basket Comparison: Purchasing Entity, on an annual basis (beginning upon the Effective Date of the Participating Addendum and then on each anniversary date thereafter) may make a selection to be effective for the entire contract year period, as follows:

- (a) Purchasing Entity may create its own market basket comprised of up to 100 most used Products or Services;
- (b) Purchasing Entity may then define the criteria most important to it in the selection of a provider, such as: price, functionality, accounting/invoicing issues, use, availability, past performance;
- (c) Purchasing Entity shall request quotes from each of the providers for the upcoming contract year period;
- (d) Purchasing Entity shall then evaluate and score the market basket from each provider; and
- (e) Purchasing Entity shall acquire the Products and Services from the highest ranking provider from its market basket scoring.

OR

4.1.3 Cost Comparison: Purchasing Entity may conduct a Product or Service specific comparison based upon price.

4.1.4 Authorized Purchaser must document its selection in its procurement file.

4.1.5 Contractors chosen in accordance with one of the above selection processes are final, per Authorized Purchaser's decision.

4.2 Contractor Selection Process, Small Purchases. For purchases under \$10,000, Authorized Purchasers, who are state agencies under DAS procurement authority, may select a Contractor of its choice in compliance with applicable statute and rule.

5. Primary Contacts: The primary contact individuals for this Addendum are as follows (or their Public Safety Video Equipment: State of Oregon, Participating Addendum

2

named successors):

Contractor

Name	Contracts
Address	17800 N. 85 th Street, Scottsdale, AZ 85255
Telephone	(480) 991-0797
Fax	(480) 991-0791
E-mail	Contracts@taser.com

Participating State

Name	State of Oregon, Timothy Jenks SPA
Address	1225 Ferry Street SE, Salem, OR 97301
Telephone	503-378-4778
Fax	503-373-1626
E-mail	Tim.Jenks@Oregon.Gov

6. **Subcontractors:** All Contractor dealers and resellers authorized in the State of Oregon, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. **Orders:** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

8. **Tax Compliance:** As set forth on Exhibit No. 3, Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state. Contractor shall, throughout the duration of this Addendum and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes: (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

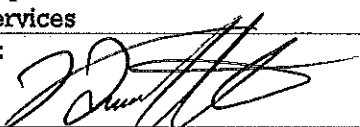
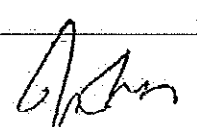
Any violation of this Section 8 constitutes a material breach of this Addendum and any Contract issued under this Addendum. Further, any violation of Contractor's warranty set forth in Exhibit No. 3 also shall constitute a material breach of this Addendum and any Contract issued under this Addendum. Any violation shall entitle DASPS or Authorized Purchaser to terminate this Addendum or the applicable Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Addendum or the applicable Contract, and to pursue any or all of the remedies available under this Addendum, a Contract, at law, or in equity, including but not limited to:

- Termination of this Addendum or the applicable Contract, in whole or in part;
- Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to Authorized Purchaser's setoff right, without penalty; and

- Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. DASPS or Authorized Purchaser may recover any and all damages suffered as the result of Contractor's breach of this Addendum or the applicable Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Goods or Services or both.

These remedies are cumulative to the extent the remedies are not inconsistent, and DASPS or Authorized Purchaser may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: STATE OF OREGON, acting by and through the Department of Administrative Services	Contractor: Taser International, Inc.
By: 	By: 
Name: Timothy Jenks	Name: Josh Isner
Title: State Procurement Analyst	Title: EVP, Global Sales
Date: 3-24-2017	Date: February 6, 2017
	FEID: 86-0741227

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@naspovaluepoint.org

[Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases]

EXHIBIT NO. 1

Changes to Master Agreement State-Specific Constitutional, Statutory and Other Requirements

1. Definitions. The following terms have the meanings set forth below. Capitalized terms not defined in this Addendum have the meaning ascribed to them in the Master Agreement and its exhibits.

"Authorized Purchaser" means an agency of the State of Oregon or any ORCPP member that submits a Purchase Order to Contractor.

"Contract" means the agreement between Authorized Purchaser and Contractor formed by the Authorized Purchaser's issuance of a Purchase Order that incorporates by reference the terms and conditions of the Master Agreement and this Addendum.

"DAS PS" means the State of Oregon acting by and through the Department of Administrative Services, Procurement Services.

"ORCPP" means the Oregon Cooperative Purchasing Program, which recognizes certain agencies and organizations within the State of Oregon as authorized to purchase the goods and services available under a price agreement entered into by the State.

"Master Agreement" means the State of Oklahoma Master Agreement # OK-MA-145_10 between Contractor and the State of Oklahoma, on behalf of the member states of the National Association of State Procurement Officials and the Western States Contracting Alliance, and its attachments, which together with this Addendum sets forth terms, conditions and requirements for purchase by Authorized Purchasers of the goods and services described therein.

"Purchase Order" means the purchase order document submitted to Contractor by an Authorized Purchaser that incorporates this Addendum by reference and specifies the quantity and type of goods or services that Contractor will provide to the Authorized Purchaser under the terms of the Master Agreement and this Addendum.

"State", for the purposes of this Participating Addendum, means the State of Oregon.

2. Purchase Orders.

2.1 Purchase Orders. Authorized Purchasers may use their own forms for Purchase Orders. State agencies may also use the general State-approved Purchase Order referencing the Master Agreement Number. To the extent that the terms of any form differ from the terms of this Addendum, the terms of this Addendum supersede such contrary terms. Each Purchase Order from an Authorized Purchaser that is not a State agency must contain, on the front page, the following language:

THIS PURCHASE IS PLACED AGAINST THE STATE OF OKLAHOMA MASTER AGREEMENT NO. OK-MA-145_10 THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT AND THE ASSOCIATED PARTICIPATING ADDENDUM ENTERED INTO BY THE STATE OF OREGON, CONTRACT NO. 7638 APPLY TO THIS PURCHASE AND SUPERSEDE ALL CONFLICTING TERMS AND CONDITIONS, EXPRESS OR IMPLIED.

2.2 Effect of Purchase Orders. The State is only liable for purchases made by State of Oregon agencies that issue Purchase Orders. Other Authorized Purchasers are responsible for any purchases under Purchase Orders they issue. The State expressly disclaims any liability for purchases made by non-State agency Authorized Purchasers or any other entity.

2.3 Verification of Authorized Purchasers. Contractor is responsible for verifying that it provides goods and services under this Addendum only to Authorized Purchasers. Contractor may verify that a particular entity is an ORCPP member on-line at <http://www.oregon.gov/DAS/PFSS/SPO/coop-menu.shtml> or by using the Oregon Procurement Information Network (ORPIN) at <http://orpin.oregon.gov/open.dll/welcome>.

3. Payment Provisions. All payments are subject to ORS 293.462.

4. Funds available and authorized/non-appropriation. The State of Oregon's and its agencies' payment obligations under this Addendum are conditioned upon Authorized Purchaser's receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Authorized Purchaser, in the exercise of its reasonable administrative discretion, to meet its payment obligations under any Contract issued under this Addendum. Contractor is not entitled to receive payment under this Addendum or any Contract from any part of Oregon state government other than Authorized Purchaser. Nothing in this Addendum or Contract is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. Authorized Purchaser represents that it has sufficient appropriations and limitation for the current biennium to make payments under any Contract issued under this Addendum.

5. Volume Sales Reports (VSRs) / Vendor Collected Administrative Fee (VCAF)

5.1 Volume Sales Reports (VSRs):

5.1.1 Contractor shall submit a Volume Sales Report (VSR) no later than thirty (30) calendar days from the end of each calendar quarter; which contains:

Complete and accurate details of all receipts (sales and refunds) for the reported period;
The information as identified in the DAS PS document titled Volume Sales Report Template - Data Requirement, Format and Layout; and Such other information as DAS PS may reasonably request.

Contractor shall send a VSR to DAS PS each quarter, whether or not there are sales. When no sales have been recorded for the quarter a report must be submitted stating "No Sales for the Quarter."

5.1.2 Data Medium and Delivery Medium: Contractor shall provide VSRs in MS Excel (.xls) format. VSRs must be submitted by e-mail. Delivered print outs of VSRs are not acceptable. Hard copies of VSRs on CDs are only acceptable if the size of the file precludes transmission by email. Approval from the Contract Administrator must be obtained for deviations from these requirements.

5.1.3 Receipt/Acceptance: The first VSR submitted by the Contractor must be submitted to the DAS PS Contract Administrator for review and approval. Approved first VSRs and subsequent VSRs must be submitted to vcalreporting@state.or.us. A separate section follows describing the administrative

charge if it is applicable. The Contract Administrator's receipt or acceptance of any of the VSRs furnished pursuant to this Price Agreement shall not preclude DAS PS from challenging the validity thereof at any time.

5.1.4 DAS PS reserves the right to terminate this price agreement if volume sales reports are not received as scheduled on in the prescribed format.

5.2 Vendor Collected Administrative Fee (VCAF):

5.2.1 Vendor Collected Administrative Fee (VCAF) PERCENTAGE:

The Vendor Collected Administrative Fee (VCAF), is a charge equal to One Percent (1.0 %) of Contractor's Gross total sales, less any credits, made to Authorized Purchasers during the calendar quarter.

5.2.2 VCAF Amount / Payment Due Date: During the term of this Price Agreement and for the sales during the last calendar quarter of the term of this Price Agreement, the Contractor shall remit VCAF payment to DAS PS within forty-five (45) calendar days after the end of each calendar quarter.

5.2.3 Contractors may not reflect the VCAF fee as a separate line item charge to Authorized Purchasers. Contractor's proposed prices shall reflect all Contractor's charges to Authorized Purchasers. For the purposes of this Price Agreement, quarters end March 31, June 30, September 30, and December 31. DAS PS will invoice the Contractor for the VCAF on a State generated invoice from the information submitted on the VSR. Contractor is responsible for timely reporting and payment, regardless of entity that actually reports or makes VCAF payment to DAS PS.

5.2.3.1 Payment Format: The fee shall be in the form of a check remitted to:

State of Oregon
Department of Administrative Services
Attn: Shared Financial Services/PS
155 Cottage Street NE
Salem, Oregon 97301

Any other form of payment must be specifically approved by the Contract Administrator.

5.2.3.2 Interest: Any payments Contractor makes or causes to be made to DAS PS after the due date as indicated on the invoice shall accrue interest at a rate of 18% per annum or the maximum rate permitted by law, whichever is less, until such overdue amount shall have been paid in full. DAS PS's right to interest on late payments shall not preclude DAS PS from exercising any of its other rights or remedies pursuant to this Price Agreement or otherwise with regards to Contractor's failure to make timely remittances.

5.3 Audit: DAS PS, as its own expense (except as provided herein), shall have the right during regular business hours, at Contractor's premises, and upon reasonable notice, by itself or by a person authorized by it, to audit Contractor's Records, as defined herein, and other pertinent data, to determine and verify the figures reported in any VSRs furnished by Contractor. In the event that any such audit reveals underpayment of administrative fees, Contractor shall immediately pay the amount of deficiency, together with interest thereon at the rate provided in Section 2.11.2.7. At DAS

PS'S request, Contractor shall pay the reasonable cost of an audit, but only if such audit reveals that an underpayment may exist as determined by DAS PS.

5.4 Limitation of Liability: Contractor acknowledges and agrees that the State shall bear no liability on Contracts entered into for purchases by non-State Agencies, which liability the State expressly disclaims. With regard to non-State Agencies, Contractor agrees to look solely to the respective contracting party for any rights and remedies Contractor may have at law or in equity arising out of the sale and purchase of Contractor's Goods or Services and the resulting contractual relationship, if any, with each such contracting party.

6. Warranties. Authorized Purchasers are entitled to the warranties, rights, remedies, and benefits under the Master Agreement and this Addendum for any purchases made by such Authorized Purchasers pursuant to Purchase Orders. Without limiting the generality of the warranty provisions of the Master Agreement, Contractor represents and warrants to Authorized Purchaser that:

- a. Contractor has the power and authority to enter into and perform this Addendum and that this Addendum, when executed and delivered, will be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- b. Goods or Products will be new, unused, current production models, where applicable, and will be free from defects in materials, design and manufacture for manufacturer's standard warranty period. Where specifications have been made a part of the RFP, Contractor further warrants that all Goods or Products conform to the specifications and meet or exceed all quality and safety standards set in the RFP;
- c. all Services to be performed under this Addendum will be performed in accordance with the highest applicable professional or industry standards, and that only workmanship of the first quality shall be employed in the performance of this Addendum;
- d. Contractor shall transfer to Authorized Purchaser all manufacturer warranties covering Goods or Products, if any at time of delivery at no charge, and
- e. all Goods or Products, if any, are free and clear of any liens or encumbrances, and that Contractor has full legal title to such Goods or Products, and that no other person has any right, title or interest in the Goods or Products which is superior to or infringe upon the rights granted to Authorized Purchaser hereunder.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided in the Master Agreement. All warranties provided in this Addendum are cumulative and will be interpreted expansively so as to afford Authorized Purchaser the broadest warranty protection available.

7. Indemnities.

7.1 General Indemnity. Contractor will defend, save, hold harmless and indemnify the Authorized Purchaser and the State of Oregon and their agencies, subdivisions, officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the activities of Contractor or its officers, employees, subcontractors or agents under the Addendum.

7.2 Infringement Indemnity. Contractor will, at Contractor's sole expense, defend, save, hold harmless and indemnify Authorized Purchasers and the State of Oregon and their agencies,

subdivisions, officers, employees and agents from and against any and all costs, damages, attorneys' fees, and any and all costs incurred in any settlement negotiation or final settlement agreement resulting from, relating to, or arising out of a claim that any aspect of the goods or services furnished under a Purchase Order infringes a patent, utility model, industrial design, copyright, mask work, trademark, trade dress, or any other legally cognizable intellectual property right of any third party (an "Infringement Claim").

7.3 Participation. Control of Defense and Settlement. Contractor's obligation to indemnify Authorized Purchaser as set forth in Sections 7.1 and 7.2 is conditioned on Authorized Purchaser providing to Contractor prompt notification of any claim or potential claim of which Authorized Purchaser becomes aware that may be the subject of those Sections. Contractor shall have control of the defense and settlement of any claim that is subject to Section 7.1 or Section 7.2; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any Authorized Purchaser of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the approval of the Attorney General, nor shall Contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

7.4 Remedies. If any goods or services furnished by Contractor are, in Contractor's opinion, likely to become the subject of an Infringement Claim, or if an Authorized Purchaser is prevented from exercising its rights under this Addendum based on any Infringement Claim or court order arising from any Infringement Claim, then Contractor may, at its option and expense, procure for the Authorized Purchaser the right to continue using the allegedly infringing goods or services, or replace or modify the goods or services so that they become non-infringing; provided that the replacement or modified good or service meets the specifications set forth in the applicable Purchase Order to the satisfaction of the Authorized Purchaser. If the foregoing remedies are not available, then Authorized Purchaser will return the allegedly infringing goods or terminate the allegedly infringing services, and Contractor will refund Authorized Purchaser's payments, in full, for the allegedly infringing goods or services.

8. Term and Termination of Participating Addendum.

8.1 Term. This Addendum remains in effect until the earlier of (a) the expiration or termination of the Master Agreement, or (b) termination of this Addendum in accordance with its terms.

8.2 Termination. DAS PS may terminate this Addendum, in whole or in part, at any time upon thirty (30) days prior notice to Contractor. In addition, DAS PS may terminate this Addendum, in whole or in part, immediately upon notice to Contractor, or at such later date as DAS PS may establish in such notice, for any reason, or upon the occurrence of any of the following events:

a. State fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the goods to be purchased under the Addendum; or

b. Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the purchase of goods under this Addendum is prohibited or the State is prohibited from paying for such goods from the planned funding source.

Upon receipt of written notice of termination, Contractor will stop performance under all Purchase Orders as directed by State.

8.3 Termination under any provision of this Addendum does not extinguish or prejudice State's or an Authorized Purchaser's right to enforce this Addendum or a Purchase Order with respect to Contractor's breach of any warranty or any defect in or default of Contractor's performance that has not been cured, including any right of the State or an Authorized Purchaser to indemnification by Contractor. If this Addendum or a Purchase Order is so terminated, the State or an Authorized Purchaser will pay Contractor in accordance with the terms of this Addendum for goods delivered and accepted by the Authorized Purchaser.

9. Termination of Individual Purchase Orders.

9.1 Individual Purchase Orders may be terminated at any time by written consent of Authorized Purchaser and Contractor or Authorized Purchaser may, at its sole discretion, terminate individual Purchase Orders, in whole or in part, upon 30 days written notice to Contractor.

9.2 Authorized Purchaser may terminate individual Purchase Orders, in whole or in part, immediately upon notice to Contractor, or at such later date as Authorized Purchaser may establish in such notice, upon the occurrence of any of the following events:

- a. Authorized Purchaser fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the goods to be purchased under the Purchase Order;
- b. Federal or State laws, regulations or guidelines are modified or interpreted in such a way that either the purchase of goods under the Purchase Order is prohibited or Authorized Purchaser is prohibited from paying for such goods from the planned funding source; or
- c. Contractor commits any material breach of this Addendum or a Purchase Order

9.3 Upon receipt of written notice of termination, Contractor will stop performance under the Purchase Order as directed by Authorized Purchaser.

9.4 Termination of a Purchase Order does not extinguish or prejudice Authorized Purchaser's right to enforce the Purchase Order with respect to Contractor's breach of any warranty or any defect in or default of Contractor's performance that has not been cured, including any right of Authorized Purchaser to indemnification by Contractor. In addition, termination of a Purchase Order does not extinguish or prejudice Authorized Purchaser's right to enforce the warranty, indemnification, governing law, venue and consent to jurisdiction provisions of this Addendum. If a Purchase Order is so terminated, Authorized Purchaser will pay Contractor in accordance with the terms of this Addendum for goods delivered and accepted by Authorized Purchaser.

10. Compliance with Applicable Law. Contractor will comply with all federal, state and local laws, rules, regulations, executive orders and ordinances applicable to the Work under this Contract, and an Authorized Purchaser's performance under a Purchase Order is conditioned on Contractor's

compliance with the provisions of ORS 279B.220, 279B.235, 279B.230. and 279B.270. In addition, Contractor warrants good and services provided under this Addendum will comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Division. Contractor also agrees to comply with (a) Title VI of the Civil Rights Act of 1964, (b) Section v of the Rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990 and ORS 659.425, (d) all regulations and administrative rules established pursuant to the foregoing laws and (e) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

11. Application of Public Records Law. Contractor acknowledges that any disclosures Contractor makes to Authorized Purchaser under this Addendum are subject to application of the Oregon Public Records Law, including but not limited to ORS 192.410 - 192.505, the provisions for the Custody and Maintenance of Public Records, ORS 192.005 - 192.710, and of ORS 646.461 - 646.475. The non-disclosure of documents or of any portion of a document submitted by Contractor to Authorized Purchaser may depend upon official or judicial determinations made pursuant to the foregoing laws. Contractor will be notified prior to Authorized Purchaser's release of documents to Entities other than participating agencies or other State agencies. Contractor shall be exclusively responsible for defending Contractor's position concerning the confidentiality of the requested documents, at its own expense,

12. Recycled Products. Contractor will use, to the maximum extent economically feasible in the performance of this Contract, recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

13. Notices. Except as otherwise provided in a Purchase Order, any formal communications between the parties to or notices to be given under a Purchase Order will be given in writing by personal delivery of a facsimile transmission or the notice or mailing the notice, postage prepaid, at the address or number set forth on the Purchase Order. Any communication so addressed and mailed will be deemed to have been received five (5) calendar days after mailing. Any communication delivered by facsimile will be deemed to be given when a confirming report for the transmission is generated by the transmitting machine. To be effective against the receiving party, such facsimile transmission must be confirmed by telephone notice to the receiving party's authorized representative, as set forth in the Purchase Order. Any communication or notice by personal delivery will be deemed to be given when actually received by the appropriate authorized representative.

As between Contractor and State with respect to this Addendum, the Primary Contacts of Contractor and State are set forth above.

14. Governing Law. This Addendum and resulting Contracts are governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws.

15. Jurisdiction and Venue. Any claim, action, suit or proceeding (collectively, "Claim") between State or any other agency or department of the State of Oregon, and Contractor, that arises from or relates to this Addendum or a Purchase Order under this Addendum, will be brought and conducted solely and exclusively in the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively in the United States District Court of the District of Oregon.

CONTRACTOR, BY EXECUTION OF THIS ADDENDUM OR ACCEPTANCE OF A PURCHASE ORDER SUBMITTED PURSUANT TO THIS ADDENDUM HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing in this section will be construed as a waiver of the State of Oregon's sovereign immunity with respect to any Claim, whether brought under State or Federal law, or in State or Federal Court.

Any Claims between Contractor and an Authorized Purchaser other than the State of Oregon or State agency that arise from or are related to individual Purchase Orders or this Addendum will be brought and conducted solely and exclusively within the Circuit Court of the county in the State of Oregon in which such Authorized Purchaser resides or has its principal office, or at Authorized Purchaser's option, within such other county as Authorized Purchaser will be entitled to proceed under the venue laws of Oregon to bring or defend Claims. If any such Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

16. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon as of the effective date of this Addendum, Contractor will promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Contract. An Authorized Purchaser may withhold final payment under a Purchase Order until Contractor has provided the Oregon Department of Revenue with the required information.

17. Merger Clause; Waiver. This Addendum, including the Master Agreement and the exhibits attached to this Addendum, constitutes the entire agreement between the parties on the subject matter hereof, and supersede all prior agreements, oral or written. There are no understandings, agreements, or representations, oral or written, between these parties that are not specified in this Addendum. No waiver, consent, modification or change of terms of this Addendum binds either party unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made is effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Addendum does not constitute a waiver by the State of that or any other provision.

18. Independent Contractor. Contractor shall act at all times as an independent contractor and not as an agent or employee of Authorized Purchaser. Contractor has no right or authority to incur or create any obligation for or legally bind Authorized Purchaser in any way. Contractor is not an "officer", "employee", or "agent" of Authorized Purchaser (or any other agency, office, or department of the State of Oregon), as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary. Neither party shall make any statements, representations, or commitments of any kind or to take any action binding on the other except as provided for herein or authorized in writing by the party to be bound.

19. Access to Records. Contractor will maintain all fiscal records relating to Purchase Orders in accordance with generally accepted accounting principles and will maintain any other records relating to Purchase Orders in such a manner as to clearly document Contractor's performance thereunder. The Authorized Purchaser, the State and its agencies, the Oregon Secretary of State Audits Division and their duly authorized representatives will have access to such fiscal records and to all other books, documents, papers, plans and writings of Contractor which relate to this Addendum to perform examination and audits and make excerpts and transcripts. To the extent provided by law, the federal government will be entitled to the same access as the State of Oregon and Authorized Purchasers. Contractor will retain and keep accessible all such fiscal records, books,

documents, papers, plans, and writings for a minimum of six years, or such longer period as may be required by applicable law following final payment and termination of this Addendum, or until the conclusion of any audit, controversy or litigation arising out of or related to this Addendum, whichever date is later.

20. Severability. If any term or provision of this Addendum is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Addendum did not contain the particular term or provision held to be invalid.

21. Survival. Any terms of this Addendum, which by their nature are intended to survive termination or expiration including but not limited to warranty, indemnification, access to records, governing law, venue, consent to jurisdiction, termination and remedies provisions survive the termination or expiration of this Addendum.

22. Insurance. Within ten (10) days of the Effective Date, Contractor must provide insurance as set forth on Exhibit No. 2. No Purchase Orders may be placed or accepted until proof is provided that these requirements have been met.

22. Anticipated Amendments. The parties may need to amend this Addendum to modify selected terms, conditions, and price(s). This Addendum may be modified by written document only.

Exhibit No. 2 - INSURANCE

Contractor shall obtain at Contractor's expense the Insurance specified in this Exhibit No. 2 prior to performing under this Addendum and shall maintain it in full force and at its own expense throughout the duration of this Addendum and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to DAS PS. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, shall provide workers' compensation insurance as required by applicable workers' compensation laws for persons performing work under this contract including Employers' Liability Insurance with limits not less than \$500,000 each accident. Contractor shall require and ensure that each of its subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

☒ Required by Agency ☐ Not required by Agency.

Commercial General Liability Insurance covering bodily injury, death and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage. Coverage shall be written on an occurrence basis in an amount of not less than \$2,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00.

AUTOMOBILE LIABILITY INSURANCE:

☒ Required by Agency ☐ Not required by Agency.

Automobile Liability Insurance covering all owned, non-owned, or hired vehicles with a combined single limit of not less than \$2,000,000.00 for bodily injury and property damage.

PROFESSIONAL LIABILITY:

☒ Required by Agency ☐ Not required by Agency.

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract in an amount not less than \$2,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Tail Coverage as stated below.

ADDITIONAL INSURED:

The Commercial General Liability insurance and Automobile Liability insurance required under this Contract shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract.

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor's completion and Agency's acceptance of all Services required under this Contract, or, (ii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Contractor shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as Additional Insured, specify that Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any, that all coverage shall be primary and non-contributory with any other insurance and self-insurance, and confirm that either an extended reporting period of at least 24 months is provided on all claims made policies or that tail coverage is provided. As proof of insurance Agency has the right to request copies of insurance policies relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

The contractor or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by Agency under this agreement and to provide updated requirements as mutually agreed upon by Contractor and Agency.

EXHIBIT NO. 3

CONTRACTOR TAX CERTIFICATION

The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury to the best of the individual's knowledge that:

1. The number shown on this form is Contractor's correct taxpayer identification;

Federal Tax Number 86-0741227

Oregon Tax Number 11/11

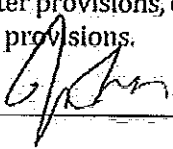
2. Contractor is not subject to backup withholding because:

- (i) Contractor is exempt from backup withholding,
- (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or
- (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding.

3. S/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes,

4. For a period of no fewer than six calendar years preceding the Effective Date of this Addendum and any Contract, Contractor faithfully has complied with:

- (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
- (iii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
- (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Contractor Signature  Date 2/7/17

**Public Safety/Law Enforcement Video and Vehicle Mounted Equipment
Attachment D Band 3 - Pricing Workbook**

OK - MA - 145 - BAND 3 - Video Storage, Data Security, Software, and Peripherals

Supplier Name:

Axon Enterprise, Inc.

List proposed equipment with brand, model numbers			Small (1 - 25 Officers)	Medium (26-200 Officers)	Large (201-1000 Officers)	X-Large (1001+ Officers)
SKU	Product Description	Price				
85035	Evidence.com storage (GB): 1 year	0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75
85130	Officer Safety Plan Standard annual payment (only available for 5-year term)	1,320.00	\$ 1,320.00	\$ 1,320.00	\$ 1,320.00	\$ 1,320.00
73623	CITIZEN FOR COMMUNITIES 5001-10000 SWORN ANNUAL PAYMENT	31,900.00	\$ 31,900.00	\$ 31,900.00	\$ 31,900.00	\$ 31,900.00
20105	TASER 7 TRADE-IN OSP	-	\$ -	\$ -	\$ -	\$ -
20133	IN-HOUSE INSTRUCTOR COURSE ONLINE MATERIAL	30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
20134	VR EMPATHY DEVELOPMENT STARTER CONTENT PAYMENT	2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50
20135	OCULUS GO STANDALONE VIRTUAL REALITY HEADSET	300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
20136	IN-HOUSE INSTRUCTOR COURSE ONLINE MATERIAL TWO YEAR ACCESS	30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
20242	TASER CERTIFICATION PROGRAM YEAR 6-10 ACCESS	-	\$ -	\$ -	\$ -	\$ -
20249	VR EMPATHY DEVELOPMENT STARTER CONTENT ACCESS	-	\$ -	\$ -	\$ -	\$ -
20259	VR EMPATHY DEVELOPMENT USER UNLIMITED ACCESS PAYMENT	5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
20261	ADD-ON VR EMPATHY DEVELOPMENT USER UNLIMITED ACCESS PAYMENT	2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50
20270	6DOF VR HEADSET	600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
20272	ENTERPRISE UNLIMITED VR CONTENT ACCESS	-	\$ -	\$ -	\$ -	\$ -
20273	VR EMPATHY DEVELOPMENT ENTERPRISE UNLIMITED ACCESS	-	\$ -	\$ -	\$ -	\$ -
20274	VR 3 DOF ENTERPRISE BUNDLE PAYMENT	12,500.00	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00
20275	VR 6 DOF ENTERPRISE BUNDLE PAYMENT	25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
50144	RECORDING SERVER - Windows 2012 R2 64 bit ? 2U Xeon (4-core)	5,200.00	\$ 5,200.00	\$ 5,200.00	\$ 5,200.00	\$ 5,200.00
50145	CISCO 2960-X SERIES 48-PORT POE SWITCH (2960X-48LPS-L)	3,646.00	\$ 3,646.00	\$ 3,646.00	\$ 3,646.00	\$ 3,646.00
50203	FIELD ENGINEERING SERVICES (PER DAY), MATERIALS	1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
50206	RECORDING SERVER LITE, 1U RACK SERVER, XEON (4-CORE), 8GB ME	1,750.00	\$ 1,750.00	\$ 1,750.00	\$ 1,750.00	\$ 1,750.00
50219	AXIS M5014 PTZ DOME CAMERA COVERT - NON SER	740.00	\$ 740.00	\$ 740.00	\$ 740.00	\$ 740.00
50223	POS-X TOUCHPANEL W/ 8GB RAM, 500GB SSD HD - NON SER	2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00
50249	Commander SSL Certificate - 1 Year	15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
50250	Commander SSL Certificate - 2 Year	30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
50255	AXIS Q7401 Video Encoder	482.00	\$ 482.00	\$ 482.00	\$ 482.00	\$ 482.00
50261	PANEL MOUNT LED, 24VDC - GREEN	30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
50262	PANEL MOUNT LED, 24VDC - BLUE	30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
50263	PANEL MOUNT LED, 24VDC - WHITE	30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
50264	PANEL MOUNT LED, 24VDC - YELLOW	30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
50266	COMMANDER SOFTWARE, INSTALLATION AND TRAINING	2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
50282	COMMANDER SERVER 24TB (NON SERIALIZED)	8,848.00	\$ 8,848.00	\$ 8,848.00	\$ 8,848.00	\$ 8,848.00
50283	COMMANDER SERVER 36TB (NON SERIALIZED)	9,509.00	\$ 9,509.00	\$ 9,509.00	\$ 9,509.00	\$ 9,509.00
50284	COMMANDER SERVER 54TB (NON SERIALIZED)	10,797.00	\$ 10,797.00	\$ 10,797.00	\$ 10,797.00	\$ 10,797.00
50285	COMMANDER SERVER 72TB (NON SERIALIZED)	12,563.00	\$ 12,563.00	\$ 12,563.00	\$ 12,563.00	\$ 12,563.00
50286	COMMANDER SERVER 90TB (NON SERIALIZED)	16,250.00	\$ 16,250.00	\$ 16,250.00	\$ 16,250.00	\$ 16,250.00
50287	JBOD - 144TB (NON SERIALIZED)	11,145.00	\$ 11,145.00	\$ 11,145.00	\$ 11,145.00	\$ 11,145.00
50300	AXON DISPATCH LICENSE	-	\$ -	\$ -	\$ -	\$ -
50302	AXON DISPATCH LICENSE PAYMENT	50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
70027	EVIDENCE.COM DOCK, CORE	314.00	\$ 314.00	\$ 314.00	\$ 314.00	\$ 314.00
70030	EXTENDED WARRANTY, 2 YEAR, EVIDENCE.COM DOCK, CORE	82.75	\$ 82.75	\$ 82.75	\$ 82.75	\$ 82.75
70031	EXTENDED WARRANTY, 2 YEAR, EVIDENCE.COM AB2 DOCK, 1-BAY	51.75	\$ 51.75	\$ 51.75	\$ 51.75	\$ 51.75
70032	EXTENDED WARRANTY, 2 YEAR, EVIDENCE.COM AB2 DOCK, 6-BAY	434.00	\$ 434.00	\$ 434.00	\$ 434.00	\$ 434.00
73031	VIEWER, IOS	277.00	\$ 277.00	\$ 277.00	\$ 277.00	\$ 277.00
73092	VIEWER, ANDROID TABLET	261.00	\$ 261.00	\$ 261.00	\$ 261.00	\$ 261.00
73104	VIEWER, STANDARD ANDROID	282.00	\$ 282.00	\$ 282.00	\$ 282.00	\$ 282.00
73265	TRANSFERRED AB3 CAMERA TAP WARRANTY	-	\$ -	\$ -	\$ -	\$ -
73266	TRANSFERRED AB3 MULTI-BAY DOCK TAP WARRANTY	-	\$ -	\$ -	\$ -	\$ -
73270	2 YEAR AB3 CAMERA TAP REPLACEMENT WARRANTY	-	\$ -	\$ -	\$ -	\$ -

73271	2 YEAR AB3 1-BAY DOCK TAP REPLACEMENT WARRANTY	\$	-	\$	-	\$	-	\$	-
73272	2 YEAR AB3 8-BAY DOCK TAP REPLACEMENT WARRANTY	\$	-	\$	-	\$	-	\$	-
73273	2.5 YEAR AB3 CAMERA TAP REPLACEMENT WARRANTY	\$	-	\$	-	\$	-	\$	-
73274	2.5 YEAR AB3 1-BAY DOCK TAP REPLACEMENT WARRANTY	\$	-	\$	-	\$	-	\$	-
73275	2.5 YEAR AB3 8-BAY DOCK TAP REPLACEMENT WARRANTY	\$	-	\$	-	\$	-	\$	-
73276	3 YEAR AB3 CAMERA TAP REPLACEMENT WARRANTY	\$	-	\$	-	\$	-	\$	-
73277	3 YEAR AB3 1-BAY DOCK TAP REPLACEMENT WARRANTY	\$	-	\$	-	\$	-	\$	-
73278	3 YEAR AB3 8-BAY DOCK TAP REPLACEMENT WARRANTY	\$	-	\$	-	\$	-	\$	-
73279	3.5 YEAR AB3 CAMERA TAP REPLACEMENT WARRANTY	\$	-	\$	-	\$	-	\$	-
73280	3.5 YEAR AB3 1-BAY DOCK TAP REPLACEMENT WARRANTY	\$	-	\$	-	\$	-	\$	-
73281	3.5 YEAR AB3 8-BAY DOCK TAP REPLACEMENT WARRANTY	\$	-	\$	-	\$	-	\$	-
73282	4 YEAR AB3 CAMERA TAP REPLACEMENT WARRANTY	\$	-	\$	-	\$	-	\$	-
73283	4 YEAR AB3 1-BAY DOCK TAP REPLACEMENT WARRANTY	\$	-	\$	-	\$	-	\$	-
73284	4 YEAR AB3 8-BAY DOCK TAP REPLACEMENT WARRANTY	\$	-	\$	-	\$	-	\$	-
73300	5 Year Officer Safety Plan AB3 Camera	\$	-	\$	-	\$	-	\$	-
73309	AXON BODY CAMERA REFRESH ONE	\$	-	\$	-	\$	-	\$	-
73310	AXON BODY CAMERA REFRESH TWO	\$	-	\$	-	\$	-	\$	-
73313	1-BAY DOCK AXON BODY CAMERA REFRESH ONE	\$	-	\$	-	\$	-	\$	-
73314	1-BAY DOCK AXON BODY CAMERA REFRESH TWO	\$	-	\$	-	\$	-	\$	-
73335	FLEET CAMERA REFRESH (ONE FRONT AND ONE REAR)	\$	-	\$	-	\$	-	\$	-
73337	UCP X2 ANNUAL CARTRIDGE SHIPMENT	\$	-	\$	-	\$	-	\$	-
73338	UCP X26P ANNUAL CARTRIDGE SHIPMENT	\$	-	\$	-	\$	-	\$	-
73341	AXON FLEX CONTROLLER REFRESH ONE	\$	-	\$	-	\$	-	\$	-
73342	AXON FLEX CONTROLLER REFRESH TWO	\$	-	\$	-	\$	-	\$	-
73345	AXON BODY CAMERA REFRESH THREE	-	-	-	-	-	-	-	-
73346	AXON BODY CAMERA REFRESH FOUR	-	-	-	-	-	-	-	-
73347	MULTI-BAY BWC DOCK 3RD REFRESH	-	-	-	-	-	-	-	-
73348	MULTI-BAY BWC DOCK 4TH REFRESH	-	-	-	-	-	-	-	-
73419	AWARE PLUS LICENSE UPGRADE PAYMENT	\$	16.00	\$	16.00	\$	16.00	\$	16.00
73431	CITIZEN FOR COMMUNITIES 1-10 SWORN PAYMENT	\$	175.00	\$	175.00	\$	175.00	\$	175.00
73441	REDACTION ASSISTANT 1-10 SWORN PAYMENT	\$	175.00	\$	175.00	\$	175.00	\$	175.00
73447	AWARE TO AWARE PLUS UPGRADE LICENSE	\$	-	\$	-	\$	-	\$	-
73448	AWARE TO AWARE PLUS UPGRADE LICENSE PAYMENT	\$	16.00	\$	16.00	\$	16.00	\$	16.00
73449	AWARE LICENSE	\$	-	\$	-	\$	-	\$	-
73474	REDACTION ASSISTANT 11-30 SWORN PAYMENT	\$	325.00	\$	325.00	\$	325.00	\$	325.00
73477	REDACTION ASSISTANT ACCESS UPGRADE TO 11-30	\$	-	\$	-	\$	-	\$	-
73484	REDACTION ASSISTANT 31-50 SWORN PAYMENT	\$	625.00	\$	625.00	\$	625.00	\$	625.00
73487	REDACTION ASSISTANT ACCESS UPGRADE TO 31-50	\$	-	\$	-	\$	-	\$	-
73497	REDACTION ASSISTANT 51-150 SWORN PAYMENT	\$	1,200.00	\$	1,200.00	\$	1,200.00	\$	1,200.00
73498	REDACTION ASSISTANT ACCESS UPGRADE TO 51-150	\$	-	\$	-	\$	-	\$	-
73504	REDACTION ASSISTANT 151-350 SWORN PAYMENT	\$	2,400.00	\$	2,400.00	\$	2,400.00	\$	2,400.00
73507	REDACTION ASSISTANT ACCESS UPGRADE TO 151-350	\$	-	\$	-	\$	-	\$	-
73517	REDACTION ASSISTANT 351-1000 SWORN PAYMENT	\$	5,400.00	\$	5,400.00	\$	5,400.00	\$	5,400.00
73518	REDACTION ASSISTANT ACCESS UPGRADE TO 351-1000	\$	-	\$	-	\$	-	\$	-
73525	REDACTION ASSISTANT 1001-2500 SWORN PAYMENT	\$	8,300.00	\$	8,300.00	\$	8,300.00	\$	8,300.00
73527	REDACTION ASSISTANT ACCESS UPGRADE TO 1001-2500	\$	-	\$	-	\$	-	\$	-
73534	REDACTION ASSISTANT 2501-5000 SWORN PAYMENT	\$	16,900.00	\$	16,900.00	\$	16,900.00	\$	16,900.00
73537	REDACTION ASSISTANT ACCESS UPGRADE TO 2501-5000	\$	-	\$	-	\$	-	\$	-
73544	REDACTION ASSISTANT 5001-10000 SWORN PAYMENT	\$	31,900.00	\$	31,900.00	\$	31,900.00	\$	31,900.00
73547	REDACTION ASSISTANT ACCESS UPGRADE TO 5001-10000	\$	-	\$	-	\$	-	\$	-
73548	REDACTION ASSISTANT TIER PAYMENT CHARGE	\$	-	\$	-	\$	-	\$	-
73554	CITIZEN FOR COMMUNITIES 11-30 SWORN PAYMENT	\$	325.00	\$	325.00	\$	325.00	\$	325.00
73557	CITIZEN FOR COMMUNITIES ACCESS UPGRADE TO 11-30	\$	-	\$	-	\$	-	\$	-
73567	CITIZEN FOR COMMUNITIES 31-50 SWORN PAYMENT	\$	625.00	\$	625.00	\$	625.00	\$	625.00
73568	CITIZEN FOR COMMUNITIES ACCESS UPGRADE TO 31-50	\$	-	\$	-	\$	-	\$	-
73577	CITIZEN FOR COMMUNITIES 51-150 SWORN AGENCY LICENSE PAYMENT	\$	1,200.00	\$	1,200.00	\$	1,200.00	\$	1,200.00
73578	CITIZEN FOR COMMUNITIES ACCESS UPGRADE TO 51-150	\$	-	\$	-	\$	-	\$	-
73584	CITIZEN FOR COMMUNITIES 151-350 SWORN PAYMENT	\$	2,400.00	\$	2,400.00	\$	2,400.00	\$	2,400.00
73587	CITIZEN FOR COMMUNITIES ACCESS UPGRADE TO 151-350	\$	-	\$	-	\$	-	\$	-
73597	CITIZEN FOR COMMUNITIES 351-1000 SWORN PAYMENT	\$	5,400.00	\$	5,400.00	\$	5,400.00	\$	5,400.00
73598	CITIZEN FOR COMMUNITIES ACCESS UPGRADE TO 351-1000	\$	-	\$	-	\$	-	\$	-
73607	CITIZEN FOR COMMUNITIES 1001-2500 SW AGENCY LICENSE PAYMENT	\$	8,300.00	\$	8,300.00	\$	8,300.00	\$	8,300.00
73608	CITIZEN FOR COMMUNITIES ACCESS UPGRADE TO 1001-2500	\$	-	\$	-	\$	-	\$	-
73614	CITIZEN FOR COMMUNITIES 2501-5000 SWORN PAYMENT	\$	16,900.00	\$	16,900.00	\$	16,900.00	\$	16,900.00
73617	CITIZEN FOR COMMUNITIES ACCESS UPGRADE TO 2501-5000	\$	-	\$	-	\$	-	\$	-
73627	CITIZEN FOR COMMUNITIES ACCESS UPGRADE TO 5001-10000	\$	-	\$	-	\$	-	\$	-
73628	CITIZEN FOR COMMUNITIES TIER PAYMENT CHARGE	\$	-	\$	-	\$	-	\$	-

73636	OSP 7+ NON-HARDWARE USER ADD ON PAYMENT	\$	49.00	\$	49.00	\$	49.00	\$	49.00	\$	49.00
73638	STANDARDS ACCESS LICENSE	\$	-	\$	-	\$	-	\$	-	\$	-
73639	STANDARDS LICENSE PAYMENT	\$	20.00	\$	20.00	\$	20.00	\$	20.00	\$	20.00
73665	AWARE PAYMENT	\$	9.00	\$	9.00	\$	9.00	\$	9.00	\$	9.00
73666	AWARE PLUS PAYMENT	\$	25.00	\$	25.00	\$	25.00	\$	25.00	\$	25.00
73680	AWARE PLUS LICENSE	\$	-	\$	-	\$	-	\$	-	\$	-
73681	AXON RECORDS FULL	\$	-	\$	-	\$	-	\$	-	\$	-
73682	AUTO TAGGING LICENSE	\$	-	\$	-	\$	-	\$	-	\$	-
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	\$	-	\$	-	\$	-	\$	-	\$	-
73684	10 GB EVIDENCE.COM ARCHIVAL A-LA-CART STORAGE	\$	-	\$	-	\$	-	\$	-	\$	-
73685	EVIDENCE.COM CHANNEL SERVICES SMA	\$	-	\$	-	\$	-	\$	-	\$	-
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	\$	-	\$	-	\$	-	\$	-	\$	-
73687	EVIDENCE.COM VIEWER LICENSE	\$	-	\$	-	\$	-	\$	-	\$	-
73688	MULTI-BAY BWC DOCK FINAL REFRESH	\$	-	\$	-	\$	-	\$	-	\$	-
73689	MULTI-BAY BWC DOCK MID REFRESH	\$	-	\$	-	\$	-	\$	-	\$	-
73690	CITIZEN FOR COMMUNITIES 1001-2500 SW AGENCY LICENSE	\$	-	\$	-	\$	-	\$	-	\$	-
73691	CITIZEN FOR COMMUNITIES 1-10 SW AGENCY-WIDE LICENSE	\$	-	\$	-	\$	-	\$	-	\$	-
73692	CITIZEN FOR COMMUNITIES 11-30 SW AGENCY-WIDE LICENSE	\$	-	\$	-	\$	-	\$	-	\$	-
73693	CITIZEN FOR COMMUNITIES 151-350 SW AGENCY LICENSE	\$	-	\$	-	\$	-	\$	-	\$	-
73694	CITIZEN FOR COMMUNITIES 2501-5000 SW AGENCY LICENSE	\$	-	\$	-	\$	-	\$	-	\$	-
73695	CITIZEN FOR COMMUNITIES 31-50 SW AGENCY-WIDE LICENSE	\$	-	\$	-	\$	-	\$	-	\$	-
73696	CITIZEN FOR COMMUNITIES 351-1000 SWORN AGENCY-WIDE LICENSE	\$	-	\$	-	\$	-	\$	-	\$	-
73697	CITIZEN FOR COMMUNITIES 5001-10000 SW AGENCY LICENSE	\$	-	\$	-	\$	-	\$	-	\$	-
73698	CITIZEN FOR COMMUNITIES 51-150 SWORN AGENCY-WIDE LICENSE	\$	-	\$	-	\$	-	\$	-	\$	-
73730	REDACTION ASSISTANT 1001-2500 SW AGENCY-WIDE LICENSE	\$	-	\$	-	\$	-	\$	-	\$	-
73731	REDACTION ASSISTANT 1-10 SWORN AGENCY-WIDE LICENSE	\$	-	\$	-	\$	-	\$	-	\$	-
73732	REDACTION ASSISTANT 11-30 SWORN AGENCY-WIDE LICENSE	\$	-	\$	-	\$	-	\$	-	\$	-
73733	REDACTION ASSISTANT 151-350 SW AGENCY-WIDE LICENSE	\$	-	\$	-	\$	-	\$	-	\$	-
73734	REDACTION ASSISTANT 2501-5000 SW AGENCY-WIDE LICENSE	\$	-	\$	-	\$	-	\$	-	\$	-
73735	REDACTION ASSISTANT 31-50 SWORN AGENCY-WIDE LICENSE	\$	-	\$	-	\$	-	\$	-	\$	-
73736	REDACTION ASSISTANT 351-1000 SW AGENCY-WIDE LICENSE	\$	-	\$	-	\$	-	\$	-	\$	-
73737	REDACTION ASSISTANT 5001-10000 SWORN AGENCY-WIDE LICENSE	\$	-	\$	-	\$	-	\$	-	\$	-
73738	REDACTION ASSISTANT 51-150 SWORN AGENCY-WIDE LICENSE	\$	-	\$	-	\$	-	\$	-	\$	-
73739	PERFORMANCE LICENSE	\$	-	\$	-	\$	-	\$	-	\$	-
73746	PROFESSIONAL EVIDENCE.COM LICENSE	\$	-	\$	-	\$	-	\$	-	\$	-
73808	OSP 7+ YEARS 6 YEAR TRUE UP	\$	55.40	\$	55.40	\$	55.40	\$	55.40	\$	55.40
73809	OSP 7+ YEARS 8 YEAR TRUE UP	\$	89.00	\$	89.00	\$	89.00	\$	89.00	\$	89.00
73810	OFFICER SAFETY PLAN 7	\$	-	\$	-	\$	-	\$	-	\$	-
73811	OFFICER SAFETY PLAN 7 PAYMENT	\$	159.00	\$	159.00	\$	159.00	\$	159.00	\$	159.00
73812	OFFICER SAFETY PLAN 7 TRUE UP PAYMENT: YEAR 1	\$	88.75	\$	88.75	\$	88.75	\$	88.75	\$	88.75
73813	OFFICER SAFETY PLAN 7 TRUE UP PAYMENT: YEAR 2	\$	54.00	\$	54.00	\$	54.00	\$	54.00	\$	54.00
73818	OSP STANDARD BUNDLE	\$	-	\$	-	\$	-	\$	-	\$	-
73819	OSP STANDARD BUNDLE PAYMENT	\$	109.00	\$	109.00	\$	109.00	\$	109.00	\$	109.00
73820	OFFICER SAFETY PLAN 7 PLUS	\$	-	\$	-	\$	-	\$	-	\$	-
73821	OFFICER SAFETY PLAN 7 PLUS PAYMENT	\$	229.00	\$	229.00	\$	229.00	\$	229.00	\$	229.00
73822	OFFICER SAFETY PLAN 7 PLUS TRUE UP PAYMENT: YEAR 1	\$	81.50	\$	81.50	\$	81.50	\$	81.50	\$	81.50
73823	OFFICER SAFETY PLAN 7 PLUS TRUE UP PAYMENT: YEAR 2	\$	50.75	\$	50.75	\$	50.75	\$	50.75	\$	50.75
73827	AB3 CAMERA TAP WARRANTY	\$	-	\$	-	\$	-	\$	-	\$	-
73828	AB3 8 BAY DOCK TAP WARRANTY	\$	-	\$	-	\$	-	\$	-	\$	-
73830	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE PAYMENT	\$	24.00	\$	24.00	\$	24.00	\$	24.00	\$	24.00
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	\$	0.40	\$	0.40	\$	0.40	\$	0.40	\$	0.40
73832	10 GB EVIDENCE.COM ARCHIVAL A-LA-CART STORAGE PAYMENT	\$	0.07	\$	0.07	\$	0.07	\$	0.07	\$	0.07
73833	AXON RECORDS FULL PAYMENT	\$	29.00	\$	29.00	\$	29.00	\$	29.00	\$	29.00
73834	EVIDENCE.COM VIEWER LICENSE PAYMENT	\$	5.00	\$	5.00	\$	5.00	\$	5.00	\$	5.00
73835	AUTO TAGGING LICENSE PAYMENT	\$	15.00	\$	15.00	\$	15.00	\$	15.00	\$	15.00
73836	PERFORMANCE LICENSE PAYMENT	\$	25.00	\$	25.00	\$	25.00	\$	25.00	\$	25.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	\$	39.00	\$	39.00	\$	39.00	\$	39.00	\$	39.00
73838	PROSECUTOR PROFESSIONAL ACCESS LICENSE	\$	-	\$	-	\$	-	\$	-	\$	-
73839	PROSECUTOR PROFESSIONAL LICENSE PAYMENT	\$	39.00	\$	39.00	\$	39.00	\$	39.00	\$	39.00
73840	EVIDENCE.COM BASIC ACCESS LICENSE	\$	-	\$	-	\$	-	\$	-	\$	-
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	\$	15.00	\$	15.00	\$	15.00	\$	15.00	\$	15.00
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	\$	89.00	\$	89.00	\$	89.00	\$	89.00	\$	89.00
73843	UNLIMITED EVIDENCE.COM TAP BUNDLE TRUE UP PAYMENT YEAR 1	\$	35.85	\$	35.85	\$	35.85	\$	35.85	\$	35.85
73844	UNLIMITED EVIDENCE.COM TAP BUNDLE TRUE UP PAYMENT YEAR 3	\$	12.25	\$	12.25	\$	12.25	\$	12.25	\$	12.25
73850	ADVANCE DIGITAL EVIDENCE MANAGEMENT ADD-ON LICENSE	\$	-	\$	-	\$	-	\$	-	\$	-
73851	ADVANCE DIGITAL EVIDENCE MANAGEMENT ADD-ON PAYMENT	\$	15.00	\$	15.00	\$	15.00	\$	15.00	\$	15.00
73855	DIGITAL EVIDENCE MANAGEMENT BUNDLE PAYMENT 1-100	\$	2,500.00	\$	2,500.00	\$	2,500.00	\$	2,500.00	\$	2,500.00

73856	DIGITAL EVIDENCE MANAGEMENT BUNDLE PAYMENT 101-500	\$	11,875.00	\$	11,875.00	\$	11,875.00	\$	11,875.00	\$	11,875.00
73857	DIGITAL EVIDENCE MANAGEMENT BUNDLE PAYMENT 501-1000	\$	22,500.00	\$	22,500.00	\$	22,500.00	\$	22,500.00	\$	22,500.00
73858	DIGITAL EVIDENCE MANAGEMENT BUNDLE PAYMENT 1001-5000	\$	106,250.00	\$	106,250.00	\$	106,250.00	\$	106,250.00	\$	106,250.00
73859	DIGITAL EVIDENCE MANAGEMENT BUNDLE PAYMENT 5001-10000	\$	200,000.00	\$	200,000.00	\$	200,000.00	\$	200,000.00	\$	200,000.00
73860	DIGITAL EVIDENCE MANAGEMENT BUNDLE PAYMENT 10001 PLUS	\$	350,000.00	\$	350,000.00	\$	350,000.00	\$	350,000.00	\$	350,000.00
73870	DEMS ONLY PROFESSIONAL EVIDENCE.COM ENTERPRISE LICENSE	\$	-	\$	-	\$	-	\$	-	\$	-
73871	DEMS ONLY CITIZEN FOR COMMUNITIES LICENSE	\$	-	\$	-	\$	-	\$	-	\$	-
73872	DEMS ONLY REDACTION ASSISTANT LICENSE	\$	-	\$	-	\$	-	\$	-	\$	-
73873	DEMS ONLY ADVANCE USER MANAGEMENT LICENSES	\$	-	\$	-	\$	-	\$	-	\$	-
73874	DEMS ONLY ADV DIGITAL EVIDENCE MANAGEMENT ADD-ON	\$	-	\$	-	\$	-	\$	-	\$	-
73875	DEMS ONLY AUTO TAGGING LICENSE	\$	-	\$	-	\$	-	\$	-	\$	-
73880	OSP TASER CERTIFICATION PLAN YEAR 6-10 PAYMENT Y6	\$	236.00	\$	236.00	\$	236.00	\$	236.00	\$	236.00
73881	OSP TASER CERTIFICATION PLAN YEAR 6-10 PAYMENT Y7	\$	243.00	\$	243.00	\$	243.00	\$	243.00	\$	243.00
73882	OSP TASER CERTIFICATION PLAN YEAR 6-10 PAYMENT Y8	\$	250.25	\$	250.25	\$	250.25	\$	250.25	\$	250.25
73883	OSP TASER CERTIFICATION PLAN YEAR 6-10 PAYMENT Y9	\$	257.75	\$	257.75	\$	257.75	\$	257.75	\$	257.75
73884	OSP TASER CERTIFICATION PLAN YEAR 6-10 PAYMENT Y10	\$	265.50	\$	265.50	\$	265.50	\$	265.50	\$	265.50
73885	OSP 7+ 10 YEAR BUNDLE	\$	-	\$	-	\$	-	\$	-	\$	-
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	\$	2,000.00	\$	2,000.00	\$	2,000.00	\$	2,000.00	\$	2,000.00
80011	BASIC EVIDENCE.COM LICENSE: 5 YEAR	\$	900.00	\$	900.00	\$	900.00	\$	900.00	\$	900.00
80021	PRO EVIDENCE.COM LICENSE: 5 YEAR	\$	2,340.00	\$	2,340.00	\$	2,340.00	\$	2,340.00	\$	2,340.00
80031	ENTERPRISE BUNDLE: 5 YEAR	\$	1,740.00	\$	1,740.00	\$	1,740.00	\$	1,740.00	\$	1,740.00
80041	ADV USER MANAGEMENT ADD-ON: 5 YEAR	\$	600.00	\$	600.00	\$	600.00	\$	600.00	\$	600.00
80051	AXON AUTO TAGGING SERVICE ADD-ON: 5 YEAR	\$	900.00	\$	900.00	\$	900.00	\$	900.00	\$	900.00
80061	API PLATFORM ADD-ON: 5 YEAR	\$	-	\$	-	\$	-	\$	-	\$	-
80074	OFFICER SAFETY PLAN STANDARD BWC AND CEW BUNDLE: 5 YEAR	\$	6,600.00	\$	6,600.00	\$	6,600.00	\$	6,600.00	\$	6,600.00
80108	5 YEAR OFFICER SAFETY PLAN STANDARD FLEX 2 CAMERA	\$	-	\$	-	\$	-	\$	-	\$	-
80111	5 YEAR OFFICER SAFETY PLAN STANDARD 6-BAY DOCK AB2	\$	-	\$	-	\$	-	\$	-	\$	-
80114	5 YEAR OFFICER SAFETY PLAN STANDARD AXON 1-BAY DOCK	\$	-	\$	-	\$	-	\$	-	\$	-
80117	FIVE YEAR OFFICER SAFETY PLAN STANDARD FLEX 2 CONTROLLER	\$	-	\$	-	\$	-	\$	-	\$	-
80134	1 DAY, TRAIN THE INSTALLER, SIGNAL INSTALLATION, PER SITE	\$	2,000.00	\$	2,000.00	\$	2,000.00	\$	2,000.00	\$	2,000.00
80181	EXTENDED WARRANTY, 4 YEAR, FLEET 2 KIT	\$	-	\$	-	\$	-	\$	-	\$	-
80190	Evidence.com Channel Services	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00
80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	\$	-	\$	-	\$	-	\$	-	\$	-
80215	FLEET EVIDENCE.COM UNLIMITED STORAGE PAYMENT	\$	34.00	\$	34.00	\$	34.00	\$	34.00	\$	34.00
80216	FLEET 2 UNLIMITED 60 PAYMENT	\$	99.00	\$	99.00	\$	99.00	\$	99.00	\$	99.00
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	\$	129.00	\$	129.00	\$	129.00	\$	129.00	\$	129.00
80218	WI-FI OFFLOAD, SOFTWARE LICENSE MAINTENANCE	\$	-	\$	-	\$	-	\$	-	\$	-
80219	WI-FI OFFLOAD, SOFTWARE MAINTENANCE PAYMENT	\$	50.00	\$	50.00	\$	50.00	\$	50.00	\$	50.00
80221	FLEET EVIDENCE.COM LICENSE	\$	-	\$	-	\$	-	\$	-	\$	-
80222	FLEET EVIDENCE.COM LICENSE PAYMENT	\$	29.00	\$	29.00	\$	29.00	\$	29.00	\$	29.00
80235	Evidence.com Channel Services SMA Payment	\$	1,000.00	\$	1,000.00	\$	1,000.00	\$	1,000.00	\$	1,000.00
80400	FLEET, VEHICLE LICENSE, ACCESS	\$	-	\$	-	\$	-	\$	-	\$	-
80401	FLEET 3, ALPR LICENSE, 1 CAMERA, ACCESS	\$	-	\$	-	\$	-	\$	-	\$	-
80402	FLEET 3, AWARE LICENSE, 1 CAMERA, ACCESS	\$	-	\$	-	\$	-	\$	-	\$	-
80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, ACCESS	\$	-	\$	-	\$	-	\$	-	\$	-
80420	TAP, FLEET 3, INTERIOR CAMERA, 1 REFRESH ACCESS	\$	-	\$	-	\$	-	\$	-	\$	-
80421	TAP, FLEET 3, HUB, 1 REFRESH ACCESS	\$	-	\$	-	\$	-	\$	-	\$	-
80422	TAP, FLEET 3, WIRELESS MIC, 1 REFRESH ACCESS	\$	-	\$	-	\$	-	\$	-	\$	-
80423	TAP, FLEET 3, CHARGING BASE, 1 REFRESH ACCESS	\$	-	\$	-	\$	-	\$	-	\$	-
80424	TAP, FLEET 3, WIRELESS MIC KIT, 1 REFRESH ACCESS	\$	-	\$	-	\$	-	\$	-	\$	-
80425	TAP, FLEET 3, 2 CAMERA KIT, 1 REFRESH ACCESS	\$	-	\$	-	\$	-	\$	-	\$	-
80426	TAP, FLEET 3, DUAL-VIEW CAMERA 1 REFRESH ACCESS	\$	-	\$	-	\$	-	\$	-	\$	-
80440	FLEET, EVIDENCE LICENSE 1 CAMERA STORAGE, PAYMENT	\$	17.00	\$	17.00	\$	17.00	\$	17.00	\$	17.00
80441	FLEET 3, ALPR LICENSE, 1 CAMERA, PAYMENT	\$	49.00	\$	49.00	\$	49.00	\$	49.00	\$	49.00
80442	FLEET 3, AWARE LICENSE, 1 CAMERA, PAYMENT	\$	15.00	\$	15.00	\$	15.00	\$	15.00	\$	15.00
80443	TAP, FLEET 3, DUAL-VIEW CAMERA 1 REFRESH PAYMENT	\$	13.00	\$	13.00	\$	13.00	\$	13.00	\$	13.00
80444	TAP, FLEET 3, INTERIOR CAMERA, 1 REFRESH PAYMENT	\$	11.00	\$	11.00	\$	11.00	\$	11.00	\$	11.00
80445	TAP, FLEET 3, HUB, 1 REFRESH PAYMENT	\$	24.00	\$	24.00	\$	24.00	\$	24.00	\$	24.00
80446	TAP, FLEET 3, WIRELESS MIC, 1 REFRESH PAYMENT	\$	5.50	\$	5.50	\$	5.50	\$	5.50	\$	5.50
80447	TAP, FLEET 3, CHARGING BASE, 1 REFRESH PAYMENT	\$	5.50	\$	5.50	\$	5.50	\$	5.50	\$	5.50
80448	TAP, FLEET 3, WIRELESS MIC KIT, 1 REFRESH PAYMENT	\$	12.00	\$	12.00	\$	12.00	\$	12.00	\$	12.00
80449	TAP, FLEET 3, 2 CAMERA KIT, 1 REFRESH PAYMENT	\$	52.50	\$	52.50	\$	52.50	\$	52.50	\$	52.50
80450	TAP, FLEET 3, DUAL-VIEW CAMERA 1 REFRESH TRUE UP	\$	11.15	\$	11.15	\$	11.15	\$	11.15	\$	11.15
80451	TAP, FLEET 3, INTERIOR CAMERA, 1 REFRESH TRUE UP	\$	9.35	\$	9.35	\$	9.35	\$	9.35	\$	9.35
80452	TAP, FLEET 3, HUB, 1 REFRESH TRUE UP	\$	20.50	\$	20.50	\$	20.50	\$	20.50	\$	20.50
80453	TAP, FLEET 3, WIRELESS MIC, 1 REFRESH TRUE UP	\$	4.75	\$	4.75	\$	4.75	\$	4.75	\$	4.75
80454	TAP, FLEET 3, CHARGING BASE, 1 REFRESH TRUE UP	\$	4.75	\$	4.75	\$	4.75	\$	4.75	\$	4.75

80455	TAP, FLEET 3, WIRELESS MIC KIT, 1 REFRESH TRUE UP	\$	10.50	\$	10.50	\$	10.50	\$	10.50	\$	10.50
80456	TAP, FLEET 3, 2 CAMERA KIT, 1 REFRESH TRUE UP	\$	45.50	\$	45.50	\$	45.50	\$	45.50	\$	45.50
80457	FLEET 3 BUNDLE PAYMENT	\$	129.00	\$	129.00	\$	129.00	\$	129.00	\$	129.00
80458	FLEET 3 BUNDLE WITH TAP PAYMENT	\$	169.00	\$	169.00	\$	169.00	\$	169.00	\$	169.00
80459	FLEET 3 ADVANCED BUNDLE WITH TAP PAYMENT	\$	208.00	\$	208.00	\$	208.00	\$	208.00	\$	208.00
80460	FLEET 3 BUNDLE TRUE UP	\$	75.10	\$	75.10	\$	75.10	\$	75.10	\$	75.10
80461	FLEET 3 BUNDLE WITH TAP TRUE UP	\$	115.25	\$	115.25	\$	115.25	\$	115.25	\$	115.25
80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	\$	106.25	\$	106.25	\$	106.25	\$	106.25	\$	106.25
80463	FLEET, VEHICLE LICENSE, PAYMENT	\$	20.00	\$	20.00	\$	20.00	\$	20.00	\$	20.00
80480	EXT WARRANTY, FLEET 3, DUAL-VIEW CAMERA, 4 YRS	\$	-	\$	-	\$	-	\$	-	\$	-
80481	EXT WARRANTY, FLEET 3, INTERIOR CAMERA, 4 YRS	\$	-	\$	-	\$	-	\$	-	\$	-
80482	EXT WARRANTY, FLEET 3, HUB, 4 YRS	\$	-	\$	-	\$	-	\$	-	\$	-
80483	EXT WARRANTY, FLEET 3, WIRELESS MIC, 4 YRS	\$	-	\$	-	\$	-	\$	-	\$	-
80484	EXT WARRANTY, FLEET 3, CHARGING BASE, 4 YRS	\$	-	\$	-	\$	-	\$	-	\$	-
80485	EXT WARRANTY, FLEET 3, WIRELESS MIC KIT, 4 YRS	\$	-	\$	-	\$	-	\$	-	\$	-
80486	EXT WARRANTY, FLEET 3, 2 CAMERA KIT, 4 YRS	\$	-	\$	-	\$	-	\$	-	\$	-
85000	Alligator Clip (Assembled)	\$	57.50	\$	57.50	\$	57.50	\$	57.50	\$	57.50
85014	AXON 1-DAY SERVICE	\$	2,000.00	\$	2,000.00	\$	2,000.00	\$	2,000.00	\$	2,000.00
85099	EVIDENCE.COM INTEGRATION LICENSE: 5 YEAR	\$	900.00	\$	900.00	\$	900.00	\$	900.00	\$	900.00
85100	AXON AUTO TAGGING SERVICE: ANNUAL PAYMENT	\$	180.00	\$	180.00	\$	180.00	\$	180.00	\$	180.00
85131	OFFICER SAFETY PLAN STANDARD YEAR 2 PAYMENT	\$	1,320.00	\$	1,320.00	\$	1,320.00	\$	1,320.00	\$	1,320.00
85132	OFFICER SAFETY PLAN STANDARD YEAR 3 PAYMENT	\$	1,320.00	\$	1,320.00	\$	1,320.00	\$	1,320.00	\$	1,320.00
85133	OFFICER SAFETY PLAN STANDARD YEAR 4 PAYMENT	\$	1,320.00	\$	1,320.00	\$	1,320.00	\$	1,320.00	\$	1,320.00
85134	OFFICER SAFETY PLAN STANDARD YEAR 5 PAYMENT	\$	1,320.00	\$	1,320.00	\$	1,320.00	\$	1,320.00	\$	1,320.00
85135	OFFICER SAFETY PLAN STANDARD FIVE YEAR CONTRACT UPFRONT PAYM	\$	6,600.00	\$	6,600.00	\$	6,600.00	\$	6,600.00	\$	6,600.00
85151	5 YEAR OFFICER SAFETY PLAN STANDARD 6-BAY DOCK EVIDENCE.COM	\$	-	\$	-	\$	-	\$	-	\$	-
85152	5 YEAR OFFICER SAFETY PLAN STANDARD 1-BAY DOCK EVIDENCE.COM	\$	-	\$	-	\$	-	\$	-	\$	-
85157	PROFESSIONAL SERVICES MILESTONE PAYMENT: RECORDS	\$	500.00	\$	500.00	\$	500.00	\$	500.00	\$	500.00
85158	PROFESSIONAL SERVICES MILESTONE PAYMENT: STANDARDS	\$	500.00	\$	500.00	\$	500.00	\$	500.00	\$	500.00
85159	PROFESSIONAL SERVICES MILESTONE PAYMENT: DISPATCH	\$	500.00	\$	500.00	\$	500.00	\$	500.00	\$	500.00
85219	2 YEAR TAP EVIDENCE.COM DOCK CORE REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85222	2 YEAR TAP EVIDENCE.COM DOCK SINGLE BAY REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85223	2 YEAR TAP EVIDENCE.COM DOCK 6 BAY REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85224	2 YEAR TAP 6-BAY DOCK EVIDENCE.COM DOCK REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85225	2 YEAR TAP 1-BAY DOCK EVIDENCE.COM REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85226	2 YEAR TAP BODY 2 REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85227	2 YEAR TAP DOCK 2 SINGLE BAY REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85228	2 YEAR TAP DOCK 2 SIX BAY REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85229	2 YEAR TAP DOCK 2 SIX BAY + CORE REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85230	2 YEAR TAP DOCK 2 SINGLE BAY + CORE REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85232	2.5 YEAR TAP EVIDENCE.COM DOCK CORE REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85233	2.5 YEAR TAP EVIDENCE.COM DOCK SINGLE BAY REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85234	2.5 YEAR TAP EVIDENCE.COM DOCK 6 BAY REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85250	TASER 60 TASERCAM HD	\$	-	\$	-	\$	-	\$	-	\$	-
85251	2.5 YEAR TAP 6-BAY DOCK EVIDENCE.COM DOCK REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85252	2.5 YEAR TAP 1-BAY DOCK EVIDENCE.COM REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85253	2.5 YEAR TAP BODY 2 REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85254	2.5 YEAR TAP DOCK 2 SINGLE BAY REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85255	2.5 YEAR TAP DOCK 2 SIX BAY REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85256	2.5 YEAR TAP DOCK 2 SIX BAY + CORE REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85257	2.5 YEAR TAP DOCK 2 SINGLE BAY + CORE REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85259	3 YEAR TAP EVIDENCE.COM DOCK CORE REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85260	3 YEAR TAP EVIDENCE.COM DOCK SINGLE BAY REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85261	3 YEAR TAP EVIDENCE.COM DOCK 6 BAY REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85262	3 YEAR TAP 6-BAY DOCK EVIDENCE.COM DOCK REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85263	3 YEAR TAP 1-BAY DOCK EVIDENCE.COM REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85264	3 YEAR TAP BODY 2 REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85265	3 YEAR TAP DOCK 2 SINGLE BAY REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85266	3 YEAR TAP DOCK 2 SIX BAY REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85267	3 YEAR TAP DOCK 2 SIX BAY + CORE REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85268	3 YEAR TAP DOCK 2 SINGLE BAY + CORE REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85270	3.5 YEAR TAP EVIDENCE.COM DOCK CORE REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85271	3.5 YEAR TAP EVIDENCE.COM DOCK SINGLE BAY REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85272	3.5 YEAR TAP EVIDENCE.COM DOCK 6 BAY REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85273	3.5 YEAR TAP 6-BAY DOCK EVIDENCE.COM DOCK REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85274	3.5 YEAR TAP 1-BAY DOCK EVIDENCE.COM REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85275	3.5 YEAR TAP BODY 2 REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-

85276	3.5 YEAR TAP DOCK 2 SINGLE BAY REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85277	3.5 YEAR TAP DOCK 2 SIX BAY REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85278	3.5 YEAR TAP DOCK 2 SIX BAY + CORE REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85279	3.5 YEAR TAP DOCK 2 SINGLE BAY + CORE REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85281	4 YEAR TAP EVIDENCE.COM DOCK CORE REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85282	4 YEAR TAP EVIDENCE.COM DOCK SINGLE BAY REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85283	4 YEAR TAP EVIDENCE.COM DOCK 6 BAY REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85284	4 YEAR TAP 6-BAY DOCK EVIDENCE.COM DOCK REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85285	4 YEAR TAP 1-BAY DOCK EVIDENCE.COM REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85286	4 YEAR TECH ASSURANCE PLAN BODY 2 REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85287	4 YEAR TAP DOCK 2 SINGLE BAY REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85288	4 YEAR TAP DOCK 2 SIX BAY REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85289	4 YEAR TAP DOCK 2 SIX BAY + CORE REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85290	4 YEAR TAP DOCK 2 SINGLE BAY + CORE REPLACEMENT	\$	-	\$	-	\$	-	\$	-	\$	-
85535	EVIDENCE.COM STORAGE (GB)-5 YEAR CONTRACT	\$	3.75	\$	3.75	\$	3.75	\$	3.75	\$	3.75
87024	5 YEAR OFFICER SAFETY PLAN STANDARD DOCK 2 SIX BAY + CORE	\$	-	\$	-	\$	-	\$	-	\$	-
87025	5 YEAR OFFICER SAFETY PLAN STANDARD DOCK 2 SINGLE BAY + CORE	\$	-	\$	-	\$	-	\$	-	\$	-
87034	5 YEAR OFFICER SAFETY PLAN STANDARD BODY 2	\$	-	\$	-	\$	-	\$	-	\$	-
87040	4 YEAR EXTENDED WARRANTY BODY 2	\$	417.00	\$	417.00	\$	417.00	\$	417.00	\$	417.00
87050	FLEET VIEW XL ACCESS LICENSE	\$	-	\$	-	\$	-	\$	-	\$	-
87051	FLEET VIEW XL LICENSE PAYMENT	\$	29.00	\$	29.00	\$	29.00	\$	29.00	\$	29.00
87052	TECH ASSURANCE PLAN 1-BAY BODY 2 DOCK WARRANTY	\$	-	\$	-	\$	-	\$	-	\$	-
87053	TECH ASSURANCE PLAN 1-BAY BODY 2 DOCK PAYMENT	\$	3.25	\$	3.25	\$	3.25	\$	3.25	\$	3.25
87054	TECH ASSURANCE PLAN 6-BAY BODY 2 DOCK WARRANTY	\$	-	\$	-	\$	-	\$	-	\$	-
87055	TECH ASSURANCE PLAN 6-BAY BODY 2 DOCK PAYMENT	\$	29.50	\$	29.50	\$	29.50	\$	29.50	\$	29.50
87056	TECH ASSURANCE PLAN 1-BAY FLEX 2 DOCK WARRANTY	\$	-	\$	-	\$	-	\$	-	\$	-
87057	TECH ASSURANCE PLAN 1-BAY FLEX 2 DOCK PAYMENT	\$	3.25	\$	3.25	\$	3.25	\$	3.25	\$	3.25
87058	TECH ASSURANCE PLAN 6-BAY FLEX 2 DOCK WARRANTY	\$	-	\$	-	\$	-	\$	-	\$	-
87059	TECH ASSURANCE PLAN 6-BAY FLEX 2 DOCK PAYMENT	\$	29.50	\$	29.50	\$	29.50	\$	29.50	\$	29.50
87060	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK WARRANTY	\$	-	\$	-	\$	-	\$	-	\$	-
87061	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK PAYMENT	\$	9.50	\$	9.50	\$	9.50	\$	9.50	\$	9.50
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	\$	57.50	\$	57.50	\$	57.50	\$	57.50	\$	57.50
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	\$	28.00	\$	28.00	\$	28.00	\$	28.00	\$	28.00
87064	TECH ASSURANCE PLAN BODY 2 CAMERA WARRANTY	\$	-	\$	-	\$	-	\$	-	\$	-
87065	TECH ASSURANCE PLAN BODY 2 CAMERA PAYMENT	\$	21.00	\$	21.00	\$	21.00	\$	21.00	\$	21.00
87066	TECH ASSURANCE PLAN FLEX 2 CAMERA WARRANTY	\$	-	\$	-	\$	-	\$	-	\$	-
87067	TECH ASSURANCE PLAN FLEX 2 CONTROLLER WARRANTY	\$	-	\$	-	\$	-	\$	-	\$	-
87068	TECH ASSURANCE PLAN FLEX 2 CAMERA AND CONTROLLER PAYMENT	\$	30.50	\$	30.50	\$	30.50	\$	30.50	\$	30.50
87069	TECH ASSURANCE PLAN FLEET 2 KIT WARRANTY	\$	-	\$	-	\$	-	\$	-	\$	-
87070	TECH ASSURANCE PLAN FLEET 2 KIT WARRANTY PAYMENT	\$	40.00	\$	40.00	\$	40.00	\$	40.00	\$	40.00
87101	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	\$	180.00	\$	180.00	\$	180.00	\$	180.00	\$	180.00
87201	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	\$	180.00	\$	180.00	\$	180.00	\$	180.00	\$	180.00
87301	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	\$	180.00	\$	180.00	\$	180.00	\$	180.00	\$	180.00
87401	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	\$	180.00	\$	180.00	\$	180.00	\$	180.00	\$	180.00
87501	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	\$	180.00	\$	180.00	\$	180.00	\$	180.00	\$	180.00
89005	PROFESSIONAL EVIDENCE.COM LICENSE: 5 YEAR	\$	2,340.00	\$	2,340.00	\$	2,340.00	\$	2,340.00	\$	2,340.00
89101	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	\$	468.00	\$	468.00	\$	468.00	\$	468.00	\$	468.00
89201	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	\$	468.00	\$	468.00	\$	468.00	\$	468.00	\$	468.00
89301	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	\$	468.00	\$	468.00	\$	468.00	\$	468.00	\$	468.00
89401	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	\$	468.00	\$	468.00	\$	468.00	\$	468.00	\$	468.00
89501	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	\$	468.00	\$	468.00	\$	468.00	\$	468.00	\$	468.00

**Public Safety/Law Enforcement Video and Vehicle Mounted Equipment
Attachment D Band 1 - Pricing Workbook**

Item 7f.

OK- MA - 145 Band 1 - Body Worn Video Cameras and Recording Devices

Supplier Name:

Axon Enterprise, Inc.

List proposed equipment with brand, model numbers)		Small (1 - 25 Officers)	Medium (26-200 Officers)	Large (201-1000 Officers)	X-Large (1001+ Officers)	Notes
Equipment:						
SKU	Product Description	Price				
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	\$ 31.30	\$ 31.30	\$ 31.30	\$ 31.30	
11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	\$ 41.75	\$ 41.75	\$ 41.75	\$ 41.75	
11509	BELT CLIP, RAPIDLOCK	\$ 31.30	\$ 31.30	\$ 31.30	\$ 31.30	
11528	FLEX 2 CAMERA, (ONLINE)	\$ 470.00	\$ 470.00	\$ 470.00	\$ 470.00	
11529	FLEX 2 CAMERA, (OFFLINE)	\$ 679.00	\$ 679.00	\$ 679.00	\$ 679.00	
11532	FLEX 2 CONTROLLER	\$ 262.00	\$ 262.00	\$ 262.00	\$ 262.00	
11533	CABLE, COILED, STRAIGHT TO RIGHT ANGLE, 48", FLEX 2	\$ 18.30	\$ 18.30	\$ 18.30	\$ 18.30	
11534	USB SYNC CABLE, FLEX 2	\$ 11.00	\$ 11.00	\$ 11.00	\$ 11.00	
11536	DOCK, FLEX 2, 1-BAY + CORE	\$ 413.00	\$ 413.00	\$ 413.00	\$ 413.00	
11537	DOCK, FLEX 2, 6-BAY + CORE	\$ 1,563.00	\$ 1,563.00	\$ 1,563.00	\$ 1,563.00	
11538	DOCK, FLEX 2, 1-BAY	\$ 99.00	\$ 99.00	\$ 99.00	\$ 99.00	
11539	DOCK, FLEX 2, 6-BAY	\$ 1,249.00	\$ 1,249.00	\$ 1,249.00	\$ 1,249.00	
11544	OAKLEY FLAK JACKET KIT, FLEX 2	\$ 171.50	\$ 171.50	\$ 171.50	\$ 171.50	
11545	COLLAR MOUNT, FLEX 2	\$ 42.85	\$ 42.85	\$ 42.85	\$ 42.85	
11546	EPAULETTE MOUNT, FLEX 2	\$ 31.90	\$ 31.90	\$ 31.90	\$ 31.90	
11547	BALLCAP MOUNT, FLEX 2	\$ 30.35	\$ 30.35	\$ 30.35	\$ 30.35	
11548	UNIVERSAL HELMET MOUNT, FLEX 2	\$ 28.25	\$ 28.25	\$ 28.25	\$ 28.25	
11549	TACTICAL SWAT KIT, W/ ARC RAIL, FLEX 2	\$ 68.00	\$ 68.00	\$ 68.00	\$ 68.00	
11553	SYNC CABLE, USB A TO 2.5MM	\$ 10.45	\$ 10.45	\$ 10.45	\$ 10.45	
11554	CLIP, OAKLEY, FLEX 2	\$ 24.05	\$ 24.05	\$ 24.05	\$ 24.05	
11555	MOUNT, BALLISTIC VEST, FLEX 2	\$ 32.40	\$ 32.40	\$ 32.40	\$ 32.40	
11561	C-CLIP ADAPTOR, FLEX 2	\$ 12.55	\$ 12.55	\$ 12.55	\$ 12.55	
11564	2 YEAR TAP FLEX 2 REPLACEMENT	\$ -	\$ -	\$ -	\$ -	Bundle Component, not for independent sale
11565	2 YEAR TAP DOCK FLEX 2 SINGLE BAY REPLACEMENT	\$ -	\$ -	\$ -	\$ -	Bundle Component, not for independent sale
11566	2 YEAR TAP DOCK FLEX 2 SIX BAY REPLACEMENT	\$ -	\$ -	\$ -	\$ -	Bundle Component, not for independent sale
11567	2 YEAR TAP DOCK FLEX 2 SIX BAY + CORE REPLACEMENT	\$ -	\$ -	\$ -	\$ -	Bundle Component, not for independent sale
11568	2 YEAR TAP DOCK FLEX 2 SINGLE BAY + CORE REPLACEMENT	\$ -	\$ -	\$ -	\$ -	Bundle Component, not for independent sale
11569	2.5 YEAR TAP FLEX 2 REPLACEMENT	\$ -	\$ -	\$ -	\$ -	Bundle Component, not for independent sale
11570	2.5 YEAR TAP DOCK FLEX 2 SINGLE BAY REPLACEMENT	\$ -	\$ -	\$ -	\$ -	Bundle Component, not for independent sale
11571	2.5 YEAR TAP DOCK FLEX 2 SIX BAY REPLACEMENT	\$ -	\$ -	\$ -	\$ -	Bundle Component, not for independent sale
11572	2.5 YEAR TAP DOCK FLEX 2 SIX BAY + CORE REPLACEMENT	\$ -	\$ -	\$ -	\$ -	Bundle Component, not for independent sale
11573	2.5 YEAR TAP DOCK FLEX 2 SINGLE BAY + CORE REPLACEMENT	\$ -	\$ -	\$ -	\$ -	Bundle Component, not for independent sale
11574	3 YEAR TAP FLEX 2 REPLACEMENT	\$ -	\$ -	\$ -	\$ -	Bundle Component, not for independent sale
11575	3 YEAR TAP DOCK FLEX 2 SINGLE BAY REPLACEMENT	\$ -	\$ -	\$ -	\$ -	Bundle Component, not for independent sale
11576	3 YEAR TAP DOCK FLEX 2 SIX BAY REPLACEMENT	\$ -	\$ -	\$ -	\$ -	Bundle Component, not for independent sale
11577	3 YEAR TAP DOCK FLEX 2 SIX BAY + CORE REPLACEMENT	\$ -	\$ -	\$ -	\$ -	Bundle Component, not for independent sale
11578	3 YEAR TAP DOCK FLEX 2 SINGLE BAY + CORE REPLACEMENT	\$ -	\$ -	\$ -	\$ -	Bundle Component, not for independent sale
11579	3.5 YEAR TAP FLEX 2 REPLACEMENT	\$ -	\$ -	\$ -	\$ -	Bundle Component, not for independent sale
11580	3.5 YEAR TAP DOCK FLEX 2 SINGLE BAY REPLACEMENT	\$ -	\$ -	\$ -	\$ -	Bundle Component, not for independent sale
11581	3.5 YEAR TAP DOCK FLEX 2 SIX BAY REPLACEMENT	\$ -	\$ -	\$ -	\$ -	Bundle Component, not for independent sale
11582	3.5 YEAR TAP DOCK FLEX 2 SIX BAY + CORE REPLACEMENT	\$ -	\$ -	\$ -	\$ -	Bundle Component, not for independent sale
11583	3.5 YEAR TAP DOCK FLEX 2 SINGLE BAY + CORE REPLACEMENT	\$ -	\$ -	\$ -	\$ -	Bundle Component, not for independent sale
11584	4 YEAR TAP FLEX 2 REPLACEMENT	\$ -	\$ -	\$ -	\$ -	Bundle Component, not for independent sale
11585	4 YEAR TAP DOCK FLEX 2 SINGLE BAY REPLACEMENT	\$ -	\$ -	\$ -	\$ -	Bundle Component, not for independent sale
11586	4 YEAR TAP DOCK FLEX 2 SIX BAY REPLACEMENT	\$ -	\$ -	\$ -	\$ -	Bundle Component, not for independent sale
11587	4 YEAR TAP DOCK FLEX 2 SIX BAY + CORE REPLACEMENT	\$ -	\$ -	\$ -	\$ -	Bundle Component, not for independent sale
11588	4 YEAR TAP DOCK FLEX 2 SINGLE BAY + CORE REPLACEMENT	\$ -	\$ -	\$ -	\$ -	Bundle Component, not for independent sale
11615	ARC RAIL MOUNT, FLEX 2	\$ 26.15	\$ 26.15	\$ 26.15	\$ 26.15	
11700	MINI MOLLE MOUNT, AXON RAPIDLOCK	\$ -	\$ -	\$ -	\$ -	Bundle Component, not for independent sale
11701	SEW-ON NYLON LOOP FOR CAMERA MOLLE MOUNT	\$ 3.99	\$ 3.99	\$ 3.99	\$ 3.99	
11702	ACTION CAMERA MOUNT, AXON RAPIDLOCK	\$ 29.95	\$ 29.95	\$ 29.95	\$ 29.95	
11703	MINI MOLLE MOUNT, AXON RAPIDLOCK	\$ 29.95	\$ 29.95	\$ 29.95	\$ 29.95	
11704	JACKET MOUNT, AXON RAPIDLOCK	\$ -	\$ -	\$ -	\$ -	Bundle Component, not for independent sale
11705	SLIM MOUNT, AXON RAPIDLOCK	\$ -	\$ -	\$ -	\$ -	Bundle Component, not for independent sale
11706	LOOP LOCK MOUNT, AXON RAPIDLOCK	\$ -	\$ -	\$ -	\$ -	
11707	OAKLEY FLAK 2.0 MOUNT, AXON FLEX 2	\$ 29.95	\$ 29.95	\$ 29.95	\$ 29.95	
11708	OAKLEY FLAK 2.0 KIT, FLEX 2	\$ 199.00	\$ 199.00	\$ 199.00	\$ 199.00	
13025	CUSTOM MOUNT	\$ 52.25	\$ 52.25	\$ 52.25	\$ 52.25	

13030	AXON BODY MAGNETIC DOCK CLICKFAST M6.4 PATTERN	\$	22.66	\$	22.66	\$	22.66	\$	22.66
33506	3 YEAR EXTENDED WARRANTY BODY 2	\$	312.75	\$	312.75	\$	312.75	\$	312.75
33510	WARRANTY, 1 YEAR EXTENDED, FLEX 2 CAMERA	\$	156.50	\$	156.50	\$	156.50	\$	156.50
33511	WARRANTY, 1 YEAR EXTENDED, DOCK FLEX 2, SINGLE BAY AND CORE	\$	69.00	\$	69.00	\$	69.00	\$	69.00
33512	WARRANTY, 1 YEAR EXTENDED, DOCK FLEX 2, 6 BAY AND CORE	\$	264.00	\$	264.00	\$	264.00	\$	264.00
33513	WARRANTY, 1 YEAR EXTENDED, BODY 2	\$	104.50	\$	104.50	\$	104.50	\$	104.50
33514	WARRANTY, 1 YEAR EXTENDED, DOCK 2 SINGLE BAY AND CORE	\$	68.00	\$	68.00	\$	68.00	\$	68.00
33515	WARRANTY, 1 YEAR EXTENDED, DOCK 2 SIX BAY AND CORE	\$	262.00	\$	262.00	\$	262.00	\$	262.00
33518	3 YEAR EXTENDED WARRANTY DOCK 2 SIX BAY + CORE	\$	784.50	\$	784.50	\$	784.50	\$	784.50
33519	3 YEAR EXTENDED WARRANTY DOCK 2 SINGLE BAY + CORE	\$	203.63	\$	203.63	\$	203.63	\$	203.63
33521	3 YEAR EXTENDED WARRANTY DOCK FLEX 2, 6 BAY + CORE	\$	792.00	\$	792.00	\$	792.00	\$	792.00
33522	3 YEAR EXTENDED WARRANTY DOCK FLEX 2, SINGLE BAY + CORE	\$	207.00	\$	207.00	\$	207.00	\$	207.00
33523	3 YEAR EXTENDED WARRANTY FLEX 2 CAMERA	\$	469.50	\$	469.50	\$	469.50	\$	469.50
33524	4 YEAR EXTENDED WARRANTY DOCK FLEX 2, 6 BAY + CORE	\$	1,056.00	\$	1,056.00	\$	1,056.00	\$	1,056.00
33525	4 YEAR EXTENDED WARRANTY DOCK FLEX 2, SINGLE BAY + CORE	\$	276.00	\$	276.00	\$	276.00	\$	276.00
70033	Wall mount, Axon Dock for Axon Flex and Axon Body	\$	43.90	\$	43.90	\$	43.90	\$	43.90
71015	AXON BODY 3 - 1-BAY DOCK POWER SUPPLY, INTERNATIONAL	\$	10.00	\$	10.00	\$	10.00	\$	10.00
71016	UK POWERCORD, 2M	\$	10.45	\$	10.45	\$	10.45	\$	10.45
71017	EU POWERCORD, 2M	\$	10.45	\$	10.45	\$	10.45	\$	10.45
71018	AUS POWERCORD, 2M	\$	10.45	\$	10.45	\$	10.45	\$	10.45
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	\$	10.45	\$	10.45	\$	10.45	\$	10.45
71026	MAGNET MOUNT, FLEXIBLE REINFORCED, RAPIDLOCK	\$	30.35	\$	30.35	\$	30.35	\$	30.35
71037	LOW RIDER, HEADBAND, FLEX 2	\$	30.35	\$	30.35	\$	30.35	\$	30.35
73004	WALL CHARGER, USB SYNC CABLE, FLEX	\$	15.00	\$	15.00	\$	15.00	\$	15.00
73008	OAKLEY, CLIP, FLEX	\$	20.00	\$	20.00	\$	20.00	\$	20.00
73010	LOWRIDER, HEADBAND, FLEX	\$	50.00	\$	50.00	\$	50.00	\$	50.00
73013	HELMET MOUNT, FLEX	\$	25.00	\$	25.00	\$	25.00	\$	25.00
73020	UNIVERSAL MAGNET, CLIP, FLEX	\$	8.00	\$	8.00	\$	8.00	\$	8.00
73022	CABLE, STRAIGHT TO RIGHT ANGLE, 18	\$	5.95	\$	5.95	\$	5.95	\$	5.95
73028	CABLE, RIGHT ANGLE TO RIGHT ANGLE, 36	\$	5.95	\$	5.95	\$	5.95	\$	5.95
73034	OAKLEY FLAK JACKET 1/2 KIT, FLEX	\$	154.00	\$	154.00	\$	154.00	\$	154.00
73036	CONTROLLER, HOLSTER, BELT CLIPS, FLEX	\$	30.00	\$	30.00	\$	30.00	\$	30.00
73058	LOW RIDER, HEADBAND, LARGE, FLEX	\$	55.00	\$	55.00	\$	55.00	\$	55.00
73060	CABLE, COILED, STRAIGHT TO RIGHT ANGLE, 48	\$	13.00	\$	13.00	\$	13.00	\$	13.00
73081	WALL WART, 2 USB, 2.1/1.0 AMP CHARGER, INT KIT	\$	15.65	\$	15.65	\$	15.65	\$	15.65
73082	WALL WART, 2 USB, 2.1/1.0 AMP CHARGER	\$	14.95	\$	14.95	\$	14.95	\$	14.95
73110	BODYCAM, NON-FUNCTIONAL TRAINING CAMERA, BODY 2	\$	99.00	\$	99.00	\$	99.00	\$	99.00
73202	AXON BODY 3 - NA10	\$	699.00	\$	699.00	\$	699.00	\$	699.00
73203	AXON BODY 3 - EU07 - RAPIDLOCK	\$	699.00	\$	699.00	\$	699.00	\$	699.00
73204	AXON BODY 3 - AP09	\$	699.00	\$	699.00	\$	699.00	\$	699.00
73205	AXON BODY 3 - BATTERY	\$	39.00	\$	39.00	\$	39.00	\$	39.00
73214	AXON BODY 3 - EU07 - YLW ACCENTS - RAPIDLOCK	\$	734.00	\$	734.00	\$	734.00	\$	734.00
73215	AXON BODY 3 - TRAINING CAMERA	\$	50.00	\$	50.00	\$	50.00	\$	50.00
73218	AXON BODY 3 - NA10 - COMMERCIAL	\$	699.00	\$	699.00	\$	699.00	\$	699.00
73245	AXON BODY 3 - 1 YEAR WARRANTY	\$	140.00	\$	140.00	\$	140.00	\$	140.00
73246	AXON BODY 3 - 8 BAY DOCK 1 YEAR WARRANTY	\$	250.00	\$	250.00	\$	250.00	\$	250.00
73247	AXON BODY 3 - 1 BAY DOCK 1 YEAR WARRANTY	\$	65.00	\$	65.00	\$	65.00	\$	65.00
73248	AXON BODY 3 - 4 YEAR WARRANTY	\$	560.00	\$	560.00	\$	560.00	\$	560.00
73249	AXON BODY 3 - 8 BAY DOCK 4 YEAR WARRANTY	\$	1,000.00	\$	1,000.00	\$	1,000.00	\$	1,000.00
73250	AXON BODY 3 - 2 YEAR WARRANTY	\$	280.00	\$	280.00	\$	280.00	\$	280.00
73251	AXON BODY 3 - 8 BAY DOCK 2 YEAR WARRANTY	\$	500.00	\$	500.00	\$	500.00	\$	500.00
73252	AXON BODY 3 - 1 BAY DOCK 2 YEAR WARRANTY	\$	130.00	\$	130.00	\$	130.00	\$	130.00
73285	AXON BODY 3 - 1 BAY DOCK 3 YEAR WARRANTY	\$	195.00	\$	195.00	\$	195.00	\$	195.00
73286	AXON BODY 3 - 1 BAY DOCK 4 YEAR WARRANTY	\$	260.00	\$	260.00	\$	260.00	\$	260.00
73287	AXON BODY 3 - 3 YEAR WARRANTY	\$	420.00	\$	420.00	\$	420.00	\$	420.00
73288	AXON BODY 3 - 8 BAY DOCK 3 YEAR WARRANTY	\$	750.00	\$	750.00	\$	750.00	\$	750.00
73289	SINGLE BAY DATAPORT 2 YEAR EXTENDED WARRANTY	\$	35.00	\$	35.00	\$	35.00	\$	35.00
73290	SINGLE BAY DATAPORT 3 YEAR EXTENDED WARRANTY	\$	52.50	\$	52.50	\$	52.50	\$	52.50
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	\$	522.00	\$	522.00	\$	522.00	\$	522.00
74004	AXON CAMERA ASSEMBLY, OFFLINE, AXON BODY 2, BLK	\$	731.00	\$	731.00	\$	731.00	\$	731.00
74006	AXON CAMERA BATTERY PACK, AXON BODY 2, BLK	\$	40.80	\$	40.80	\$	40.80	\$	40.80
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	\$	1,563.00	\$	1,563.00	\$	1,563.00	\$	1,563.00
74009	AXON DOCK, SINGLE BAY + CORE, AXON BODY 2	\$	413.00	\$	413.00	\$	413.00	\$	413.00
74010	AXON DOCK, 6 BAY, AXON BODY 2	\$	1,249.00	\$	1,249.00	\$	1,249.00	\$	1,249.00
74011	AXON DOCK, SINGLE BAY, AXON BODY 2	\$	99.00	\$	99.00	\$	99.00	\$	99.00
74018	Z-BRACKET MOUNT, MENS, AXON RAPIDLOCK	\$	31.30	\$	31.30	\$	31.30	\$	31.30
74019	Z-BRACKET MOUNT, WOMENS, AXON RAPIDLOCK	\$	31.30	\$	31.30	\$	31.30	\$	31.30
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	\$	31.30	\$	31.30	\$	31.30	\$	31.30
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	\$	31.30	\$	31.30	\$	31.30	\$	31.30
74022	SM POCKET MOUNT, 4", AXON RAPIDLOCK	\$	31.30	\$	31.30	\$	31.30	\$	31.30
74023	LG POCKET MOUNT, 6", AXON RAPIDLOCK	\$	31.30	\$	31.30	\$	31.30	\$	31.30
74026	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK, CLICKFAST	\$	522.00	\$	522.00	\$	522.00	\$	522.00
74027	Axon Fleet Dongle	\$	15.65	\$	15.65	\$	15.65	\$	15.65
74028	WING CLIP MOUNT, AXON RAPIDLOCK	\$	31.30	\$	31.30	\$	31.30	\$	31.30

74032	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, YEL	\$ 522.00	\$ 522.00	\$ 522.00	\$ 522.00	
74033	AXON CAMERA ASSEMBLY, OFFLINE, AXON BODY 2, YEL	\$ 731.00	\$ 731.00	\$ 731.00	\$ 731.00	
74034	TILT MOUNT, AXON RAPIDLOCK	\$ 31.30	\$ 31.30	\$ 31.30	\$ 31.30	
74035	ANCHOR MOUNT, VERTICAL, AXON RAPIDLOCK	\$ 31.35	\$ 31.35	\$ 31.35	\$ 31.35	
74036	ANCHOR MOUNT, HORIZONTAL, AXON RAPIDLOCK	\$ 31.35	\$ 31.35	\$ 31.35	\$ 31.35	
74047	2 YEAR TAP FLEX 2 CONTROLLER REPLACEMENT	\$ -	\$ -	\$ -	\$ -	Bundle Component, not for independent sale
74048	2.5 YEAR TAP FLEX 2 CONTROLLER REPLACEMENT	\$ -	\$ -	\$ -	\$ -	Bundle Component, not for independent sale
74049	3 YEAR TAP FLEX 2 CONTROLLER REPLACEMENT	\$ -	\$ -	\$ -	\$ -	Bundle Component, not for independent sale
74050	3.5 YEAR TAP FLEX 2 CONTROLLER REPLACEMENT	\$ -	\$ -	\$ -	\$ -	Bundle Component, not for independent sale
74051	4 YEAR TAP FLEX 2 CONTROLLER REPLACEMENT	\$ -	\$ -	\$ -	\$ -	Bundle Component, not for independent sale
74052	WEARABLE CABLE ASSEMBLY, 6 IN, BLACK, FLEX 2	\$ 14.30	\$ 14.30	\$ 14.30	\$ 14.30	
74053	ADAPTER, FLEX 1 TO FLEX 2 DVR MOUNT	\$ 13.60	\$ 13.60	\$ 13.60	\$ 13.60	
74054	VELCRO MOUNT, RAPID LOCK	\$ 19.90	\$ 19.90	\$ 19.90	\$ 19.90	
74055	FIRE STROBE - RED	\$ 222.00	\$ 222.00	\$ 222.00	\$ 222.00	
74056	TOUCH PANEL WALL MOUNT	\$ 64.00	\$ 64.00	\$ 64.00	\$ 64.00	
74210	AXON BODY 3 - 8 BAY DOCK	\$ 1,495.00	\$ 1,495.00	\$ 1,495.00	\$ 1,495.00	
74211	AXON BODY 3 - 1 BAY DOCK	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	
74214	AXON BODY 3 - 8 BAY DOCK W/O POWER SUPPLY	\$ 1,495.00	\$ 1,495.00	\$ 1,495.00	\$ 1,495.00	
75009	4 YEAR EXTENDED WARRANTY FLEX 2	\$ 626.00	\$ 626.00	\$ 626.00	\$ 626.00	
75022	AXON BODY 3 - RAPIDLOCK SCREW REPAIR KIT	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	
80118	2 YEAR EXTENDED WARRANTY FLEX 2 CAMERA	\$ 318.00	\$ 318.00	\$ 318.00	\$ 318.00	
80124	2 YEAR EXTENDED WARRANTY DOCK FLEX 2, SINGLE BAY + CORE	\$ 138.00	\$ 138.00	\$ 138.00	\$ 138.00	
80125	2 YEAR EXTENDED WARRANTY DOCK FLEX 2, 6 BAY + CORE	\$ 528.00	\$ 528.00	\$ 528.00	\$ 528.00	
80146	VIRTUAL BODYCAM STARTER	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	
85055	AXON FULL SERVICE	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	
85144	AXON STARTER	\$ 2,750.00	\$ 2,750.00	\$ 2,750.00	\$ 2,750.00	
87029	2 YEAR EXTENDED WARRANTY BODY 2	\$ 209.00	\$ 209.00	\$ 209.00	\$ 209.00	
87030	2 YEAR EXTENDED WARRANTY DOCK 2 SINGLE BAY + CORE	\$ 135.75	\$ 135.75	\$ 135.75	\$ 135.75	
87031	2 YEAR EXTENDED WARRANTY DOCK 2 SIX BAY + CORE	\$ 523.00	\$ 523.00	\$ 523.00	\$ 523.00	

Dan Sivard
State Purchasing Director
Central Purchasing



OKLAHOMA
Office of Management
& Enterprise Services

Steven H
Director

Item 7f.

09/04/2020

Dear Awarded Supplier,

Oklahoma Master Agreement OK-MA-145, Public Safety Video, was awarded for an initial agreement period of 02/01/2017 and ending 02/01/2019. The State of Oklahoma is requesting you to renew your contract for the final annual renewal period which would amend your current contract agreement to remain active through 01/31/2022.

Please indicate your firm's response to this request and return by email.

- ☒ Yes, our firm will renew the contract pricing and terms on the above listed contract.
☐ No, our firm will not renew the contract pricing and terms on the above listed contract.

Federal Employer / Tax Identification 86-0741227
 Number:
 Company Axon Enterprise, Inc.
 Name:
 Address: 17800 N 85th St
 City: Scottsdale State: AZ
 Zip Code: 85255
 Email: contracts@axon.com

Robert Driscoll VP, Assoc. General Counsel

9/9/2020 | 11:16 AM MST

DocuSigned by:

 55DAEBB131A4424...

Name / Title

Date

Signature

Send response electronically to the email address below of the contracting officer by:

September 18, 2020

Contracting Officer Name: Lisa Bradley, CPO

Contracting Officer Phone: (405) 522 - 4480

Contracting Officer Email Address: Lisa.bradley@omes.ok.gov

Ferris J. Barger
State Purchasing Director
Central Purchasing



John B. []
Director

Item 7f.

July 12 2019

Attn: NASPO ValuePoint Public Safety Video Contract Holders

Oklahoma Master Agreements OK-MA-145, Public Safety Video, was awarded for an initial agreement period of 02/01/2017 and ending 01/31/2019. The State of Oklahoma is requesting you to renew your contract for the second optional annual renewal which would revise your current contract agreement period to remain active through 01/31/2021.

Please indicate your firm's response to our request and return by email as soon as possible.



Yes, our firm will renew the contract pricing and terms on the above listed contract.



No, our firm will not renew the pricing and terms on the above listed contract.

Federal Employer Identification
Number:

86-0741227

Company
Name:

Axon Enterprise, Inc.

Address: 17800 N 85th Street

City: Scottsdale

ZIP Code: 85255

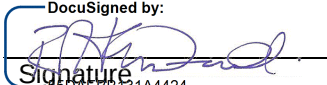
Email: contracts@axon.com

Robert Driscoll, VP Associate General Counsel

Name/Title

8/28/2019 | 4:34 PM MST

Date

DocuSigned by:

Signature
85DAEBB131A4424...

Please send responses electronically to: Lisa.Bradley@omes.ok.gov by August 30, 2019.

All vendor registration must be current prior all renewals.

https://www.ok.gov/DCS/Central_Purchasing/Vendor_Registration/index.html

Contracting Officer Name: Lisa Bradley

Contracting Officer Phone #: 405-522-4480

Contracting Officer Email: Lisa.Bradley@omes.ok.gov

Ferris J. Barger
State Purchasing Director
Central Purchasing



Denise Nor
Director

Item 7f.

October 23, 2018

Attn: NASPO ValuePoint Public Safety Video Contract Holders

Oklahoma Master Agreements OK-MA-145, Public Safety Video, was awarded for an initial agreement period of 02/01/2017 and ending 01/31/2019. The State of Oklahoma is requesting you to renew your contract for the first optional annual renewal which would revise your current ending contract agreement period to remain active through 01/31/2020.

Please indicate your firm's response to our request and return by email as soon as possible.

- ☒ Yes, our firm will renew the contract pricing and terms on the above listed contract.
☐ No, our firm will not renew the pricing and terms on the above listed contract.

Federal Employer Identification Number: 86-0741227

Company Name: Axon Enterprises, Inc.-HR

Address: 17800 N 85th Street

City: Scottsdale ZIP Code: 85255

Email:

Robert Driscoll VP, Assoc. General Counsel 10/29/2018 | 7:50 PM MST

Name/Title

Date

DocuSigned by:
Robert Driscoll
35DAEBB131A4424...

Signature

Please send responses electronically to: Lisa.Bradley@omes.ok.gov by November 8, 2018.

All vendor registration must be current prior all renewals.

https://www.ok.gov/DCS/Central_Purchasing/Vendor_Registration/index.html

Contracting Officer Name: Lisa Bradley

Contracting Officer Phone #: 405-522-4480

Contracting Officer Email: Lisa.Bradley@omes.ok.gov



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: City Manager Tony Konkol

Agenda Date: 07/07/2021

SUBJECT:

Metro Community Enhancement Grant Agreements for 2021-2022

STAFF RECOMMENDATION:

Approve all the Metro Community Enhancement Grant Agreements with each of the nine grant applicants.

EXECUTIVE SUMMARY:

The Metro Community Enhancement Grant Agreements provide the terms and conditions for receipt of the grants, including the process for requesting grant funds and providing a final report to the City of Oregon City. Each agreement will be in effect from July 1, 2021, to June 30, 2022.

BACKGROUND:

The City of Oregon City manages the Community Enhancement Grant Program with funds received from Metro for hosting the South Metro Transfer Station, as outlined in an Intergovernmental Agreement between the two parties. On June 10, 2021, Finance Director reported that the final amount of awarded grants by the Enhancement Grant Program Committee was well within the program's budget. Special conditional performance criteria was included in the grant award agreements for the Downtown Oregon City Association, Oregon City Youth Sports, Souflags and Three Rivers Artist Guild.

On June 10, 2021, the Enhancement Grant Program Committee approved grant awards totaling \$252,480 for the following Metro Community Enhancement applicants:

Organization	Project	Amount
Downtown Oregon City Association	Light Up Downtown - Canopy Lighting Project	\$50,000

Friends of Trees	Oregon City Neighborhood Tree Care Program	\$38,000
Greater Oregon City Watershed Council	Watershed Wealth: Community-based Learning and Habitat Restoration in the Abernethy Creek Basin	\$35,000
Hannah Grace Family	Music Project - Musical education program for foster youth	\$24,900
Oregon City Farmers Market	Supplemental Nutrition Assistance Program (SNAP) Match	\$10,691
Oregon City Police Department	Homeless Services and Camp Clean-Up Program	\$25,000
Oregon City Youth Sports	Wesley Lynn Artificial Turf Project Phase One	\$44,999
Soulflags - Art Lit Community Corner	South Art Corner (Hwy 99E and Main Street)	\$5,200
Three Rivers Artist Guild	Oregon City Mural Project	\$18,690

TOTAL

\$252,480

OPTIONS:

1. Approve the 2021-22 Metro Community Enhancement Grant Agreements for the nine applicants as listed in this report.
2. Do not approve the 2021-22 Metro Community Enhancement Grant Agreements for the nine applicants as listed in this report.

BUDGET IMPACT:

Amount: \$252,480

FY(s): FY 2021-2022

Funding Source(s): Metro Community Enhancement Grant program

ENHANCEMENT GRANT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Oregon City ("City") and **Downtown Oregon City Association**. The City has designated the project described in the proposal submitted at the June 10, 2021 Enhancement Grant Meeting as the "Enhancement Project". Upon execution of this agreement, the parties agree to the following:

A. The City agrees to:

1. Grant the Sponsor \$ **50,000** to assist in completing the Enhancement Project. Any receipts and invoices submitted for reimbursement shall be dated between July 1, 2021 to June 30, 2022.

B. The Sponsor agrees to:

1. Complete all improvements and activities within the specified time as described in the attached Grant Project Proposal. The attached proposal is an integral part of this Grant Agreement.

The proposal is to use funds for **Light Up Downtown.**

The grant will be utilized for expenses listed in the proposed project budget.

2. The Project Supervisor will be **Liz Hannum** All mail related to the grant project will be sent to **814 Main Street, Oregon City, OR 97045**
3. The Project Supervisor shall provide all necessary administrative support to manage the project.
4. Sponsor will provide documentation of insurance listing the City as an additional insured and shall hold the City harmless and indemnify the City, its employees, officers and agents from any claims or causes of action of whatever nature that may arise out of Sponsor's administration of the Grant proposal.
5. Once this signed grant agreement is submitted for the grant, funds will be released by one of the following methods:
 - a. Upon written request the City may allow a grant recipient to draw up to 25 percent of the grant amount. Upon submission of receipts supporting the expenditures of an advance, additional 25% advances can be released upon written request. A signed W-9 will need to be submitted with the request.
 - b. A vendor can be paid directly by submitting an invoice along with a W-9 signed by the vendor.
 - c. Expenses paid directly by your organization will be reimbursed by submitting a copy of the paid invoice and proof of payment. A signed W-9 will need to be submitted by organization.
 - d. Allow 30 days for processing any reimbursement request.

ENHANCEMENT GRANT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Oregon City ("City") and Friends of Trees. The City has designated the project described in the proposal reviewed at the June 10, 2021 Enhancement Grant Meeting as the "Enhancement Project." Upon execution of this agreement, the parties agree to the following:

A. The City agrees to:

1. Grant the Sponsor \$ 38,000 to assist in completing the Enhancement Project. Any receipts and invoices submitted for reimbursement shall be dated between July 1, 2021 to June 30, 2022.

B. The Sponsor agrees to:

1. Complete all improvements and activities within the specified time as described in the attached Grant Project Proposal. The attached proposal is an integral part of this Grant Agreement.

The proposal is to use funds for the Oregon City Neighborhood Tree Care Program. The grant will be utilized for expenses listed in the proposed project budget.

2. The Project Supervisor will be Erica Trimm. All mail related to the grant project will be sent to 3117 NE MLK Blvd., Portland, OR 97211.
3. The Project Supervisor shall provide all necessary administrative support to manage the project.
4. Sponsor will provide documentation of insurance listing the City as an additional insured and shall hold the City harmless and indemnify the City, its employees, officers and agents from any claims or causes of action of whatever nature that may arise out of Sponsor's administration of the Grant proposal.
5. Once this signed grant agreement is submitted for the grant, funds will be released by one of the following methods:
 - a. Upon written request the City may allow a grant recipient to draw up to 25 percent of the grant amount. Upon submission of receipts supporting the expenditures of an advance, additional 25% advances can be released upon written request. A signed W-9 will need to be submitted with the request.
 - b. A vendor can be paid directly by submitting an invoice along with a W-9 signed by the vendor.
 - c. Expenses paid directly by your organization will be reimbursed by submitting a copy of the paid invoice and proof of payment. A signed W-9 will need to be submitted by organization.
 - d. Allow 30 days for processing any reimbursement request.

6. Provide the City with a written progress by October 2021, January 2022, and April 2022, unless completed earlier. The report should include the status of activities and an expenditure report indicating how grant funds have been spent to date.
7. Provide the City with an exit report within 30 days of completion of the project. An electronic copy can be sent upon request. The report should include the following:

- a. Brief description of the project
- b. Description of project accomplishments.
- c. Measures of performance (i.e., number of people served).
- d. A final budget.
- e. A narrative of how Enhancement funds were spent.
- f. Listing of additional sponsors of the project.
- g. Any before and after photos of the grant project.
- h. Any promotional material samples, including advertisements, flyers, posters, etc.

8. Failure to provide a final exit report will make Sponsor ineligible for future grants.

9. Any unspent grant money shall be remitted back to the City.

- C. If the Sponsor fails to comply with all the provisions in this agreement within the designated timeframe, the Sponsor shall remit back to the City the amount of the grant. The deadline for completing the Grant Project may be extended upon mutual agreement between the parties. Such extension shall be requested in writing by May 13, 2022.
- D. The funding available for this grant program is based on projected revenues and not all expected funds may be available for awards in any given funding cycle. Accordingly, grants are subject to the availability of funds, and should revenue estimates fall short, the City is not liable for incomplete projects.

Signed this _____ day of _____, 2021.

City of Oregon City

Sponsor – Friends of Trees

By _____
James Graham
Economic Development
Manager

By _____
Erica Trimm

By _____
Anthony "Tony" Konkol
City Manager

ENHANCEMENT GRANT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Oregon City ("City") and **Greater Oregon City Watershed Council**. The City has designated the project described in the proposal submitted at the June 10, 2021 Enhancement Grant Meeting as the "Enhancement Project". Upon execution of this agreement, the parties agree to the following:

A. The City agrees to:

1. Grant the Sponsor \$ **35,000** to assist in completing the Enhancement Project. Any receipts and invoices submitted for reimbursement shall be dated between July 1, 2021 to June 30, 2022.

B. The Sponsor agrees to:

1. Complete all improvements and activities within the specified time as described in the attached Grant Project Proposal. The attached proposal is an integral part of this Grant Agreement.

The proposal is to use funds for **Watershed Wealth: Community-based Learning and Habitat Restoration in the Abernathy Creek Basin**.

The grant will be utilized for expenses listed in the proposed project budget.

2. The Project Supervisor will be **Tom Gaskill**. All mail related to the grant project will be sent to **P.O. Box 927, Oregon City, OR 97045**.
3. The Project Supervisor shall provide all necessary administrative support to manage the project.
4. Sponsor will provide documentation of insurance listing the City as an additional insured and shall hold the City harmless and indemnify the City, its employees, officers and agents from any claims or causes of action of whatever nature that may arise out of Sponsor's administration of the Grant proposal.
5. Once this signed grant agreement is submitted for the grant, funds will be released by one of the following methods:
 - a. Upon written request the City may allow a grant recipient to draw up to 25 percent of the grant amount. Upon submission of receipts supporting the expenditures of an advance, additional 25% advances can be released upon written request. A signed W-9 will need to be submitted with the request.
 - b. A vendor can be paid directly by submitting an invoice along with a W-9 signed by the vendor.
 - c. Expenses paid directly by your organization will be reimbursed by submitting a copy of the paid invoice and proof of payment. A signed W-9 will need to be submitted by organization.
 - d. Allow 30 days for processing any reimbursement request.

6. Provide the City with a written progress by October 2021, January 2022, and April 2022, unless completed earlier. The report should include the status of activities and an expenditure report indicating how grant funds have been spent to date.
7. Provide the City with an exit report within 30 days of completion of the project. An electronic copy can be sent upon request. The report should include the following:

- a. Brief description of the project
- b. Description of project accomplishments.
- c. Measures of performance (i.e., number of people served).
- d. A final budget.
- e. A narrative of how Enhancement funds were spent.
- f. Listing of additional sponsors of the project.
- g. Any before and after photos of the grant project.
- h. Any promotional material samples, including advertisements, flyers, posters, etc.

8. Failure to provide a final exit report will make Sponsor ineligible for future grants.

9. Any unspent grant money shall be remitted back to the City.

- C. If the Sponsor fails to comply with all the provisions in this agreement within the designated timeframe, the Sponsor shall remit back to the City the amount of the grant. The deadline for completing the Grant Project may be extended upon mutual agreement between the parties. Such extension shall be requested in writing by May 15, 2022.
- D. The funding available for this grant program is based on projected revenues and not all expected funds may be available for awards in any given funding cycle. Accordingly, grants are subject to the availability of funds, and should revenue estimates fall short, the City is not liable for incomplete projects.

Signed this _____ day of _____, 2021.

City of Oregon City

Sponsor

By _____
James Graham
Economic Development
Manager

By _____
Tom Gaskill

By _____
Anthony "Tony" Konkol
City Manager

ENHANCEMENT GRANT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Oregon City ("City") and **Hannah Grace Family**. The City has designated the project described in the proposal submitted at the June 10, 2021 Enhancement Grant Meeting as the "Enhancement Project". Upon execution of this agreement, the parties agree to the following:

A. The City agrees to:

1. Grant the Sponsor \$ **24,900** to assist in completing the Enhancement Project. Any receipts and invoices submitted for reimbursement shall be dated between July 1, 2021 to June 30, 2022.

B. The Sponsor agrees to:

1. Complete all improvements and activities within the specified time as described in the attached Grant Project Proposal. The attached proposal is an integral part of this Grant Agreement.

The proposal is to use funds for **The Hannah Grace Music Project**.
The grant will be utilized for expenses listed in the proposed project budget.

2. The Project Supervisor will be **Jason Hood**. All mail related to the grant project will be sent to **P.O. Box 403, Oregon City, OR 97045**
3. The Project Supervisor shall provide all necessary administrative support to manage the project.
4. Sponsor will provide documentation of insurance listing the City as an additional insured and shall hold the City harmless and indemnify the City, its employees, officers and agents from any claims or causes of action of whatever nature that may arise out of Sponsor's administration of the Grant proposal.
5. Once this signed grant agreement is submitted for the grant, funds will be released by one of the following methods:
 - a. Upon written request the City may allow a grant recipient to draw up to 25 percent of the grant amount. Upon submission of receipts supporting the expenditures of an advance, additional 25% advances can be released upon written request. A signed W-9 will need to be submitted with the request.
 - b. A vendor can be paid directly by submitting an invoice along with a W-9 signed by the vendor.
 - c. Expenses paid directly by your organization will be reimbursed by submitting a copy of the paid invoice and proof of payment. A signed W-9 will need to be submitted by organization.
 - d. Allow 30 days for processing any reimbursement request.

6. Provide the City with a written progress by October 2021, January 2022, and April 2022, unless completed earlier. The report should include the status of activities and an expenditure report indicating how grant funds have been spent to date.
 7. Provide the City with an exit report within 30 days of completion of the project. An electronic copy can be sent upon request. The report should include the following:
 - a. Brief description of the project
 - b. Description of project accomplishments.
 - c. Measures of performance (i.e., number of people served).
 - d. A final budget.
 - e. A narrative of how Enhancement funds were spent.
 - f. Listing of additional sponsors of the project.
 - g. Any before and after photos of the grant project.
 - h. Any promotional material samples, including advertisements, flyers, posters, etc.
 8. Failure to provide a final exit report will make Sponsor ineligible for future grants.
 9. Any unspent grant money shall be remitted back to the City.
- C. If the Sponsor fails to comply with all the provisions in this agreement within the designated timeframe, the Sponsor shall remit back to the City the amount of the grant. The deadline for completing the Grant Project may be extended upon mutual agreement between the parties. Such extension shall be requested in writing by May 15, 2022.
- D. The funding available for this grant program is based on projected revenues and not all expected funds may be available for awards in any given funding cycle. Accordingly, grants are subject to the availability of funds, and should revenue estimates fall short, the City is not liable for incomplete projects.

Signed this _____ day of _____, 2021.

City of Oregon City

Sponsor

By _____
James Graham
Economic Development
Manager

By: _____
Jason Hood
Hannah Grace Family

By _____
Anthony "Tony" Konkol
City Manager

ENHANCEMENT GRANT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Oregon City ("City") and **Oregon City Farmers Market**. The City has designated the project described in the proposal submitted at the June 10, 2021 Enhancement Grant Meeting as the "Enhancement Project". Upon execution of this agreement, the parties agree to the following:

A. The City agrees to:

1. Grant the Sponsor \$ **10,691** to assist in completing the Enhancement Project. Any receipts and invoices submitted for reimbursement shall be dated between July 1, 2021 to June 30, 2022.

B. The Sponsor agrees to:

1. Complete all improvements and activities within the specified time as described in the attached Grant Project Proposal. The attached proposal is an integral part of this Grant Agreement.

The proposal is to use funds for **Supplemental Nutrition Assistance Program Match**.

The grant will be utilized for expenses listed in the proposed project budget.

2. The Project Supervisor will be **Jess Land**. All mail related to the grant project will be sent to **P.O. Box 2931, Oregon City, OR 97045**
3. The Project Supervisor shall provide all necessary administrative support to manage the project.
4. Sponsor will provide documentation of insurance listing the City as an additional insured and shall hold the City harmless and indemnify the City, its employees, officers and agents from any claims or causes of action of whatever nature that may arise out of Sponsor's administration of the Grant proposal.
5. Once this signed grant agreement is submitted for the grant, funds will be released by one of the following methods:
 - a. Upon written request the City may allow a grant recipient to draw up to 25 percent of the grant amount. Upon submission of receipts supporting the expenditures of an advance, additional 25% advances can be released upon written request. A signed W-9 will need to be submitted with the request.
 - b. A vendor can be paid directly by submitting an invoice along with a W-9 signed by the vendor.
 - c. Expenses paid directly by your organization will be reimbursed by submitting a copy of the paid invoice and proof of payment. A signed W-9 will need to be submitted by organization.
 - d. Allow 30 days for processing any reimbursement request.

6. Provide the City with a written progress by October 2021, January 2022, and April 2022, unless completed earlier. The report should include the status of activities and an expenditure report indicating how grant funds have been spent to date.
 7. Provide the City with an exit report within 30 days of completion of the project. An electronic copy can be sent upon request. The report should include the following:
 - a. Brief description of the project
 - b. Description of project accomplishments.
 - c. Measures of performance (i.e., number of people served).
 - d. A final budget.
 - e. A narrative of how Enhancement funds were spent.
 - f. Listing of additional sponsors of the project.
 - g. Any before and after photos of the grant project.
 - h. Any promotional material samples, including advertisements, flyers, posters, etc.
 8. Failure to provide a final exit report will make Sponsor ineligible for future grants.
 9. Any unspent grant money shall be remitted back to the City.
- C. If the Sponsor fails to comply with all the provisions in this agreement within the designated timeframe, the Sponsor shall remit back to the City the amount of the grant. The deadline for completing the Grant Project may be extended upon mutual agreement between the parties. Such extension shall be requested in writing by May 15, 2022.
- D. The funding available for this grant program is based on projected revenues and not all expected funds may be available for awards in any given funding cycle. Accordingly, grants are subject to the availability of funds, and should revenue estimates fall short, the City is not liable for incomplete projects.

Signed this _____ day of _____, 2021.

City of Oregon City

Sponsor

By _____
James Graham
Economic Development
Manager

By _____
Project Sponsor

By _____
Anthony "Tony" Konkol
City Manager

ENHANCEMENT GRANT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Oregon City ("City") and **Oregon City Police Department**. The City has designated the project described in the proposal submitted at the June 10, 2021 Enhancement Grant Meeting as the "Enhancement Project". Upon execution of this agreement, the parties agree to the following:

A. The City agrees to:

1. Grant the Sponsor \$ **25,000** to assist in completing the Enhancement Project. Any receipts and invoices submitted for reimbursement shall be dated between July 1, 2021 to June 30, 2022.

B. The Sponsor agrees to:

1. Complete all improvements and activities within the specified time as described in the attached Grant Project Proposal. The attached proposal is an integral part of this Grant Agreement.

The proposal is to use funds for **Homelessness Services and Camp Cleanup Program**.

The grant will be utilized for expenses listed in the proposed project budget.

2. The Project Supervisor will be **Kelly Dilbeck**. All mail related to the grant project will be sent to **1234 Linn Ave., Oregon City, OR 97045**.
3. The Project Supervisor shall provide all necessary administrative support to manage the project.
4. Sponsor will provide documentation of insurance listing the City as an additional insured and shall hold the City harmless and indemnify the City, its employees, officers and agents from any claims or causes of action of whatever nature that may arise out of Sponsor's administration of the Grant proposal.
5. Once this signed grant agreement is submitted for the grant, funds will be released by one of the following methods:
 - a. Upon written request the City may allow a grant recipient to draw up to 25 percent of the grant amount. Upon submission of receipts supporting the expenditures of an advance, additional 25% advances can be released upon written request. A signed W-9 will need to be submitted with the request.
 - b. A vendor can be paid directly by submitting an invoice along with a W-9 signed by the vendor.
 - c. Expenses paid directly by your organization will be reimbursed by submitting a copy of the paid invoice and proof of payment. A signed W-9 will need to be submitted by organization.
 - d. Allow 30 days for processing any reimbursement request.

6. Provide the City with a written progress by October 2021, January 2022, and April 2022, unless completed earlier. The report should include the status of activities and an expenditure report indicating how grant funds have been spent to date.
 7. Provide the City with an exit report within 30 days of completion of the project. An electronic copy can be sent upon request. The report should include the following:
 - a. Brief description of the project
 - b. Description of project accomplishments.
 - c. Measures of performance (i.e., number of people served).
 - d. A final budget.
 - e. A narrative of how Enhancement funds were spent.
 - f. Listing of additional sponsors of the project.
 - g. Any before and after photos of the grant project.
 - h. Any promotional material samples, including advertisements, flyers, posters, etc.
 8. Failure to provide a final exit report will make Sponsor ineligible for future grants.
 9. Any unspent grant money shall be remitted back to the City.
- C. If the Sponsor fails to comply with all the provisions in this agreement within the designated timeframe, the Sponsor shall remit back to the City the amount of the grant. The deadline for completing the Grant Project may be extended upon mutual agreement between the parties. Such extension shall be requested in writing by May 15, 2022.
- D. The funding available for this grant program is based on projected revenues and not all expected funds may be available for awards in any given funding cycle. Accordingly, grants are subject to the availability of funds, and should revenue estimates fall short, the City is not liable for incomplete projects.

Signed this _____ day of _____, 2020.

City of Oregon City

Sponsor

By _____
James Graham
Economic Development
Manager

By _____
Kelly Kilbeck
Oregon City Police Department

By _____
Anthony "Tony" Konkol
City Manager

ENHANCEMENT GRANT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Oregon City ("City") and **Oregon City Youth Sports**. The City has designated the project described in the proposal submitted at the June 10, 2021 Enhancement Grant Meeting as the "Enhancement Project". Upon execution of this agreement, the parties agree to the following:

A. The City agrees to:

1. Grant the Sponsor \$ **44,999** to assist in completing the Enhancement Project. Any receipts and invoices submitted for reimbursement shall be dated between July 1, 2021 to June 30, 2022.
2. This funding is being awarded contingent upon the development and execution of a property maintenance agreement between The City of Oregon City Public Works department or another third-party field maintenance provider, and Oregon City Youth Soccer, for the on-going maintenance.

B. The Sponsor agrees to:

1. Complete all improvements and activities within the specified time as described in the attached Grant Project Proposal. The attached proposal is an integral part of this Grant Agreement.

The proposal is to use funds for **Wesley Lynn Artificial Turf Project Phase One.**

The grant will be utilized for expenses listed in the proposed project budget.

2. The Project Supervisor will be **George Lee** All mail related to the grant project will be sent to **P.O. Box 878, Oregon City, OR 97045**
3. The Project Supervisor shall provide all necessary administrative support to manage the project.
4. Sponsor will provide documentation of insurance listing the City as an additional insured and shall hold the City harmless and indemnify the City, its employees, officers and agents from any claims or causes of action of whatever nature that may arise out of Sponsor's administration of the Grant proposal.
5. Once this signed grant agreement is submitted for the grant, funds will be released by one of the following methods:
 - a. Upon written request the City may allow a grant recipient to draw up to 25 percent of the grant amount. Upon submission of receipts supporting the expenditures of an advance, additional 25% advances can be released upon written request. A signed W-9 will need to be submitted with the request.
 - b. A vendor can be paid directly by submitting an invoice along with a W-9 signed by the vendor.

- c. Expenses paid directly by your organization will be reimbursed by submitting a copy of the paid invoice and proof of payment. A signed W-9 will need to be submitted by organization.
 - d. Allow 30 days for processing any reimbursement request.
6. Provide the City with a written progress by October 2021, January 2022, and April 2022, unless completed earlier. The report should include the status of activities and an expenditure report indicating how grant funds have been spent to date.
7. Provide the City with an exit report within 30 days of completion of the project. An electronic copy can be sent upon request. The report should include the following:
- a. Brief description of the project
 - b. Description of project accomplishments.
 - c. Measures of performance (i.e., number of people served).
 - d. A final budget.
 - e. A narrative of how Enhancement funds were spent.
 - f. Listing of additional sponsors of the project.
 - g. Any before and after photos of the grant project area.
 - h. Any promotional material samples, including advertisements, flyers, posters, etc.
8. Failure to provide a final exit report will make Sponsor ineligible for future grants.
9. Any unspent grant money shall be remitted back to the City.
- C. If the Sponsor fails to comply with all the provisions in this agreement within the designated timeframe, the Sponsor shall remit back to the City the amount of the grant. The deadline for completing the Grant Project may be extended upon mutual agreement between the parties. Such extension shall be requested in writing by May 15, 2022.
- D. The funding available for this grant program is based on projected revenues and not all expected funds may be available for awards in any given funding cycle. Accordingly, grants are subject to the availability of funds, and should revenue estimates fall short, the City is not liable for incomplete projects.

Signed this _____ day of _____, 2021.

City of Oregon City

Sponsor - Oregon City Youth Sports

By _____
James Graham
Economic Development Manager

By _____
George Lee

By _____
Anthony "Tony" Konkol
City Manager

ENHANCEMENT GRANT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Oregon City ("City") and **Soulflags (Art Lit Community Center)**. The City has designated the project described in the proposal submitted at the June 10, 2021 Enhancement Grant Meeting as the "Enhancement Project". Upon execution of this agreement, the parties agree to the following:

A. The City agrees to:

1. Grant the Sponsor \$ **5,200** to assist in completing the Enhancement Project. Any receipts and invoices submitted for reimbursement shall be dated between July 1, 2021 to June 30, 2022.
2. The disbursement of grant funds is contingent upon the Three Rivers Artist Guild obtaining the written permission of the property owner(s) where the proposed murals will be located and any necessary approvals required by the property owner(s) where the proposed murals will be located and the Oregon City Arts Commission.

B. The Sponsor agrees to:

1. Complete all improvements and activities within the specified time as described in the attached Grant Project Proposal. The attached proposal is an integral part of this Grant Agreement.

The proposal is to use funds for **South Art Corner.**

The grant will be utilized for expenses listed in the proposed project budget.

2. The Project Supervisor will be **Tima Carlson** All mail related to the grant project will be sent to **504 Main Street, Oregon City, OR 97045**
3. The Project Supervisor shall provide all necessary administrative support to manage the project.
4. Sponsor will provide documentation of insurance listing the City as an additional insured and shall hold the City harmless and indemnify the City, its employees, officers and agents from any claims or causes of action of whatever nature that may arise out of Sponsor's administration of the Grant proposal.
5. Once this signed grant agreement is submitted for the grant, funds will be released by one of the following methods:
 - a. Upon written request the City may allow a grant recipient to draw up to 25 percent of the grant amount. Upon submission of receipts supporting the expenditures of an advance, additional 25% advances can be released upon written request. A signed W-9 will need to be submitted with the request.
 - b. A vendor can be paid directly by submitting an invoice along with a W-9 signed by the vendor.

- c. Expenses paid directly by your organization will be reimbursed by submitting a copy of the paid invoice and proof of payment. A signed W-9 will need to be submitted by organization.
 - d. Allow 30 days for processing any reimbursement request.
- 6. Provide the City with a written progress by October 2021, January 2022, and April 2022, unless completed earlier. The report should include the status of activities and an expenditure report indicating how grant funds have been spent to date.
- 7. Provide the City with an exit report within 30 days of completion of the project. An electronic copy can be sent upon request. The report should include the following:
 - a. Brief description of the project
 - b. Description of project accomplishments.
 - c. Measures of performance (i.e., number of people served).
 - d. A final budget.
 - e. A narrative of how Enhancement funds were spent.
 - f. Listing of additional sponsors of the project.
 - g. Any before and after photos of the grant project area.
 - h. Any promotional material samples, including advertisements, flyers, posters, etc.
- 8. Failure to provide a final exit report will make Sponsor ineligible for future grants.
- 9. Any unspent grant money shall be remitted back to the City.
- C. If the Sponsor fails to comply with all the provisions in this agreement within the designated timeframe, the Sponsor shall remit back to the City the amount of the grant. The deadline for completing the Grant Project may be extended upon mutual agreement between the parties. Such extension shall be requested in writing by May 15, 2022.
- D. The funding available for this grant program is based on projected revenues and not all expected funds may be available for awards in any given funding cycle. Accordingly, grants are subject to the availability of funds, and should revenue estimates fall short, the City is not liable for incomplete projects.

Signed this _____ day of _____, 2021.

City of Oregon City

Downtown Oregon City Association

By _____
James Graham
Economic Development Manager

By _____
Tima Carlson

By _____
Anthony "Tony" Konkol
City Manager

ENHANCEMENT GRANT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Oregon City ("City") and **Three Rivers Artist Guild**. The City has designated the project described in the proposal submitted at the June 10, 2021 Enhancement Grant Meeting as the "Enhancement Project". Upon execution of this agreement, the parties agree to the following:

A. The City agrees to:

1. Grant the Sponsor \$ **18,690** to assist in completing the Enhancement Project. Any receipts and invoices submitted for reimbursement shall be dated between July 1, 2021 to June 30, 2022.
2. The disbursement of grant funds is contingent upon the Three Rivers Artist Guild obtaining the written permission of the property owner(s) where the proposed murals will be located and any necessary approvals required by the property owner(s) where the proposed murals will be located and the Oregon City Arts Commission.

B. The Sponsor agrees to:

1. Complete all improvements and activities within the specified time as described in the attached Grant Project Proposal. The attached proposal is an integral part of this Grant Agreement.

The proposal is to use funds for **Oregon City Mural Project.**

The grant will be utilized for expenses listed in the proposed project budget.

2. The Project Supervisor will be **Trieste Andrews** All mail related to the grant project will be sent to **P.O. Box 2648, Oregon City, OR 97045**
3. The Project Supervisor shall provide all necessary administrative support to manage the project.
4. Sponsor will provide documentation of insurance listing the City as an additional insured and shall hold the City harmless and indemnify the City, its employees, officers and agents from any claims or causes of action of whatever nature that may arise out of Sponsor's administration of the Grant proposal.
5. Once this signed grant agreement is submitted for the grant, funds will be released by one of the following methods:
 - a. Upon written request the City may allow a grant recipient to draw up to 25 percent of the grant amount. Upon submission of receipts supporting the expenditures of an advance, additional 25% advances can be released upon written request. A signed W-9 will need to be submitted with the request.
 - b. A vendor can be paid directly by submitting an invoice along with a W-9 signed by the vendor.

- c. Expenses paid directly by your organization will be reimbursed by submitting a copy of the paid invoice and proof of payment. A signed W-9 will need to be submitted by organization.
 - d. Allow 30 days for processing any reimbursement request.
- 6. Provide the City with a written progress by October 2021, January 2022, and April 2022, unless completed earlier. The report should include the status of activities and an expenditure report indicating how grant funds have been spent to date.
- 7. Provide the City with an exit report within 30 days of completion of the project. An electronic copy can be sent upon request. The report should include the following:
 - a. Brief description of the project
 - b. Description of project accomplishments.
 - c. Measures of performance (i.e., number of people served).
 - d. A final budget.
 - e. A narrative of how Enhancement funds were spent.
 - f. Listing of additional sponsors of the project.
 - g. Any before and after photos of the grant project.
 - h. Any promotional material samples, including advertisements, flyers, posters, etc.
- 8. Failure to provide a final exit report will make Sponsor ineligible for future grants.
- 9. Any unspent grant money shall be remitted back to the City.
- C. If the Sponsor fails to comply with all the provisions in this agreement within the designated timeframe, the Sponsor shall remit back to the City the amount of the grant. The deadline for completing the Grant Project may be extended upon mutual agreement between the parties. Such extension shall be requested in writing by May 15, 2022.
- D. The funding available for this grant program is based on projected revenues and not all expected funds may be available for awards in any given funding cycle. Accordingly, grants are subject to the availability of funds, and should revenue estimates fall short, the City is not liable for incomplete projects.

Signed this _____ day of _____, 2021.

City of Oregon City

Sponsor - Three Rivers Artist Guild

By _____
James Graham
Economic Development Manager

By: _____
Trieste Andrews

By _____
Anthony "Tony" Konkol
City Manager

Light Up Downtown

DOCA Light Info 2

DOCA Light Info

Item 7g.

Light Up Downtown



2021-2022 Metro Enh



Downtown Oregon City Association
814 Main Street
Oregon City, OR 97045
503-802-1640



TO: Metro Enhancement Grant Committee
Oregon City, Oregon

Subject: Application for Metro Enhancement Grant 2021-22

Please accept this application on behalf of the Downtown Oregon City Association for the Metro Enhancement Grant. DOCA has accomplished a lot in the past 12 years including a National Main Street award, and much of it has been enabled by this grant. The next step in our beautification of downtown is a multi-purpose lighting project that will replace the tree lights that were destroyed in the 2021 ice storm.

This project will not only light up downtown, it will make it safer, cleaner, and more attractive to visitors and community members.

Thank you,

Liz Hannum
Executive Director
Downtown Oregon City Association

2021 Board

President

Zach Stokes

Vice President

Denyse McGriff

Treasurer

Ray Stobie

Secretary

Brian Slack

Board Members

Gene Gligorea

Stacia Hernandez

Kelli Upkes

Victoria Meinig

Executive Director

Liz Hannum

814 Main Street, Oregon City, OR 97045 | info@downtownoregoncity.org | p 503.802.1640

Taxpayer ID: 26-2907232

Downtown Oregon City Association is a 501(c)(3) non-profit that leads revitalization efforts of Oregon City's 175r-old downtown.



OREGON CITY



Metro

Enhancement Grant Program Application

Before filling out this form, please read the Enhancement Grant Program Information for complete instructions and to be sure that your proposal qualifies for funding. Applications received after the deadline will not be accepted. Liability insurance coverage may be required. Limit answers to the space provided.

Title of Project Light up Downtown

Organization. Downtown Oregon City Association

Is this a Non-Profit Organization? Yes X No

Non-Profit Federal tax-exempt ID Number 26-2907232

Address 814 Main Street

City, State, Zip Oregon City, OR 97045

Project Coordinator Liz Hannum Phone 503-802-1640

Email lizhannum@gmail.com

Chairperson of Governing Board (If Applicable) Zach Stokes

Phone 541-891-8778

Signature Elizabeth Hannum – Executive Director

(The person authorized to represent the organization must sign the application with a digital signature or actual signature on a hard copy.)

*****Complete the budget sheet on page 7 first.**

Grant Amount Requested:	\$	50,000
+ Matching Funds (Cash):	\$	117,606.40
+ In-Kind Matching Funds (See question #15):	\$	400
= Total Cost of Project:	\$	168,006.40

Proposal Information

1. Is this your first grant application to the Enhancement Grant Committee?

Yes _____ No X _____

2. Have you received an Enhancement Grant in the last 3 years? (Include past Metro Enhancement Grants)

Yes _____ No X _____

If yes, please describe the projects/programs for which you received funding.

- Clean & Safe 2019 – Service to pay an employee to clean downtown 20 hours/week
- Placemaking 2019 – Initially to put on more events in downtown, but modified to help create programming to encourage people to continue to frequent downtown businesses.
- Clean & Safe 2018 – See above
- Elevator Kiosk 2018 – Designing, Building, and Installing a tourism desk in the elevator observation deck.

3. If you received an Enhancement Grant last year, what is the status of the project?

NA, 2019 grant was extended through 2021 and that has been completed.

4. Will this grant-funding request be used for the first phase of a project, with possible grant requests for future phases?

Yes _____ No X _____

If yes, please explain.

5. Briefly describe the project for which you are requesting funds.

With the ice storm in February, we lost all 50 of the string lights on the trees downtown. This project would help us to replace the light with a more sustainable and less maintenance-intensive option to light up downtown. The light canopy will have café style lighting criss-crossed on Main Street and potentially 7th Street (we are currently working with ODOT to confirm) to recreate the small town charm feeling that we lost with the ice storm.

6. Describe why this project was selected and the community need(s) to which it will respond.

The loss of the tree lighting was devastating to the morale amongst downtown businesses in light of the tough year we have already had. This lighting project will be a physical manifestation of the type of community morale boost that we are working on as a larger campaign to welcome the

community back post-COVID. Not only does this project create a nostalgic feeling for the downtown, but decorative lighting has also been proven to increase sales and safety in regional communities. We have definitely seen an increase in petty crime in the downtown over the course of the pandemic and lighting an area has proven to decrease crime. This lighting will increase visibility and decrease safety issues after a year where businesses have taken a beating. Lighting will also help increase sales to counterbalance the lower sales in 2020 and 2021 so far. Areas and businesses that are well lit tend to attract customers because of the Fear Of Missing Out phenomenon - customers want to be where they see other people.

7a. Identify and describe how this proposal meets one or more of the goals for funding within the enhancement area boundaries. Indicate which of the following outcome(s) your project will achieve.

- 1 Result in significant improvement in the cleanliness of the City.
 - a. While this is not specifically cleaning the City, it is illuminating the downtown which encourages businesses and the community to keep their spaces clean. We have continued our clean and safe program, which is a staff person cleaning downtown 20 hours/wk, and this lighting will be a part of the coordinating program in order to build on the momentum we have created with this program.
2. Increase reuse and recycling efforts or provide a reduction in solid waste.
3. Increase the attractiveness or market value of residential, commercial or industrial areas.
 - DOCA is working with several City and County departments to increase the attractiveness of the public space downtown which ultimately increases property values. This project specifically will help to create a more attractive and “cute” downtown that will make it easier to recruit new businesses and retain existing ones.
4. Result in rehabilitation or upgrade of real or personal property owned or operated by a nonprofit organization having 501(c)(3) status under the Internal Revenue Code.
5. Enhance new or existing wildlife, riparian zones, wetlands, forest lands or marine areas, and/or improve the public awareness and the opportunities to enjoy them.
6. Preserve or increase recreational areas and programs within the City.
 - We are replacing the broken tree lighting in order to preserve the small town charm and safety of the community. This may not be a traditional outdoor recreational area, but downtown is the living room of the City and people socialize, shop, eat, and exercise in our downtown. This project will make this location safer and brighter.
7. Improve safety within the City.
 - As mentioned above, lighting has been proven across the world to increase the safety of an area. We can do that without sacrificing any aesthetics.
8. Increase employment or economic opportunities for City residents.
 - Our goal with this project is to increase sales to businesses. That often leads to

increased employment, increased salary, higher rental property incomes, and/or new businesses.

9. Provide work, training opportunities, or other benefit to youth, seniors and low-income persons or underserved population.

10. Enhance art and culture within the City.

- Not only are we adding to the small town charm culture in Oregon City with these lights, but the particular type of lighting that we are proposing has the ability to react to sound so we can choreograph the lights to music, change the colors to match holidays, etc. This means we get to use this light canopy as an interactive art installation.

7b. Describe how the project meets the selected goal(s).

See above.

8. Project Period: 4

(Number of months in duration)

Beginning Date: July 1, 2021

Ending Date: Install by October 2021

9. What is the geographic area of Oregon City where the project will take place?

Downtown Oregon City from 99E-10th Street on Main Street and possibly 7th street to the elevator (pending approval from ODOT)

10. How will the community benefit by your project? What is the estimated number of people affected and anticipated outcome(s)?

Everyone who comes downtown will be affected by the light canopy. But the most impacted will be the business owners in the downtown with a brighter, cleaner, and safer place to do business.

11. What community resources will be used as support for this project (i.e., community, city- owned property, city departments, transportation services, or other civic groups)?

This will go across Main Street so it is entirely dependent on City property. DOCA would also be willing to donate the lights to the City while continuing to work together to maintain them.

12. Briefly describe prior experience managing similar projects, including any past enhancement projects.

DOCA installed and maintained the string lights on the City trees downtown for four years with a Metro Enhancement grant for two of those years. We have also project managed several façade improvements on buildings in the downtown area as well as mural signs, lighting on Railroad Avenue, new awnings, and the design, build, and install of the elevator kiosk.

Our current Executive Director has also executed this exact project in a Main Street community in New Mexico.

13. List anticipated project milestones and dates (e.g., groundbreakings, significant facility improvements, large gatherings of volunteers, public meetings, conferences, special activities and events).

July/August 2021:

- Confirm design with City departments, engineering and sustainability
- Secure permits for ROW and installation

September 2021

- Installation and test run
- Welcome Home Campaign

November 2021

- Small Business Saturday Ribbon Cutting & Reception

January 2022

- Survey to businesses about effectiveness of the lighting during the holiday shopping season
- Exit Report

14. An exit report will be required once the project is complete, per a signed Enhancement agreement. Describe the measurements you will use to assess the program/project effectiveness. In other words, how will the effectiveness of the program/project be tracked and evaluated (i.e., number of people served; improvements and/or beautification; number of volunteers attracted; amount of area cleaned or rehabilitated, etc.)? Be sure to describe project goals, changes and noticeable benefits that will come about as a result.

One of the most important goals for this project is to increase foot traffic to businesses downtown. We will be asking for sales data from the businesses to compare pre-installation and how the lighting affects their business.

We will also collect qualitative data from word of mouth, social media, etc. about the effectiveness of the lights. We will also count earned news media segments on Oregon City, etc.

15. List sources of support for in-kind matching support (e.g., volunteer hours and donations). In order to estimate the value of donated volunteer time refer to the Enhancement Grant Program Information sheet for current value.

Item	Source of Support	Estimated Value (\$)
Ribbon Cutting Supplies	Chamber of Commerce	\$100
Social Media Support and Photography	Jolly Good Media	\$300

16. List all grants applied for in support of this project and commitments confirmed to date.

AARP Community Grant - \$55,000 ask – made it through the first round and will confirm commitment in early June.

Ask for ARPA funding through Clackamas County and City of Oregon City.

17. What is the percentage of Enhancement will be used for personnel services or administrative costs? 5 %

18. Will the administrator be a paid position? Yes. X _____ No _____

19. Proposed Budget—on the following page please complete the proposed budget. Modify line items as needed to reflect proposed expenses.

- Column A: Show grant monies needed for the program/project.
- Column B: Show cash matching funds.
- Column C: Show donations or in-kind volunteer labor (from question 15).
- Column D: Totals for each category.

****These figures will be transferred to the table on the first page of this application.

Proposed Budget

Suggested List (not inclusive)	(A) Grant Dollars Requested	(B) Matching Funds (Cash)	(C) In-Kind Matching Support	(D) Total
Personnel Services (salaries, administration)	\$2,500			
Project Administration costs (advertising and social media marketing)		\$800	\$300	\$1,100
Materials (Poles, lighting, technology, and installation) (lights=\$24,071.28/block, poles=\$8,000/block)	\$47,500	\$112,856.40		\$160,356.40
Event Costs		\$150	\$100	\$250
Insurance Costs (if needed)		\$1,800		\$1,800
Additional Costs (Permits)		\$2,000		\$2,000
Totals	\$50,000	\$77,606.40	\$400	\$168,006.40



AURORA CANOPY



LimbicMedia
INTERACTIVETECHNOLOGIES

Limbic Media is a transdisciplinary team of artist-engineers with a passion for technology and the arts.

For the past 10 years, we have utilized a diverse set of technological and design skills to create unique and innovative installations and experiences.

Limbic Media designs public art that is truly interactive - living, dynamic systems that are influenced by public participation.

Welcome to Art Against the Ordinary.

📍 #2-740 Discovery Street, Victoria BC, Canada
🌐 www.limbicmedia.ca
☎ 778-430-5123
@ sales@limbicmedia.ca



Our Multisensory World

Most of what we experience, be it a walk in the park, our day-to-day work at the office, and even a trip to a restaurant, excites more than two of our senses.

Multisensory activities are based in whole-brain experience, which is the belief that the best way to create memorable experiences is by involving multiple areas in the brain.

The benefits of multisensory experience have been verified by contemporary research in cognitive science.



ABOUT AURORA CANOPY

Our interactive canopy can be custom-tailored to fit any space of your choosing.

Control the canopy via the user-friendly Aurora App and select from a wide array of colors and patterns. Make your canopy sound-reactive at the click of a button to engage your public helping increase dwell time as well as draw attention sparking social media engagement.

Align your canopy with current holidays, special events, and corporate colors to engage your public in a unique way boosting brand image. For example, St.Patrick's Day, Christmas, Valentine's day, & Pride seen within the video.





Cathedral, Victoria, BC

"Limbic Media has revolutionized the experience of public art. This [Aurora] is such an exciting innovation! Skilled and creative entrepreneurs whose leadership has helped create an outstanding product."

- Avery Brohman, Executive Director, Victoria Hospitals Foundation



[Victoria, BC](#)



Waddington Alley, Victoria, BC

“Anybody can go online and order a color changing light bulb that connects to an app, but what about 500 of them suspended together that are sound responsive, interactive, frequency driven, percussive. That’s not something you get on Amazon, you need to work with real artists and real innovators to do that. We are really excited about what that says to the people we work with and what it provides them.”

- Dan Gunn, CEO Viatic



VICTORIA, BC



TED, Vancouver, BC

"We worked with Limbic Media to install an Aurora lights activation at the opening night of TED2018. It was important to bring innovative and cutting-edge ideas to this crowd, and Limbic Media helped us to do this. The Aurora lights were a huge hit, wowing this VIP crowd as they changed color in time with the music and added an additional layer of immersion, as they rapidly change color coinciding with our fireworks display. As an added bonus, we love working with the Limbic team - their can-do attitude, amazingly creative ideas, and high customer service levels never disappoint."

-Emma C. Parston, CMP, Partner, Connect Seven Group



VANCOUVER, BC



Skating Ribbon, Spokane, WA

“Great service and they stand behind their products. If there is ever a glitch, they take care of it without hesitation. We’ll be giving them a lot more of our business in the future.”

-Daniel Cowan, Festilights (distributor)



SPOKANE, WA

TED


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 **CUSHMAN &
WAKEFIELD**

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Budweiser

Coca-Cola

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VOICE

RECOGNITION



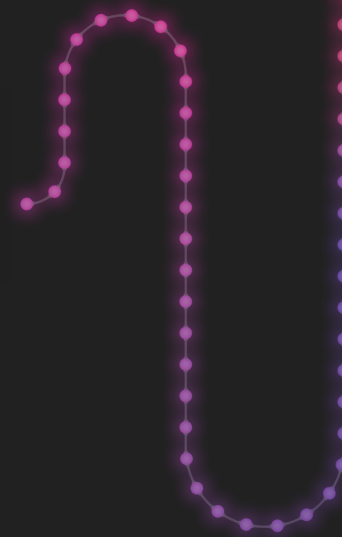
SOCIAL MEDIA
& TEXTING



SENSORS

AURORA

The Aurora Canopy is only one possibility built on
top of our powerful, Aurora lighting platform



Item 7g.



“Lighting is like a campfire, and people need more campfire.”

Roger Van De Heide

THANK YOU



#2 - 740 Discovery St.
Victoria BC, V8T 1H2
(778) 430-5123

QUOTATION

QTN-01080

Title Downtown Oregon City Association
Customer Name Downtown Oregon City Association
Date 05-27-2021

Sr	Item Code	Description	Quantity	Total
1	3945	Aurora SE Sound Responsive LED Controller	1	\$ 1,995.00
2	3405	Aurora/NDB Enclosure System	1	\$ 350.00
3	1010	Mic-in USB Audio Device (Pro and SE)	1	\$ 58.13
4	1017	Line-in USB Audio Device (SE)	1	\$ 52.80
5	1008	Outdoor Microphone	1	\$ 195.00
6	3833	Network Switch 5 Port Industrial Outdoor	5	\$ 560.00
7	3393	2 Ft Ethernet Cable, Black	5	\$ 60.00
8	2691	RGB+ NDB+ 16port Networked Sub-Controller	5	\$ 875.00
9	3388	22A 12V NDB Power Supply for indoor/outdoor use	5	\$ 898.25
10	3404	NDB Enclosure	4	\$ 560.00
11	5240	RGBW+ Festoon G50 String 1 ft spacing 25 lights per strand, CLEAR bulb, BLACK cable	10	\$ 1,255.60
12	5239	RGBW+ Festoon G50 String 1 ft spacing 10 lights per strand, CLEAR bulb, BLACK cable	5	\$ 251.15
13	5238	RGBW+ Festoon G50 String 1 ft spacing 5 lights per strand, CLEAR bulb, BLACK cable	5	\$ 125.55
14	5064	RGB+ 12V Pebble 2 Sided Outdoor 25 LIGHTS, 4 Inch Spacing, CLEAR Bulb, CLEAR Cable	50	\$ 6,172.00
15	5063	RGB+ 12V Pebble 2 Sided Outdoor 10 LIGHTS, 4 Inch Spacing, CLEAR Bulb, CLEAR Cable	50	\$ 2,469.00
16	5065	RGB+ 12V Pebble 2 Sided Outdoor 5 LIGHTS, 4 Inch Spacing, CLEAR Bulb, CLEAR Cable	50	\$ 1,234.50

Sr	Item Code	Description	Quantity	Total
17	5115	RGB+ T-Way	50	\$ 437.50
18	5102	RGB+ Leader Cable 10 Foot	10	\$ 168.80
19	5106	RGB+ Leader Cable 5 Foot	50	\$ 453.00
20	9999	Shipping and Handling	1,800	\$ 1,800.00
21	7320	Planning and Production Services: Wiring Diagrams, pre-configuration etc.	10	\$ 900.00
22	3411	Installation Support	40	\$ 3,200.00

Total \$ 24,071.28

Grand Total \$ 24,071.28

Rounded Total **\$ 24,071.28**

In Words USD Twenty Four Thousand
And Seventy One and Twenty
Eight Cent only.

TERMS AND CONDITIONS:

Validity: Terms, prices and delivery dates in the above quote are valid for thirty (30) days from the date of this quote.

Payment Terms: 50% deposit due upon receipt for orders over \$1000. Full payment required otherwise. Remainder due before final shipment.

Warranty: 2-year limited warranty on Aurora controllers and accessories, excluding typical damage / maintenance / operator error. Plus line RGB+ lights used for permanent installations have a 2-year limited warranty, otherwise lights have a 1-year limited warranty.

FOT Cover Letter Oregon City Community Enhancement Grant.docx

FOT first page application_21-22_Oregon City

FOT application_21-22_Oregon City

FOT Metro Grant Support LTR OC Planning 6.7.2021

FOT 501(c)3

June 1st, 2021

Attn: Ann Griffin
City of Oregon City
625 Center Street
Oregon City, OR 97045

Dear Oregon City Community Enhancement Grant Review Committee:

Friends of Trees is thrilled to apply for the first time to the Oregon City Community Enhancement Grant for our **Oregon City Neighborhood Tree Care Program**. We have been increasing community engagement through tree planting in Oregon City for the past 7 years and feel that this is the right time to grow our programming to also include tree care, pruning, and education.

The City saw massive loss and damage to trees from the recent ice and wind storms and putting our energy into young trees will help prepare them for future extreme weather events. Trees provide benefits to our neighborhoods that go far beyond aesthetics such as cleaner air, shade for our homes and streets, habitat for native wildlife, and stormwater management. The health of Oregon City Neighborhoods is connected to the health of the urban tree canopy. When we fund trees, we are funding our future. This support will:

- Provide important pruning of 100-200 young trees free of cost to residents. This will help trees thrive as we face increasing extreme weather events
- Providing information and education to 75+ residents about their trees, the benefits they provide the community, and how to care for these trees as they grow.
- Providing tangible skills for participants and a meaningful project to participate in as they work towards a common goal.

Thank you for considering supporting this work. The community wants it and we are excited about the potential to offer it.

Please do not hesitate to reach out with any questions and thank you again for this opportunity.

Sincerely,

Whitney Dorer
Deputy Director
Friends of Trees
503-467-2521 (office) 781-248-4610 (cell)
WhitneyD@FriendsofTrees.org



OREGON CITY



Metro

Enhancement Grant Program Application

Before filling out this form, please read the Enhancement Grant Program Information for complete submittal instructions and to be sure that your proposal qualifies for funding. Applications received after the deadline will not be accepted. Liability insurance coverage may be required. Limit answers to the space provided.

Title of Project Oregon City Neighborhood Tree Care Program

Organization Friends of Trees

Is this a Non-Profit Organization? Yes x No

Non-Profit Federal tax-exempt ID Number 93-0999999

Address 3117 NE Martin Luther King Jr. BLVD

City, State, Zip Portland, Oregon, 97212

Project Coordinator Erica Timm Phone 503-467-2533

Email EricaT@FriendsofTrees.org

Chairperson of Governing Board (If Applicable) Phoebe Krueger, Board Chair

Phone 503-490-8170

Signature Electronic signature on the next page

(The person authorized to represent the organization must sign the application with a digital signature or actual signature on a hard copy.)

*****Complete the budget sheet on page 7 first.**

Amount totals from that sheet will auto fill into this table

Grant Amount Requested:	\$	38,000
+ Matching Funds (Cash):	\$	159,900
+ In-Kind Matching Funds (See question #15):	\$	9,160
= Total Cost of Project:	\$	207,060

Phoebe Kung

Proposal Information

1. Is this your first grant application to the Enhancement Grant Committee?

Yes ☒ No ☐ First application to Oregon City Enhancement

2. Have you received an Enhancement Grant in the last 3 years? (Include past Metro Enhancement Grants)

Yes ☒ No ☐

If yes, please describe the projects/programs for which you received funding.

Friends of Trees currently has funding from Metro Central Enhancement Grant to work with a youth Green Team in pruning and caring for over 200 trees in North Portland during the spring and summer of 2021. We are in the midst of working with 20 youth and they are excited about the skills that they are gaining in tree identification, tree care and pruning, and community engagement. Partners in this project include Portland Opportunities Industrialization Center and The Blueprint Foundation. Previous grants through the Metro Central Enhancement Grant included tree planting and outreach in NW industrial area and Cathedral Park Neighborhood in North Portland.

Previously, FOT was also awarded funds to plant trees in Industrial NW Portland and Linnton Neighborhood in addition to hosting Trees and Health lectures that highlighted work happening at the intersection of community health and green infrastructure in the region.

3. If you received an Enhancement Grant last year, what is the status of the project?

We are in the midst of the program funded by Metro Central Enhancement Grant and will complete work by the end of August, 2021. There is much excitement from partners, youth, and residents regarding the community tree care happening in the neighborhood!

4. Will this grant-funding request be used for the first phase of a project, with possible grant requests for future phases?

Yes ☒ No ☐

If yes, please explain.

The impacts of climate change and urban heat island effect are only increasing. Friends of Trees is committed to growing our engagement and partnership with Oregon City to address these complex issues through a simple solution, planting and caring for urban trees. We hope to come to this granting body again in the future. There is huge potential to grow engagement with youth and schools, businesses, and residents. We have both heard a desire for programming to grow from our partners in the City as well as residents who receive and plant trees with Friends of Trees.

5. Briefly describe the project for which you are requesting funds.

The Oregon City Neighborhood Tree Care Program will focus on using hand tools to prune young trees to industry standards to address recent damage from wind and ice storms, as well as to improve resiliency for future extreme weather events. Preventative pruning while a tree is young will prevent costly maintenance down the road. This is important work in continuing to build a healthy urban tree canopy in Oregon City.

Friends of Trees will recruit from existing planting leaders to be trained by Friends of Trees certified arborists in proper tree pruning techniques at a fall workshop. Volunteers will use hand tools to prune young trees to industry standards. This is a skill that can be used time and time again.

We will first canvass the neighborhoods to identify 100-200 young trees eligible for pruning. Appropriate trees will be 3-5 years old, with a trunk diameter less than 6", and will have broken or dead branches, poor branching structure, or impede sidewalk or street travel, but the trees will otherwise be in good health. We will hang a tag on the trees, record the address and species, and leave behind educational information for residents to alert them of the free pruning offer and how to opt in or out of the free pruning.

All addresses and trees will be recorded into a spreadsheet and mapped into separate pruning routes for volunteer teams.

Volunteers and staff will meet in the neighborhood one week later to prune the trees for clearance, health, and structure. After pruning, a flyer will be left for the residents describing the work done to their trees and will include educational information on how to properly care for the trees moving forward. Friends of Trees acts as an ongoing resource for residents with any questions.

All properties identified with trees in need of care, including those who opt out, will receive an informational pamphlet about how to prune properly should they wish to conduct the work themselves and how to find a local Tree Care Company for local tree care specialists to prune larger, mature trees.

FOT will repeat this process for a total of five pruning events to equitably benefit residents across Oregon City.

We will also produce a short video that can be shared to all community members that focuses on how to find a local arborist, how to make some simple and safe pruning cuts to younger trees, and how to get further engaged in urban and community forestry.

6. Describe why this project was selected and the community need(s) to which it will respond.

Friends of Trees has conducted annual city-wide tree planting events since 2015 in Oregon City. FOT has canvassed several neighborhoods in Oregon City over those years to talk directly to residents about planting trees, and concerns about cost and maintenance is often identified as a primary barrier to planting. Residents will forgo the benefits of trees -- beauty, shade, cleaner air and water, among others -- out of fear of potential long-term costs.

In preparation for our April 2021 planting, residents shared emotional stories about how the recent ice storm devastated Oregon City's trees. Several residents had lost very significant trees on their properties, and others sent photos asking if their damaged trees could be saved.

At this time, there is no public program or funding to support the maintenance of the trees along Oregon City streets. Many surviving trees have broken branches and have responded by sending up weak or unsightly growth that should be removed or managed for aesthetic, structural or clearance concerns. In response to the storm, some residents pruned their trees with improper pruning techniques, such as topping. Improper pruning causes severe damage to trees, increases maintenance, and creates safety hazards.

Friends of Trees hopes to prevent improper pruning by demonstrating proper pruning in neighborhoods, training community members, and by distributing educational information directly to tree owners. The Oregon City Neighborhood Tree Care Program will provide residents the support and resources that they are seeking.

7a. Identify and describe how this proposal meets one or more of the goals for funding within the enhancement area boundaries (check those below that apply and describe by item number below).

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2. Increase reuse and recycling efforts or provide a reduction in solid waste.
3. Increase the attractiveness or market value of residential, commercial or industrial areas.
4. Result in rehabilitation or upgrade of real or personal property owned or operated by a nonprofit organization having 501(c)(3) status under the Internal Revenue Code.
5. Enhance new or existing wildlife, riparian zones, wetlands, forest lands or marine areas, and/or improve the public awareness and the opportunities to enjoy them.
6. Preserve or increase recreational areas and programs within the City.
7. Improve safety within the City.
8. Increase employment or economic opportunities for City residents.*
9. Provide work, training opportunities, or other benefit to youth, seniors and low-income persons or underserved population.*
10. Enhance art and culture within the City.

7b. List by item number from 7a and describe how the project meets each goal.

1. Result in significant improvement in the cleanliness of the City:

FOT will focus on removal of damaged or broken tree limbs. Proactive removal of these branches will prevent future litter on city streets and sidewalks. Branches will be removed which impede access to street parking or sidewalk traffic.

2. Increase reuse and recycling efforts or provide a reduction in solid waste:

The wood removed from trees will be turned into compost/mulch and FOT recommends using wood chips for mulching to cool root system of trees, reduce the growth of weeds, and retain water in the soil

3. Increase the attractiveness or market value of residential, commercial or industrial areas:

Trees in front yards or along streets can increase a home's value between 3 percent and 15 percent, according to Kathleen L Wolf, PhD, University of Washington. Trees contribute more to market values when they are well-maintained.

6. Preserve or Increase recreational areas and programs within the City:

Item 7g.

Friends of Trees will invite residents to engage with their neighbors and their communities in a new way -- by providing a means for community members to develop valuable knowledge and pruning techniques and to connect with their neighbors to share those skills. And by protecting and caring for the trees in the public right-of-way, volunteers will help restore and maintain a safe space on every street for pedestrians to commute, play, and exercise.

7. Improve safety within the City. By proactively providing proper pruning services to residents:

FOT will reduce or prevent future damage from ice and wind storms, or from improper pruning cuts from residents. In addition to pruning for tree health and structure, FOT will prune trees for street and sidewalk visibility for vehicles and street signage, and improving access for parked cars and pedestrians.

9. Provide work, training opportunities, or other benefit to youth, seniors and low-income persons or underserved population:

By attending these pruning events, volunteers and residents will learn how to identify trees, how to identify common structural issues in trees, and how to address those issues with proper pruning techniques. FOT's certified arborists will be able to provide feedback to volunteers to better hone their pruning techniques. By providing this free pruning service to residents, Friends of Trees staff and volunteers will reduce the cost of tree maintenance and make the benefits of trees more available to residents of all incomes and physical abilities.

8. Project Period: 10 months (Each event will be conducted over a three week period)

(Number of months in duration)

Beginning Date: September 2021

Ending Date: June 2022

9. What is the geographic area of Oregon City where the project will take place?

The project would be completed in five phases, in five geographic neighborhoods across the city. By breaking the project into five parts, Friends of Trees will be able to leverage support from returning volunteers and neighbors throughout multiple events.

South End Neighborhood (Sep 2021)

Rivercrest Neighborhood (Oct 2021)

Tower Vista / Hazel Grove – Westling Farm (Dec 2021)

Caulfield / Gaffney Lane / Hillendale (Mar 2022)

Barclay Hills / McLoughlin / Park Place Neighborhoods (Jun 2022)

10. How will the community benefit by your project? What is the estimated number of people affected and anticipated outcome(s)?

In each geographic area identified above, Friends of Trees will tag between 100-200 trees, depending on the needs for the area and the conditions and species of the trees at that time. About 75 properties and residents in each geography will have their young trees pruned. 15-25 volunteers will support each event. Residents are always encouraged to come out and learn more about their trees and the pruning work happening.

We anticipate that some residents will opt out of the pruning opportunity (approximately 25%) and even for those that opt out, there is still the tree pruning and care resources shared that will help benefit a healthier future urban forest. This program is addressing the needs of our urban forest and residents in the time of climate change.

11. What community resources will be used as support for this project (i.e. community, city-owned property, city departments, transportation services, or other civic groups)?

Friends of Trees will request permission from the city to use public parks with restrooms as staging areas for the events where volunteers will meet, receive a list of addresses and trees to prune, and obtain tools and supplies for pruning.

In addition to Friends of Trees' own outreach about the event, Neighborhood Associations and the Oregon City Community Development department will be invited to post on social media channels to notify all residents of the opportunities.

Friends of Trees has strong support from business partners as well and we are excited to connect with interested businesses who also want to sponsor and support this program.

12. Briefly describe prior experience managing similar projects, including any past enhancement projects.

Friends of Trees has partnered with the cities of Portland, Vancouver, Gresham, and Eugene to build a volunteer-powered pruning program to provide structural pruning for young street trees to promote long-term health for the trees, prevent future storm damage, and to provide clearance for pedestrians and vehicles. Since that time, we have pruned over 8,000 young street trees in the region to set them up as healthy, long-term assets to the community.

More recently, in May 2021 we piloted our first street tree pruning project in the McLoughlin neighborhood, where tree care volunteers trained by certified arborists pruned over 100 young street trees and front yard trees at more than 50 homes. Along with pruning trees at those homes, these volunteers also worked closely with residents to explain how to properly prune their trees in the future, and homeowners were left with materials explaining how to continue properly caring for their trees.

Friends of Trees has successfully worked on many projects funded through Metro Enhancement Grants including community tree care, planting, and education events. We are thrilled for the opportunity to work with Oregon City as we deepen our partnership and provide additional resources to residents throughout the city.

13. List anticipated project milestones and dates (e.g. groundbreakings, significant facility improvements, large gatherings of volunteers, public meetings, conferences, special activities and events).

Fall 2021: Oregon City Pruning Team Training Workshop & Neighborhood Pruning Event

October - June 2021: 4 Neighborhood Pruning Events

June 2022: final reporting, surveying of participations, and preparations for future events

14. An exit report will be required once the project is complete, per a signed Enhancement agreement. Describe the measurements you will use to assess the program/project effectiveness. In other words, how will the effectiveness of the program/project be tracked and evaluated (i.e. number of people served; improvements and/or beautification; number of volunteers attracted; amount of area cleaned or rehabilitated, etc.)? Be sure to describe project goals, changes and noticeable benefits that will come about as a result.

Friends of Trees will record the neighborhood, addresses, number of trees, species of trees, and location of the trees pruned (street or front yard). We will also record which type of pruning is conducted on each tree (i.e. sidewalk or street clearance, broken branch or dead wood removal, thinning or spacing of branches, etc.) and what percent of the canopy is removed. We will also track instances where property owners opt out from the program.

Friends of Trees has a volunteer database in place to record the number of individuals and the number hours contributed to each event as well as volunteer demographics.

Photos of participants and some trees and sites - before and after pruning -- will be collected for each event.

Residents will also be invited to complete an online survey to provide qualitative feedback.

15. List sources of support for in-kind matching support (e.g. volunteer hours and donations). In order to estimate the value of donated volunteer time refer to the Enhancement Grant Program Information sheet for current value.

Item	Source of Support	Estimated Value (\$)
Volunteer Time	Pruning volunteers and residents	300 hours x 27.20/hr = \$8160
Food for events	local coffee and bakery businesses	100/ event x 5 events = \$500

16. List all grants applied for in support of this project and commitments confirmed to date.

City of Oregon City Tree Planting Partnership for 2021-2022 planting season: We have submitted an application and are confident to have some support from the City for tree planting, community engagement, and some tree care workshops. For the purposes of this proposal, we did not include these numbers in the budget as they have not been confirmed. The application is for \$156,000 for work from Fall, 2021 to Spring, 2023 in Oregon City. We should hear more about this funding by the end of June. The desire from the City to increase programming demonstrates a commitment to both trees and community and we know that the support will continue to grow as our neighborhoods feel the increasing effects of climate change in our region.

Friends of Trees does have some unrestricted support from individual donations and will support the match requirements if necessary.

Funding from Oregon City Enhancement Fund is critical for engaging residents around this important community tree care pruning work and leveraging the support from the City. The impacts of this program will be felt throughout the community and the tangible results will motivate others to support this work as well!

17. What is the percentage of Enhancement will be used for personnel services or administrative costs? 81 %

18. Will the administrator be a paid position? Yes x No

19. Proposed Budget—on the following page please complete the proposed budget. Modify line items as needed to reflect proposed expenses.

- Column A: Show grant monies needed for the program/project.
- Column B: Show cash matching funds.
- Column C: Show donations or in-kind volunteer labor (from question 15).
- Column D: Totals for each category.

*****These figures will be transferred to the table on the first page of this application.*

It is important to note that this project can be scaled up or scaled down depending on the available funding. We feel strongly that at least one community tree pruning event is necessary to bolster the necessary community enthusiasm and support. A minimum dollar amount that we could scale down to would be \$7500.

Proposed Budget

Suggested List (not inclusive)	(A) Grant Dollars Requested	(B) Matching Funds (Cash)	(C) In-Kind Matching Support	(D) Total
Personnel Services (salaries, administration)	32,500	10,000	8160	50,160
Project Administration costs (clerical, advertising, graphics, printing, postage)	500	5000		5500
Materials	5000		500	5500
Equipment/Supplies				
Construction Costs				
Event Costs			500	500
Transportation Costs				
Insurance Costs (if needed)				
Additional Costs (List)				
Consultants/trainers				
Totals	38,000	15,000	9,160	62,160



OREGON CITY



Metro

Enhancement Grant Program Application

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Title of Project Oregon City Neighborhood Tree Care Program

Organization Friends of Trees

Is this a Non-Profit Organization? Yes x No

Non-Profit Federal tax-exempt ID Number 93-0999999

Address 3117 NE Martin Luther King Jr. BLVD

City, State, Zip Portland, Oregon, 97212

Project Coordinator Erica Timm Phone 503-467-2533

Email EricaT@FriendsofTrees.org

Chairperson of Governing Board (If Applicable) Phoebe Krueger, Board Chair

Phone 503-490-8170

Signature Electronic signature on the next page

(The person authorized to represent the organization must sign the application with a digital signature or actual signature on a hard copy.)

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Grant Amount Requested:	\$	38,000
+ Matching Funds (Cash):	\$	15000
+ In-Kind Matching Funds (See question #15):	\$	9,160
= Total Cost of Project:	\$	62,160

Phoebe Kung

Proposal Information

1. Is this your first grant application to the Enhancement Grant Committee?

Yes x No First application to Oregon City Enhancement

2. Have you received an Enhancement Grant in the last 3 years? (Include past Metro Enhancement Grants)

Yes x No

If yes, please describe the projects/programs for which you received funding.

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4. Will this grant-funding request be used for the first phase of a project, with possible grant requests for future phases?

Yes x No

If yes, please explain.

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6. Preserve or increase recreational areas and programs within the City.
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9. Provide work, training opportunities, or other benefit to youth, seniors and low-income persons or underserved population.*
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7b. List by item number from 7a and describe how the project meets each goal.

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June 2022: final reporting, surveying of participations, and preparations for future events

14. An exit report will be required once the project is complete, per a signed Enhancement agreement. Describe the measurements you will use to assess the program/project effectiveness. In other words, how will the effectiveness of the program/project be tracked and evaluated (i.e. number of people served; improvements and/or beautification; number of volunteers attracted; amount of area cleaned or rehabilitated, etc.)? Be sure to describe project goals, changes and noticeable benefits that will come about as a result.

Friends of Trees will record the neighborhood, addresses, number of trees, species of trees, and location of the trees pruned (street or front yard). We will also record which type of pruning is conducted on each tree (i.e. sidewalk or street clearance, broken branch or dead wood removal, thinning or spacing of branches, etc.) and what percent of the canopy is removed. We will also track instances where property owners opt out from the program.

Friends of Trees has a volunteer database in place to record the number of individuals and the number hours contributed to each event as well as volunteer demographics.

Photos of participants and some trees and sites - before and after pruning -- will be collected for each event.

Residents will also be invited to complete an online survey to provide qualitative feedback.

15. List sources of support for in-kind matching support (e.g. volunteer hours and donations). In order to estimate the value of donated volunteer time refer to the Enhancement Grant Program Information sheet for current value.

Item	Source of Support	Estimated Value (\$)
Volunteer Time	Pruning volunteers and residents	300 hours x 27.20/hr = \$8160
Food for events	local coffee and bakery businesses	100/ event x 5 events = \$500

16. List all grants applied for in support of this project and commitments confirmed to date.

City of Oregon City Tree Planting Partnership for 2021-2022 planting season: We have submitted an application and are confident to have some support from the City for tree planting, community engagement, and some tree care workshops. For the purposes of this proposal, we did not include these numbers in the budget as they have not been confirmed. The application is for \$156,000 for work from Fall, 2021 to Spring, 2023 in Oregon City. We should hear more about this funding by the end of June. The desire from the City to increase programming demonstrates a commitment to both trees and community and we know that the support will continue to grow as our neighborhoods feel the increasing effects of climate change in our region.

Friends of Trees does have some unrestricted support from individual donations and will support the match requirements if necessary.

Funding from Oregon City Enhancement Fund is critical for engaging residents around this important community tree care pruning work and leveraging the support from the City. The impacts of this program will be felt throughout the community and the tangible results will motivate others to support this work as well!

17. What is the percentage of Enhancement will be used for personnel services or administrative costs? 81 %

18. Will the administrator be a paid position? Yes x No

19. Proposed Budget—on the following page please complete the proposed budget. Modify line items as needed to reflect proposed expenses.

- Column A: Show grant monies needed for the program/project.
- Column B: Show cash matching funds.
- Column C: Show donations or in-kind volunteer labor (from question 15).
- Column D: Totals for each category.

*****These figures will be transferred to the table on the first page of this application.*

It is important to note that this project can be scaled up or scaled down depending on the available funding. We feel strongly that at least one community tree pruning event is necessary to bolster the necessary community enthusiasm and support. A minimum dollar amount that we could scale down to would be \$7500.

Proposed Budget

Suggested List (not inclusive)	(A) Grant Dollars Requested	(B) Matching Funds (Cash)	(C) In-Kind Matching Support	(D) Total
Personnel Services (salaries, administration)	32,500	10,000	8160	50,160
Project Administration costs (clerical, advertising, graphics, printing, postage)	500	5000		5500
Materials	5000		500	5500
Equipment/Supplies				
Construction Costs				
Event Costs			500	500
Transportation Costs				
Insurance Costs (if needed)				
Additional Costs (List)				
Consultants/trainers				
Totals	38,000	15,000	9,160	62,160



June 7, 2021

Metro
600 NE Grant Ave
Portland, OR 97232

Re: Friends of Trees Pruning Young Trees with Residents in Oregon City

Dear Metro Central Enhancement Grant Review Committee:

Oregon City Community Development Department has partnered with Friends of Trees to plant 629 trees in planting strips and yards in neighborhoods at seven volunteer events across Oregon City since April 2015.

I would like to convey my support for Friends of Trees' (FOT) proposed project to engage Oregon City residents to provide structural pruning and tree care education to residents across the city. The proposed project will allow FOT and Oregon City residents to identify 1,000 young trees in parking strips and in front yards for structural pruning in Oregon City neighborhoods, to provide corrective and preventative pruning care for those young trees, and to advise residents on future tree care needs. This work will help to ensure trees planted through this partnership will have the opportunity to become long-term community assets and compliments future community forestry work we have planned through City funds.

Proper street tree maintenance will help provide adequate clearance for vehicles in travel and parking lanes, and for sidewalk users. Tree branches obstructing street signage should also be pruned to promote street safety for all road users. Proper pruning will also protect the health of our street trees and protect these valuable investments in our urban environment.

FOT recently conducted a small scale pilot for this project, through a contract with the Planning Division. Trained volunteers, staff and interns pruned more than one hundred street trees in the McLoughlin neighborhood, improving clearance and addressing structural health issues. Many residents were eager to learn about proper pruning techniques, and FOT provided next steps and future pruning advice to interested residents. Repeating this project throughout the City will make a significant impact on our neighbors and our streetscapes.

For these reasons I support Friends of Trees' application to Metro's Central Enhancement Grant this year and I look forward to seeing the benefits of this valuable work in my neighborhood and throughout Oregon City.

Sincerely,


Pete Walter, Senior Planner
Oregon City Planning Division

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
2 CUPANIA CIRCLE
MONTEREY PARK, CA 91755-7406

DEPARTMENT OF THE TRE

Item 7g.

Date: OCT 25 1994

FRIENDS OF TREES
P.O. BOX 40851
PORTLAND, OR 97240

Employer Identification Number:
93-0999999
Case Number:
954271035
Contact Person:
TYRONE THOMAS
Contact Telephone Number:
(213) 894-2289
Our Letter Dated:
October 05, 1990
Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

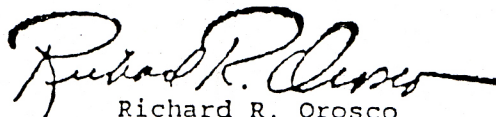
Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



Richard R. Orosco
District Director

Letter 1050 (DO/CG)

GOCWC cover letter

Item 7g.

GOCWC Enhancement Proposal

GOCWC - Metro support

Watershed_Wealth - PRAC



June 1, 2021

Dear Community Enhancement Grant Program committee:

Please find attached an application for the *Watershed Wealth: Community-based Learning and Habitat Restoration in the Abernethy Creek Basin* project. This project, submitted by the Greater Oregon City Watershed Council and partners, represents an exciting effort to advance the work of the council and our supporters through stewardship of natural resources while growing youth involvement and community engagement.

This project has been developed to provide opportunities for habitat enhancement at two key locations within the Abernethy Creek basin where public outreach events will have a substantial impact in growing awareness of our work. Additionally, as invasive species are removed and native species planted, the restored habitat will provide values of cooling the headwaters and main flow of Abernethy Creek while improving other attributes of water quality.

Through this work, our hope as a council, is to advance our vision of "*a watershed where healthy streams support abundant native fish and other species.*"

We conduct this work to achieve the following outcomes:

- *Restoration of conditions within the streams and in the streamside habitat;*
- *Residents who are aware of and care about the creeks: people who spend time near the creeks, observing and connecting with the nature in their own backyards and on public lands, and who make sustainable choices that help support the health of the creeks and native fish. We recognize that for all residents to be able to focus on caring about and for our streams and wildlife, everyone's basic human needs must first be met.*
- *Residents who support the Watershed Council as board members, volunteers, and donors.*
- *Partners and institutions who can contribute funds, technical assistance, and more to work with the watershed council on shared goals.*

Through the work of this project and with the support of our partners, we will advance the goals of the Community Enhancement program in Oregon City and serve the public in an efficient and innovative way to protect and restore the watershed.

Please contact me at (503)374-8279 or tom.gaskill@gocwc.org if you have any questions or would like clarification regarding the work proposed in this application.

Best regards,

Tom Gaskill

Executive Director

Greater Oregon City Watershed Council



Enhancement Grant Program Application

Before filling out this form, please read the Enhancement Grant Program Information for complete submittal instructions and to be sure that your proposal qualifies for funding. Applications received after the deadline will not be accepted. Liability insurance coverage may be required. Limit answers to the space provided.

Title of Project **Watershed Wealth: Community-based Learning and Habitat Restoration in the Abernethy Creek Basin**

Organization Greater Oregon City Watershed Council

Is this a Non-Profit Organization? Yes No YES

Non-Profit Federal tax-exempt ID Number 27-2507688

Address P.O. Box 927

City, State, Zip Oregon City, OR 97045

Project Coordinator Tom Gaskill Phone (503) 374-8279

Email tom.gaskill@gocwc.org

Chairperson of Governing Board (If Applicable) Doug Neeley

Phone (503) 407-2178

Signature *Doug Neeley*

(The person authorized to represent the organization must sign the application with a digital signature or actual signature on a hard copy.)

*****Complete the budget sheet on page 7 first.**

Amount totals from that sheet will auto fill into this table

Grant Amount Requested:	\$ 35,000
+ Matching Funds (Cash):	\$ 6,000
+ In-Kind Matching Funds (See question #15):	\$ 22,350
= Total Cost of Project:	\$ 63,350

Proposal Information

1. Is this your first grant application to the Enhancement Grant Committee?

Yes _____ No X

2. Have you received an Enhancement Grant in the last 3 years? (Include past Metro Enhancement Grants)

Yes _____ No X

If yes, please describe the projects/programs for which you received funding.

3. If you received an Enhancement Grant last year, what is the status of the project?

4. Will this grant-funding request be used for the first phase of a project, with possible grant requests for future phases?

Yes _____ No X

If yes, please explain.

Explain:

Briefly describe the project for which you are requesting funds.

In partnership with the City of Oregon City Parks and Recreation Department and the Clackamas Community College, the Greater Oregon City Watershed Council seeks grant funds through the Metro Enhancement Grant Program to advance community involvement in habitat restoration work along the Abernethy Creek and at the North Newell Creek headwaters. This project will work with the Rivers of Life Center and community volunteers to enhance learning opportunities through hands-on engagement in the work of invasive species removal and planting of native flora to improve habitat in two key public locations within the watershed.

The work of the Greater Oregon City Watershed Council (GOCWC) has been conducted since 2004 through a number of projects designed to assess and conduct habitat restoration and grow public understanding within the basins of Abernethy Creek, Beaver Creek, Parrot Creek various other small tributaries of the Willamette River in the vicinity of Oregon City. The council seeks to fulfill a vision of a watershed where healthy streams support abundant native fish and other species.

Projects will improve habitat near the headwaters of Newell Creek at Clackamas Community College's Environmental Learning Center, provide outreach and engagement for community members, and develop a new public low maintenance education and interpretation trail at Abernethy Creek Park along and near its confluence with Willamette River and Oregon City's North End District. Projects at the college will build upon previous efforts of Metro by establishing a diverse understory of native habitat and shading canopy structure.

Native plants will be established throughout existing tree canopies and new tree canopies of evergreen and deciduous plantings established to reduce and wherever possible eliminate invasive plant development. A project design consultant will present a design for review and provide insights for careers in natural resource planning to at risk youth crews.

Abernethy Creek Park improvements will provide nearly 2000 feet of accessible trails designed for ease of maintenance in a beautiful overlook not presently configured with public access. At risk youth from area schools will be guided and trained in the creation of best practices, trail installation, pruning and thinning techniques where good plantings exist and overall establishment of a new safe public and parks access trail system that will showcase the Lower Abernethy Watershed.

Up to 40 youth will have a chance to participate in this project and through existing nonprofits receive "Experiential Learning" and "Community Service Credits". Thus, participants will receive training opportunities, career exposure eligible for high school credit.

Outreach events will be held at each location at key points during the project to highlight the work of the watershed council and our partners in restoring habitat along Abernethy Creek and its tributaries. Community members will be invited to participate in these events as volunteers.

5. Describe why this project was selected and the community need(s) to which it will respond.

The work of the Greater Oregon City Watershed Council (GOCWC) has been conducted since 2004 through a number of projects designed to assess and conduct habitat restoration and grow public understanding within the basins of Abernethy Creek, Beaver Creek, Parrot Creek various other small tributaries of the Willamette River in the vicinity of Oregon City. The council seeks to fulfill a vision of a watershed where healthy streams support abundant native fish and other species. A critical element of public understanding and support for watershed protection and restoration is the ability to have visual access and experience with the creeks and waterways. Opportunities to gain this kind of engagement within the GOCWC basins is limited and as a result awareness of the watershed council's purpose and work within the community is lacking. Through partnerships with the Clackamas Community College, the Oregon City Parks and Recreation Department, and the Rivers of Life Project, we seek to expand awareness while engaging the community in habitat restoration work at two key locations.

Both projects' areas were selected due to the need for improvements for good public access, for improvements to bio-diversity and educational values that would come as each project moves forward. The Oregon City Watershed Counsel and other participating nonprofits have deep roots with natural resource agencies and organizations that serve Oregon. They also have involved professionals in past projects that can relate the value and approaches to natural resource education and careers for youthful participants. Clackamas Community College maintains the Environmental Learning Center and has an endowed maintenance fund that ensures that projects funded at this site will be properly stewarded.

There are many opportunities for onsite education while work is proceeding through the workforces. The Abernethy Watershed project will for the first time establish safe and effective public access and a maintenance trail that will assist Oregon City Parks and Recreation in long term maintenance.

That project will create a new visitor and community asset in Oregon City's developing North End District.

7a. Identify and describe how this proposal meets one or more of the goals for funding within the enhancement area boundaries (check those below that apply and describe by item number below).

- 1 Result in significant improvement in the cleanliness of the City.
(both sites need to be clean, have good access and encourage visitors and residents to respond to opportunities).
2. Increase reuse and recycling efforts or provide a reduction in solid waste.
(both projects will establish trails and plantings consuming over 200 cubic yards of wood waste and yard debris derived from city residents).
3. Increase the attractiveness or market value of residential, commercial or industrial areas.
(both sites are adjacent to homes and commercial areas and need to look accessible, safe and maintained).
4. Result in rehabilitation or upgrade of real or personal property owned or operated by a nonprofit organization having 501(c)(3) status under the Internal Revenue Code.
(both sites will benefit from improved maintenance and enhanced habitat while providing attractive and educational public access.)
5. Enhance new or existing wildlife, riparian zones, wetlands, forest lands or marine areas, and/or improve the public awareness and the opportunities to enjoy them.
(both projects address wildlife corridors, riparian zones on both Newell and Abernethy watersheds; and both projects enhance, expand and or preserve city forest lands).
6. Preserve or increase recreational areas and programs within the City.
(passive recreation opportunities/ hiking, walking, birding and wildlife viewing will increase by nearly 8 acres through these two projects).
7. Improve safety within the City.
(both projects will provide safe, accessible and secure outdoor spaces in monitored sites of Oregon City).
8. Increase employment or economic opportunities for City residents.*
(over 20 youth from low-income settings will be employed throughout the course of this project; projects will enhance the targeted Beaver Creek Economic Corridor and Oregon City's North End District).
9. Provide work, training opportunities, or other benefit to youth, seniors and low-income persons or underserved population.*

(over 20 youth will be directly employed and up to 30 community volunteers will participate benefitting the city, the environment, youth and volunteer engagement).

10. Enhance art and culture within the City.

(signage and interpretive messaging being considered for project improvements will involve design and graphic professionals. Possible art forms encountered through the use of downed woody materials will be considered as opportunities for youth and design team engagement).

7b. List by item number from 7a and describe how the project meets each goal.
(please see 7a for all described answers).

8. Project Period: 12 months total duration

(Number of months in duration)

Beginning Date: July 1st, 2021

Ending Date: June 30th, 2022

9. What is the geographic area of Oregon City where the project will take place?

Oregon City's Hilltop District and the Beavercreek Concept plan area are targeted for 1 project/ Environmental Learning Center and Oregon City's North End District are targeted for the second project/ Abernethy Creek Park.

10. How will the community benefit by your project? What is the estimated number of people affected and anticipated outcome(s)?

Residents and visitors will see safer, fully vegetated and enhanced trail improvements at the Environmental Learning Center for both passive recreation uses and education by students and community of Clackamas Community College. A new trail will be established with educational outlooks in Oregon City's Abernethy Creek Park. Both areas have beautiful overlooks of water environments and both are supportive of "watchable wildlife". Both are visited by thousands of residents annually and serve a community purpose of educating and supporting at-risk-youth. Each of these locations will be used for outreach events held by the Greater Oregon City Watershed Council to highlight the projects and work conducted to achieve the vision of a watershed where healthy streams support abundant native fish and other species.

11. What community resources will be used as support for this project (i.e. community, city-owned property, city departments, transportation services, or other civic groups)?

Youth from Oregon City Senior Highschool and specifically youth from Oregon City Junior ROTC program will be combined with skilled members and trained youth leaders from Rivers of Life Center to complete project elements. All work will be conducted on college or city owned park lands with approvals by both entities now confirmed.

12. Briefly describe prior experience managing similar projects, including any past enhancement projects.

The Greater Oregon City Watershed Council has over a decade of experience in addressing local stream and watershed issues and enhancements. Youth under the direction of Rivers of Life Center and with assistance of the Oregon Youth Corp have over 25 years experience in addressing the needs and enhancements of all Clackamas County's 12 boat launch facilities; all Clackamas County park improvements, (Barton, Carver, Wilhoit, Hebb Parks), they have further worked in every city in Clackamas County during the 2 decades plus service in conduct of cleanups and execution of fish and wildlife habitat projects.

13. List anticipated project milestones and dates (e.g. groundbreakings, significant facility improvements, large gatherings of volunteers, public meetings, conferences, special activities and events).

Grant initiated	July 1,2021
Evaluation plan implementation	August
Scoping meetings with partners	July 19 – 22, 2021
Develop contract with work crew	July 30, 2021
Community outreach asst. recruitment	August 20, 2021
Design development - college	August 24, 2021
Design development - city	August 26, 2021
Invasive species removal - ELC	September – October, 2021
Invasive species removal - Abernethy	September – October, 2021
Native planting - ELC	December 2021 – March 2022
Native planting - Abernethy	December 2021 – March 2022
Outreach event #1 - ELC	September 2021
Outreach event #2 - ELC	May 2022
Outreach event #1 - Abernethy	September 2021
Outreach event #2 - Abernethy	May 2022
Evaluation plan completed	June 24, 2022
Exit report submitted	June 30, 2022

14. An exit report will be required once the project is complete, per a signed Enhancement agreement. Describe the measurements you will use to assess the program/project effectiveness. In other words, how will the effectiveness of the program/project be tracked and evaluated (i.e. number of people served; improvements and/or beautification; number of volunteers attracted; amount of area cleaned or rehabilitated, etc.)? Be sure to describe project goals, changes and noticeable benefits that will come about as a result.

Project goal	Outcome	Performance measure
Develop a collaborative site design for designated project area at Environmental Learning Center.	A site design incorporating native species to enhance stream shading and improve habitat for native wildlife.	Site design is completed.
Develop a collaborative site design for designated project area at Abernethy Creek Park.	A site design incorporating native species to enhance stream shading and improve habitat for native wildlife.	Site design is completed.
Environmental Learning Center - invasive species removal	Invasive species are removed from project site to enhance growth of native species.	>50% of invasives in project area are removed.
Environmental Learning Center - native species plantings	Native species are successfully planted according to site design.	Up to 300 native plants are successfully planted at site.
Abernethy Creek Park - invasive species removal	Invasive species are removed from project site to enhance growth of native species.	>50% of invasives in project area are removed.
Abernethy Creek Park - native species plantings	Native species are successfully planted according to site design.	Up to 300 native plants are successfully planted at site.
Environmental Learning Center - outreach event #1	Community members participate in learning about habitat restoration and engage in stewardship activities.	15 - 30 community members participate in event.
Environmental Learning Center - outreach event #2	Community members participate in learning about habitat restoration and engage in stewardship activities.	15 - 30 community members participate in event.
Abernethy Creek Park - outreach event #1	Community members participate in learning about habitat restoration and engage in stewardship activities.	15 - 30 community members participate in event.
Abernethy Creek Park - outreach event #2	Community members participate in learning about habitat restoration and engage in stewardship activities.	15 - 30 community members participate in event.
Provide area youth and community members with hands-on educational opportunities to enhance natural areas along waterways and advance understanding of the work of the Greater Oregon City Watershed Council.	Area youth and community members advance understanding of habitat restoration and native species in healthy watersheds.	> 75% of participants demonstrate an increase in knowledge and willingness to participate in habitat restoration work.

15. List sources of support for in-kind matching support (e.g. volunteer hours and donations). In order to estimate the value of donated volunteer time refer to the Enhancement Grant Program Information sheet for current value.

Item	Source of Support	Estimated Value (\$)
Management time; additional maintenance activities; use of facilities for 2 outreach activities	Clackamas Community College	\$5,500
Trail base materials	McFarlane Bark Company	\$2,500
Materials and debris trucking	Creation Exploration Nursery	\$4,200
Youth training and safety	Oregon Youth Corp	\$1,500
Landscape tools/ equipment	Earth Crusaders	\$4,500
Personal Protective Equipment	Clackamas County	\$850
Crew/ volunteer transportation	Rivers of Life Center	\$1,800
Executive Director project management	Greater Oregon City Watershed Council	\$1,500

16. List all grants applied for in support of this project and commitments confirmed to date.

Clackamas Community College Confirmed \$4,000 hiring of volunteer coordinator for activities at ELC and \$500 for design consultant, \$5,500 in-kind services.

Oregon Youth Corp Confirmed \$1,500

17. What is the percentage of Enhancement will be used for personnel services or administrative costs? 18%

18. Will the administrator be a paid position? Yes X No _____

19. Proposed Budget—on the following page please complete the proposed budget. Modify line items as needed to reflect proposed expenses.

- Column A: Show grant monies needed for the program/project.
- Column B: Show cash matching funds.
- Column C: Show donations or in-kind volunteer labor (from question 15).
- Column D: Totals for each category.

*****These figures will be transferred to the table on the first page of this application.*

Proposed Budget

Suggested List (not inclusive)	(A) Grant Dollars Requested	(B) Matching Funds(Cash)	(C) In-Kind Matching Support	(D) Total
Personnel Services (salaries,administration)	\$3,000	\$1,500 Oregon Youth Corp; \$4,000 Clackamas Community College		\$8,500
Project Administration costs (clerical, advertising, graphics,printing, postage)	\$1,500		\$1,500 Watershed Council	\$3,000
Materials: trails, plants	\$6,000			\$6,000
Equipment/Supplies, tractor rent/mulches/amendments	\$4,500		\$2,500 McFarlane Bark; \$4,500 Earth Crusaders Equipment	\$11,500
Construction Costs	\$1,500		\$850 Clackamas County	\$2,350
Event Costs/ Debris and trucking			\$4,200 C.E. Nursery; \$5,500 Environmental Learning Center rental, management, and maintenance – Clackamas Community College	\$9,700
Transportation Costs	\$850		\$1,800 Earth Crusaders	\$2,650
Insurance Costs (if needed)				
Additional Costs (List) (Youth stipends)	\$17,000		\$1,500 Oregon Youth Corp	\$18,500
Consultants/trainers	\$650	\$500 Clackamas Community College		\$1,150
Totals	\$35,000	\$6,000	\$22,350	\$63,350

June 1, 2021

Metro Enhancement Grant Letter of Support

To Whom It May Concern:

In 2018, Clackamas Community College has successfully completed the four-acre restoration of the Newell Creek Headwater/Environmental Learning Center project. This major undertaking involved many local partners to vision, plan, construct, and plant this project. The facility provides indoor and outdoor classrooms, gathering spaces, and learning environments, along with passive recreation for the community.

The partnership and assistance of the Metro Enhancement Grant will continue to support some of the major improvements to waterways, vegetative cover, and trail improvements for the public, students, and special tour groups who will utilize this area. We have worked with Rivers of Life on many ELC related projects and their youth workers had opportunities to experience real environmental rehabilitation projects, while learning about plants, grading, excavation, and waterway improvements. We believe this and other areas of the site could benefit from this continued partnership for better public access, safety and importantly, for enhanced wildlife habitat and improved water quality.

I fully support the Greater Oregon City Watershed Council's grant application to Metro's Enhancement Grant Program.

Sincerely,



P. Robert Cochran, P.E.
Dean of Campus Services

Watershed Wealth: Community-based Learning and Habitat Restoration in the Abernethy Creek Basin

Dear Ann,

The Oregon City Parks and Recreation Advisory Committee (PRAC) met with Tom Gaskill the other night. We were impressed with his presentation and think the ideas he shared for the projects in the Abernethy Creek Basin will be beneficial for Oregon City, its residents and all who come to visit. Personally, I was impressed with the work this would provide for at-risk youth in our community and the help it would be to the Oregon City Parks Department, working on projects that need to be addressed but currently cannot due to budget constraints and lack of manpower.

Here are some of the other ideas Tom shared with PRAC:

- Projects will improve habitat near the headwaters of Newell Creek at Clackamas Community College's Environmental Learning Center, provide outreach and engagement for community members, and develop a new public low maintenance education and interpretation trail at Abernethy Creek Park along and near its confluence with Willamette River and Oregon City's North End District.
- Native plants will be established throughout existing tree canopies and new tree canopies of evergreen and deciduous plantings established to reduce and wherever possible eliminate invasive plant development. A project design consultant will present a design for review and provide insights for careers in natural resource planning to at risk youth crews.
- Abernethy Creek Park improvements will provide nearly 2000 feet of accessible trails designed for ease of maintenance in a beautiful overlook not presently configured with public access. At-risk youth from area schools will be guided and trained in the creation of best practices, trail installation, pruning and thinning techniques where good plantings exist and overall establishment of a new safe public and parks access trail system that will showcase the Lower Abernethy Watershed.
- Up to 40 youth will have a chance to participate in this project and through existing nonprofits receive "Experiential Learning" and "Community Service Credits". Participants will receive training opportunities, career exposure eligible for high school credit.
- Outreach events will be held at each location at key points of the project to highlight the work of the watershed council and our partners in restoring habitat along Abernethy Creek and its tributaries. Community members will be invited to participate in these events as volunteers.

We encourage your participation and support in *Watershed Wealth: Community-based Learning and Habitat Restoration in the Abernethy Creek Basin* as a beneficial program for Oregon City and surrounding communities.

Regards,



Troy Bolinger

Chair - The Oregon City Parks and Recreation Advisory Committee (PRAC)

coverletter HGF-FINAL

HGF APPLICATION-FINAL

ANDY HORDICHOK SUPPORT LETTER

SCOTT EAGLES SUPPORT LETTER

MUSIC PROJECT COSTS - FINAL - REVISED

Hannah Grace Family

Hannahgracefamily@yahoo.com

Hannahgrace.org

(503) 891-0158



Hannah Grace Family

Item 7g.

1678 S Beaver Creek Rd. Suite #F, Oregon City, OR 97045

Mailing: P.O. Box 403, Oregon City, OR 97045

EIN: 82-2945261

From: **Jason and Tara Hood, Hannah Grace Family**

To: **Ann Griffin, Oregon City Community Enhancement Grant Program**

Hannah Grace Family (HGF) is pleased to enclose its' application for the above program's 2021-2022 grant. HGF has been an Oregon City non-profit since its inception in 2017. Our no-profit is focused on service to children and families that are in the state's foster care system, in danger of entering the program, graduates of the program and those underserved. HGF concentrates on areas not covered by traditional government and other programs. Its efforts include, but are not limited to:

- Weekly women's support groups
- Support from alcohol and drug abuse, as well as domestic violence. Each service promotes the wellbeing and health of the children and other family members
- Personalized mentoring sessions
- Hand-selected school clothing and supplies for the children
- Night-out babysitting to give single mothers and couples a break
- Christmas get together with gifts (to lighten the families' holiday financial burden)
- Family meetups to promote community and healthy friendships
- Partnership with a local dentist that provides services not covered by insurance or agencies
- Budgeting and aid in paying off debt and/or goal planning to help families obtain more essential items that might be higher in cost
- Providing everyday essential care packages to struggling families (toilet paper, clothing, groceries, games, and other items (particularly during the current Covid quarantine)
- 24/7 access to individual, family and/or group chats
- Crisis intervention
- Helping to build up resources to support mothers with grooming, clothing, and pampering

Instead of operating out of the Founder's home, HGF was recently successful in garnering a building as its main operation space in Oregon City. This move now enables us to expand our services to a wider clientele. We have learned through our experience that many, if not most, foster/underserved children suffer from a lack of confidence. This lack of value stems deeply from their varying adversity. Our new quarters now allow us to consider offering a program specifically aimed at restoring these children's confidence, though activities that build lifelong skills. It will be of great benefit to the community in offering a music program aimed at teaching foster/underserved children in the community (specifically to learn how to play a piano keyboard or guitar) a specialty performing arts skill that many do not have easy access to. Local music teachers and instructors in the community have explained how this skill has motivated disadvantaged youth, by giving them a tangible skill that they could call their own. We are confident that this will be an art that they will be able to continue to build on and use for their own family, friends and for community entertainment. The positive effect on these children's personal self-confidence is well documented. We feel that this program will be well accepted and easy to expand in the coming years. We sincerely hope that others see the likeminded value in restoring the confidence and enhancing the cognitive abilities of these receptive children. Thank you for allowing us this opportunity. We are very thankful to be a part of the Oregon City community that would consider joining with us in investing in lives that are sometimes forgotten.

Jason and Tara Hood, HGF Co-founders

"Restoring and cultivating hearts by redefining the value of life in children, mothers and families"

Page 189

Enhancement Grant Program Application

Before filling out this form, please read the Enhancement Grant Program Information for complete submittal instructions and to be sure that your proposal qualifies for funding. Applications received after the deadline will not be accepted. Liability insurance coverage may be required. Limit answers to the space provided.

Title of Project Music Project

Organization Hannah Grace Family

Is this a Non-Profit Organization? Yes X No

Non-Profit Federal tax-exempt ID Number 82-2945261

Address P. O. Box 403

City, State, Zip Oregon City, Oregon 97045

Project Coordinator Jason Hood

Email hoodjasontara@yahoo.com

Chairperson of Governing Board (If Applicable) Tara Hood

Phone (503) 891-0158

Signature

X

Ed DeWald
Treasurer

(The person authorized to represent the organization must sign the application with a digital signature or actual signature on a hard copy.)

***Complete the budget sheet on page 7 first. Amount totals from that sheet will auto fill into this table

Grant Amount Requested: \$ \$24,900

+ Matching Funds (Cash): \$ \$0

+ In-Kind Matching Funds \$ \$14,958

(See question #15):

= Total Cost of Project: \$ \$39,857.64

Enhancement Grant Application Page - 1 -

Proposal Information

1. Is this your first grant application to the Enhancement Grant Committee?

Yes X . No .

2. Have you received an Enhancement Grant in the last 3 years? (Include past Metro Enhancement Grants)

Yes . No X .

If yes, please describe the projects/programs for which you received funding.

3. If you received an Enhancement Grant last year, what is the status of the project?

Not Applicable

4. Will this grant-funding request be used for the first phase of a project, with possible grant requests for future phases?

Yes No X .

If yes, please explain.

Our plan, at present, is to look for other available sources first for future expansion of the program.

Enhancement Grant Application Page - 2 -5.

Briefly describe the project for which you are requesting funds.

Hannah Grace Family (HGF) began with a married couple, Jason and Tara Hood, who took young foster children into their home to love and nurture. While loving the children, their hearts began to break for the parents of these children. They desired to reunite families and see parents regain custody of their children. In addition, they began personally investing into the lives of each parent. They began mentoring parents through counseling, finding homes, jobs, budgeting, transportation, providing necessities, aiding them in their recovery from drugs/alcohol and simply being their family when they needed one most. There has been a 100% return rate of children to the parents they have mentored. Over the past few years Jason and Tara have received letters of recommendation from a Clackamas County judge and lawyers. These individuals took notice of the lives being changed in a system of increasing need. They recognized the progress being made and realized the potential for a larger restoration of families. Hannah Grace Family is a continuation of the work the Hoods started and will now be able to operate on a larger scale due to the acquisition of permanent quarters.

The acquisition of the new facility now enables HGF to expand its services. It's generally recognized that underserved children and children that have been a part of the foster care system suffer heavily with a dysfunctional sense of security and lack of items to call their own. With the constant change of scenery between moving around with their birth families, foster families, relatives, and social infrastructures, they often have a lost sense of belonging. Often, they have been a part of families dealing with social and economic adversity, along with alcohol, drugs, various forms of abuse and other circumstances. Among other things, these children suffer from a lack of self-worth, fueled in part not only by the effect of the family status, but also from the change in their environment. As a result of these changes, children often experience an elevated loss of self-worth, declined attendance in school/other activities, lack of resources to participate in extracurricular activities, progressively detrimental habits, diminishing function in their schoolwork and a lack of positive personal achievement. The proposed project is a strong attempt to give these children something outside of their personal plight to which they can gravitate and experience personal enriching achievement. Additionally, aiding in the rehabilitation of their sense of worth with healthy and encouraging influences.

6. Describe why this project was selected and the community need(s) to which it will respond.

Background: As noted above, the project stems from HGF's and the Hoods experiences with providing meaningful services to foster children, their birth parents, and foster parents. There are many government and private services which provide shelter, financial and medical services, but the overall welfare of the children still falls either on the birth parents or foster parents (if the child is removed from the home). More often, the child caregiver uses personal or supplemental income for the basics in the child's life. HGF, which invests in the families and children 24/7, has noted that music often can be a very important element in the psychological well-being of a child. Additionally, if a child is given an opportunity to learn to play a musical instrument, that learned skill provides them with not only a sense of well-being, but also a skill that they can use both for their own entertainment and for many others in the years to come.

The Music Project HGF proposes to hold a regular program to introduce foster/underserved children to learn how to play either a digital piano keyboard or guitar. Using competent music instructors, classes for each will be regularly held at HGF's Oregon City facility. We plan to

teach 12 children by purchasing 9 keyboards and 6 guitars to use at these classes, as well as to take home for practice purposes. Children, 1) in the foster program, 2) on the verge of entering the foster program, or 3) graduates of the foster program, will be invited to join these classes. Any additional spots available will be offered to other disadvantaged children in the community.

Enhancement Grant Application Page - 3 -

7a. Identify and describe how this proposal meets one or more of the goals for funding within the enhancement area boundaries (check those below that apply and describe by item number below).

1. Result in significant improvement in the cleanliness of the city.
2. Increase reuse and recycling efforts or provide a reduction in solid waste.
3. Increase the attractiveness or market value of residential, commercial, or industrial areas.
4. Result in rehabilitation or upgrade of real or personal property owned or operated by a nonprofit organization having 501(c)(3) status under the Internal Revenue Code.
5. Enhance new or existing wildlife, riparian zones, wetlands, forest lands or marine areas, and/or improve the public awareness and the opportunities to enjoy them.
6. Preserve or increase recreational areas and programs within the City.
7. Improve safety within the City.
8. Increase employment or economic opportunities for City residents.*
9. Provide work, training opportunities, or other benefit to youth, seniors and low-income persons or underserved population.*
10. Enhance art and culture within the City.

7b. List by item number from 7a and describe how the project meets each goal.

9. Provide work, training opportunities, or other benefit to youth, seniors and low-income persons or underserved population.*

HGF serves both youth and underserved populations. Foster children fit into the definition of underserved. In many cases, family members are underserved and low-income. In addition to music training, HGF plans to provide academic tutoring to their students to increase their ability to do well in school. Both services are of immense benefit to the foster children by enriching their mind creatively and academically.

10. Enhance art and culture within the City.

By its very nature, music fits both art and income definitions. As noted earlier, the classes will be held in Oregon City. Most attendees will be residents. Also, it is well understood that promoting the learned music skills will not only enhance the child's confidence but enable them to use this skill in a variety of life circumstances as they grow and attain adulthood. Foster children will now have the financial means, safe space, and ability to be a part of the performing arts community as music contributors to Oregon City and the surrounding area.

Enhancement Grant Application Page - 4 -

8. Project Period:

(Number of months in duration) 12

Beginning Date: 07/01/21 Ending Date: 06/30/21

9. What is the geographic area of Oregon City where the project will take place?

1678 S Beavercreek Rd Suite # F, Oregon City, OR 97045

10. How will the community benefit by your project? What is the estimated number of people affected and anticipated outcome(s)?

At the beginning, the project plans for 12 children. As a result, members of the children's extended family will see and feel the effects of the classes and the recitals, which will be advertised/ attended by those families and the community. Additionally, as the students will become adept, their sharing of their musical talents will reach many others, including schools, their orchestras, churches, and other community gatherings where music is present. Also, upon graduation, the students will be gifted with the keyboard or guitar that they trained with. This will serve as an additional incentive to take and complete those classes. It is anticipated that this initial project will be popular with both prospective students, parents, and the community as a whole. As a result, HGF expects to hold future classes with future raised donations and volunteer teachers.

11. What community resources will be used as support for this project (i.e. community, city-owned property, city departments, transportation services, or other civic groups)?

HGF's facility is located on S Beavercreek Road, a major thoroughfare served by rapid transit. We anticipate that local schools, community organizations, interested businesses and arts/music grant makers will not only be supportive of the project, but will commend and financially contribute to this effort.

Enhancement Grant Application Page - 5 -

12. Briefly describe prior experience managing similar projects, including any past enhancement projects.

- Security
- Utility, insurance, and related payments
- Janitorial and premises supplies
- Supervision of staff and volunteers
- Government and other agency reporting

HGF has been a volunteer agency since 2017. The Hoods are very experienced in recruiting and managing volunteer help within their own organizations and those in the community. The couple has received recommendations in verbal and letter form by Michael C. Wetzel, Clackamas County Circuit Court Judge and Roxanne Scott, Clackamas County Family Law Attorney. The Hoods have supervised volunteers and staff of HGF since its inception, including an extensive rehabilitation of HGF's current premises over the past several months. The results of the rehabilitation were outstanding.

13. List anticipated project milestones and dates (e.g. groundbreakings, significant facility improvements, large gatherings, volunteers, public meetings, conferences, special activities and events).

The current plan calls for recitals to demonstrate skill accomplishment to be held every 4 months. These recitals will not only help measure the effect of the teaching and skill improvement, but as a source of entertainment for those families responsible for the children's welfare, as well as the community. Providing these recitals enables goal-oriented learning and a sense of personal pride in these children.

Enhancement Grant Application Page - 6 -

14. An exit report will be required once the project is complete, per a signed Enhancement agreement. Describe the measurements you will use to assess the program/project effectiveness. In other words, how will the effectiveness of the program/project be tracked and evaluated (i.e. number of people served; improvements and/or beautification; number of volunteers attracted; amount of area cleaned or rehabilitated, etc.)? Be sure to describe project goals, changes and noticeable benefits that will come about as a result.

Noted in question 10, the plan calls for recitals at four-month intervals to demonstrate to the students, teachers, families, and community the extent of the students' increase in music skill. All data pertaining to the individuals participating and volunteering in this program will be recorded and easily accessible. Additionally, HGF will monitor and assess the paid instructors' teaching effectiveness to ensure maximum attainment of the project's goals.

15. List sources of support for in-kind matching support (e.g. volunteer hours and donations). In order to estimate the value of donated volunteer time refer to the Enhancement Grant Program Information sheet for current value.

As in the past, HGF will utilize the internet, Facebook, e-mail, brochures, mail and word-of-mouth to advertise the program. As this project proceeds, these methods will be used to solicit designated financial and volunteer teaching donations to this specific project, enabling HGF to fund further classes. The Covid pandemic thwarted HGF's ability to hold an in-person fundraising event in 2020 after a very successful one in 2019. As the pandemic wanes and in-person fundraising is allowed, this annual event will continue with the same successful results in the future.

Item Source of Support Estimated Value (\$)

16. List all grants applied for in support of this project and commitments confirmed to date. HGF just finished a fundraiser for the rehabilitation of its quarters. As a result, we have not yet solicited financial support for this project. We are hopeful, however, as noted in question 15, that we will garner financial support when the project is announced, as well as obtain the donation of music instructors' time and/or equipment for year 2 classes.

Enhancement Grant Application Page - 7 -

17. What is the percentage of Enhancement will be used for personnel services or administrative costs? 0.007%. (The cost of 3 recitals @\$100/each

18. Will the administrator be a paid position? No

19. Proposed Budget—on the following page please complete the proposed budget. Modify line items as needed to reflect proposed expenses.

- Column A: Show grant monies needed for the program/project.
- Column B: Show cash matching funds.
- Column C: Show donations or in-kind volunteer labor (from question 15).
- Column D: Totals for each category.

****These figures will be transferred to the table on the first page of this application.

Grant Amount Requested: \$ \$24,900

+ Matching Funds (Cash): \$ \$0

+ In-Kind Matching Funds \$ \$14,958

= Total Cost of Project: \$ \$39,857.64

Enhancement Grant Application Page - 8 -

Additional Costs (List) Consultants/trainers \$0

Proposed Budget

Suggested List (not inclusive)

(A) Grant Dollars Requested Nil

(B) Matching Funds (Cash) Nil

(C) In-Kind Matching Support Nil

(D) Total \$0

Personnel Services (salaries, administration)

Project Administration costs (clerical, advertising, graphics, printing, postage)

Materials Nil

Equipment/Supplies Nil

Construction Costs Nil

Event Costs Nil

Transportation Costs Nil

Insurance Costs (if needed) Nil

Totals \$0

Enhancement Grant Application - Page - 9 -

To whom it may concern,

Music is a powerful entity that has had a profound impact on human life since the beginning of time. It is such a valuable "asset" for each and every person. I know in the education field it is well tooted that those who study music often perform better on standardized tests and/or perform in the top of their class. I do believe however, there is another area that music plays an important role.

Music has the ability to provide emotional therapy, bring self-confidence, and bring people together socially. I myself, a deaf music teacher, have been around music since I was 3 years old. It is without question that music has instilled confidence in me despite my hearing loss. Music has built a positive social network and a sense of belonging. I know music has helped mold me to be the person I am today and it is with great pleasure and joy that I get to share this passion on a daily basis to our young children, knowing the impact it will have on them.

I am always looking for ways to bring music to others and I believe it is important to be accessible to everyone regardless of their circumstances and life challenges. When I was approached by the nonprofit, Hannah Grace Family, to write something in support of their grant request to bring music to kids who may be in or out of foster care or just in difficult circumstances, I without hesitation would gladly support this cause and pray that they be considered for this amazing opportunity to provide to our children.

Please do not hesitate to reach out to me via email if you would like further information or have questions.

Blessings,

Andy Hordichok

Band instructor, North Clackamas Christian School

To whom it may concern,

Music can play an important role in the education of many of our students. I have been a 6th grade teacher at Gardiner Middle School for 8 years, and I have seen the impact that music has on some of my students. Music, like sports, can be a lynchpin that keeps a student interested and motivated in school. Opportunities to participate in music or band are becoming more difficult and expensive in our schools, so any opportunity to aid the students of our community will be welcomed.

Hannah Grace Families has plans to offer music lessons to underserved communities in Oregon City. Our community has sections of very poor families in our city. I have seen first hand students who could not afford to take band because of financial restraints. I know there is a need for music opportunities in our community, and I would promote any nonprofit that is working to help the youth of my city.

On a personal note, I have known the founders of Hannah Grace Families for over 25 years. I have seen their hearts and their dedication to the families they help. I have witnessed the successes of several families who have been working with Hannah Grace. Adding a music education program to their toolbox will only lead to more of that success.

Scott Eagles
6th Grade Math/Science
Gardiner Middle School

Sent from my iPad

CATEGORY	MONTH 1	MONTH 2	MONTH 3	MONTH 4	MUSIC PROJE MONTH 5
KEYBOARDS	\$ 4,500.00				
GUITARS**	\$ 2,100.00				
TEACHERS#	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
TUTORING#	\$236	\$236	\$236	\$236	\$236
LEASE	\$303	\$303	\$303	\$303	\$303
JANITORIAL	\$471	\$471	\$471	\$471	\$471
ADMIN***	\$236	\$236	\$236	\$336	\$236
TOTAL	\$ 9,346.47	\$ 2,746.47	\$ 2,746.47	\$ 2,846.47	\$ 2,746.47

*18 keyboards @\$500

ORE CITY GR/

*** month 4, 8, and 12 show increased administrative costs for recitals\$100/each.

	HOURS/WK	\$/HR	WEEKS	TOTAL	\$/MONTH	
TUTORING	2		27.2	52	2828.8	235.73
LEASE	2		35	52	3640	303.33
JANITORIAL	2		27.2	52	2828.8	235.73
ADMIN***	2		27.2	52	2828.8	235.73
TEACHERS#	\$750/MONTH PER TEACHER					

EJECT COSTS - FINAL

MONTH 6	MONTH 7	MONTH 8	MONTH 9	MONTH 10	MONTH 11	MONTH 12	TOTAL
							\$ 4,500.00
							\$ 2,100.00
\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$ 18,000.00
\$236	\$236	\$236	\$236	\$236	\$236	\$236	\$2,832
\$303	\$303	\$303	\$303	\$303	\$303	\$303	\$3,636
\$471	\$471	\$471	\$471	\$471	\$471	\$471	\$5,658
\$236	\$236	\$336	\$236	\$236	\$236	\$336	\$ 3,132
\$ 2,746.47	\$ 2,746.47	\$ 2,846.47	\$ 2,746.47	\$ 2,746.47	\$ 2,746.47	\$ 2,846.47	\$ 39,857.64

ANT***

\$ 24,900.00

(Includes keyboards, guitars, teachers and \$300 admin)

REQUIRED

ACTUAL

\$ 24,900.00

\$14,658

0.367749822

DONATED
DONATED
DONATED TOTAL
DONATED \$14,958

30%
| 37.53% |

Rec'd.
6/1/21

Item 7g.



May 27, 2021

Dear Metro Enhancement Grant Committee,

Thank you in advance for taking the time to review our application for a Metro Enhancement Grant Award.

The Oregon City Farmers Market was so grateful to receive a Metro Grant for 2020. We saw such a tremendous response from our community who were experiencing food insecurity. Since the onset of COVID in early 2020 we saw our SNAP sales double from 2019. Your funding helped provide 10.00 additional dollars to 904 customers. Because of its positive impact on our residents and community, we feel it is important to apply for 2021, as well.

As you will see in our application, we used our 2020 grant funds to provide a SNAP match for our low-income customers. The demand for fresh, less handled food has increased substantially since COVID. In addition, we saw a larger SNAP demographic frequent our market, thanks to the 20.00 match program we offer. We are the only farmers market in Clackamas County that offers this amount.

Now that 2021 has arrived we have already surpassed our SNAP sales from 2020 by double. As unemployment, recovery from COVID, rebuilding from the fires and ice storms, loss of school lunch programs, school closures and fewer resources, the demand for healthy, fresh food continues to increase in our community.

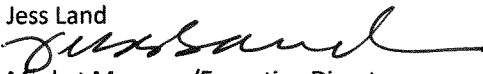
The goal of our market is to be a hub for fresh food access and decrease the hunger gap in our community by providing resources to underserved populations. Grant funding is essential to our success in achieving this.

Farmers Markets have a responsibility to not only support our local farms, makers and growers by providing a space to sell but also to our community. Our market has been successful in operating as a local food access point because of the resources we offer for our SNAP patrons.

The SNAP match program offers a chance to further SNAP benefits, thus benefitting our customers, our farmers and keeping our dollars local. It enhances our local economy while at the same time enhancing the health of our Oregon City residents.

Thank you for your consideration of our application. We appreciate your goal of improving our community and we hope that you might allow us to continue the positive work in assisting food insecure folks.

Sincerely,
Jess Land


Market Manager/Executive Director
OC Farmers Market





OREGON CITY



Metro

Enhancement Grant Program Application

Before filling out this form, please read the Enhancement Grant Program Information for complete submittal instructions and to be sure that your proposal qualifies for funding. Applications received after the deadline will not be accepted. Liability insurance coverage may be required. Limit answers to the space provided.

Title of Project SUPPLEMENTAL Nutrition Assistance Program Match

Organization Oregon City Farmers Market

Is this a Non-Profit Organization? Yes X No

Non-Profit Federal tax-exempt ID Number 27-4094762

Address P.O. BOX 2931

City, State, Zip Oregon City, OR 97045

Project Coordinator JESS LAND Phone 503-734-0192

Email info@orcifyfarmersmarket.com

Chairperson of Governing Board (If Applicable)

Phone

Signature Jess Land

(The person authorized to represent the organization must sign the application with a digital signature or actual signature on a hard copy.)

*****Complete the budget sheet on page 7 first.
Amount totals from that sheet will auto fill into this table**

Grant Amount Requested:	\$	10,691.00
+ Matching Funds (Cash):	\$	7,566.00
+ In-Kind Matching Funds (See question #15):	\$	11,700.00
= Total Cost of Project:	\$	29,957.00

Proposal Information

1. Is this your first grant application to the Enhancement Grant Committee?

Yes _____ No X

2. Have you received an Enhancement Grant in the last 3 years? (Include past Metro Enhancement Grants)

Yes X No _____

If yes, please describe the projects/programs for which you received funding.

Thanks to the 2020 Enhancement award grant we have been able to apply funds to our SNAP (Supplemental nutrition assistance program) recipients. This has allowed customers the ability to receive an additional 10.00 match at the market which increases the amount of fresh food they can purchase.

3. If you received an Enhancement Grant last year, what is the status of the project?

Our funding ends June 30, 2021
Thus far, we have distributed 8,094.00 in match funds, thanks to our 2020 Enhancement grant.

4. Will this grant-funding request be used for the first phase of a project, with possible grant requests for future phases?

Yes X No _____

If yes, please explain.

As we see the long lasting benefits additional SNAP matches provide to underserved residents, our goal for reducing the hunger gap in our community becomes more attainable.

5. Briefly describe the project for which you are requesting funds.

The Oregon City Farmers Market is seeking funding for our SNAP (formerly known as Food Stamps) Match program to increase the assistance for low income customers in our community from 10⁰⁰ to 20⁰⁰ per person per market day.

Food insecure customers purchase Market tokens with their SNAP card (same appearance as a Debit card) to spend on approved foods. The market (without this grant) matches up to 10⁰⁰ per customer per day. Our farmers market is requesting the funding to increase this match to 20⁰⁰ for 12 months.

6. Describe why this project was selected and the community need(s) to which it will respond.

This project was selected as the pandemic, fires and ice storm forced many out of work. We continue to see an uptick in SNAP shoppers at the market.

In 2019 our market had a total of 6,921⁰⁰ in SNAP sales. In 2020 our amount of SNAP sales increased to 18,769⁰⁰. Now that we are 2021 our SNAP sales to date are doubled from 2020. We continue on an upward trajectory.

#9.

As we continue to adapt to the ever changing community needs during COVID and beyond we continue to brace for additional SNAP Shoppers.

Item 7g.

The Metro funding will help us keep nutritious food supplied to meet the evolving needs of our underserved population facing food insecurity.

By increasing the SNAP match program our low income shoppers can access up to 20.00 per market day! How wonderful to provide such a vital resource to so many families and seniors in our community.

7a. Identify and describe how this proposal meets one or more of the goals for funding within the enhancement area boundaries (check those below that apply and describe by item number below).

1. Result in significant improvement in the cleanliness of the City.
2. Increase reuse and recycling efforts or provide a reduction in solid waste.
3. Increase the attractiveness or market value of residential, commercial or industrial areas.
4. Result in rehabilitation or upgrade of real or personal property owned or operated by a nonprofit organization having 501(c)(3) status under the Internal Revenue Code.
5. Enhance new or existing wildlife, riparian zones, wetlands, forest lands or marine areas, and/or improve the public awareness and the opportunities to enjoy them.
6. Preserve or increase recreational areas and programs within the City.
7. Improve safety within the City.
- ☒ 8. Increase employment or economic opportunities for City residents.*
- ☒ 9. Provide work, training opportunities, or other benefit to youth, seniors and low-income persons or underserved population.*
10. Enhance art and culture within the City.

7b. List by item number from 7a and describe how the project meets each goal.

#8: The funding would not only help underserved community members, but also have the added effect of supporting local farmers at a time when many have lost their restaurant accounts. It will help create a more resilient local food system with shorter supply lines. Currently 6 local farms participating in our market have Oregon City addresses and over 80% of all vendors are Clackamas County residents. The 'Multiplier Effect' will help keep funding local which helps boost our local economy.

As local farms and Oregon City food businesses experience an increase in sales due to more shoppers using the SNAP Program, the local economy benefits.

8. Project Period: 12 Months

(Number of months in duration)

Beginning Date: July 1, 2021

Ending Date: June 30, 2022

9. What is the geographic area of Oregon City where the project will take place?

The Oregon City Farmers Market operates at the Red Soils Campus in Oregon City. We are located at 2051 Kaen Rd. We operate every Saturday from 9-2 May through October and every other Saturday from 10-2 Nov through April

10. How will the community benefit by your project? What is the estimated number of people affected and anticipated outcome(s)?

During 2019 the market had 599 low income shoppers using the SNAP Match.

2020 that number increased to 904 shoppers. We are expecting to double that number once again since we have already doubled to date (as of May 23rd)

11. What community resources will be used as support for this project (i.e. community, city-owned property, city departments, transportation services, or other civic groups)?

Clackamas County provides free space for the Farmers Market to operate year round. Clackamas County DHS offices have offered support in addition to the American Heart Association in a Blueprint for a Healthy Clackamas County

12. Briefly describe prior experience managing similar projects, including any past enhancement projects.

The Oregon City Farmers Market has (since 2008) been able (by fundraising) to successfully offer a SNAP Match Program, which has involved keeping detailed reports of funding for many years for our sponsors, including end reports. The SNAP Match program is administered by the market as a completely separate program to other market income

13. List anticipated project milestones and dates (e.g. groundbreakings, significant facility improvements, large gatherings of volunteers, public meetings, conferences, special activities and events).

We would continue the additional funding for the SNAP Match Program as soon ^{as} funding becomes available

14. An exit report will be required once the project is complete, per a signed Enhancement agreement. Describe the measurements you will use to assess the program/project effectiveness. In other words, how will the effectiveness of the program/project be tracked and evaluated (i.e. number of people served; improvements and/or beautification; number of volunteers attracted; amount of area cleaned or rehabilitated, etc.)? Be sure to describe project goals, changes and noticeable benefits that will come about as a result.

Every SNAP customer who uses their card at the Market's Info Booth (the only way they can use their card at the market) to purchase SNAP tokens is tracked by the last 4 Digits of their card. SNAP Match funding issued at the same time is also tracked. A report is submitted to the bookkeeper after each market day noting number of SNAP customers, amount of SNAP tokens purchased and amount of SNAP Match issued. End reports are easily compiled.

15. List sources of support for in-kind matching support (e.g. volunteer hours and donations). In order to estimate the value of donated volunteer time refer to the Enhancement Grant Program Information sheet for current value.

Item	Source of Support	Estimated Value (\$)
Support for Market Staff	78 Volunteer Hours	1983
Administration of project/Bookkeeping	Paid Market Manager + Bookkeeper	7800
On-Site support of program, running Debit machine	Paid Assistant Site Manager	3900

16. List all grants applied for in support of this project and commitments confirmed to date.

Oregon City Farmers Market - 1600
Farmers Market Fund - 6966

2020 Metro Enhancement
8,094.00 / 10,691.00 approved

17. What is the percentage of Enhancement will be used for personnel services or administrative costs? 10%

18. Will the administrator be a paid position? Yes X No _____

19. Proposed Budget—on the following page please complete the proposed budget. Modify line items as needed to reflect proposed expenses.

- Column A: Show grant monies needed for the program/project.
- Column B: Show cash matching funds.
- Column C: Show donations or in-kind volunteer labor (from question 15).
- Column D: Totals for each category.

*****These figures will be transferred to the table on the first page of this application.*

Proposed Budget

Suggested List (not inclusive)	(A) Grant Dollars Requested	(B) Matching Funds (Cash)	(C) In-Kind Matching Support	(D) Total
Personnel Services (salaries, administration)			7800 ⁰⁰	7800 ⁰⁰
Project Administration costs (clerical, advertising, graphics, printing, postage)	550		3900 ⁰⁰	4450 ⁰⁰
Materials				
Equipment/Supplies wooden tokens Processing costs	575			575 ⁰⁰
Construction Costs				
Event Costs				
Transportation Costs				
Insurance Costs (if needed)				
Additional Costs (List)				
Consultants/trainers				
Estimated cost of Reimbursement to vendors for SNAP match tokens over a 12 month period with a 20 ⁰⁰ match	9566	7566		17,132 ⁰⁰
Totals	10,691	7566	11,700	29,957



OREGON CITY



Metro

Enhancement Grant Program Application

Before filling out this form, please read the Enhancement Grant Program Information for complete submittal instructions and to be sure that your proposal qualifies for funding. Applications received after the deadline will not be accepted. Liability insurance coverage may be required. Limit answers to the space provided.

Title of Project Homelessness Services and Camp Cleanup Program

Organization Oregon City Police Department and Code Enforcement Division

Is this a Non-Profit Organization? Yes ☐ No ☒

Non-Profit Federal tax-exempt ID Number _____

Address 1234 Linn Avenue

City, State, Zip Oregon City, OR 97045

Project Coordinator Kelly Dilbeck Phone (503) 905-3513

Email kdilbeck@orcite.org

Chairperson of Governing Board (If Applicable) _____

Phone (503) 905-3513

Signature _____

(The person authorized to represent the organization must sign the application with a digital signature or actual signature on a hard copy.)

*****Complete the budget sheet on page 7 first.**

Amount totals from that sheet will auto fill into this table

Grant Amount Requested:	\$	25,000
+ Matching Funds (Cash):	\$	45,216
+ In-Kind Matching Funds (See question #15):	\$	93,993
= Total Cost of Project:	\$	164,209

Proposal Information

1. Is this your first grant application to the Enhancement Grant Committee?

Yes _____ No X _____

2. Have you received an Enhancement Grant in the last 3 years? (Include past Metro Enhancement Grants)

Yes X _____ No _____

If yes, please describe the projects/programs for which you received funding.

The Oregon City Police Department (OCPD) and Code Enforcement Division were awarded \$25,000 from the Metro Community Enhancement Grant Committee for homeless camp cleanup efforts in FY20-21. The Oregon City Police Department and Code Enforcement Division contracted with homeless liaison consultant, Kevin Dahlgren, to assist homeless individuals receive outreach services coordination, C&R Reforestation for camp cleanups. The City's Parks Department did additional camp cleanups as well.

3. If you received an Enhancement Grant last year, what is the status of the project?

As of May 15, 86% grant fund expenditures were spent or contracted to be spent on homelessness services and cleanup efforts. In the remaining month and a half, as the weather continues to improve, the remaining funds will be spent on cleanup services provided by C&R Reforestation, Mr. Dahlgren's services, and police department Homeless Liaison Officer fuel costs. Since the grant's inception, numerous camps have been posted and cleaned even with the constraints of COVID-19 rules regarding limiting social contact and displacing homeless populations. In 2021, between Mr. Dahlgren and OCPD's Homeless Liaison Officer, 164 individual contacts were made to those experiencing homelessness, 51 accepted services and were placed into shelters or housing, 82 were referred to a variety of programs and services, and 12 camps were cleaned within the City.

In additional efforts, beyond the scope of the FY20-21 grant proposal, OCPD worked with ODOT on implementing an agreement to allow staff to enforce no trespass laws on ODOT-owned property identified as "Closed Areas" specifically designated along 99E, I-205 and Hwy 213. By doing so, OCPD can work to clear leftover debris from the vacated, unauthorized encampments. A copy of the Trespass Enforcement is included with this application (see Exhibit A).

The Police Department also established a Behavioral Health Unit (BHU) by hiring a Mental Health Specialist for the purpose of aiding officers in their interactions with people who are experiencing a mental health crisis, and to assist individuals and their families connect with appropriate services to reduce future law enforcement interventions and divert individuals from jails whenever possible. A copy of the OCPD BHU Policy is included with this application (see Exhibit B).

4. Will this grant-funding request be used for the first phase of a project, with possible grant requests for future phases?

Yes _____ No X

If yes, please explain.

The Oregon City Police Department was awarded \$25,000 during the FY20-21 Enhancement Grant cycle. Aware of the two-year consecutive application eligibility requirements for the grant, this will be OCPD's final grant fund application for this project.

This current application is to continue to provide assistance for the homeless community, who reside within the City limits, find services to help them live off the street, cleanup debris from vacated encampments, and restore natural areas for Oregon City residents to recreate.

5. Briefly describe the project for which you are requesting funds.

The requested Community Enhancement Grant Program (CEGP) funds will be used by the Oregon City Police Department and Code Enforcement Division to assist in expenses incurred by the contracted services for Homelessness Services and Homeless Camp Cleanup.

The cleaning of homeless encampments has been a regular program for the Oregon City Police Department's Code Enforcement Division for years but was dependent on the availability of cleaning crews. On March 4, 2020, an amendment to the City of Oregon City Ordinance 20-1004 (Title 12: Streets, Sidewalks, and Public Places; City of Oregon City Municipal Code, Section 12.16.040, Camping Prohibited) was approved by the City Commission. The amendment clarified the definition of "camp" or "camping" and what was determined to be "unauthorized camping." Additionally, a policy was created to outline a process to ensure the humane treatment of individuals during removal from camping sites on public property and the proper storage and disposal of property from unauthorized camps. Copies of the Ordinance and Policy are included with this application (see Exhibits C and D).

With clearer definitions and policies in place, the Police Department contracted with a homeless consultant and cleaning crew to partner on this ongoing effort to clean camps to enhance the livability, cleanliness, and safety within the City. The goals of this program are to provide services to the homeless community living in the City, so they are no longer living on the streets; and to have public areas cleaned on a regular basis to discourage and eliminate large encampments.

The anticipated scope of Homelessness Services includes, but are not limited to, working with every homeless citizen within the city limits of Oregon City to provide them services or housing options, posting cleanup notices on homeless camps, coordinating cleanups of all abandon and active camps, and creating profiles for every homeless citizen in the Clackamas County

Homeless Management Information System (HMIS). The Homeless Camp Cleanup services include initiation and management of illegal campsites and illegal dumping for an hourly rate plus any additional associated fees.

With the amendment of the Oregon City Municipal Code Ordinance 20-1004 and Cleanup of Unauthorized Campsites on Public Property Policy in 2020, the City implemented a cleanup program initiated by the Police Department. Both the Police Department and Code Enforcement Division incurred additional costs associated with program services. The FY20-21 grant award assisted in alleviating some of the expenses with the program efforts.

A recognized goal of the City's Commission for the 2021-23 biennium is to develop partnerships with other local and regional governments to develop solutions including the needs of the homeless population in our City. Teaming with Metro on this FY21-22 grant would be a great partnership opportunity to work together in finding solutions to this homelessness crises in our community. In an additional effort to continue this program, the Police Department also increased the budget for our Homeless Liaison Officer for the next biennium.

Metro Enhancement Grant funds will help support in the continuation of this program by specifically meeting eight of the 10 goals outlined in the Metro Enhancement Grant Criteria, listed below. The requested funds would assist in these continued efforts in enhancing our community. The City will be a cleaner and safer place for our citizens to live and work as well as increase the attractiveness or market value of residential, commercial, or industrial areas; thus, making it more attractive for citizens to move their residence or business to Oregon City. Additionally, tourists visiting will hopefully stay longer or return to the area to contribute to the economy through shopping, eating, and recreating.

The cleanup efforts were greatly reduced in 2020 due to CDC guidelines and state recommendations regarding social distancing for the pandemic. Coupled with the wildfires in September 2020 and the ice storm in February 2021, C&R Reforestation and Andres Landscaping services were unavailable. However, efforts have picked back up as restrictions are eased.

In 2021, the Police Department with our partners—C&R Reforestation and Kevin Dahlgren, homeless consultant—have cleaned 12 camps and dumped over 3,600 pounds of waste at the Metro South Station. Since January 2021, the Code Enforcement Division addressed 18 transient camps/debris and nine transient vehicles complaints. In 2020, the CE Division had 73 transient camp/debris-related complaints and 13 transient vehicle violations.

6. Describe why this project was selected and the community need(s) to which it will respond.

This cleanup program was selected because it specifically responds directly to goals set forth by the Enhancement Grant Program and aligns with the City of Oregon City Commission 2021-23 Biennium Goals. The homeless population is a large part of our community. By being able to

provide services to those who would not otherwise have access to housing and other various services helps individuals move off the streets, which then cleans up public property.

Every other year, Clackamas County does a Point In Time count of people who are unsheltered, as directed by Housing and Urban Development (HUD). Unsheltered is defined as sleeping outdoors, in camps, on the street, in vehicles, or abandoned buildings or sheds. The County conducted the Point In Time count in 2021 using data counted in the traditional “street count” from the Coordinated Entry system—which Mr. Dahlgren utilizes—rather than relying on the volunteer and community effort as in past years due to the COVID-19 pandemic. The 2021 data has not yet been released. The most recent count was done in January 2019, which revealed an increase of 9% from 2017 for those experiencing homelessness. Oregon City had the highest number of homeless at 306 and Clackamas had the second highest number of homeless with 138; less than half of the number of those living in Oregon City. With this outreach program, OCPD’s Homeless Liaison Officer (HLO) and Mr. Dahlgren have been able to contact most everyone experiencing homelessness in our community. By offering services such as shelter, mental health services, employment assistance, or treatment for addictions; we can make a difference in their lives.

In response to the influx of homeless individuals in our city, the Oregon City Police Department created the HLO position in 2017 to act as an outreach connection for the homeless community. Through the HLO’s networks and community relationships, the department has access to a variety of available services to support those homeless individuals willing to accept assistance. The officer spends his day contacting homeless individuals, identifying why they are homeless, what their individual needs are, and securing available services. He can offer services that fit their needs such as housing, employment, treatment, identification, etc. Additionally, some resources are in-kind or through community partners and citizen donations which allow the department to further help these individuals with their needs.

Furthermore, identifying many of the police calls regarding homelessness individuals were experiencing a mental health crisis, in late 2020, OCPD created a Behavioral Health Unit (BHU). A Behavioral Health Specialist (BHS) was hired for the purpose of aiding officers in their interactions with people who are experiencing a mental health crisis, to assist individuals and their families connect with appropriate services to reduce future law enforcement interventions and divert individuals from jails whenever possible. Additionally, the BHS acts as a liaison between the department and mental health organizations in the community and provides resources and provides trainings to department personnel and community members.

Homeless encampments are generally unhealthy for the individuals and for the community because of trash, feces, rodents, and other unhealthy and unsafe items are left in the illegally occupied or vacant camps which need to be removed. By establishing the Cleanup of Unauthorized Campsites on Public Property Policy, which ensures the humane treatment of individuals during removal from camping sites on public property and the proper storage and disposal of property from unauthorized camps, this is continued effort in improving the cleanliness of our city. OCPD’s HLO worked to have portable toilets placed in the City for individuals to use rather than defecating on the sidewalks and in business entrances. There are

currently four units positioned around town. Additionally, by having storage available for those who need it while receiving services, their items are not left unattended where they could be stolen. Finally, in contacting most of these individuals experiencing homelessness, the police department's Homeless Liaison Officer and Mental Health Specialist are aware of who the individuals are, where they are living, and the services they need. Ultimately, this makes for a safer community.

7a. Identify and describe how this proposal meets one or more of the goals for funding within the enhancement area boundaries (check those below that apply and describe by item number below).

- 1. *Result in significant improvement in the cleanliness of the City.***
- 2. *Increase reuse and recycling efforts or provide a reduction in solid waste.***
- 3. *Increase the attractiveness or market value of residential, commercial, or industrial areas.***
- 4. *Result in rehabilitation or upgrade of real or personal property owned or operated by a nonprofit organization having 501(c)(3) status under the Internal Revenue Code.***
- 5. *Enhance new or existing wildlife, riparian zones, wetlands, forest lands or marine areas, and/or improve the public awareness and the opportunities to enjoy them.***
- 6. *Preserve or increase recreational areas and programs within the City.***
- 7. *Improve safety within the City.***
- 8. *Increase employment or economic opportunities for City residents.***
- 9. *Provide work, training opportunities, or other benefit to youth, seniors and low-income persons or underserved population.***
- 10. *Enhance art and culture within the City.***

7b. List by item number from 7a and describe how the project meets each goal.

In the past few years, the increase in the homeless population has affected Oregon City. These homeless individuals come to Oregon City for various government essential services (i.e., courthouse, jail, probation offices, mental health, social security, department of health and human services, unemployment office, and child welfare), which are located within the city limits. Additionally, Father's Heart Street Ministry, a local faith-based organization which provides food, clothing, basic medical services, and other day shelter amenities, is also in Oregon City. These facilities are excellent resources for homeless individuals, but also increase the City's homeless population. We have seen an influx of homeless from the metropolitan area and even out of state coming to Oregon City for resources.

While these services are necessary in assisting homeless individuals, it does not come without a price. As mentioned above, due to the increase in the homeless population in our city, OCPD created the Homeless Liaison Officer position. This officer is a dedicated position who can assist those individuals interested in receiving services. However, there are those who refuse services and enjoy living on their own. When individuals' homes are on the streets, they do not always

utilize the facilities provided for restrooms and trash. Their belongings go with them wherever they go, and illegal camps move into areas where other residents enjoy recreational activities. These illegal encampments bring trash, feces, and other unhealthy items which need to be removed and the site cleaned to be restored. By having services available to assist in posting illegal camps and cleaning up either occupied or vacant camps, there is a significant improvement in the livability and cleanliness of the City. (7a.1)

By working with our community partners and contracted service providers to reduce the number of homeless individuals and camps, the amount of solid and hazardous waste left on public land and greenspaces has decreased. (7a.2)

With a cleaner and safer city, it is inevitable by this gentrification, there will be an increase of attractiveness and market value of residential, commercial, and industrial areas. (7a.3)
Residents will want to move their homes or businesses to Oregon City not only for what the city already has to offer with its rich history and great location, but because it is a clean and safe environment to live and work.

Many of the City's public green spaces along the Willamette and Clackamas Rivers are natural areas where most of the transient activity occurs. The City has cleaned up the Clackamette Cove Trail & River Access Trail area and other riparian areas of unauthorized camps. These riparian areas can become destroyed by transient activity with solid and human waste left behind. Fewer camps and garbage in these areas increase the ability for the public to visit and recreate which reduces future encampments. Additionally, since the camps were removed and cleaned, the areas are going back to their natural state. (7a.5)

The largest draws to the City are the natural and riparian areas where people recreate. The Clackamas River Walking Trail, boat launches, moorage, parks, are locations citizens have stopped visiting due to the large transient population and the waste left behind. Per the Oregon City Code Enforcement Division, nearly all transient activity complaints come from citizens recreating. By cleaning up the unauthorized camps, people can once again enjoy the areas and use them for recreation. (7a.6)

Having dedicated positions, like the Homeless Liaison Officer, contacting individuals experiencing homelessness either offering services or informing them of the law; the Oregon City Police Department knows who these individuals are and where they are living. Thus, improving the safety within the City. (7a.7)

Clean and safe business communities have less vacancies resulting in higher employment rates overall. Business communities need to be safe to entice customers all days and hours. Bustling towns attract new and expanded businesses which increase property values and generate additional tax revenue for a variety of programs. The City of Oregon City also has a rich history and is enticing to many tourists. With an attractive downtown, waterfront, and historic neighborhoods; increased safety and walkability will bring travelers to our community to increase the tourism industry and revenue. (7a.8)

Finally, OCPD's HLO has found jobs for those interested in employment and has provided services to low-income or underserved homeless adults and youth. Also, the constant contact with each individual and providing necessary services addresses the underlying problems which has resulted in their homelessness. (7a.9)

8. Project Period: July 1, 2021 – June 30, 2022 (12 months)

(Number of months in duration)

Beginning Date: July 1, 2021

Ending Date: June 30, 2022

9. What is the geographic area of Oregon City where the project will take place?

The geographic area the Homeless Camp Cleanup Program will take place on all public property within the city limits of Oregon City.

10. How will the community benefit by your project? What is the estimated number of people affected and anticipated outcome(s)?

With the initiation of a policy and updated ordinance, the continued cleanup of unauthorized campsites on City of Oregon City public property will increase the current livability, cleanliness, and safety of our community, and allow for maintenance in the years to come. Oregon City residents are starting to see a change in their city where they are not having to look at unauthorized camps, vacated camps, trash, or watch for illegal items in public places where they once were, as well as will feel safer. Within the year of this program being implemented, camps in the city limits of Oregon City have been cleaned and riparian areas are returning to their natural state. Citizens are able to utilize public recreation areas again.

While we cannot estimate the total number of people affected by this outcome, we know Oregon City residents and business owners will also notice the differences of this program and the effects it has on the waterfront recreation areas, Main Street/downtown area, historic neighborhoods, and Hilltop business district.

What we do know is Homeless consultant, Mr. Dahlgren, and OCPD's HLO have met numerous individuals living on the streets in Oregon City in the past year. Since January 2021, 164 individuals have been contacted by Mr. Dahlgren, in partnership with The Father's Heart, and OCPD's HLO. Of those 164 individuals, 51 accepted shelter or housing, including eight have moved into Bybee Lakes Hope Center (including one child), two families (7 individuals total) have been placed in family shelter, one moved into an apartment. 82 individuals were referred to a variety of assistance programs and three received bus passes home.

11. What community resources will be used as support for this project (i.e., community, city-owned property, city departments, transportation services or other civic groups)?

The Oregon City Police Department and Code Enforcement Division will be the most highly utilized city departments. Although we will also rely on assistance from the Finance Department and the Parks Department with camp cleanup assists.

Outside City Departments, we work closely with many community partners such as the Father's Heart, Homeless Solutions Coalition of Clackamas County, local churches and non-profit organizations, Clackamas County Behavior Health, and the District Attorney's office including the Community Court.

12. Briefly describe prior experience managing similar projects, including any past enhancement projects.

The Police Department was awarded the Enhancement Grant in FY20-21. Quarterly reports, narratives, and expenditure receipts were sent to the City's Economic Development Coordinator.

Additionally, the Police Department has been formally managing expenditures, invoices, and vendor contracts related to the Homeless Camp Cleanup Program initiative since 2020. The department also manages multiple other state and federal grants.

13. List anticipated project milestones and dates (e.g., groundbreakings, significant facility improvements, large gatherings of volunteers, public meetings, conferences, special activities and events).

There are no large events planned for this grant program as it is a continuing effort through the year. Due to COVID-related restrictions and situations this past year, unfortunately the mass cleanups and assistance programs and services have been limited. However, the Police Department did establish an agreement with ODOT for posting and cleaning their areas, which are highly visible; and hired a Mental Health Specialist to assist officers in contacting those individuals they encounter experiencing a mental health crisis. As COVID-related restrictions are eased and accommodations and services become more readily available, it is anticipated the efforts of this program will be more visible to the public.

- 14. An exit report will be required once the project is complete, per a signed Enhancement agreement. Describe the measurements you will use to assess the program/project effectiveness. In other words, how will the effectiveness of the program/project be tracked and evaluated (i.e., number of people served; improvements and/or beautification; number of volunteers attracted; amount of area cleaned or rehabilitated, etc.)? Be sure to describe project goals, changes and noticeable benefits that will come about as a result.**

We can assess the cleanup program's effectiveness by reporting the number of camps cleaned, total area cleaned, number of homeless individuals' items have been stored for, how much waste has been dumped in the Metro South Station. We will include any articles or emails written in support of the cleanup efforts.

In the month of April 2021, Mr. Dalhgren partnered with The Father's Heart to connect with 16 individuals identifying as homeless. Four single adults accepted shelter, two moved into Bybee Lakes Hope Center and rents were paid (including one child), and 13 were referred to a variety of assistance programs. Three mass cleanups in April were conducted on ODOT property under the I-205 bridge at 99E and two areas near the Cove.

- 15. List sources of support for in-kind matching support (e.g., volunteer hours and donations). In order to estimate the value of donated volunteer time refer to the Enhancement Grant Program Information sheet for current value.**

Item	Source of Support	Estimated Value (\$)
Staff salaries percentage— HLO: outreach/cleanup (100%) Business Manager: administrative grant management (2.5%)	Police Department	\$93,993

- 16. List all grants applied for in support of this project and commitments confirmed to date.**

No additional grants have been applied for to go toward this project.

- 17. What is the percentage of Enhancement will be used for personnel services or administrative costs? 0 %**

- 18. Will the administrator be a paid position? Yes _____ No X _____**

- 19. Proposed Budget—on the following page please complete the proposed budget. Modify line items as needed to reflect proposed expenses.**

- Column A: Show grant monies needed for the program/project.
- Column B: Show cash matching funds.
- Column C: Show donations or in-kind volunteer labor (from question 15).
- Column D: Totals for each category.

*****These figures will be transferred to the table on the first page of this application.*

Proposed Budget

Suggested List (not inclusive)	(A) Grant Dollars Requested	(B) Matching Funds (Cash)	(C) In-Kind Matching Support	(D) Total
Personnel Services (salaries, administration)		\$31,508 Code Enforcement staff salaries (avg. 10 %) \$1,500 Parks staff salaries rate/cleanup	\$93,993 HLO (100%) and Business Manager staff salary (2.5%)	\$127,001
Project Administration costs (clerical, advertising, graphics, printing, postage)		\$500 Camp posting signage. Any additional signage costs		\$500
Materials				\$0.00
Equipment/Supplies		\$2,028 POD rental for homeless individual's personal property storage \$7,680 Porta-potty maintenance and cleaning		\$9,708
Construction Costs				\$0.00
Event Costs				\$0.00
Transportation Costs	\$2,000 Fuel			\$2,000
Insurance Costs (if needed)				\$0.00
Additional Costs (List)	\$20,000 Contract with Kevin Dahlgren, LLC			\$20,000
	\$3,000 C&R Reforestation and Andres Landscape cleanup services	\$2,000 C&R Reforestation and Andres Landscape cleanup services		\$5,000
Totals (estimates)	\$25,000	\$45,216	\$93,993	\$164,209

2021MetroGrantCoverLetter

Item 7g.

2021-2022_grant_application_OCYS1



OREGON CITY YOUTH SPORTS

BASEBALL & SOFTBALL

Re: Oregon City Community Enhancement Grant 2021-2022

June 1, 2021

As the President of Oregon City Youth Sports (OCYS), I am asking for your consideration for the Oregon City Community Enhancement Grant for the 2021-2022 year for our youth baseball and softball program. OCYS is a 501(c)(3) non-profit organization (tax ID 93-0912648) that provides opportunities for children ages 5 – 14 to play baseball and softball on community teams. This year, OCYS supports 44 baseball and softball teams comprised of 506 players who reside mostly in the Beavercreek, Oregon City, and Redland areas. We serve the largest number of youth baseball/softball players in the state of Oregon.

We keep our registration costs affordable to provide opportunities for all youth in the area to play baseball and softball. We also offer needs-based scholarships, so kids aren't turned away if they can't afford the registration fees. Because of this, we don't have huge cash reserves for field improvements. Our registration fees are used to cover operating costs.

We are asking for a Community Enhancement Grant to install artificial turf on the fields at Wesley Lynn Park. For the 2021-2022 year, we will be doing phase one and installing turf on one field. We will install turf on the other field in a future phase.

Artificial Turf will be beneficial to our organization and to the City of Oregon City and the residents. In Oregon, we are often limited in the amount of time we can practice on fields due to the wet weather. Artificial turf on our fields will allow the youth in Oregon City more opportunities to be outside and stay active during the spring, summer and fall seasons. Artificial turf also requires less maintenance which will result in less time and money spent on the fields. By saving money on fields, OCYS will be able to continue to provide a quality baseball and softball program for our youth at an affordable price. In addition, artificial turf is safer for the kids in the community by providing a softer, more level field for playing baseball and softball.

We hope that you will support our organization and the youth of Oregon City by funding our project. Thank-you in advance for your consideration.

Sincerely,

George Lee

President of Oregon City Youth Sports (Baseball & Softball)



OREGON CITY



Metro

Enhancement Grant Program Application

Before filling out this form, please read the Enhancement Grant Program Information for complete submittal instructions and to be sure that your proposal qualifies for funding. Applications received after the deadline will not be accepted. Liability insurance coverage may be required. Limit answers to the space provided.

Title of Project Wesley Lynn Artificial Turf Project Phase One

Organization Oregon City Youth Sports (OCYS)

Is this a Non-Profit Organization? Yes X No

Non-Profit Federal tax exempt ID Number 93-0912648

Address PO BOX 878

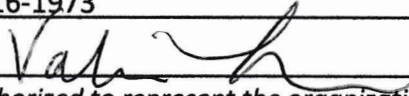
City, State, Zip Oregon City, OR 97045

Project Coordinator George Lee Phone 503-528-6933

Email gil917@hotmail.com

Chairperson of Governing Board (If Applicable) Valerie Lee

Phone 503-816-1973

Signature 

(The person authorized to represent the organization must sign the application with a digital signature or actual signature on a hard copy.)

*****Complete the budget sheet on page 7 first.**

Amount totals from that sheet will auto fill into this table

Grant Amount Requested:	\$	44,999
+ Matching Funds (Cash):	\$	15,000
+ In-Kind Matching Funds (See question #15):	\$	14,999
= Total Cost of Project:	\$	74,998

Proposal Information

1. Is this your first grant application to the Enhancement Grant Committee?

Yes _____ No X _____

2. Have you received an Enhancement Grant in the last 3 years? (Include past Metro Enhancement Grants)

Yes X _____ No _____

If yes, please describe the projects/programs for which you received funding.

In 2017, Oregon City Youth Sports received funding for two wirelessly controlled electronic scoreboards at Wesley Lynn Park. With the funding, we used our volunteer manpower to install the scoreboards at both fields at Wesley Lynn.

3. If you received an Enhancement Grant last year, what is the status of the project?

We did not receive funding last year.

4. Will this grant-funding request be used for the first phase of a project, with possible grant requests for future phases?

Yes X _____ No _____

If yes, please explain.

This grant-funding request will be for phase one of a two phase project. With the grant funding this year, we will replace the dirt infield on one of the baseball/softball fields at Wesley Lynn with turf. With the future phase, we will replace the dirt infield on the second baseball/softball field at Wesley Lynn Park.

5. Briefly describe the project for which you are requesting funds.

OCYS is requesting funds to replace the dirt infield on one field at Wesley Lynn Park with artificial turf.

6. Describe why this project was selected and the community need(s) to which it will respond.

This project was selected to benefit the youth of our community in Oregon City and to reduce the time and money spent in maintenance on the baseball/softball fields. Replacing the current dirt infield with turf will create more playing opportunity for youth baseball and softball players in our community. Turf infields can be played on when wet unlike traditional dirt infields, allowing northwest baseball and softball players many more playing opportunities on days following heavy rain.

Weather and usage also requires continuous maintenance both during the playing season and the off season. Installing artificial turf will eliminate the money and time our non-profit must provide for this upkeep.

Artificial turf also looks beautiful year-round without water and requires and very little maintenance. In addition, it is a safer surface because it is a softer and smoother surface, and will reduce the risk of injury that is inherent from a hard dirt surface.

7a. Identify and describe how this proposal meets one or more of the goals for funding within the enhancement area boundaries (check those below that apply and describe by item number below).

1. Result in significant improvement in the cleanliness of the City.
2. Increase reuse and recycling efforts or provide a reduction in solid waste.
3. Increase the attractiveness or market value of residential, commercial or industrial areas.
- ☒ 4. Result in rehabilitation or upgrade of real or personal property owned or operated by a nonprofit organization having 501(c)(3) status under the Internal Revenue Code.
5. Enhance new or existing wildlife, riparian zones, wetlands, forest lands or marine areas, and/or improve the public awareness and the opportunities to enjoy them.
- ☒ 6. Preserve or increase recreational areas and programs within the City.
- ☒ 7. Improve safety within the City.
8. Increase employment or economic opportunities for City residents.
9. Provide work, training opportunities, or other benefit to youth, seniors and low-income persons or underserved population.
10. Enhance art and culture within the City.

7b. List by item number from 7a and describe how the project meets each goal.

#4 – This project will be a significant upgrade for the baseball/softball fields at Wesley Lynn Park. These fields are primarily operated by OCYS which is a 501 (c)(3) Non-Profit Organization. Phase 1 of this project will install artificial turf on one field at Wesley Lynn Park and will provide a clean, beautiful, safe playing surface for the youth baseball and softball players of our community while allowing them to play sports and get exercise on more days than a traditional dirt infield.

#6 – This project will preserve the recreational baseball/softball fields at Wesley Lynn Park and allow for much easier maintenance, allow for many more playing days throughout the season that weather might otherwise not allow for, and reduce the field maintenance costs for OCYS and the City of Oregon City. This in-turn can allow for monies to be spent in other areas for our youth baseball and softball players and continue to keep our registration costs low to allow all the youth in Oregon City to participate.

#7 – Baseball and softball players, like all sports participants, assume some risk of injury while playing their sports. Dirt infields require constant maintenance to keep them level, playable and safe. Artificial turf is softer and stays level and even after installation, reducing injury risks to our youth.

8. Project Period: 3 months
 (Number of months in duration)
 Beginning Date: August 1, 2021
 Ending Date: November 1, 2021

9. What is the geographic area of Oregon City where the project will take place?

Wesley Lynn Park

10. How will the community benefit by your project? What is the estimated number of people affected and anticipated outcome(s)?

Phase one of this project will affect hundreds of kids per year for the foreseeable future. For the Spring 2021 season, we have 506 kids registered in our programs. OCYS and visiting baseball/softball teams will be able to practice and play on a beautiful, well maintained safe field in a variety of weather conditions for many years to come. This project will also affect the parent/adult volunteers in the community and reduce the time and financial obligation to complete maintenance on the fields.

11. What community resources will be used as support for this project (i.e. community, city-owned property, city departments, transportation services or other civic groups)?

This project will be supported by community volunteers, primarily parent and family volunteers with children playing baseball/softball for OCYS. The City of Oregon City will be assisting in field prep before the turf is installed.

12. Briefly describe prior experience managing similar projects, including any past enhancement projects.

OCYS has previously managed the installation of the two scoreboards (one at each baseball/softball field) at Wesley Lynn Park. This previous project required coordination between OCYS, Oregon City Parks Officials, Electrical Contractors, and volunteers.

This project was completed in a timely manner, looks great and has provided two great attractions for the sports fields at Wesley Lynn Park.

13. List anticipated project milestones and dates (e.g. groundbreakings, significant facility improvements, large gatherings of volunteers, public meetings, conferences, special activities and events).

N/A

14. An exit report will be required once the project is complete, per a signed Enhancement agreement. Describe the measurements you will use to assess the program/project effectiveness. In other words, how will the effectiveness of the program/project be tracked and evaluated (i.e. number of people served; improvements and/or beautification; number of volunteers attracted; amount of area cleaned or rehabilitated, etc.)? Be sure to describe project goals, changes and noticeable benefits that will come about as a result.

The goal of this project will be to replace the dirt infield on one of the sports fields at Wesley Lynn Park with artificial sports turf. One of the goals of this project is to be able to use the field during wet weather. We will be able to measure the additional field usage we are able to get with the field and the additional hours the youth of Oregon City are able to play baseball and softball outside. The noticeable benefits will be outdoor baseball/softball practices occurring earlier in the season and less game rainouts or game cancellations due to poor field conditions because of weather.

15. List sources of support for in-kind matching support (e.g. volunteer hours and donations). In order to estimate the value of donated volunteer time refer to the Enhancement Grant Program Information sheet for current value.

Item	Source of Support	Estimated Value (\$)
Labor	Volunteers	\$14,999
Monetary Contribution	OCYS	\$15,000

16. List all grants applied for in support of this project and commitments confirmed to date.

None

17. What is the percentage of Enhancement will be used for personnel services or administrative costs? 0 %

18. Will the administrator be a paid position? Yes _____ No X

19. Proposed Budget—on the following page please complete the proposed budget. Modify line items as needed to reflect proposed expenses.

- Column A: Show grant monies needed for the program/project.
- Column B: Show cash matching funds.
- Column C: Show donations or in-kind volunteer labor (from question 15).
- Column D: Totals for each category.

*****These figures will be transferred to the table on the first page of this application.*

Proposed Budget

Suggested List (not inclusive)	(A) Grant Dollars Requested	(B) Matching Funds (Cash)	(C) In-Kind Matching Support	(D) Total
Personnel Services (salaries, administration)	\$0	\$0	\$0	\$0
Project Administration costs (clerical, advertising, graphics, printing, postage)	\$0	\$0	\$0	\$0
Materials	\$19,000	\$15,000	\$0	34,000
Equipment/Supplies	\$0	\$0	\$0	\$0
Construction Costs	\$25,999	\$0	\$14,999	\$40,998
Event Costs	\$0	\$0	\$0	\$0
Transportation Costs	\$0	\$0	\$0	\$0
Insurance Costs (if needed)	\$0	\$0	\$0	\$0
Additional Costs (List)				
Totals	\$44,999	\$15,000	\$14,999	\$74,998



OREGON CITY



Metro

Enhancement Grant Program Application

Before filling out this form, please read the Enhancement Grant Program Information for complete submittal instructions and to be sure that your proposal qualifies for funding. Applications received after the deadline will not be accepted. Liability insurance coverage may be required. Limit answers to the space provided.

Title of Project "South Art Corner"

Organization Soulflags (Art Lit Community Center)

Is this a Non-Profit Organization? Yes x No

Non-Profit Federal tax-exempt ID Number 83-2178648

Address 504 Main Street

City, State, Zip Oregon City, OR 97045

Project Coordinator Tima Carlson Phone 503-405-9776

Email soulflagsartlit@gmail.com

Chairperson of Governing Board (If Applicable) Heather Warren

Phone 503-405-9776

Signature Tima Carlson

(The person authorized to represent the organization must sign the application with a digital signature or actual signature on a hard copy.)

*****Complete the budget sheet on page 7 first.**

Amount totals from that sheet will auto fill into this table

Grant Amount Requested:	\$	\$5,200
+ Matching Funds (Cash):	\$	\$520
+ In-Kind Matching Funds (See question #15):	\$	\$5,795
= Total Cost of Project:	\$	\$11,515

Proposal Information

1. Is this your first grant application to the Enhancement Grant Committee?

Yes ☒ No ☐

2. Have you received an Enhancement Grant in the last 3 years? (Include past Metro Enhancement Grants)

Yes ☐ No ☒

If yes, please describe the projects/programs for which you received funding.

3. If you received an Enhancement Grant last year, what is the status of the project?

N/A

4. Will this grant-funding request be used for the first phase of a project, with possible grant requests for future phases?

Yes ☐ No ☒

If yes, please explain.

5. Briefly describe the project for which you are requesting funds.

Soulflags (Art Lit Community Center) would like to create an "Art Corner" at the south intersection of Hwy 99E and Main Street. The "Art Corner" would consist of painting the walls exposed along Hwy 99E at 504 Main Street and designating the area as the "Art Corner", installing mosaics, creating a "selfie-station" area to take photos and having access to art gallery(ies) and classes.

Soulflags will be working with Three River Artists Guild at the Festival of the Arts in August, coordinating and implementing the "kids corner". Soulflags will be working with youth to create mosaic murals, having students paint with glazes individual 6"x6" tiles of well-known famous paintings altered to reflect an Oregon City icon (ie. Starry Night with Oregon City Elevator in background, etc.). The individual tiles will be mortared onto 3' x 5' concrete backer board, creating a mosaic image of the well-known famous painting with a special, unique twist of adding a famous Oregon City landmark or image. The mosaics can be available for display but eventually being permanently placed on the building located at 504 Main Street. Soulflags will also paint the walls facing 99E supporting the mosaics design. The corner of the building will also have an area for "selfie station" on the exterior (butterfly wings) and interior to bring foot traffic onto the south side of Main Street.

6. Describe why this project was selected and the community need(s) to which it will respond.

This "Art Corner" was selected because the corner of 99E and Main Street, especially the south side, does not have as much foot traffic as the north side. There is no art or color displayed on the buildings as well. We want this area to be known as the "Art Corner" because this community needs an art center and Souflags strives to be that, offering a resource for all to access the arts. With the development of the Blue Heron Mill, we feel adding some color to the existing Main Street, especially the intersection of 99E and Main Street, will lift up and bring a new and much needed change beneficial for the community and intersection.

Murals, and in this instance mosaics, create vibrant neighborhoods that people want to visit, live in and take care of. Murals encourage people to slow down and admire their surroundings. They create important conversations and expand thought. They tell the communities story, create a unique experience, engage citizens, increase foot traffic and tourism, increase appreciation of the arts and artists and increase overall attractiveness of the city and surrounding area. The altering of famous works of art like Van Gogh, Monet, Andy Warhol, Alma Woodsey-Thomas to include well known landmarks/icons of Oregon City (Arch Bridge, Elevator, John McLoughlin, Willamette Falls), will create curiosity, excitement and understanding of artists and our community.

7a. Identify and describe how this proposal meets one or more of the goals for funding within the enhancement area boundaries (check those below that apply and describe by item number below).

- x 1 Result in significant improvement in the cleanliness of the City.
- 2. Increase reuse and recycling efforts or provide a reduction in solid waste.
- 3. Increase the attractiveness or market value of residential, commercial or industrial areas.
- 4. Result in rehabilitation or upgrade of real or personal property owned or operated by a nonprofit organization having 501(c)(3) status under the Internal Revenue Code.
- 5. Enhance new or existing wildlife, riparian zones, wetlands, forest lands or marine areas, and/or improve the public awareness and the opportunities to enjoy them.
- x 6. Preserve or increase recreational areas and programs within the City.
- 7. Improve safety within the City.
- 8. Increase employment or economic opportunities for City residents.*
- x 9. Provide work, training opportunities, or other benefit to youth, seniors and low-income persons or underserved population.*
- x 10. Enhance art and culture within the City.

7b. List by item number from 7a and describe how the project meets each goal.

- 1. Creating this project on the existing plain blank walls will enhance the Main Street and 99E intersection by adding an area of urban art to visit, keeping surfaces free from vandalism and creating visual cues to residents that the place they call home is desirable. Existing blank walls within that intersection add to the drab industrial surroundings of the nearby Blue Heron Mill. Adding beauty to the building will in turn add beauty to the surrounding area and intersection.
- 6. Soulflags, a 501(c) 3 non-profit, offers an Art Lit Program to all within the community including school districts, providing the means to organize and implement a volunteer-based art program within the schools. Soulflags compiles the data/resources, provides training and assists with budgets, working with parent organizations to fund this program with a workable budget.

9. The mission of Soulflags is to promote artistic expression and entrepreneurship through our community workspace. We focus on creating an opportunity for youth and aspiring artists to be exposed to different art styles and art media. We strive to become a resource for the community, community organizations and schools a place to work and learn. Item 7g.
10. Creating the "Art Corner" will enhance the City by adding color and an artistic setting to a blank setting and surrounding area. Murals have the opportunity to tell the community's story, create a unique experience, engage citizens, increase foot traffic/tourism, appreciation for the arts and artist and increase overall attractiveness of the space and community.

8. Project Period: 10 months
(Number of months in duration)
Beginning Date: July 12, 2021
Ending Date: June 30, 2022

9. What is the geographic area of Oregon City where the project will take place?
Downtown along Main Street at the intersection of Hwy 99E and Main Street on the southeast corner.

10. How will the community benefit by your project? What is the estimated number of people affected and anticipated outcome(s)?
Bringing mosaic murals and an art corner to the community connects people, encourages people to participate. Art gives people an opportunity to express their feelings, relieve tension, creates culture, stimulates business, drives tourism, inspires young minds. Art Community Centers celebrate arts and culture, unite people together, provide entertainment and education and give people an outlet for their creativity. We estimate the entire city population of Oregon City will benefit by having this project and center, along with all the people who drive daily by the intersection of Hwy 99E and Main Street, seeing the beauty of art instead of blank walls.
11. What community resources will be used as support for this project (i.e. community, city-owned property, city departments, transportation services, or other civic groups)?
The following community owned businesses will be used as support for this project:
Georgie's, Valley View Ceramics, Sherwin Williams, Home Depot, etc.

In addition, Soulflags will work closely with city departments in the instance permits of any sort are needed to create the "Art Corner".

Item 7g.

12. Briefly describe prior experience managing similar projects, including any past enhancement projects.

Soulflags lead volunteers were directly involved in the organizing, implementation and creation of several mosaic images and large size student projects within Holcomb Elementary School. Several projects included a large mural within the cafeteria setting where volunteers work with an Artist in Residence who created the design and volunteers worked with students to paint individual areas. Volunteers also worked with an Artist in Residence to create ceramic tiles and mosaic of Holcomb's school sign. Volunteers worked with students to create tiles out of ceramics, paint tiles with glazes, fired ceramics and organized/worked with Valley View Ceramics to assist in firing tiles, construction and installation on school walls.

13. List anticipated project milestones and dates (e.g. groundbreakings, significant facility improvements, large gatherings of volunteers, public meetings, conferences, special activities and events).

July 12 - purchase of tiles

July 23-25 - drawing designs on tiles

August 14-15 - Festival of the Arts - community involvement painting of tiles with glazes

End of August - End of September - firing tiles on site and at Valley View Ceramics

September 2021 - March 2022 - creating mosaics

March 2022 - painting wall

April - June 2022 - installation

14. An exit report will be required once the project is complete, per a signed Enhancement agreement. Describe the measurements you will use to assess the program/project effectiveness. In other words, how will the effectiveness of the program/project be tracked and evaluated (i.e. number of people served; improvements and/or beautification; number of volunteers attracted; amount of area cleaned or rehabilitated, etc.)? Be sure to describe project goals, changes and noticeable benefits that will come about as a result.

Soulflags will document/measure the number of community members and their approximate age groups of those that were involved in the creation/design, glazing at Festival of the Arts weekend event, firing, and installation of mosaics created by volunteers. Soulflags goal is to have several hundreds of community members, primarily youth, glaze the tiles at the Festival of the Arts weekend event. In addition, Soulflags will bring tiles for glazing at the Oregon City Saturday Market. These events will create excitement and marketing for the enhancement plan of the south "Art Corner" along Main Street.

15. List sources of support for in-kind matching support (e.g. volunteer hours and donations). In order to estimate the value of donated volunteer time refer to the Enhancement Grant Program Information sheet for current value.

Item	Source of Support	Estimated Value (\$)
Exterior Paints	Sherwin Williams/Donation	\$1,000
Concrete Backer Board	Home Depot /Donation	\$50
Scissor Lift	Pioneer Rental /Donation	\$110
Painting	Volunteer	\$880
Glazing with Community	Volunteer	\$880
Creating Mosaic	Volunteer	\$1,100
Firing	Volunteer	\$1,100

Installation Volunteer \$110

16. List all grants applied for in support of this project and commitments confirmed to date.

On-Point Community Credit Union- applied for \$10,000 grant , no confirmation as of 6/1/21

17. What is the percentage of Enhancement will be used for personnel services or administrative costs? 7.7 %

18. Will the administrator be a paid position? Yes _____ No ^x _____

19. Proposed Budget—on the following page please complete the proposed budget. Modify line items as needed to reflect proposed expenses.

- Column A: Show grant monies needed for the program/project.
- Column B: Show cash matching funds.
- Column C: Show donations or in-kind volunteer labor (from question 15).
- Column D: Totals for each category.

*****These figures will be transferred to the table on the first page of this application.*

Proposed Budget

Suggested List (not inclusive)	(A) Grant Dollars Requested	(B) Matching Funds (Cash)	(C) In-Kind Matching Support	(D) Total
Personnel Services (salaries, administration)	\$1,500			\$1,500
Project Administration costs (clerical, advertising, graphics, printing, postage)	Poster for Festival of the Arts - \$250 Media = \$250		\$250	\$750
Materials	Bisque Tile - \$500 Mastic - \$500 Grout - \$500		Backer Board - \$50 Paints - \$1,000	\$2,550
Equipment/Supplies	Anchors - \$200 Wood - \$1,000	Spray Painter - \$120	Scissor Lift - \$110	\$1,430
Construction Costs	Valley View Firing - \$250		\$4,070 Internal Firing - \$250	\$4,570
Event Costs	\$250			\$250
Transportation Costs			\$65	\$65
Insurance Costs (if needed)		\$400		\$400
Additional Costs (List)				
Consultants/trainers				
Totals	\$5,200	\$520	\$5,795	\$11,515

* A letter of support from Three Rivers Artist Guild can be prepared upon request.



OREGON CITY



Metro

Enhancement Grant Program Application

Before filling out this form, please read the Enhancement Grant Program Information for complete instructions and to be sure that your proposal qualifies for funding. Applications received after the deadline will not be accepted. Liability insurance coverage may be required. Limit answers to the space provided.

Title of Project Oregon City Mural Project

Organization: Three Rivers Artist Guild

Is this a Non-Profit Organization? Yes X No

Non-Profit Federal tax-exempt ID Number 20-8808898

Address PO 2648

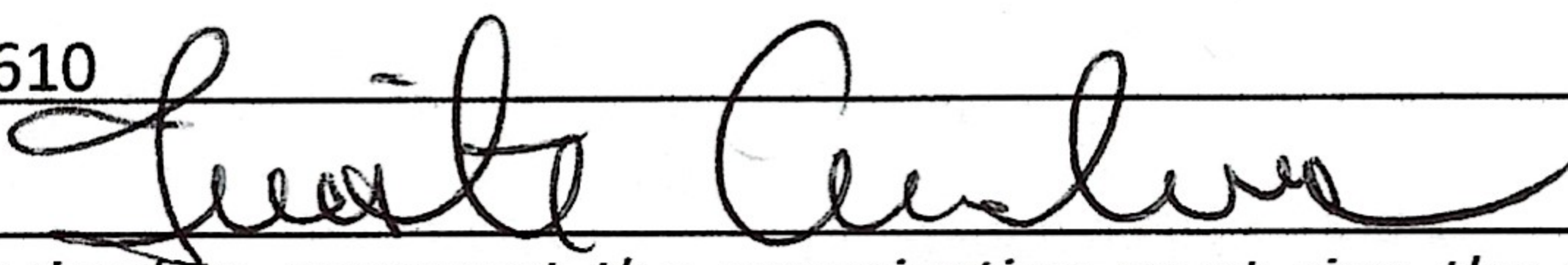
City, State, Zip Oregon City, OR 97045

Project Coordinator Trieste Andrews Phone 971-322-8610

Email trieste.andrews@gmail.com

Chairperson of Governing Board (If Applicable) Trieste Andrews, president of TRAG

Phone 971-322-8610

Signature 

(The person authorized to represent the organization must sign the application with a digital signature or actual signature on a hard copy.)

*****Complete the budget sheet on page 7 first.**

Grant Amount Requested:	\$	18690
+ Matching Funds (Cash):	\$	2000
+ In-Kind Matching Funds (See question #15):	\$	6275
= Total Cost of Project:	\$	26965

Proposal Information

1. Is this your first grant application to the Enhancement Grant Committee?

Yes _____ No X _____

2. Have you received an Enhancement Grant in the last 3 years? (Include past Metro Enhancement Grants)

Yes X _____ No _____

If yes, please describe the projects/programs for which you received funding.

The Storefront Art Gallery and Event Project (SAGE) was designed to bring Art and exposure to vacant available space in Oregon City. The Grant application was two-fold: 1. Bring more exposure to vacant retail space by installing art pieces in windows and 2. hold pop up art events for the community to support local businesses and artists. Large pieces of art replaced vacant retail space windows that were either covered with brown paper, or empty. Originally TRAG had planned 4 pop up art events over the space of one year. Due to COVID, this was not possible, but we did hold one pop-up art event in May adhering to the OHA regulations for an outside marketplace and event.

3. If you received an Enhancement Grant last year, what is the status of the project?

We are nearing completion of the grant. The last storefront is being installed in June, and the Pop-Up Art Event was completed on May 8th. We installed 26 Art pieces on 9 different sites from September 2020 – June 2021. We have used all the grant money and will be requesting our last 25% with all required invoicing and reporting.

4. Will this grant-funding request be used for the first phase of a project, with possible grant requests for future phases?

Yes _____ No X _____

If yes, please explain.

Although this particular grant will fund 2 mural projects to completion, if allowed, TRAG may request more for murals in the future.

5. Briefly describe the project for which you are requesting funds.

TRAG is requesting funds for one mural restoration and one new mural in Oregon City. The mural code and process is still in its final stages. The Commissioners have voted in a new code to allow murals, and the process for murals is now being finalized. We have been told that it will be completed by late spring/early summer and our goal is to have some funding in place as soon as we receive permission to proceed.

In 2020 TRAG distributed a survey online to the public for support for murals. We received over a 100 positive responses which were then forwarded to the City commissioners. One of the questions was if they would be interested in having a mural on their place of business, and 18 responded yes. TRAG chose 2 sites for this grant that each have its own unique requirements. One is a restoration and the other is a new mural. We have received permission from each property owner to install a mural, have completed surveys for planning and budget, and have notified Aaron Parker from the City for possible additional permit requirements. If by chance we need to replace that site with another, it will be an easy process.

The Two Sites are:

A. The Restoration of the Don Pepe's Trolley Car mural at 705 Main Street.

The original mural is extremely deteriorated. It presents an eyesore on Main Street and was one of our priorities when deciding on what to choose for funding. It is the more difficult piece to complete but after careful surveying and discussing the project with a professional muralist, we have put the following plan together:

Prep work to repair the wall will be required before painting begins. Due to the height of the mural and the size of the sidewalk, a scissor lift or scaffolding will be required. The sidewalk will need to be shut down and a possible partial street incursion. Aaron Parker from City Public Works Engineering has been made aware of this for permit requirements. Cones, tape and permits will be included in costs. Other costs include wall repair materials, paint, brushes, UV protective coating and spray equipment. Artist, TRAG and owner will be responsible for insurance coverage as required.

Approximate timeline for prep, painting, and sealing will be one week.

B. The Trails End Saloon at 1320 Main Street

The Trails End Saloon site is a historical landmark of Oregon City. The saloon's original building was built around 1880 and was the city's first grocery store. It suffered a fire in 1905 and was rebuilt in 1910. In the ensuing years it operated as a grocery store, Chinese restaurant and several different saloons.

The Trails End has just reopened with new owner Jenny Andersen. Jenny is excited to have a mural installed that would act as an interactive site for visitors and tourists. The idea is to have a mural depicting a Blues/Music group that visitors could take a photo opportunity with. The mural would be installed on the front of the building facing Main Street. The traffic going to Corner 14 and the musical performances that the Trails End offers will give great exposure for Oregon City and tourism for our city.

After surveying and meeting with the Owner, it was determined that the current wall is not suitable to be painted directly on. The mural will be painted on 6 MDO panels and then

securely fastened over the existing wall. TRAG will work with the owner to determine supporting structures to adhere the panels on to. Owner will donate cost involved in providing additional supporting structure. Additional costs provided for through the grant include:

6 MDO panels, paint and brushes, UV/anti-graffiti coating with spray equipment, and mounting hardware. Aaron Parker from City Public Works has been notified regarding any potential permit requirements. Sidewalk requires a 4' wheelchair access space which it has so no City permits are required for this project. Wall is only 8' high so will not require scaffolding or a scissor lift. Artist, TRAG and owner will be responsible for insurance coverage as required.

Because the mural will be painted on 6 boards off site, the timeline for the actual installation will only be a matter of hours. A reveal party will be planned for this mural.

6. Describe why this project was selected and the community need(s) to which it will respond. As noted above, the deteriorated mural at 705 Main Street presents an eyesore to Main Street, and the restoration of it would greatly benefit not only the space, but Main Street as well.

Also noted above, the Trails End is a historic landmark of Oregon City. The opportunity to highlight the space and give exposure to it would be benefit to the economy and tourism of Oregon City. Visitors could take selfies with the mural and given an incentive to post on social media that they are in Oregon City as the Trails End Saloon.

7a. Identify and describe how this proposal meets one or more of the goals for funding within the enhancement area boundaries. Indicate which of the following outcome(s) your project will achieve.

Highlighted in Blue:

- 1 Result in significant improvement in the cleanliness of the City.
2. Increase reuse and recycling efforts or provide a reduction in solid waste.
3. Increase the attractiveness or market value of residential, commercial or industrial areas.
4. Result in rehabilitation or upgrade of real or personal property owned or operated by a nonprofit organization having 501(c)(3) status under the Internal Revenue Code.
5. Enhance new or existing wildlife, riparian zones, wetlands, forest lands or marine areas, and/or improve the public awareness and the opportunities to enjoy them.
6. Preserve or increase recreational areas and programs within the City.
7. Improve safety within the City.
8. Increase employment or economic opportunities for City residents.
9. Provide work, training opportunities, or other benefit to youth, seniors and low-income persons or underserved population.
10. Enhance art and culture within the City.

7b. Describe how the project meets the selected goal(s).

As noted above, the restoration of the mural on Main Street, and a new mural at the Trails End will

offer an aesthetically pleasing appearance to Oregon City. It will increase the exposure for the two sites, and attract visitors to both the City and the businesses where they will be installed - A win-win for the local business owner and the City of Oregon City

8. Project Period: _____
 (Number of months in duration)
 Beginning Date: As soon as the mural code is finalized – hopefully summer of 2021
 Ending Date: 6/30/2022

9. What is the geographic area of Oregon City where the project will takeplace?

As noted above – 705 Main Street and 1320 Main Street

10. How will the community benefit by your project? What is the estimated number of people affected and anticipated outcome(s)?

As noted above, it will draw visitors to both sites, and represents the beginning of reinstating murals back to Oregon City. A reveal party or even a space where the public can watch the mural in progress can be integrated into the project. All these ideas can be marketed on social media to draw more visitors to Oregon City and benefit tourism.

11. What community resources will be used as support for this project (i.e., community, city- owned property, city departments, transportation services, or other civicgroups)?

TRAG has been working closely with Liz Hannum Director from Downtown Oregon City Association, Victoria Meinig CEO of the Chamber of Commerce, and Gail Yazzolino from the End of the Trail Interpretive Center in the planning and creation of murals in Oregon City. As noted above, our goal is to have funding in place as soon as the mural code and process is finalized. We are excited to have 18 people who stated that they would be like to have a mural installed at their place of business when we conducted the Mural survey. Back-up site for murals were considered when writing this particular grant. If there are changes to either of these sites, the figures and plans could easily be transferred to a different site.

Other Community support and partners include: James Graham Economic Developer, Matthew Weintraub Tourism Specialist and Laura Terway Community Development Director who were integral in bringing the Mural code revision to fruition; Aaron Parker Engineer from Public Works who helped us with code and permit information, and Jeff Jorgensen Facility Manager with Clackamas County who we contacted for a future mural for the wall at Liberty Plaza.

Additionally, we have been in discussions with various art organizations for their help and future

involvement. These include: Tammy Jo Wilson from Art in Oregon, Kevin Yell and Diane Alves from Clackamas County Arts Alliance, Paul Newman Executive Director from the Toppenish Chamber of Commerce, Katinka Bryk from Estacada Mural Committee, and Tiffany Conklin from Executive Director from the Portland Street Art Alliance.

12. Briefly describe prior experience managing similar projects, including any past enhancement projects.

TRAG has initiated and managed a variety of projects throughout Oregon City. These include: the Women's Heritage figures with the Clackamas Historical society where 9 life-size murals of women were created and distributed in Clackamas County, the Paint by Number Project, an interactive community mural project at the First City Celebration in 2019, the Spring Fling Art Festival this past May and the 5th annual Oregon City Festival of the Arts taking place this year on August 14 and 15.

More specifically, Cathy Rowe from TRAG has been an integral part in the planning and submission of this grant. Cathy has over 10 years of experience creating and managing murals in California, and conducted the surveys, created a plan, and created a budget for the two mural projects presented in this grant application.

13. List anticipated project milestones and dates (e.g., groundbreakings, significant facility improvements, large gatherings of volunteers, public meetings, conferences, special activities and events).

List of Milestones:

- Upon notice of award, a meeting will take place to determine best time and order of completion for the restoration at 705 Main Street, and the new mural at Trails End Saloon
- For each of these sites, a timeline will be planned for Prep work, City notification for permits and potential sidewalk shutdowns, the mural itself, and a celebratory reveal at the end. The Owners of the properties will be involved in the planning and mural subject
- An artist will be selected
- Work will commence according to the timeline
- A Celebratory reveal or "Watch the Mural being painted" will be held in partnership with the owners.

14. An exit report will be required once the project is complete, per a signed Enhancement agreement. Describe the measurements you will use to assess the program/project effectiveness. In other words, how will the effectiveness of the program/project be tracked and evaluated (i.e., number of people served; improvements and/or beautification; number of volunteers attracted; amount of area cleaned or rehabilitated, etc.)? Be sure to describe project goals, changes and noticeable benefits that will come about as a result.

- A picture of the mural will be professionally taken and archived for historical value
- Any required original plans and artwork for the mural will be preserved
- A "Lessons Learned" meeting will take place after the completion of each mural to document best practices for future murals

TRAG will count the number of people who attend the Reveal/Watch parties upon completion, and distribute surveys for community interaction and support. A questionnaire will be included on what the public would like to see for future murals.

15. List sources of support for in-kind matching support (e.g., volunteer hours and donations). In order to estimate the value of donated volunteer time refer to the Enhancement Grant Program Information sheet for current value.

Item	Source of Support	Estimated Value (\$)
Volunteer Hours – 200 Hrs@\$27.20 100 hrs per project	TRAG	5440
Construction for support frame	Owner	700
Events	Owner \$750 from Owner and \$1250 from TRAG	2000
Transportation of panels	Market Contractors	135

16. List all grants applied for in support of this project and commitments confirmed to date.

A financial grant of \$750 has been committed by Jenna Edginton, owner of 705 Main Street whose grandfather is depicted as the trolley car conductor in the mural that is being restored. An additional \$1250 will be funded by TRAG.

17. What is the percentage of Enhancement will be used for personnel services or administrative costs? _____ 5% of the grant amount

18. Will the administrator be a paid position? Yes _____ No X _____

19. Proposed Budget—on the following page please complete the proposed budget. Modify line items as needed to reflect proposed expenses.

- Column A: Show grant monies needed for the program/project.
- Column B: Show cash matching funds.
- Column C: Show donations or in-kind volunteer labor (from question 15).
- Column D: Totals for each category.

*****These figures will be transferred to the table on the first page of this application.*

Attachments to this Grant Application:

- Email correspondence with Aaron Parker regarding City permits and regulations for installations
- Support Letter from Liz Hannum, DOCA
- Support Letter from Jenna Edginton, Owner of 705 Main Street space
- Support Letter from Gail Yazzolino, End of the Oregon Trail Interpretive Center
- Support Letter from Victoria Meinig OC Chamber of Commerce

:

Proposed Budget

Suggested List (not inclusive)	(A) Grant Dollars	(B) Matching Funds (Cash)	(C) In-Kind Matching	(D) Total
Personnel Services (salaries, administration) Artists' payments	\$4000 \$4800		\$5440 Volunteer Hours (200 x \$27.20)	\$14240
Project Administration costs (clerical, advertising, graphics, printing, postage)	\$1000 Admin \$750 advertising			\$1750
Materials	\$1000 \$3600			\$4600
Equipment/Supplies	\$2200 Scissor lift			\$2200
Construction Costs			\$700 Support frame	\$700
Event Costs	\$1,000	\$2000		\$3000
Transportation Costs			\$135 Transport Panels to and from artist	\$135
Insurance Costs (if needed)				
Additional Costs (List)	\$340 Permits			\$340
Consultants/trainers				
Totals	\$18690	\$2000	\$6275	\$26965



Trieste Andrews <trieste.andrews@gmail.com>

Possible permit requirements

4 messages

Trieste Andrews <trieste.andrews@gmail.com>

Thu, May 20, 2021 at 10:47 AM

To: Aaron Parker <aparker@orccity.org>

Cc: Cathy Rowe <cathyrowe.art@gmail.com>

Hi Aaron - the Three Rivers Artist Guild is applying for funding for murals through the Metro Enhancement Grant. One of the requirements is to confirm possible permits for the proposed project. I realize that the mural code is still being finalized, and there may be additional permits for the mural itself, but I wanted to run the project by you to see if there is anything else we need to take into consideration. Here are the 3 sites:

New mural at Liberty Plaza - the wall behind the stage: 28w x 12' H

Scaffolding or lift will be required due to the height. However, it is out of the way of the public and will not be interfering with pedestrian or vehicle traffic..

Restoration of current mural at Don Pepe's 705 Main Street

A scissor lift will be required. Some sidewalk closures will be required, either partial or street parking incursion.

Trails End Saloon 1320 Main Street 24w x 8'H

The sidewalk almost seems double the ones on Main Street. Not sure if we will need to make any accommodations for pedestrian traffic as the mural is prepped and painted.

The grant deadline is June 1st. Let me know if you have any questions or need additional info. Thank you!

--

Trieste Andrews

971-322-8610

"Art enables us to find ourselves and lose ourselves at the same time."

Thomas Merton

Aaron Parker <aparker@orccity.org>

Fri, May 21, 2021 at 9:36 AM

To: Trieste Andrews <trieste.andrews@gmail.com>

Cc: Cathy Rowe <cathyrowe.art@gmail.com>, Josh Wheeler <jwheeler@orccity.org>

Hi Trieste,

Sidewalk closure to paint murals will require Right-of-Way General permits. As the work is downtown, you will need to provide a closure and detour plan. The plan needs to conform with the [ODOT Temporary Traffic Control Handbook for Operations of 3 Days or Less](#) and [MUTCD](#) Chapter 6. I can provide more information on what we'll need to see in the sidewalk plan at the time of permitting. You will also complete the attached application form. The permits (per site) incur fees of \$340.

Thank you for working with Planning on any plan cases needed for the murals.

Thank you,



Aaron Parker, PE

Engineering Technician
II

aparker@orcity.org
503-496-1560 Direct
503-657-0891 City Hall

503-657-7026 Fax

City of Oregon City
Public Works
Engineering

625 Center Street
Oregon City, Oregon
97045

Website: www.orcity.org | webmaps.orcity.org | Follow us on: [Facebook!](#)[Twitter](#)

Think **GREEN** before you print.

The City of Oregon City is open for business and continues to offer services and programs online and virtually. Some City facilities are open to the public, find current openings here, we encourage visitors to wear a mask, practice physical distancing, and reschedule in-person visits if you are feeling unwell.

The City has installed additional shielding and is providing hand sanitizer as well as occupancy limits to ensure our staff and visitors have a safe, no touch experience. Our goal is to be responsive to our community throughout this pandemic; we appreciate your understanding and cooperation.

Engineering Development Services Public Counter Hours at City Hall at 625 Center Street are 9:00 AM to 4:00 PM Monday through Thursday. We are available for in-person discussions on Friday by appointment only.

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

[Quoted text hidden]

 **Right of Way Permit vers 2019-08-07 fillable.pdf**
330K

Trieste Andrews <trieste.andrews@gmail.com>

Fri, May 21, 2021 at 9:46 AM

To: Aaron Parker <aparker@orcity.org>

Cc: Cathy Rowe <cathyrowe.art@gmail.com>, Josh Wheeler <jwheeler@orcity.org>

Thanks Aaron - just to confirm - it looks like the only sidewalk we will need to close is the one at Don Pedros - 705 Main street. The Liberty Plaza and the Trails End Saloon both look like they would not affect pedestrians. Liberty Plaza for sure, and the sidewalk in front of Trails End looks about double the size than a standard downtown sidewalk and we do not require scaffolding for this.

Thank you!

[Quoted text hidden]

Aaron Parker <aparker@orcity.org>

Fri, May 21, 2021 at 9:54 AM

To: Trieste Andrews <trieste.andrews@gmail.com>

Cc: Cathy Rowe <cathyrowe.art@gmail.com>, Josh Wheeler <jwheeler@orcity.org>

Hi Trieste,

Thanks for the update. So long as pedestrians including ADA users can access the sidewalk at Trails End Saloon during painting without being impacted, no closure is required. Per ADA standards, a 4-foot-wide unobstructed path is required to be maintained. From what you described, the Liberty Plaza painting is on private (County) property and does not impact users of the public right-of-way (sidewalk) there. If this is all accurate, only one permit with closure and detour plan is required for the Don Pepe's mural.

[Quoted text hidden]



April 21, 2021

TO: Metro Enhancement Grant Committee
Oregon City, Oregon

Subject: Three Rivers Artist Guild's Mural Application

This letter is in support of the Mural project application from the Three Rivers Artist Guild for the Metro Enhancement Grant.

DOCA and TRAG have proven to be great partners for various events in Oregon City. Some of our past collaborations include: the Paint by Numbers project at First City Celebration, the Before I die... wall at Liberty Plaza, the incredible Thriller Flash Mob dance at the Halloween Crawl, Storefront Arts Gallery and Events Project, and the "She Flies with her Own Wings" women's heritage figures.

DOCA and TRAG met close to two years ago to discuss bringing murals back to Oregon City and how to proceed. DOCA, the Chamber of Commerce, and TRAG all distributed an electronic survey and support letter to their memberships, and over 100 support letters were collected with 18 sites that wanted a mural at their place of business. We were fortunate to have James Graham, Economic Development Manager and Matthew Weintraub, Tourism Specialist support this initiative with us.

Since hearing that murals can once again be installed in Oregon City, DOCA and TRAG have met numerous times to discuss potential locations and costs of completion. The restoration of the Trolley mural is the highest priority because of the state of its deterioration and a new installation at the Trails End Saloon can brighten up a corner of the City that has been neglected but it starting to come back to life. DOCA has been happy to share any needed information and contact information with TRAG for this project. Funding from the Metro Enhancement grant for these two murals would be a great asset for downtown, and we commit to an ongoing partnership with the Three Rivers Artist Guild to move this project forward.

Sincerely,
Liz Hannum
Executive Director
Downtown Oregon City Association

2021 Board

President

Zach Stokes

Vice President

Denyse McGriff

Treasurer

Ray Stobie

Secretary

Brian Slack

Board Members

Gene Gligorea

Stacia Hernandez

Kelli Upkes

Victoria Meinig

Executive Director

Liz Hannum

814 Main Street, Oregon City, OR 97045 | info@downtownoregoncity.org | p 503.802.1640

Taxpayer ID: 26-2907232

Downtown Oregon City Association is a 501(c)(3) non-profit that leads revitalization efforts of Oregon City's 175r-old downtown.

Jenna Edginton
5627 River Street
West Linn, OR 97068

May 25, 2021

To: Metro Enhancement Grant Committee
Oregon City, Oregon 97045

Subject: Three Rivers Artist Guild's Mural Application

To Whom It May Concern:

This letter is in support of the Mural project application from the Three Rivers Artist Guild for the Metro Enhancement Grant.

As owner of the space located at 705 Main Street, I am particularly excited about the potential restoration of the Trolley Car mural originally created in 1992. The mural actually depicts my grandfather as the Trolley car conductor and holds a special place in my family's history. Over the years, the piece has deteriorated and although I have inquired about funding in the past, sadly I have not been able to secure financing for a restoration. A city supported grant given to a non-profit arts organization to restore the mural would be a wonderful solution.

I have also given my support to the Three Rivers Artist Guild for a portion of the in-kind and cash donation required by the grant application. I am excited about the potential restoration and to see my grandfather once again smiling onto Main Street.

Thank you for your consideration,

Jenna Edginton
Owner, 705 Main Street
Oregon City, Oregon





End of the Oregon Trail Interpretive & Visitor Information Center

May 25, 2021

TO: Metro Enhancement Grant Committee
Oregon City, OR 97045

RE: Three Rivers Artist Guild's, TRAG, Metro Enhancement Grant Opportunity

Dear Metro Grant review board:

This letter is in support of TRAG Mural project, and application for Metro Enhancement Grant support.

TRAG and EOTC have partnered on various projects over the years; primarily the Oregon City Festival of the Arts which takes place every year at EOT. We keep each other up to date with our events, projects and any way we think we can collaborate. We share the value of Art, Culture and Heritage. Recently Trieste and I discussed a potential mural at Liberty Plaza. The vision was to have an inclusive diverse depiction of Oregon City's authentic history. I was excited about the opportunity to provide connections since my organization has been partners with the Confederated Tribes and Oregon's Black Pioneers for the last ten years. We are committed to telling the whole story related to the Westward Migration in the mid 1800's. We support and are hopeful all of Oregon City will tell the whole story that relates to their history and timeline.

Although the mural at Liberty Plaza could not be included in TRAG's application for the Metro Enhancement grant due to time constraints and insufficient matching donations, I am in full support for the two murals they are seeking funding for – the restoration of the Trolley car at 705 Main Street, and a new mural at the Trails End Saloon. I believe these two projects are a great start to kick off the installation of murals once again in Oregon City. I have hope that a unique creative mural will enhance the wall at Liberty Plaza, sometime soon.

Sincerely,

Gail Yazzolino
Executive Director

Dan Fowler
Clackamas Heritage Partners, Board Chair

End of the Oregon Trail Interpretive & Visitor Information Center
Historic Oregon City, Clackamas Heritage Partners
1726 Washington Street, Oregon City, OR 97045

PO Box 516
Oregon City OR 97045
503-656-1619
F: 503-656-2274
www.oregoncity.org



May 25, 2021

TO: Metro Enhancement Grant Committee
Oregon City, Oregon 97045

Subject: Three Rivers Artist Guild's Mural Application

To Whom It May Concern:

This letter is in support of the Mural project application from the Three Rivers Artist Guild for the Metro Enhancement Grant.

Murals in Oregon City have long been discussed and supported by the public. It is a documented fact that the installation of murals increase tourism to a location, boost business, provide social media tagging for business locations, and decrease costs of repainting and vandalism. There is even documentation that cities have seen up to 50% bumps in some annual business revenue due to the installation of murals.

It would be advantageous for Oregon City to have funding in place as soon as the mural code and process is finalized. The restoration of the historical Trolley Car at 705 Main Street and the new interactive public mural at the Trails End Saloon would be fully in line with the Metro Enhancement Grant's objective. The benefits of increased tourism and beautification for Oregon City would be met by this project.

Thank you,

A handwritten signature in black ink, appearing to read 'Victoria Meinig', followed by a horizontal line.

Victoria Meinig, CEO
Oregon City Chamber of Commerce



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: City Manager Tony Konkol

Agenda Date: 07/07/2021

SUBJECT:

Intergovernmental Agreement with Metro Continuing the Community Enhancement Grant Program

STAFF RECOMMENDATION:

Approve the Intergovernmental Agreement (IGA) with Metro for FY21-FY26.

EXECUTIVE SUMMARY:

The current IGA between Metro and the City of Oregon City ends on June 30, 2021. The purpose of this Agreement is to implement the provisions of Metro Code Chapter 5.06 related to the establishment of a Community Enhancement Grant Program. The new agreement, Metro Contract #937320, is slated to take effect on July 1, 2021, until June 30, 2026. Oregon City will receive quarterly payments from Metro based upon the number of tons of solid waste deposited at the South Metro Transfer Station.

BACKGROUND:

The Intergovernmental Agreement between Metro and Oregon City requires the City to establish and implement a solid waste community enhancement program that complies with Metro Code Chapter 5.06. It requires the city to create a grant committee to provide funding to eligible private nonprofit organizations engaged in activities that enhances Oregon City. The city is required to provide an open public process in reviewing grant applications. The Agreement establishes the funding source for the locally administered program.

The agreement specifies that Metro will issue the enhancement fee funds on the first business day of February, May, August, and November on an annual basis while the agreement is in effect. The Agreement allows the city to charge the fund no more than 20% of the annual budget, not to exceed \$50,000.

OPTIONS:

1. Accept the Metro Intergovernmental Agreement, Contract #937320

BUDGET IMPACT:

Amount: Estimated between \$200,000 and \$300,000 per year

FY(s): FY 2021- FY 2026

Funding Source(s): Metro


Metro

 600 NE Grand Ave.
 Portland, OR 97232-2736

Community Enhancement Grant Program Agreement

Metro Contract No. 937320

Community Enhancement Grant Program Agreement

THIS AGREEMENT, entered into under the provisions of ORS Chapter 190, is between Metro, a Metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, Oregon 97232-2736, and the City of Oregon City (the "City") an Oregon municipal corporation, whose address is 625 Center Street, Oregon City, Oregon 97045.

Section 1: Purpose

The purpose of this Agreement is to implement the provisions of Metro Code Chapter 5.06 related to the establishment of a Solid Waste Community Enhancement Program ("program") for Metro South Transfer Station.

Section 2: Term

This Agreement begins on July 1, 2021 and terminates on June 30, 2026. The parties may agree to terminate this Agreement earlier. Metro may terminate this Agreement under Section 8. The parties may extend the term of the Agreement by written amendment.

Section 3: Collection and Distribution of Community Enhancement Fee Funds

- A. In accordance with Metro Code, Metro South Transfer Station ("facility") must collect and remit to Metro a solid waste community enhancement fee of \$1.00 on each ton of putrescible solid waste, including yard debris mixed with food waste, received at the facility. If the facility seeks to collect additional fees for community enhancement, the parties will amend this Agreement so the additional funds are distributed in compliance with the Agreement.
- B. Metro will send to the City the solid waste community enhancement fee funds ("funds") collected in A above on the first business day in February, May, August, and November of each year this Agreement is in effect.
- C. At the request of the City, Metro will provide quarterly reports of activity at the facility, including data on (1) the gross weight of solid waste received in vehicles that are weighed as they enter the facility; (2) the number of other vehicles assessed fees on an estimated volume basis; and (3) the tonnage of solid waste transferred from the facility.
- D. At the request of the City, Metro will assist with the establishment and implementation of the program.

Section 4: The City Obligations

- A. The City must establish and implement a program that complies with Metro Code Chapter 5.06 (Exhibit A), and Metro Administrative Procedures (Exhibit B). Exhibits A and B are incorporated into this Agreement and are binding on the City.



Community Enhancement Grant Program Agreement

Metro Contract No. 937320

- B. The City must establish a solid waste community enhancement program advisory committee ("committee") that complies with Exhibit A and Exhibit B. The City will monitor the committee for compliance with its duties, including without limitation establishment of a solid waste community enhancement area boundary and compliance with Exhibits A and B. The committee membership must include the mayor or chief executive officer of the City /County, at least two citizens of The City appointed by the Mayor, and the Metro Councilor whose district includes The City. The City may include additional members at its discretion. **OR** The City and the Metro Councilor whose district includes the City must perform the functions of the committee. At the request of the City, Metro will support the City's citizen member recruitment process and will provide best practices guidelines to the City. The best practices include recruitment of citizens who have experience with populations that are underserved by the community in terms of access to and participation in solid waste activities and benefits.

All committee members must disclose any conflict of interest before participating in a grant decision, and must sign a conflict of interest form provided by The City and approved by the attorney representing The City.

- C. The City must create a separate program account for deposit of the funds collected under Section 3. The City must ensure that only projects chosen by the committee receive these funds. The City must carry forward any funds not expended during a budget year to the following year. The City must not use the funds for general government purposes.
- D. The City must promote the program within the solid waste community enhancement program boundary area. The City must publish information about the program, including without limitation funding criteria, goals, application process, and timeline, on its website.
- E. The City must require the committee to provide an open public process for project review and selection.
- F. The City must require the committee to prepare an annual budget. The budget must identify the expected distribution of funds for projects during a fiscal year. The committee may propose that there be no distribution of funds during a fiscal year, for a maximum of three consecutive years.
- G. The City must ensure funding decisions are made by a majority vote of the committee.
- H. The City must provide all necessary support to administer the program. The City may charge the fund no more than 20% of the annual budget, not to exceed \$50,000, for the direct costs of administering the program. Direct costs include staff time and materials.
- I. No later than October 1 of each year, the City must provide a written report to Metro on the program that includes revenues and expenditures of the program funds and the fund balance carried forward, if any. The report also must include an accounting of any funds expended for program administration.


Metro

 600 NE Grand Ave.
 Portland, OR 97232-2736

Community Enhancement Grant Program Agreement

Metro Contract No. 937320

- J. The City must maintain complete and accurate records related to the administration of the program and all funds expended and carried forward, and must make these records available to Metro for inspection, auditing and copying.
- K. The City staff who administer the Community Enhancement Grant Program will attend an annual grant-making best practices training hosted by Metro.

Section 5: Notices

Legal notice provided under this Agreement must be delivered personally or by certified mail to the following individuals:

For The City:

Office of the City: Counsel
 City of Oregon City
 625 Center Street
 Oregon City, OR 97045

For Metro:

Office of Metro Attorney
 Metro
 600 NE Grand Avenue
 Portland, OR 97232

Management of this Agreement will be conducted by the following designated Project Managers:

For The City:

James Graham
 City of Oregon City
 625 Center Street
 Oregon City, OR 97045

For Metro:

Rob Nathan
 Metro
 600 NE Grand Avenue
 Portland, OR 97232

The City may change the above-designated Project Manager by written notice to Metro. Metro may change the above-designated Project Manager by written notice to the City.

Section 6: Indemnification

Subject to the limits of the Oregon Constitution and Oregon Tort Claims Act, the City shall hold harmless Metro, its officers and employees from any claims or damages or property or injury to persons or for any penalties or fines, for the City's actions under this Agreement.

Section 7: Dispute Resolution

The parties will attempt to negotiate resolutions to all disputes arising out of this Agreement.


Metro

 600 NE Grand Ave.
 Portland, OR 97232-2736

Community Enhancement Grant Program Agreement

Metro Contract No. 937320

Section 8: Termination

During the term of this Agreement, each party retains the right to terminate the Agreement by written notice delivered to the other party no later than 60 days prior to the anniversary date. Metro may terminate this Agreement at any time for nonperformance of any material term of the Agreement.

Section 9: Insurance

The City agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement to levels necessary to protect against public body liability as specified in ORS 30.270. The City also agrees to maintain for the duration of this Agreement, Workers' Compensation Insurance coverage for all its employees as a self-insured employer, as provided by ORS chapter 656, or disability coverage under its Disability, Retirement and Death Benefits Plan.

Section 10: Integration and Amendment

This writing contains the entire Agreement between the parties, and may only be amended by written instrument, signed by both parties.

Section 11: Severability

If any portion of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless remains in full force and effect and the offending provision will be stricken.

Section 12: Notice of Default

If Metro determines that a default exists, Metro must give thirty days' written notice to the City describing the nature of the default and will give the City an opportunity to cure the default before taking any further action.

The City

Metro

By: _____

By: _____

 Print name and title

 Print name and title

 Date

 Date

CHAPTER 5.06

SOLID WASTE COMMUNITY ENHANCEMENT PROGRAM¹

- 5.06.010 Policy and Purpose
- 5.06.020 Authority and Jurisdiction
- 5.06.030 Amount of Enhancement Fee
- 5.06.040 Enhancement Fee Requirements and Exemptions for Solid Waste Facilities
- 5.06.050 Establishment and Administration of a Solid Waste Community Enhancement Program
- 5.06.060 Solid Waste Community Enhancement Program Advisory Committee
- 5.06.070 Eligibility Criteria for Solid Waste Community Enhancement Projects
- 5.06.080 Goals for Solid Waste Community Enhancement Projects
- 5.06.090 Compliance and Dispute Resolution

Repealed

- 5.06.100 Administrative Procedures
[Repealed Ord. 19-1441]

¹ Formerly "Community Enhancement Programs"; Ord. 14-1344, Sec. 1.

5.06.010 Policy and Purpose

It is the policy of Metro to establish and implement a solid waste community enhancement program at all eligible solid waste facilities in the Metro region. The purpose of the program is to rehabilitate and enhance the area around the facility from which the fees are collected. [Ord. 14-1344.]

5.06.020 Authority and Jurisdiction

Metro's solid waste authority, including the authority to collect an enhancement fee and establish and implement a solid waste community enhancement program, is established under the Oregon Constitution, ORS Chapters 268 and 459, and the Metro Charter. [Ord. 14-1344.]

5.06.030 Amount of Enhancement Fee

Solid waste facilities subject to this chapter shall collect an amount not exceeding \$1.00 on each ton of putrescible solid waste delivered to the facility and remit the funds to Metro for use as a solid waste community enhancement fee. Eligible solid waste facilities may also collect an amount not exceeding \$1.00 on each ton of non-putrescible waste delivered to the facility when the Metro Chief Operating Officer and facility owner determines it is in the public interest. The Metro Council will set the enhancement fee amount for any solid waste facility subject to the fee. [Ord. 14-1344; Ord. 19-1439.]

5.06.040 Enhancement Fee Requirements and Exemptions for Solid Waste Facilities

- (a) Solid waste facilities that operate all or in part as disposal sites, transfer stations, reload facilities, compost facilities, and energy recovery facilities, as defined by Chapter 5.00, shall collect and remit an enhancement fee under this Chapter.
- (b) Where only a portion of a solid waste facility's operations qualify for collection of a fee under subsection (a), the facility shall collect and remit an enhancement fee only on the solid waste it accepts as an eligible facility.
- (c) Notwithstanding section (a) above, yard debris reload and yard debris composting facilities are not subject to the requirements of this Chapter. [Ord. 14-1344.]

5.06.050 Establishment of a Solid Waste Community Enhancement Program

- (a) Upon approval of a license or franchise application, the Metro Chief Operating Officer will inform a solid waste facility of the requirement to collect a solid waste community enhancement fee. The Metro Chief Operating Officer will require collection of the fee in the facility license or franchise.
- (b) The Metro Chief Operating Officer will inform the local government where the facility is located that a solid waste community enhancement fee will be collected by the facility and remitted to Metro.

- (c) The solid waste community enhancement program will be administered by (1) Metro directly or through a contract; or (2) the local government where the facility is located, so long as Metro and the local government agree on the terms of an intergovernmental agreement.
- (d) The Metro Councilor for the district where the facility is located shall be eligible to participate in the solid waste community enhancement program, including without limitation participation as a co-chair and voting member of the community enhancement committee, regardless of whether Metro or the local government, through an intergovernmental agreement, administers the program.
- (e) The Metro Chief Operating Officer will establish a timeline for implementation of a solid waste community enhancement program.
- (f) The funds collected and remitted to Metro shall be used for solid waste community enhancement projects chosen by a community enhancement committee and may include administrative costs in an amount set by the Metro Chief Operating Officer. [Ord. 14-1344.]

5.06.060 Solid Waste Community Enhancement Program Advisory Committee

A solid waste community enhancement program established under this section shall have a solid waste community enhancement committee. The committee is responsible for implementation of the program, including without limitation:

- (a) Establishment of the enhancement area boundary.
- (b) Creation of committee bylaws.
- (c) Development of a process for soliciting and selecting solid waste community enhancement projects.
- (d) Compliance with the eligibility criteria set forth in Section 5.06.070 and the goals set forth in Section 5.06.080 and creation of additional criteria and goals where needed.
- (e) Annually review enhancement program revenue estimates provided by Metro staff and propose how these funds will be allocated for the upcoming fiscal year or funding cycle.
- (f) Presentation of an annual report to the Metro Council on all projects approved for funding.
- (g) Maintenance of complete and accurate records related to the administration of the program, submitted to Metro annually. [Ord. 14-1344.]

5.06.070 Eligibility Criteria for Solid Waste Community Enhancement Projects

A solid waste community enhancement project must meet the following criteria to be eligible for funding. A solid waste community enhancement committee may apply more restrictive eligibility criteria:

- (a) The project must be located in the solid waste community enhancement area boundary as specified by the solid waste community enhancement committee or the project must benefit individuals or programs located inside the solid waste community enhancement area boundary.
- (b) The project applicant must be:
 - (1) A non-profit organization, including without limitation a neighborhood association or charitable organization with 501(c)(3) status under the Internal Revenue Service; or
 - (2) A school or institution of higher learning; or
 - (3) A local government, local government advisory committee, department or special district provided that they include documented support from the local government executive officer.
- (c) The project must not be used to replace any other readily available source of federal, state, local or regional funds.
- (d) The project must not promote or inhibit religion.
- (e) The project must not discriminate based on race, ethnicity, age, gender, or sexual orientation.
- (f) If the project is located on private land, the project application must establish a clear public benefit and must document landowner permission. [Ord. 14-1344.]

5.06.080 Goals for Solid Waste Community Enhancement Projects

Projects shall meet one or more of the following goals and solid waste community enhancement committees shall give priority to projects that best meet with goals. A solid waste community enhancement committee may adopt additional funding goals. The project will:

- (a) Improve the appearance or environmental quality of the community.
- (b) Reduce the amount or toxicity of waste.
- (c) Increase reuse and recycling opportunities.
- (d) Result in rehabilitation or upgrade of real or personal property owned or operated by a nonprofit organization having 501(c)(3) status under the Internal Revenue Code.

- (e) Result in the preservation or enhancement of wildlife, riparian zones, wetlands, forest lands and marine areas, and/or improve the public awareness and the opportunities to enjoy them.
- (f) Result in improvement to, or an increase in, recreational areas and programs.
- (g) Result in improvement in safety.
- (h) Benefit youth, seniors, low income persons or underserved populations. [Ord. 14-1344.]

5.06.090 Compliance and Dispute Resolution

The Metro Chief Operating Office is responsible for ensuring compliance with this Chapter.
[Ord. 14-1344.]

5.06.100 [Repealed Ord. 19-1441; Effective February 19, 2020]



SOLID WASTE ADMINISTRATIVE PROCEDURES

Published:

Administration of Metro Code Chapter 5.06 Solid Waste Community Enhancement Program

Contents

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Establishing a Solid Waste Community Enhancement Committee.....	Section 5
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Dispute Resolution.....	Section 7

**METRO****SOLID WASTE
ADMINISTRATIVE PROCEDURES****AP NO. 5.06
Section 1**

Policy and Legal Authority**1.1 Policy and Legal Authority.**

- 1.1.1 Metro's solid waste planning and implementing authority is established under the Metro Charter, the Constitution of the State of Oregon, and ORS Chapters 268 and 459.
- 1.1.2 Metro's solid waste community enhancement program is established based on state law (ORS 459.280 and 459.284).
- 1.1.3 All solid waste administrative procedure shall be subject to the authority of all other applicable laws, regulations or requirements in addition to those contained in this administrative procedure and performance standard.
- 1.1.4 Administrative procedures are adopted, as necessary, to implement the provisions of Metro Code Chapter 5.06 Solid Waste Community Enhancement Program.
- 1.1.5 The purpose of these administrative procedures is to protect and preserve the health, safety and welfare of the Metro residents; to protect and preserve the local environment, to implement cooperatively a solid waste community enhancement fee program; and to reduce the volume and toxicity of waste disposed through source reduction, reuse, recycling, and composting.
- 1.1.6 These administrative procedures and performance standards are issued by the Metro Chief Operating Officer ("Metro COO") pursuant to Metro Code Section 5.06.100.

**METRO****SOLID WASTE
ADMINISTRATIVE PROCEDURES****AP NO. 5.06
Section 2**

Application and Purpose of Chapter 5.06**2.1 Application of Chapter 5.06**

- 2.1.1 Chapter 5.06 shall apply to all eligible solid waste facilities within Metro's jurisdictional boundary that are licensed or franchised by Metro pursuant to Metro Code Chapter 5.01.
- 2.1.2 Metro Code Chapter 5.06 shall apply to all eligible solid waste facilities within Metro's jurisdictional boundaries that are owned by Metro.

2.2 Purpose

- 2.2.1 Metro has long recognized that certain solid waste facilities may present economic, environmental, health or other impacts on local host communities.
- 2.2.2 Metro's solid waste community enhancement program provides funds that are used for community enhancement grant projects located in the vicinity of each eligible solid waste facility. Funds are to be used for the rehabilitation and enhancement of the area in and around the facility from which the fees are collected, as determined by each solid waste community enhancement committee established in accordance with Metro Code Chapter 5.06.



**SOLID WASTE
ADMINISTRATIVE PROCEDURES**

**AP NO. 5.06
Section 3**

Program Exempt and Program Eligible Facilities

3.1 Exempt Facility Types and Ineligible Solid Waste Activities

3.1.1 The following types of facilities are not subject to Metro Code Chapter 5.06.

3.1.1.1 Reuse or recycling facilities that (A) exclusively receive non-putrescible source-separated recyclable materials and (B) reuse or recycle such materials, or transfer, transport or deliver such materials to a person or facility that will reuse or recycle them.

3.1.1.2 Material recovery facilities that (A) exclusively receive non-putrescible solid waste and conduct material recovery on such waste, and may also (B) receive non-putrescible source-separated recyclable materials and reuse or recycle such materials or transfer, transport or deliver such materials to a person or facility that will reuse or recycle them.

3.1.2 The following types of solid waste activities are not subject to Metro Code Chapter 5.06.

3.1.2.1 Yard debris reloading.

3.1.2.2 Yard debris composting.

3.1.2.1 Material recovery on non-putrescible waste, except as provided in Section 3.3.

3.1.2.2 Recycling or reuse of non-putrescible materials.

3.2 Program Eligibility by Facility Type and Solid Waste Activity

3.2.1 Eligible facility types include, but are not limited to, the following:

3.2.1.1 Disposal sites.

3.2.1.2 Transfer stations.

3.2.1.3 Reload facilities.

3.2.1.4 Energy recovery facilities.

3.2.1.5 Compost facilities.

3.2.2 Eligible solid waste activities include, but are not limited to, the following:

3.2.2.1 Processing, reloading or transfer of putrescible waste (includes food waste and yard debris mixed with food waste).

3.2.2.2 Composting or any other processing of putrescible waste (includes food waste and yard debris mixed with food waste).

3.2.2.1 Energy recovery (including anaerobic digestion of putrescible waste to include food waste and yard debris mixed with food waste).

3.2.2.2 Disposal (includes landfilling and incineration).

3.3 Special conditions related to non-putrescible waste activities at an eligible facility

3.3.1 Non-putrescible waste that is subject to material recovery and delivered to a transfer station or other eligible solid waste facility shall be subject to Metro Code Chapter 5.06 when a facility owner/operator and the Metro COO determines it to be in the public interest.

3.3.2 For the purpose of this section the public interest shall include, but is not limited to: A) the historical program relationship established between a facility and host local government or community (e.g. Metro Central Transfer Station and Metro South Transfer Station), or B) such conditions necessary to operate a new facility, or at an existing facility conducting a new solid waste activity that is subject to Metro Code Chapter 5.06 and Metro Code Chapter 5.01.



SOLID WASTE ADMINISTRATIVE PROCEDURES

AP NO. 5.06 Section 4

Establishing a Solid Waste Community Enhancement Program

The purpose of this section is to establish a general process for Metro and a host local government to implement and administer a solid waste community enhancement program at an eligible solid waste facility.

4.1 New Facilities Without a Solid Waste Community Enhancement Program

4.1.1. Notification to a host local government.

Upon receipt of a complete Metro license or franchise application for a new eligible solid waste facility that is subject to this chapter, or a new eligible solid waste activity at an existing facility, the Metro COO shall notify the host local government that it qualifies for the solid waste community enhancement program.

4.1.2 Coordination with Metro and the host local government.

- 4.1.2.1 As part of Metro's license and franchise review or renewal process, the Metro COO will notify the local government hosting an eligible solid waste facility that a solid waste community enhancement program shall be established.
- 4.1.2.2 The Metro COO shall provide the host local government with an opportunity to enter into an intergovernmental agreement to administer the program. As provided in Section 5.1, Metro and the local government may consider other approaches to administer the program if an intergovernmental agreement cannot be established.
- 4.1.2.3 A host local government shall not be excluded or limited from participating in Metro's solid waste community enhancement program for an eligible solid waste facility, nor shall Metro be limited in implementing a solid waste community enhancement program when a host local government adopts: (1) a tax or charge that imposes a fee on haulers of commercial solid waste or other users of the facility; (2) any tax duly adopted by the local government which is generally applicable for all persons doing business in boundaries of the local government; or (3) any franchise fee collected by the local government from haulers collecting solid waste within the boundaries of the local government,
- 4.1.2.4 Metro shall not establish a solid waste community enhancement program at a solid waste facility if the respective host local government has implemented and is actively administering a solid waste community enhancement program

for that solid waste facility under separate authority of ORS 459.284 and 459.290.

- 4.1.2.5 Prior to establishing a solid waste community enhancement program at an eligible solid waste facility, the Metro COO shall inform the Metro Council President and the Metro Councilor whose district hosts the solid waste facility of the decision to establish a solid waste community enhancement program and provide the Metro Councilor with the opportunity to chair, co-chair, or otherwise participate in the solid waste community enhancement committee at the option of the Metro Councilor.

4.2 Programs Established Prior to January 1, 2014

Solid waste community enhancement programs that were established prior to January 1, 2014 and are administered through an intergovernmental agreement with a host local government shall be updated and reissued with an effective date of July 1, 2015 to provide consistency with all applicable provisions in Metro Code Chapter 5.06 and these administrative procedures.

4.3 Existing Eligible Facility Without a Solid Waste Community Enhancement Program

The Metro COO shall notify a host local government of an existing eligible solid waste facility within its jurisdictional boundaries regarding a timeframe and process for the implementation and administration of a solid waste community enhancement program in accordance with this chapter.

4.4 Funding

- 4.4.1 Except as provided in Section 3.3, solid waste facilities subject to Metro Code Chapter 5.06 shall collect an amount not exceeding \$1.00 on each ton of putrescible solid waste delivered to the facility and remit the funds to Metro for use as a solid waste community enhancement fee.
- 4.4.2 Metro may periodically adjust the solid waste community enhancement fee based on the Consumer Price Index (CPI) up to the maximum amount set forth in ORS 459.284.
- 4.4.3 On a quarterly basis, Metro will remit the solid waste community enhancement funds to each host local government with a solid waste community enhancement program established by intergovernmental agreement with Metro in accordance with Metro Code Chapter 5.06.
- 4.4.4 Projects funded from a solid waste community enhancement fund will be made with the positive vote of a majority of the solid waste community enhancement committee created to administer such a program. Frequency of funding projects is also to be determined by the committee.



METRO

SOLID WASTE ADMINISTRATIVE PROCEDURES

AP NO. 5.06 Section 5

Establishing a Solid Waste Community Enhancement Committee

5.1 Establishing a Solid Waste Community Enhancement Committee

- 5.1.1 For the purpose of establishing a solid waste community enhancement committee, the Metro COO shall coordinate with the host local government and the Metro Councilor whose district hosts the eligible solid waste facility.
- 5.1.2 Metro may designate a solid waste community enhancement committee in accordance with Metro Code Chapter 2.19.
- 5.1.3 The Metro COO may enter into an intergovernmental agreement to designate the host local government as the solid waste community enhancement committee. Such a committee shall consist of at least five members and may include the Metro Councilor whose district hosts the solid waste facility (with the option to serve as co-chair to the committee), and three citizen representatives appointed by the mayor, city manager, or county administrator. In lieu of appointment of such a committee, the local government may designate itself and the Metro Council member representing the district that hosts the solid waste facility (with the option to serve as co-chair to the committee) to perform the function of such committee. The term for such intergovernmental agreements should be established to coincide with the term set forth in the subject facility's Metro license or franchise.
- 5.1.4 The Metro COO may enter into an agreement with a recognized non-profit community organization including, but not limited to, a neighborhood district coalition, neighborhood association, committee for citizen involvement or other similar community-based group having a legally constituted active board of directors. The designated solid waste community enhancement committee shall consist of at least five members, and may include the board of directors, the Metro Councilor whose district hosts the solid waste facility, and any number of citizen representatives appointed by the Metro Councilor whose district hosts the solid waste facility.
- 5.1.5 The Metro COO shall establish the terms and conditions of the agreements for the establishment and administration of a solid waste community enhancement committee as provided in Metro Code Chapter 5.06.

5.2 Administration

- 5.2.1 The administration and distribution of funds from a solid waste community enhancement program shall be subject to the approval of a solid waste community enhancement committee.

- 5.2.2 Each solid waste community enhancement committee or host local government shall promote, advertise, solicit and accept requests for proposals or projects to be funded from the solid waste community enhancement fund within its solid waste community enhancement program area boundary.
- 5.2.3 Either Metro or the host local government shall prepare and publish an annual budget for the solid waste community enhancement account. Each budget shall be subject to review and comment by the solid waste community enhancement committee and shall, at a minimum, identify the proposed allocation of grant funding and administrative costs for the upcoming fiscal year, except that a solid waste community enhancement committee may propose that there be no expenditure of funds during a fiscal year for up to a maximum of three consecutive fiscal years, or longer if approved by the Metro COO or the community enhancement committee.
- 5.2.4 Either Metro or the host local government shall segregate solid waste community enhancement funds by establishing a separate set of accounts for the revenues and expenditures of the solid waste community enhancement program to ensure that only committee-authorized plans, projects, and programs receive funding. Funds not expended during a budget year shall be carried forward to each subsequent year.
- 5.2.5 Each solid waste community enhancement committee or host local government shall publish and follow the project funding criteria in Section 6.1 and goals in Section 6.2 for selecting projects or programs to fund during the fiscal year. A solid waste community enhancement committee may request that Metro modify or change the criteria. A community enhancement committee may publish and follow more restrictive program funding criteria, and may adopt and publish additional goals and/or guidelines.
- 5.2.6 Each solid waste community enhancement committee or host local government shall, provide an annual written report to the Metro COO regarding all expenditures from the enhancement fund and shall itemize all enhancement fund expenditures including the amount of funds expended on each project under its jurisdiction including the funding balance by October 1 of each year.
- 5.2.7 Each solid waste community enhancement committee, upon request by the Metro COO, shall provide an oral presentation to the Metro Council at a time such presentation can be scheduled at a Metro Council meeting.
- 5.2.8 If administrative costs incurred by Metro or the host local government to administer the solid waste community enhancement program are reimbursed from the solid waste community enhancement funds as provided in Section 5.3. The annual report required in Section 5.2.6 shall include an accounting of the funds expended for program administration.
- 5.2.9 Each solid waste community enhancement committee will provide an open public process for project/program review and approval.

5.3 Administrative Cost Reimbursement

- 5.3.1 A solid waste community enhancement fund may be used to help defray the direct costs incurred to administer a solid waste community enhancement program by Metro or a host local government (e.g., staff time and materials necessary to set up and administer a solid waste community enhancement program).
- 5.3.2 No more than twenty percent (20%), and not more than \$50,000 of a solid waste community enhancement fund that is collected during a program funding cycle may be used to pay for costs directly associated with administering a solid waste community enhancement program. Administrative costs in excess of these amounts shall not be borne by the solid waste community enhancement fund.

5.4 Recordkeeping and Audits

- 5.4.1 Each solid waste community enhancement committee or host local government shall maintain complete and accurate records related to the administration of the program and funds expended under its jurisdiction. The committee shall make these records available to Metro for inspection, auditing, and copying.
- 5.4.2 Metro may require, at Metro's expense, that a solid waste community enhancement committee submit to an independent audit conducted by an auditor chosen by Metro. The audit shall address only those matters reasonably related to the solid waste community enhancement program fund and its administration.



SOLID WASTE ADMINISTRATIVE PROCEDURE

AP NO. 5.06 Section 6

Eligibility Criteria and Goals

6.1 Eligibility Criteria for Funding Solid Waste Community Enhancement Projects

- 6.1.2 To qualify for funding, a proposed solid waste community enhancement project shall meet the following funding criteria. A designated solid waste community enhancement committee may adopt and publish more restrictive eligibility criteria.
- 6.1.2.1 Be within the solid waste community enhancement area boundaries specified by the designated solid waste community enhancement committee or benefit individuals or programs located inside the community enhancement area boundary.
 - 6.1.2.2 Be from non-profit organizations including, but not limited to, neighborhood associations or charitable organizations with 501(c)(3) status under the Internal Revenue Service, or
 - 6.1.2.3 Be from a school, or institution of higher learning, or
 - 6.1.2.4 Be from a local government, local government advisory committee, department or special district provided that they include documented support from the local government executive officer, and, as a guideline, the requested funding not exceed 15% of an annual solid waste community enhancement program budget or funding cycle, or more as otherwise provided in an intergovernmental agreement between Metro and a host local government.
 - 6.1.2.5 Not replace another readily available source of federal, state, regional or local funds.
 - 6.1.2.6 All applicants must go through the official application, review and approval process established by the solid waste community enhancement committee.
 - 6.1.2.7 Not promote or inhibit religion.
 - 6.1.2.8 Not fund organizations, projects or programs that discriminate based upon race, ethnicity, age, gender or sexual orientation.
 - 6.1.2.9 Be able show a clear public benefit if projects are on private land.

6.1.2.10 Have written landowner permission at the time of application.

6.2 Goals for Funding Solid Waste Community Enhancement Projects

- 6.2.1 Projects shall meet one or more of the following goals. Priority will be given to projects that best meet the goals and which offer benefits to the areas and populations most directly impacted by the solid waste facility. A designated solid waste community enhancement committee may adopt and publish additional funding goals. The order of the following listing does not imply ranking or weighting. Projects should:
- 6.2.1.1 Result in an improvement to the appearance or environmental quality of the area/neighborhood within the enhancement area boundaries.
 - 6.2.1.2 Result in the reduction in the amount or toxicity of waste, or increase reuse and recycling opportunities within the enhancement area boundaries.
 - 6.2.1.3 Result in rehabilitation, upgrading or direct increase in the real or personal property owned or operated by a nonprofit organization having 501(c)(3) status under the Internal Revenue Code within the enhancement area boundaries.
 - 6.2.1.4 Result in the preservation or enhancement of wildlife, riparian zones, wetlands, forest lands and marine areas within the enhancement area boundaries, and/or improve the public awareness and the opportunities to enjoy them.
 - 6.2.1.5 Result in improvement to, or an increase in, recreational areas and programs within the enhancement area boundaries.
 - 6.2.1.6 Result in improvement in the safety of the area within the enhancement area boundaries.
 - 6.2.1.7 Result in projects that benefit youth, seniors, low income persons or underserved populations within the enhancement area boundaries.



METRO

SOLID WASTE ADMINISTRATIVE PROCEDURE

AP NO. 5.06 Section 7

Dispute Resolution

- 7.1 The Metro COO shall, in good faith, attempt to negotiate resolutions to all disputes arising out of the implementation and administration of Metro Code Chapter 5.06 and these administrative procedures. Disputes arising out of or relating to the implementation or administration of Metro Code Chapter 5.06 or these administrative procedures shall be resolved as follows:
 - 7.1.1 The Metro COO will review the matter or dispute to determine if there is sufficient reason or cause to take action.
 - 7.1.2 When warranted, the Metro COO will notify the host local government and the solid waste community enhancement committee, the Council President and the corresponding councilor whose district hosts the solid waste facility in writing of the dispute or alleged breach. The notice shall describe the nature of the dispute or alleged breach. The notice shall prescribe a resolution process and include a date by which the host local government or solid waste community enhancement committee must respond to the Metro COO's notice.
 - 7.1.3 Within the period specified by the Metro COO, the host local government or solid waste community enhancement committee shall respond to the notice provided by the Metro COO regarding the dispute. Such response may include information that proves that the dispute or alleged breach has been resolved, or that diligent efforts to correct the dispute or alleged violation is being made and is likely to succeed in a reasonable period of time.
 - 7.1.4 If the Metro COO determines that the dispute or alleged violation has not or cannot be resolved within the manner prescribed and in a reasonable period of time, the Metro COO may take further action, including the modification or termination of an intergovernmental agreement to ensure that the dispute or breach is resolved within a reasonable period of time.

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CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Finance Director Matt Zook

Agenda Date: 07/07/2021

SUBJECT:

State of Oregon Price Agreement with Professional Credit Service (PCS) for Accounts Receivable Management/Debt Collection

STAFF RECOMMENDATION:

Authorize staff to execute required documents to participate in State of Oregon Price Agreement with Professional Credit Service (PCS) for Accounts Receivable Management/Debt Collection

EXECUTIVE SUMMARY:

The City of Oregon City provides services to utility customers and collects payment for these services via a monthly utility bill. Occasionally, customers do not fulfill their obligation to pay the amount owed to the City. One of the several tools the City utilizes to collect from customers is a professional collection service. This tool is used as last resort after other tools have been exhausted, including payment arrangements, water shutoff, and various financial assistance. The City has used PCS for at least the past 10 years based on a cooperative procurement contract established with the State of Oregon. The City desires to capture the benefits of a fresh State cooperative procurement contract in which the fees charged by PCS to the City's customers was competitively reduced from 23% to 17.5%.

BACKGROUND:

State cooperative procurement contracts serve as a benefit to the City in that the State of Oregon performs the competitive process required by Oregon Revised Statutes and extending the benefit of their time and efforts to other municipalities. As a result, the City saves time and effort of duplicating this work, as well as saving money due to being part of economies of scale in larger size contracts. A copy of fully executed price agreement is attached as Exhibit A.

OPTIONS:

1. Authorize participation in this price agreement.
2. Deny authorization to participate in this price agreement and require staff to execute its own competitive procurement process.

BUDGET IMPACT:

Amount: Minimal. The cost of collections is passed on to the debtor. The new pricing primarily benefits the debtor.

FY(s): FY 2021-22 through April 1, 2022 and additional extension upon concurrence of the parties not to extend beyond April 1, 2026.

Funding Source(s): N/A

State of Oregon



PRICE AGREEMENT WITH

Professional Credit Service FOR Accounts Receivable Management/Debt Collection

DASPS-3360-20

This Price Agreement (“Price Agreement” or “Agreement”) is between the State of Oregon (“State”), acting by and through its Department of Administrative Services (“DAS” or “Department”) on behalf of Agencies, as defined below, and Professional Credit Service (“Contractor”). This Agreement is effective on the date that it has been fully executed by the parties and approved as required by law (“Effective Date”). DAS has the authority to enter into this Agreement under ORS 279A.050 (7) (a).

RECITALS

- A. DAS, on behalf of Agencies, desired to engage contractors to provide certain Debt Collection services (“Services”). The Services are to assist Agencies in debt collection that relates to tax collection, fine collection, medical services, human services, courts, and other public programs.
- B. To that end, DAS undertook a joint cooperative procurement under ORS 279A.200(1)(e) and ORS 279A.210 and issued RFP No. DASPS-3153-19 (the “RFP”) seeking proposals from Debt Collection providers.
- C. Contractor submitted a proposal in response to the RFP offering to provide to Authorized Purchasers the Services described in Exhibit E, Specifications. Contractor was one of the successful proposers to the RFP.
- D. DAS and Contractor now desire to memorialize the terms and conditions pursuant to which: (i) Contractor will provide the Services as may be requested from Agencies from time to time; and (ii) Agencies will pay for the provided Services.

Therefore, DAS and Contractor Agree as follows:

SECTION 1: AGREEMENT

1.1 Purpose.

1.1.1 This Agreement:

1.1.1.1 Identifies the process Contractor and Agencies will follow in establishing subsequent purchase orders (each a “Purchase Order” or “PO”) for the provision of Services under this Agreement;

1.1.1.2 Sets forth the general terms and conditions that will apply to all POs entered into by Contractor and Agencies and all POs issued by Agencies pursuant to which Contractor will provide Services (as defined in Exhibit E, Specifications); and

1.1.1.3 Is not, by itself, a binding contract for the provision of Services by Contractor to any particular Agency. Execution of this Agreement is no guarantee that any Agency will issue any Purchase Orders against this Agreement. DAS and Agencies have the need for the Services on an “as requested” basis. There is no guarantee of work under this Agreement.

DAS makes no representation or guarantee that any specific amount of Services will be purchased under this Price Agreement. Notwithstanding the award of this Price Agreement to Contractor, DAS and Agencies may conduct separate solicitations or award project-specific contracts or purchase orders for Services that are the same or similar to those described in this Agreement using any method allowed by law. In addition, DAS reserves discretion to re-open or readvertise competition to provide Services that are the same or similar to those described in this Agreement, if necessary to serve the interests of Agencies, at intervals no more frequently than on a yearly basis.

Contractor accepts all risks, and waives any claims, that may be associated with or arise out of the volume of the Services or work ordered under this Agreement.

SECTION 2: AGREEMENT DOCUMENTS AND ORDER OF PRECEDENCE

This Agreement includes the following Exhibits, each of which are attached to and incorporated into this Agreement by reference:

- Exhibit A – Services [Debt Collection Services]
- Exhibit B – Sample Purchase Order
- Exhibit C – Volume Sales Report
- Exhibit D – Insurance Requirements
- Exhibit E – Specifications
- Exhibit F - General Authorization Request for Legal Actions

ORDER of PRECEDENCE.

An Ordering Instrument (Purchase Order) consists of the following documents, listed in order of precedence:

- a) Federal terms and conditions attached to the Ordering Instrument, if any;
- b) This Agreement including its Attachments; and
- c) The Ordering Instrument, less any federal terms and conditions.

In the event any conflict is based solely upon minimum standards, such as quality or safety, the higher or more stringent standard applies. Contractor is responsible for making any modifications required to achieve compliance with applicable laws and standards. Contractor shall notify DAS and any affected Authorized Purchaser of any such required modifications upon receipt of knowledge or notification of such.

SECTION 3: DEFINITIONS

“Agency” means:

- DAS when DAS is engaged in Public Contracting, as defined in ORS 279A.010;
- An agency of the State of Oregon that: (i) is subject to the procurement authority of the Director of the Department pursuant to ORS 279A.050 and 279A.140 and with delegated authority pursuant to OAR 125-246-0170; or (ii) has independent procurement authority pursuant to ORS 279A.050 or other statutory authority under provisions of applicable State law;
- Oregon Cooperative Procurement Program (“ORCPP”) members with appropriate purchasing authority under their applicable statutes, rules, regulations or ordinances that submit Purchaser Orders to, Contractor; and
- Master Contracts Usage Agreement (“MCUA”) participants with appropriate purchasing authority under their applicable statutes, rules, regulations or ordinances that submit Purchaser Orders to Contractor.

“Authorized Purchaser” means (a) DAS, (b) any Agency that is an agency of the State of Oregon, (c) any ORCPP member, and (d) any Master Contracts Usage Agreement participant.

“Contract” means the agreement formed by an Authorized Purchaser’s issuance of a Purchase Order to Contractor.

“ORCPP” means the Oregon Cooperative Purchasing Program, which recognizes certain agencies and organizations within the State of Oregon as authorized to purchase the goods and services available under a price agreement entered into by the State. ORCPP members include cities, counties, school districts, public universities, special districts, Qualified Rehabilitation Facilities, residential programs under contract with the Oregon Department of Human Services, United States governmental agencies, and American Indian tribes or agencies. ORCPP membership can be verified through the webpage below or by contacting DAS at (503) 378-2497.

<https://www.oregon.gov/das/Procurement/Pages/Orcppmember.aspx>

“MCUA” means the Master Contracts Usage Agreement (MCUA) and is a one-time agreement necessary to meet statutory requirements allowing qualifying organizations to use Washington State master contracts. The current participant list is found at this link:

<https://apps.des.wa.gov/ContractSearch/MCUAListing.aspx>.

“Services” means the Services that Contractor has been approved to provide as a result of the RFP and which Contractor agrees to provide under a Purchase Order (PO) as may be requested by Agencies from time to time. The specific Services performed by Contractor shall be agreed to by an Authorized Purchaser and Contractor in a fully executed Purchase Order and will include the Services described in Exhibit E, Specifications.

SECTION 4: ORDERING METHODS; PROVISION OF SERVICES

Contractor must look solely to the Authorized Purchaser for payment of all amounts that may be due under any Contract formed under this Agreement. THE AUTHORIZED PURCHASER IS SOLELY RESPONSIBLE FOR PAYMENT UNDER THE CONTRACT.

Payment is due from the Authorized Purchaser within forty five (45) days after the date of the invoice pursuant to ORS 293.462(4) and Oregon Accounting Manual (OAM) Section 15.40.00.PR.111.

Authorized Purchasers shall obtain Contractor’s Services by following the instructions provided in section 4.1.

4.1 Purchase Orders

Authorized Purchasers shall order Services by issuing Purchase Orders as follows:

Authorized Purchasers shall submit Purchase Orders to Contractor identifying any agreed upon Service details.

Authorized Purchasers that are agencies of the State of Oregon may use either of the following as ordering instruments: i) the DAS-approved purchase order form (attached as Exhibit B); or ii) an electronic ordering method when the Authorized Purchaser is using a Small Purchase Order Transaction System (SPOTS) card. Unless expressly authorized by DAS in writing, Contractor shall not accept a different type of ordering instrument from a State agency.

Authorized Purchasers that are not agencies of the State of Oregon may use their own Purchase Order forms.

To be effective, the Purchase Order must specify all of the following:

- The MANDATORY PURCHASE ORDER LANGUAGE set forth below.
- The specific Services ordered.
- The Billing Rate.
- The requested delivery schedule.
- The delivery location(s).
- The invoicing address.
- The Authorized Purchaser's authorized representative contact information, including email address.

Contractor shall accept Purchase Orders from Authorized Purchasers that comply with the provisions of this Price Agreement until this Price Agreement terminates. Each such Purchase Order Contractor accepts shall create a separate Contract between the parties, enforceable in accordance with the terms thereof and independent of all other such Contracts. DAS is not obligated or liable under a Purchase Order unless DAS is the Authorized Purchaser.

A Contract created by a Purchase Order consists only of the terms specified or required by this Price Agreement. Additional, different or conflicting terms and conditions in any Purchase Order are of no effect. Contractor shall reject any Purchase Order that does not meet the requirements of this Price Agreement.

Contractor shall reject a Purchase Order from any entity that is not an Authorized Purchaser. Contractor may verify Authorized Purchasers that are ORCPP participants at the following address:

<https://www.oregon.gov/das/Procurement/Pages/Orcppmember.aspx>

Contractor may verify Authorized Purchasers that are MCUA participants at the following address:

<https://apps.des.wa.gov/ContractSearch/MCUAListing.aspx>

Nothing in this Price Agreement obligates any Authorized Purchaser to place any Purchase Order.

MANDATORY PURCHASE ORDER LANGUAGE:

THIS PURCHASE IS SUBMITTED PURSUANT TO OREGON DAS PRICE AGREEMENT # DASPS-XXXX-XX. THE PRICE AGREEMENT, INCLUDING STANDARD CONTRACT TERMS AND CONDITIONS CONTAINED IN THE PRICE AGREEMENT, IS INCORPORATED BY REFERENCE AND APPLIES TO THIS PURCHASE AND TAKES PRECEDENCE OVER ALL OTHER CONFLICTING TERMS OR CONDITIONS, EXPRESS OR IMPLIED.

- i) Interest rate and method of calculation requirements, or method by which Authorized Purchaser will provide interest calculation requirements to Contractor. (*Exhibit E, Section 4.5*)
- ii) Whether authorized purchaser passes along the cost of collection to the debtor under ORS 293.231 (12). (*Exhibit E, Section 3.4 and 4.6*)
- iii) Payment Plan guidelines (*Exhibit E, Section 4.8*)
- iv) Identification of whether Authorized Purchaser will entertain compromise or settlement offers and any Authorized Purchaser restrictions regarding the compromise or settlement of accounts. (*Exhibit E, Section 4.9*)
- v) Identification of whether Authorized Purchaser has warrant or garnishment authority and instructions to Contractor on collection actions allowed during a period of active garnishment issued by the Authorized Purchaser. (*Exhibit E, Section 4.12 and 4.13*)
- vi) Authorized Purchaser instructions regarding application of payments, including when multiple debts are assigned from the same Authorized Purchaser. (*Exhibit E, Section 4.7*)
- vii) Reporting and remittance frequency (weekly, monthly, etc.) (*Exhibit E, Sections 5 and 9*)
- viii) Banking information for ACH remittance of funds collected (*Exhibit E, Section 5.5*)
- ix) Remittance requirement (Gross collections or net after commissions or fees are retained) (*Exhibit E, Sections 6.1 and 6.2*), including handling of remittance and reporting for payments received directly by the Authorized Purchaser (invoice for fees or net fees with remittance) (*Exhibit E, Section 6.3*)
- x) Reporting format (paper or electronic, including specific file requirements)(*Exhibit E, Section 9.1*)
- xi) Authorized Purchaser requirements for data security safeguards including applicable data encryption format. (*Exhibit E, Section 2.5*)
- xii) Instructions regarding the reporting of assigned accounts to Credit Reporting Agencies (*Exhibit E, Section 4.16*)
- xiii) Notwithstanding Exhibit E, section 8.3, the reasonable length of time Contractor may work an account without a payment before Contractor is required to contact Authorized Purchaser for further instructions. (*Exhibit E, Section 8.2*)
- xiv) Specific Authorized Purchaser expectations that are not specifically identified in the Price Agreement.

4.2 Volume Sales Reports

Contractor shall comply with the VSR requirements of this Price Agreement set forth in Exhibit C.

4.3 Vendor Collected Administration Fee

Contractor shall comply with the VCAF requirements of this Price Agreement set forth in Exhibit C.

SECTION 5: CONSIDERATION

Contractor shall be compensated for completing Services based on the billing rates ("Billing Rates") set forth in Section 5.1 below. All Billing Rates include all overhead and administrative expenses and an Authorized Purchaser shall not be charged separately for any such costs incurred by Contractor.

5.1 CONTRACTOR BILLING RATES

Billing Rates shall be subject to separate negotiation between an Authorized Purchaser and Contractor. However, in no event may any Billing Rate exceed the rates agreed upon in Exhibit A, Services, unless agreed to in a writing in a Purchase Order signed by both the Authorized Purchaser and Contractor and made in accordance with Sections 7.3 and 7.4 below. Billing Rates shall include all charges associated with Services being provided without limitation.

The proposed Billing Rates and commission rates must remain in effect and firm for the first two years this Price Agreement is in effect (the initial Term (one year) plus the first year of any Extension Term). Billing rates and commission rates will not be subject to adjustment at the first extension (the extension of the initial one-year Term). Thereafter, Billing Rate and commission rate de-escalation or escalation requests shall be subject to DAS approval and must be submitted at least 60 days prior to the expiration of any term. Rates shall be tied to the Producers Price Index Series PCU54181-54181- for Employment Services, which must be referenced to calculate rate de-escalation or escalation.

SECTION 6: INVOICING

Contractor shall invoice Authorized Purchasers for the Services as agreed to in the applicable Purchase Order and in accordance with Exhibit E, Specifications, Section 6.

All payments are subject to the provisions of ORS 293.462 and shall not exceed the applicable Billing Rates or any total maximum not-to-exceed compensation set forth in any PO. All Billing Rates invoiced by Contractor shall be charged at the rates agreed to in Section 5 above. An Authorized Purchaser shall have no liability for any Billing Rates or expenses that are charged in amounts that exceed those agreed to in Section 5 above nor shall an Authorized Purchaser have any liability for any Billing Rates, expenses, or any other fees that exceed the maximum not-to-exceed compensation agreed to in a PO.

Contractor shall maintain a firm rate schedule relative to any and all costs associated with the Services described in Exhibit E, Specifications, which may be requested by Authorized Purchasers for the duration of any engagement established by a Purchase Order.

SECTION 7: TERM OF AGREEMENT; AMENDMENTS

7.1 TERM

The initial term of this Price Agreement shall be two (2) year, beginning on the date this Price Agreement has been executed and all required approvals have been obtained (the "Term").

On concurrence of the parties, this Price Agreement may be extended for additional extension terms ("Extension Terms"). It is provided, however, that the maximum term of this Agreement, including all Extension Terms, shall not exceed six (6) years, beginning on the Effective Date. No POs executed prior to the expiration of this Agreement may extend more than one year beyond the expiration of this Agreement. No POs may be extended after the expiration of this Agreement.

7.2 EXTENSION OF TERM

DAS reserves the right in its sole discretion to extend the term of this Agreement for not more than one calendar month beyond any term or beyond this Agreement's maximum term. DAS shall notify Contractor in writing of the one-month extension at least 30 calendar days before the term expires. Contractor may not increase pricing during the one-month extension obtained pursuant to this section.

7.3 ANTICIPATED AMENDMENTS

The parties anticipate that during the term of the Agreement, the parties may need to modify selected terms and conditions of this Agreement. Any Amendments agreed to shall be made in accordance with OAR 125-247-0805 and ORS 279A.210(1)(c), which shall be incorporated by reference as though fully set forth in this section. Amendments that may be required could include, without limitation, those relating to (i) changes in the State's business process or restructure of an Agency, (ii) additional Services that are within the scope of the original procurement and the Agreement, (iii) certain Services that are no longer required to be performed, and (iv) Billing Rates changes but only in accordance with Section 5 above.

7.4 AMENDMENTS

No waiver, consent, or amendment of terms to this Agreement, including any Exhibits, and POs, shall be binding unless in writing and signed by the authorized representatives of the applicable parties, and all approvals required by applicable law have been obtained. Pursuant to ORS 279A.210(1)(c), no PO may amend any of the material terms or conditions of this Agreement. Any PO that amends this Agreement in accordance with ORS 279A.210(1)(c) shall expressly state that the amended terms are for purposes of such PO only and must include the signature of an authorized representative of DAS. In no event shall any permitted amendatory PO serve to amend this Agreement for the purposes of any other PO.

SECTION 8: INDEPENDENT CONTRACTOR; RESPONSIBILITY FOR TAXES AND WITHHOLDING

8.1 INDEPENDENT CONTRACTOR

Contractor shall perform all Services as an independent contractor. DAS and other Authorized Purchasers reserve the right to (i) determine and modify the delivery schedule for the Services and (ii) evaluate the quality of the Services. However, neither DAS nor any other Authorized Purchaser may control, nor will they control, the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Services.

8.2 NO AGENCY OR EMPLOYMENT

Contractor understands and agrees that Contractor is not an "officer," "employee," or "agent" of DAS or any Authorized Purchaser, as those terms are used in ORS 30.265.

8.3 RESPONSIBILITY FOR TAXES

Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under any PO and, unless Contractor is subject to backup withholding, neither DAS nor any Authorized Purchaser will withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under the PO, except as a self-employed individual.

Tax Compliance. Contractor warrants that Contractor has complied with the tax laws of this State and the applicable tax laws of any political subdivision of this State. Contractor shall, throughout the duration of this Agreement and any extensions, comply with all tax laws of this State and all applicable tax laws of any political subdivision of this State. For the purposes of this section, "tax laws" includes: (i) All tax laws of this State, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this State that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) Any tax provisions imposed by a political subdivision of this State that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any failure to comply with the provisions of the previous paragraph ("Tax Compliance"), including Contractor's warranty set forth in the first sentence of that paragraph, constitutes a material breach of this Agreement. Any such failure to comply shall entitle DAS to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

- Termination of this Agreement, in whole or in part;
- Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and
- Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief.

DAS and other affected Authorized Purchasers may recover any and all damages suffered as the result of Contractor's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services.

In addition, DAS will report this Agreement to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including: (i) garnishing Contractor's compensation under this Agreement or any PO issued by a state agency; and (ii) exercising a right of setoff for any amounts that may be due and unpaid.

SECTION 9: CONFLICTS OF INTEREST

If Contractor is currently performing services for the State of Oregon or the federal government, Contractor represents and warrants that: Contractor's Services to be performed under any PO create no potential or actual conflict of interest as defined by ORS chapter 244, and no statutes, rules or regulations of the state or federal agency for which Contractor currently performs services would prohibit Contractor's Services under any PO.

SECTION 10: COMPLIANCE WITH APPLICABLE LAW, AGENCY POLICIES AND PROCEDURES

10.1 Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement, to any POs, or to the performance of the Services, as those provisions may be adopted or amended from time to time. DAS's and each Authorized Purchaser's performance under each PO is conditioned upon Contractor's compliance with the obligations of contractors under ORS 279B.220, 279B.230, and 279B.235, which are incorporated by reference herein. Contractor shall, to the maximum extent economically feasible in the performance of any PO, use recycled paper (as defined in ORS 279A.010(1)(ee)), recycled PETE products (as defined in ORS 279A.010(1)(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(gg)).

10.2 Without limiting the generality of Sections 8.3 and 10.1 above, Contractor must, throughout the duration of this Agreement, comply with all tax laws of the State and all applicable tax laws of any political subdivision of the State. For the purposes of this section, "tax laws" includes all the provisions described in Section 14.7 below.

10.3 Contractor shall comply with all policies and procedures of any Authorized Purchaser with whom Contractor enters into a PO, including, without limitation, those relating to access to and use of facilities, criminal background and driving record checks, use and dissemination of Authorized Purchaser information, and use of information technology and other tangible or intangible Authorized Purchaser assets. Contractor shall require the same from its Key Persons.

10.4 Pay Equity Compliance. As required by ORS 279B.235, Contractor must comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Contractor's compliance with this Section and with Section 10.5 constitutes a material element of this Price Agreement and a failure to comply constitutes a breach that entitles DAS to terminate this Price Agreement for cause.

10.5 As required by ORS 279B.235, Contractor may not prohibit any of its employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

10.6 Nondiscrimination in Employment. Contractor certifies, in accordance with ORS 279A.112, that Contractor has in place a written policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class, as defined by ORS 279A.112. As a material term of this Agreement, Contractor must maintain, throughout the duration of this Agreement, a policy and practice that complies with ORS 279A.112. Contractor's policy and practice must include giving employees a written notice of a policy that both prohibits, and prescribes disciplinary measures for, conduct that constitutes sexual harassment, sexual assault, or unlawful discrimination. DAS reserves the right to request a copy of Contractor's policy.

10.7 Notwithstanding anything that may be to the contrary in this Price Agreement, the following paragraph shall be incorporated into any resulting Purchase Order:

Contractor and Authorized Purchaser shall provide DAS with written notice of any dispute arising between those parties involving Price Agreement or Purchase Order Contract performance issues, such as disputes concerning the provision of Services or compliance with specifications, that those parties have been unable to resolve.

SECTION 11: RESERVED

SECTION 12: SPECIAL QUALIFICATIONS; NO SUBCONTRACTS; SUCCESSORS AND ASSIGNMENTS

12.1 Special Qualifications;

12.1.1 No Subcontracts. Contractor was a successful proposer under Request for Proposal No. DASPS-3153-19, a competitive, sealed procurement process, and was awarded the opportunity to enter into this Agreement as a result of an evaluation that Contractor possessed the special qualifications, experience, training, and integrity desired by DAS and Authorized Purchasers. Contractor acknowledges that this Agreement is entered into as a result of the special qualifications, experience, training, and integrity of Contractor or, if Contractor is other than an individual, Contractor's Key Persons. Therefore, Contractor acknowledges and agrees that Contractor shall not delegate to any third party, Contractor employee, agent, or subcontractor, any performance of its powers and responsibilities it is required to provide under this Agreement or any PO. Further, Contractor shall not enter into any subcontracts for any of the Services required to be performed under this Agreement and shall not otherwise assign, delegate, transfer any of Contractor's rights or obligations under this Agreement.

12.1.1.1 If Contractor is other than an individual, Contractor understands and agrees that the prohibition against the delegation and subcontracting of Services, and the reasons for such prohibition, as set forth in Section 12.1.1 are applicable to Contractor's Key Person(s) identified in this section:

Contractor's Key Person(s) & Contact Information	
Key Person # 1 Name: Joseph R. Hawes Title: CEO Phone: 541-335-2206 Email: Joe@hawes.group	Key Person # 2 Name: Jeffrey D. Johnson Title: CCO Phone: 541-335-2207 Email: jeff@hawes.group

12.1.2 Contractor may not assign, transfer or subcontract any of its rights under this Agreement, or delegate or subcontract any duties or obligations under this Agreement, except with the prior written consent of DAS. All assignments, transfers or subcontracting of rights are prohibited under this subsection, whether they are voluntary or involuntary, by merger, consolidation, stock transfer, asset sale, change in control, dissolution, operation of law, or by any other manner.

12.1.3 Any purported assignment, transfer, or subcontracting of rights or delegation or subcontracting of duties or obligations in violation of this section is void.

12.1.4 DAS's consent given for any of the actions described in this Section 12.1 shall not relieve Contractor of any of its duties or obligations under this Agreement.

12.1.5 Successors and Assigns. The provisions of this Agreement and any and all POs shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns, if any.

12.1.6 Each Authorized Purchaser reserves the right to require any successors, assigns, or subcontractors to undergo a responsibility determination equivalent to that

which was a contingency of the award of this Price Agreement.

Section 13: Intellectual Property

13.1 DEFINITIONS. THE FOLLOWING TERMS HAVE THE MEANINGS SET FORTH BELOW:

13.1.1 “Contractor Intellectual Property” means any intellectual property owned by Contractor and developed independently from the Services provided pursuant to a PO.

13.1.2 “Third Party Intellectual Property” means any intellectual property owned by parties other than Agency or Contractor.

13.1.3 “Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that is specifically made, conceived, discovered or reduced to practice by Contractor (either alone or with others) pursuant to this Agreement, a PO.

13.2 Ownership of Certain Work Product. Work Product that is required to be delivered to DAS or any other Agency as a deliverable (“Deliverable”) as agreed to under a PO shall be the exclusive property of Agency. Agency and Contractor agree that Deliverables which are required to be delivered to and which are paid for by Agency shall be “work made for hire” of which Agency is the author within the meaning of the United States Copyright Act. If for any reason any such Deliverable(s) is not “work made for hire,” Contractor irrevocably assigns to Agency any and all of its rights, title, and interest in such Deliverable(s). Upon Agency’s reasonable request, Contractor shall execute such further documents and instruments necessary to fully vest such rights in Agency.

13.3 Contractor Intellectual Property. Contractor retains ownership of all Contractor Intellectual Property that Contractor delivers to Agency pursuant to the Services performed under this Agreement, a PO. Contractor shall be the owner of all Work Product that is not “work made for hire” as identified in Section 13.2 above. Contractor grants Agency a license to use any and all Contractor Intellectual Property incorporated into any Work Product.

13.4 Third Party Intellectual Property. In the event Contractor uses any Third Party Intellectual Property in performing the Services, Contractor shall obtain a license to use all such Intellectual Property. Contractor shall also, in the event Contractor incorporates any Third Party Intellectual Property into any Work Product, secure on Agency’s behalf, in the name of Agency and subject to Agency’s approval, a license to all Third Party Intellectual Property that Contractor incorporates into any Work Product.

13.5 Agency Intellectual Property; Data and Background Information. Agency owns all Agency Intellectual Property and Agency data and background information provided to Contractor pursuant to this Agreement and any PO. Agency grants Contractor a non-exclusive, royalty-free, world-wide license to use, copy, display, distribute, transmit, and prepare derivative works of Agency Intellectual Property and Agency data and background information only to fulfill the purposes of this Agreement and any PO. Agency’s license to Contractor is limited by the term of the applicable PO and the confidentiality obligations of this Agreement.

13.6 No Rights. Except as expressly set forth in this Agreement, nothing in this Agreement or in any PO shall be construed as granting to or conferring upon Contractor

any right, title, or interest in any intellectual property that is now owned or subsequently owned by Agency. Except as expressly set forth in this Agreement or a PO, nothing in this Agreement shall be construed as granting to or conferring upon Agency any right, title, or interest in any Contractor Intellectual Property that is now owned or subsequently owned by Contractor. Neither DAS nor any other Agency grants Contractor the right to use their respective trademarks, trade names, service marks, or other designations in any promotion or publication without prior written consent.

SECTION 14: Contractor's Representations and Warranties

Contractor represents and warrants to DAS and each Authorized Purchaser that:

- 14.1 Authority. Contractor has the power and authority, including the legal capacity, to enter into and perform the Services required under this Agreement and the applicable PO;
- 14.2 Enforceability of POs. Each PO issued under this Agreement, when executed and delivered, is a valid and binding obligation of Contractor enforceable in accordance with its terms;
- 14.3 No Violations. Contractor is not in violation of, charged with nor, to the best of Contractor's knowledge, under any investigation with respect to violation of, any provision of any federal, state or local law, ordinance, regulation, or any other requirement or order of any governmental or regulatory body or court or arbitrator applicable to provision of the Services, and Contractor's provision of the Services shall not violate any such law, ordinance, regulation or order;
- 14.4 Licenses. Contractor is duly licensed to perform the Services and shall maintain its license(s) throughout the term of this Agreement and all POs, and if there is no licensing requirement for the performance of the profession or Services, is duly qualified and professionally competent to perform the Services;
- 14.5 Professional Standards. Contractor has the skill and knowledge possessed by well-informed members of its profession, industry, or trade and Contractor will apply that skill and knowledge with care and diligence and perform all Services in a timely, professional manner in accordance with the highest standards applicable to Contractor's profession, industry, or trade;
- 14.6 Intellectual Property. When used as authorized by this Agreement, no Work Product infringes, nor will DAS's or any other Authorized Purchaser's use, duplication, or transfer of the Work Product infringe, any copyright, patent, trade secret or other proprietary right of any third party; and
- 14.7 Taxes. To the best of Contractor's knowledge, after due inquiry, for a period of no fewer than six (6) calendar years preceding the Effective Date, Contractor faithfully has complied with:
 - 14.7.1 All tax laws of the State, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - 14.7.2 Any tax provisions imposed by a political subdivision of the State that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;

14.7.3 Any tax provisions imposed by a political subdivision of the State that applied or apply to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor.

14.8 Other Warranties. The warranties specified in this Section 14 are in addition to, and not in lieu of, any other warranties provided. All warranties are cumulative and will be interpreted broadly to give DAS and any other Authorized Purchaser the greatest warranty protection available.

SECTION 15: Breach; Remedies; Termination

15.1 Breach by Contractor. Contractor breaches this Agreement if Contractor:

15.1.1 Has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;

15.1.2 No longer holds a license or certificate that is required for Contractor to perform its obligations under this Agreement and Contractor has not obtained the license or certificate within fourteen (14) calendar days after DAS or any other Authorized Purchaser, as applicable, delivers notice of breach to Contractor or a longer period as DAS or the Authorized Purchaser may specify in the notice;

15.1.3 Commits any material breach of any covenant, warranty, obligation or certification under this Agreement, fails to perform its obligations under this Agreement or a PO within the time specified or any extension of that time, and Contractor fails to cure, if curable, the breach within fourteen (14) calendar days after DAS or the Authorized Purchaser delivers notice of breach to Contractor or a longer period as DAS or the Authorized Purchaser, as applicable, may specify in the notice; or

15.1.4 Breaches its obligations under Sections 8.3, 10.2, 10.3 to 10.6, 12.1, or its warranties in Section 14.5 or 14.7.

15.2 Remedies.

If Contractor is in breach of this Agreement, DAS and any affected Authorized Purchaser shall be entitled to recover for any and all damages suffered as the result of Contractor's breach. In addition, at DAS's and the Authorized Purchaser's option, DAS and the Authorized Purchaser shall have the right to pursue any or all other remedies DAS or the Authorized Purchaser may have available at law or in equity, including, but not limited to any or all of the following:

15.2.1 DAS's Termination of this Agreement under Section 15.3.3;

15.2.2 DAS's or the Authorized Purchaser's termination of any PO to which it is a party;

15.2.3 If Contractor is in breach under Section 15.1.4, pursue and recover damages, including penalties on behalf of other political subdivisions of the State.

To the extent they are not inconsistent, these remedies are cumulative and are in addition to any

other remedies DAS or an Authorized Purchaser may have under a PO, and DAS or the Authorized Purchaser may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever. If it is determined for any reason that Contractor was not in breach under Section 15.1 above, the rights and obligations of the parties shall be the same as if this Agreement was terminated pursuant to Section 15.3.2 below.

15.3 Termination.

This Agreement may be terminated as follows:

15.3.1 The parties may terminate this Agreement at any time by mutual written consent.

15.3.2 DAS may, at its sole discretion, terminate this Agreement, in whole or in part, upon 30 days' notice to Contractor.

15.3.3 DAS may terminate this Agreement immediately upon written notice to Contractor, or at such later date as it may establish in such notice, if Contractor breaches its obligations under Section 12.1 or is in breach of the Agreement as set forth in Section 15.1.

15.3.4 DAS may terminate this Agreement immediately upon written notice to Contractor, or at such later date as it may establish in such notice, if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the purchase of the Services offered by Contractor under this Agreement are prohibited.

15.3.5 Effect of Termination. Upon receipt of written notice of termination, Contractor shall stop performance under this Agreement as directed by DAS. POs executed prior to termination of this Agreement may continue in effect, subject to the limits on PO extensions in Section 7.1. All property of the State or of any affected Authorized Purchaser (or both) in the possession of Contractor at the time of termination shall be returned to the State or the Authorized Purchaser, as may be applicable, upon termination.

SECTION 16: INTENDED BENEFICIARIES

16.1 Agreement. DAS and Contractor are the only parties to this Agreement; however, Authorized Purchasers are intended third party beneficiaries of this Agreement. DAS, Contractor, and Authorized Purchasers are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to any third party (except Authorized Purchasers as the only intended third party beneficiaries and only when an Authorized Purchaser and Contractor have entered into a PO in connection with this Agreement).

16.2 RESERVED

16.3 Purchase Orders. An Authorized Purchaser and Contractor are the only parties to a PO and are the only parties entitled to enforce its terms. Nothing in a PO gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to third parties unless such third parties are individually identified by name in the PO and expressly identified as an intended third-party beneficiary of the PO.

SECTION 17: FUNDS AVAILABLE AND AUTHORIZED PAYMENTS

Except as provided otherwise in the applicable PO, Contractor shall be compensated for the Services only by the Authorized Purchaser with whom Contractor enters into a PO. An Authorized Purchaser will not enter into a PO unless it believes that it has, at the time of execution of the PO, sufficient funds available and authorized for expenditure to finance the costs of the Services within the Authorized Purchaser's biennial appropriation or limitation. Nevertheless, Contractor understands and agrees that an Authorized Purchaser's payment of amounts under any PO is contingent on the Authorized Purchaser receiving funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow the Authorized Purchaser, in the exercise of its reasonable administrative discretion, to make payments under the PO.

SECTION 18: RESERVED

SECTION 19: INSURANCE AND INDEMNITY

19.1 Insurance. Contractor shall, at its own cost and expense, maintain insurance as set forth in Exhibit D of this Agreement.

19.2 GENERAL INDEMNITY. CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY STATE, DAS, AUTHORIZED PURCHASERS, AND THEIR AGENCIES, OFFICERS, DIRECTORS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, STATUTORY PENALTIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING PERSONAL INJURY, DEATH, DAMAGE TO REAL PROPERTY AND DAMAGE TO TANGIBLE OR INTANGIBLE PERSONAL PROPERTY, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE INTENTIONAL, RECKLESS OR NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT OR UNDER ANY PURCHASE ORDER ISSUED HEREUNDER, INCLUDING: (I) ANY CLAIM THAT CONTRACTOR, A SUBCONTRACTOR, OR CONTRACTOR'S STAFF OR A SUBCONTRACTOR'S STAFF ARE EMPLOYEES OF THE STATE, DAS, OR ANOTHER AUTHORIZED PURCHASER FOR ANY REASON; AND (II) ANY CLAIM AGAINST THE STATE, DAS, OR ANOTHER AUTHORIZED PURCHASER, WHICH, IF TRUE, WOULD CONSTITUTE A BREACH BY CONTRACTOR OF ANY OF THE REPRESENTATIONS, WARRANTIES, OR COVENANTS SET FORTH IN THIS AGREEMENT OR IN ANY PURCHASE ORDER ("CLAIM").

19.3 INDEMNITY FOR INFRINGEMENT CLAIMS. WITHOUT LIMITING THE GENERALITY OF SECTION 19.2, CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS AND INDEMNIFY STATE, DAS, AUTHORIZED PURCHASERS, AND THEIR AGENCIES, OFFICERS, DIRECTORS, AND EMPLOYEES, FROM AND AGAINST ALL THIRD PARTY CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, STATUTORY PENALTIES, COSTS, AND EXPENSES ARISING OUT OF OR RELATING TO ANY CLAIMS THAT THE WORK, THE WORK PRODUCT OR ANY OTHER TANGIBLE OR INTANGIBLE ITEM DELIVERED UNDER THIS AGREEMENT OR ANY PURCHASE ORDER BY CONTRACTOR THAT MAY BE THE SUBJECT OF PROTECTION UNDER ANY STATE OR FEDERAL INTELLECTUAL PROPERTY LAW OR DOCTRINE, OR PURCHASING ENTITY'S REASONABLE USE THEREOF, INFRINGES ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, TRADE DRESS, MASK WORK, UTILITY DESIGN, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY ("INFRINGEMENT CLAIM"); PROVIDED, THAT STATE SHALL PROVIDE CONTRACTOR WITH PROMPT WRITTEN NOTICE OF ANY INFRINGEMENT CLAIM.

19.4 STATE SHALL REASONABLY COOPERATE IN GOOD FAITH, AT

CONTRACTOR'S REASONABLE EXPENSE, IN THE DEFENSE OF CLAIMS AND INFRINGEMENT CLAIMS, AND CONTRACTOR SHALL SELECT COUNSEL REASONABLY ACCEPTABLE TO THE OREGON ATTORNEY GENERAL TO DEFEND SUCH CLAIMS AND INFRINGEMENT CLAIMS AND SHALL BEAR ALL COSTS OF SUCH COUNSEL. COUNSEL MUST ACCEPT APPOINTMENT AS A SPECIAL ASSISTANT ATTORNEY GENERAL UNDER ORS CHAPTER 180 BEFORE COUNSEL MAY ACT IN THE NAME OF, OR REPRESENT THE INTERESTS OF, STATE, ITS AGENCIES, OFFICERS, EMPLOYEES, OR AGENTS. STATE, HOWEVER, ACTING BY AND THROUGH ITS DEPARTMENT OF JUSTICE, MAY ASSUME ITS OWN DEFENSE, INCLUDING THAT OF ITS OFFICERS, EMPLOYEES AND AGENTS, AT ANY TIME WHEN IN THE STATE'S SOLE DISCRETION IT DETERMINES THAT: (I) PROPOSED COUNSEL IS PROHIBITED FROM THE PARTICULAR REPRESENTATION CONTEMPLATED; (II) COUNSEL IS NOT ADEQUATELY DEFENDING OR ABLE TO DEFEND THE INTERESTS OF THE STATE, ITS OFFICERS, EMPLOYEES OR AGENTS; (III) IMPORTANT GOVERNMENTAL INTERESTS ARE AT STAKE; OR (IV) THE BEST INTERESTS OF THE STATE ARE SERVED THEREBY. CONTRACTOR'S OBLIGATION TO PAY FOR ALL COSTS, ATTORNEY FEES, AND EXPENSES SHALL INCLUDE THOSE INCURRED BY THE STATE IN ASSUMING ITS OWN DEFENSE AND THAT OF ITS OFFICERS, EMPLOYEES, OR AGENTS UNDER (I) AND (II) ABOVE. SUBJECT TO THE LIMITATIONS NOTED ABOVE, CONTRACTOR MAY DEFEND SUCH CLAIMS AND INFRINGEMENT CLAIMS WITH COUNSEL OF ITS OWN CHOOSING PROVIDED THAT NO SETTLEMENT OR COMPROMISE OF ANY SUCH CLAIMS OR INFRINGEMENT CLAIMS SHALL OCCUR WITHOUT THE CONSENT OF STATE, WHICH CONSENT SHALL NOT UNREASONABLY BE WITHHELD, CONDITIONED, OR DELAYED.

19.5 CONTROL OF DEFENSE AND SETTLEMENT FOR CLAIMS AGAINST ORCPP MEMBERS. IN THE EVENT A CLAIM ARISES UNDER ANY PURCHASE ORDER ENTERED INTO BY CONTRACTOR AND AN ORCPP MEMBER THAT IS NOT A STATE AGENCY, THIS SECTION SHALL CONTROL OVER SECTION 19.4 ABOVE. IN ANY SUCH CASES, CONTRACTOR SHALL HAVE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM THAT IS SUBJECT TO INDEMNIFICATION UNDER THIS SECTION 19; HOWEVER, NEITHER CONTRACTOR NOR ANY ATTORNEY ENGAGED BY CONTRACTOR SHALL DEFEND THE CLAIM IN THE NAME OF THE ORCPP MEMBER, NOR PURPORT TO ACT AS LEGAL REPRESENTATIVE OF THE ORCPP MEMBER, WITHOUT FIRST RECEIVING PRIOR WRITTEN CONSENT FROM SUCH MEMBER, NOR SHALL CONTRACTOR SETTLE ANY CLAIM ON BEHALF OF SUCH ORCPP MEMBER WITHOUT THE PRIOR WRITTEN CONSENT OF THE REPRESENTATIVE OF THE ORCPP MEMBER AUTHORIZED TO PROVIDE SUCH CONSENT. THE ORCPP MEMBER MAY, AT ITS ELECTION, ASSUME ITS OWN DEFENSE AND SETTLEMENT IF THE MEMBER DETERMINES THAT: (I) CONTRACTOR IS PROHIBITED FROM DEFENDING THE ORCPP MEMBER, (II) CONTRACTOR IS NOT ADEQUATELY DEFENDING THE ORCPP MEMBER'S INTERESTS, OR (III) AN IMPORTANT PRINCIPLE IS AT ISSUE AND THE ORCPP MEMBER DESIRES TO ASSUME ITS OWN DEFENSE. IN THE EVENT THE ORCPP MEMBER ASSUMES ITS OWN DEFENSE UNDER (I) OR (II), IT SHALL BE AT CONTRACTOR'S EXPENSE.

SECTION 20: RECORDS MAINTENANCE; ACCESS

Contractor shall maintain all financial records relating to this Agreement and all POs in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records, including books, documents, papers, plans, records of shipments and payments and writings of Contractor that are pertinent to this Agreement or any PO in such a manner as to clearly document Contractor's performance. All financial records and all other records are "Records." Contractor shall permit State, DAS, any Authorized Purchaser, the

Oregon Secretary of State's Office, the federal government, and their duly authorized representatives to have access to the Records, whether in paper, electronic or other form, to perform examinations and audits and make copies, excerpts and transcripts, except to the extent that such Records are confidential under state or federal law. Contractor shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following both (i) the final payment under the last PO entered into and (b) the expiration or termination of the Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to the Agreement or any PO, whichever date is later.

SECTION 21: FOREIGN CONTRACTOR

If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those entities relative to this Agreement and the applicable PO. Contractor shall demonstrate its legal capacity to perform the Services under this Contract and any PO in the State of Oregon before entering into this Agreement.

SECTION 22: DISCLOSURE OF SOCIAL SECURITY NUMBER

Contractor shall provide Contractor's Social Security number to DAS upon execution of this Agreement and to the Authorized Purchaser upon execution of a PO unless Contractor provides a federal tax identification number. This number is requested pursuant to ORS 305.385, OAR 125-246-0330(2), and OAR 150-305-0010. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal, and local tax laws.

SECTION 23: FORCE MAJEURE

DAS, Authorized Purchasers, and Contractor will not be liable for any delays or failures in performance due to riot, acts of political sabotage, war, fire, earthquakes, tsunamis, or other similar natural disasters beyond the reasonable control of DAS, the respective Authorized Purchaser, or Contractor. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement and any PO.

However, DAS may terminate this Agreement upon written notice to Contractor after reasonably determining that such delay or default will likely prevent successful performance of this Agreement. An Authorized Purchaser may terminate a PO formed under this Agreement after reasonably determining that such delay or default will likely prevent successful performance of the Contract formed by the PO.

SECTION 24: SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Agreement except those rights and obligations which expressly or by their nature survive termination of this Agreement, including, without limitation, Sections 4 to 8, 12 to 15, 19, 20, and 24 to 31. All rights and obligations under a PO shall cease upon termination or expiration thereof except those rights and obligations which expressly or by their nature survive termination of such PO including, without limitation, those sections relating to warranties and liabilities, independent contractor status, taxes and withholdings, not-to-exceed compensation, Contractor's duties of confidentiality, ownership and license of intellectual property and Deliverables, remedies, order of precedence, third party beneficiaries, waiver, integration, and certifications.

SECTION 25: NOTICE

Except as otherwise expressly provided in the applicable PO, any communications between Contractor and DAS or notices to be given under this Agreement shall be given in writing by email, personal delivery, US mail, or parcel carrier to Contractor or DAS at the address, number or email address set forth in this Agreement in the signature blocks below, the applicable PO, or both, or to such other addresses or numbers as the parties may indicate in writing to the others pursuant to this section. Any communication or notice so addressed shall be deemed received as follows: (i) via US Mail - five (5) calendar days after the date of the postmark, (ii) via parcel carrier – 48 hours after placing the Notice with such carrier, (iii) via hand delivery – when actually delivered to the physical address, and (iv) via email – upon receipt of auto-delivery notice from the recipients email program when followed up by a confirmation telephone call by the party providing Notice.

SECTION 26: SEVERABILITY

The parties agree that if any term or provision of this Agreement or any PO is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if, respectively, this Agreement, the PO did not contain the particular term or provision held to be invalid. In such event, the parties intend that the conflict not invalidate the other provisions of this Agreement or of any PO, and the parties shall negotiate in good faith to agree on replacement language for the offending term or provision that will be consistent with the purposes of this Agreement and of any PO.

SECTION 27: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

SECTION 28: GOVERNING LAW, VENUE, CONSENT TO JURISDICTION

This Agreement, and each PO established under this Agreement, shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Oregon without regard to principles of conflicts of law.

28.1 State Venue; Consent to Jurisdiction. Any claim, action, suit or proceeding (collectively, "Claim") between an Authorized Purchaser that is an agency of the State of Oregon and Contractor that arises from or relates to this Agreement or any Purchase Order entered into under this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of the State of Oregon for Marion County. It is provided, however, that if a Claim must, as mandated by federal law, be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SUCH COURTS, WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein may be construed as a waiver of the State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

28.2 ORCPP Venue; Consent to Jurisdiction. Any Claims between Contractor and an Authorized Purchaser other than an agency of the State of Oregon that arise from or relate to this Agreement or any Purchase Order entered into under this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of the county in which such Authorized Purchaser resides, or at the Authorized Purchaser's option, within such other county as the Authorized Purchaser is entitled under the laws of the relevant jurisdiction to bring or defend Claims. It is provided, however, that if a Claim must, as mandated by federal law, be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District in which such ORCPP Authorized Purchaser resides. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS, WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of an Authorized Purchaser's sovereign or governmental immunity, if any, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

SECTION 29: MERGER CLAUSE; WAIVER

This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding the subject matter of this Agreement. No waiver, consent, modification or change of terms of this Agreement or any PO shall bind the parties unless agreed to in an amendment made in accordance with Section 7.4 above. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of DAS or any Authorized Purchaser to enforce any provision of this Agreement or any PO shall not constitute a waiver by DAS or the Authorized Purchaser of that or any other provision.

SECTION 30: MEDIATION

If the parties to an PO become involved in a dispute regarding any of the terms, conditions, performance, or any obligations under the PO, the parties shall submit to mediation prior to the commencement of litigation to enforce the PO. The mediator shall be an individual mutually acceptable to the parties, but in the absence of agreement, each party shall select a temporary mediator, and the temporary mediators shall jointly select the permanent mediator. Each party agrees to pay its own costs for the time and effort involved in mediation and split equally the cost of the temporary mediators, if any, and the mediator. Both parties agree to exercise best efforts and act in good faith to resolve all disputes in mediation. The parties shall mutually agree on the schedule and time allowed for mediation. The parties shall comply with statutes and administrative rules governing the confidentiality of mediation, if any.

SECTION 31: TAX CERTIFICATION

The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury to the best of the individual's knowledge that:

31.1 Not Subject to Backup Withholding. Contractor is not subject to backup withholding because (a) Contractor is exempt from backup withholding, (b) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified Contractor that Contractor is no longer subject to backup withholding;

31.2 Authorized to Act. The individual signing on behalf of Contractor is authorized to act

on Contractor's behalf, has authority and knowledge regarding Contractor's payment of taxes, and to the best of the signatory's knowledge, Contractor is not in violation of any Oregon tax laws, including, without limitation, those tax laws listed in ORS 305.380(4), namely ORS Chapters 118, 314, 316, 317, 318, 320, 321 and 323 and Sections 10 to 20, Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); and any local taxes administered by the Oregon Department of Revenue under ORS 305.620;

31.3 Independent Contractor. Contractor is an independent contractor as defined in ORS 670.600; and

31.4 Tax ID Accurate. The Contractor tax identification numbers provided to DAS are true and accurate.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT.

CONTRACTOR

Authorized Signature:  Date: March 18, 2020

Printed Name: Joseph R. Hawes Title: Chief Executive Officer

Legal Entity Name: Ray Klein, Inc.
(tax filing)

Business Name: Professional Credit Service

Address: 400 International Way, Springfield, OR 97477

Citizenship: Non-resident alien ☐ Yes ☒ No
(if applicable)

Business Designation: ☒ Professional Corporation ☐ Partnership ☐ Limited Partnership
(check one) ☐ Limited Liability Company ☐ Limited Liability Partnership
☐ Sole Proprietorship ☐ Other

Contractor Notices Contact

Notices Contact Name: Wade C. Isbell

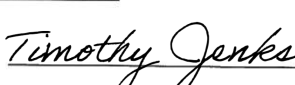
Title: General Council

Address: 400 International Way, Springfield, OR 97477

Email Address: wisbell@professionalcredit.com

Phone Number: 541-335-2159

DAS PROCUREMENT SERVICES

Authorized Signature:  Date: April 1, 2020

Printed Name: Timothy Jenks Title: State Procurement Analyst

DAS Notices Contact

Notices Contact Name: Timothy Jenks

Title: State Procurement Analyst

Address: 1225 Ferry St SE Salem OR 97301

Email Address: Tim.jenks@oregon.gov

Phone Number: 503-378-4778

OREGON DEPARTMENT OF JUSTICE (Legal Sufficiency Approval)

Authorized Signature: Approved by Email Date: _____

Printed Name: _____ Title: Assistant Attorney General _____

Email Approval:
(addressee, date and time) _____

Exhibit A
Services
[Debt Collection Services]

The pricing for this Agreement is a percentage (Contingency fee) of the amount collected for the following:

1. Contingency Fee for 1st Placement Accounts - Accounts that have not been referred to a private collection firm previously by the Authorized Purchaser. – **17.5%**
2. Contingency Fee for all other placements- Accounts that have previously been referred to a private collection firm by the Authorized Purchaser. – **17.5%**
3. Contingency Fee for payments resulting from garnishments where the Contractor identified the source and requested the Authorized Purchaser to issue the garnishment (Exhibit E- Section 4.12). -**12.5%**
4. Additional services offered to Authorized Purchasers. Pricing must include method of billing (per hour, per unit). **N/A**

Exhibit B

		STATE OF OREGON		PURCHASE ORDER (PO) NO.		PAGE #	
Authorized Purchaser's Authorized Representative			Purchase Order Date		Requisition No.		
Contractor Name and Address				Authorized Purchaser's Invoicing Address			
Contractor FEIN		Price Agreement number		Authorized Purchaser's Authorized Representative Email Address			
Deliver to Address				Authorized Purchaser's Authorized Representative Phone and Fax Number			
				Delivery Schedule or Delivery Date			
Item	Description	Quantity	U/M	Unit Price	Net Price		
					Sub Total		
					Freight		
					Total		
This Purchase Order, in addition to any exhibits or addenda attached, is placed against State of Oregon Solicitation # _____ and Price Agreement _____. The terms and conditions contained in the Price Agreement apply to this purchase and take precedence over all other conflicting terms and conditions, express or implied. There are no understandings, agreements or representations, oral or written, not specified herein.							
Agency's Authorized Representative to Make Purchase					Date		

Exhibit C

1) **Volume Sales Report (VSR)**

1. Contractor shall submit a Volume Sales Report (VSR) to Department of Administrative Services, Procurement Services (DASPS) no later than thirty (30) calendar days after the end of each calendar quarter. Calendar quarters end March 31, June 30, September 30, and December 31.
2. Contractor shall not reflect the Vendor Collected Administrative Fees (VCAF) as a separate line item charge to Authorized Purchasers.
3. The VSR must contain:
 - a) Complete and accurate details of all receipts (for both sales and refunds) for the reported period;
 - b) The information identified in DASPS document titled Volume Sales Report Template. This document should be supplied by the DASPS Contract Administrator at time of execution.
 - c) Such other information as DASPS may reasonably request. Contractor shall send a VSR to DASPS each quarter, whether or not there are sales. When no sales have been recorded for the quarter a report must be submitted stating "No Sales for the Quarter." This report may be sent by e-mail without any attachment provided the subject title clearly identifies Contractor's company name, the relevant Price Agreement Number, and the reporting period for the VSR.
4. Contractor shall provide the VSR in MS Excel (.xls, .xlsx) format and in spreadsheet form. The VSR must be submitted by e-mail unless the size of the file precludes transmission by email. VSR may be submitted by CD if the file precludes transmission by email. Delivered print outs of VSRs or faxed VSRs are not acceptable. Approval from the Contract Administrator must be obtained for deviations from these requirements.
5. Contractor shall submit the first VSR to the DASPS Contract Administrator for review and approval. The approved first VSR and subsequent VSRs must be submitted to VCAF.REPORTING@OREGON.GOV. The Contract Administrator's receipt or acceptance of any of the VSRs furnished pursuant to the Price Agreement shall not preclude DASPS from challenging the validity thereof at any time.
6. Procurement Services reserves the right to terminate the Price Agreement if VSRs are not received as scheduled or in the prescribed format.

Vendor Collected Administrative Fee (VCAF)

1. The Department of Administrative Services (DAS) will invoice the Contractor based on the approved VSR. Within 30 days from the date of invoice receipt, the Contractor shall remit payment to DAS to the "remit to" address listed on the invoice.
2. Contractor shall not reflect the VCAF as a separate Quote, PO or Invoice line item charge to Authorized Purchasers.
3. Contractor shall keep records showing the sales of Goods pursuant to the Agreement in sufficient detail to enable DASPS to determine the VCAF payable by Contractor and further agrees to permit its books and records to be examined from time to time to the extent necessary to verify the Volume Sales Reports. Such examination is to be made at the expense of DASPS by any auditor appointed by DASPS who is reasonably acceptable to Contractor, or, at the option and expense of Contractor,

by a certified public accountant appointed by Contractor.

4. In the event that such examination reveals underpayment of the VCAF, Contractor shall immediately pay to DASPS the amount of deficiency, together with any interest owed. If the examination reveals an underpayment of 5% or more, Contractor shall reimburse DASPS for the cost of the audit.
5. The VCAF is a charge generally equal to 2% (Two Percent) of Contractor's gross total sales, less any credits or refunds, made to Authorized Purchasers during the calendar quarter. In some instances, due to market conditions, the VCAF may vary from the 2% (Two Percent) standard. In all instances, the contract will clearly state the rates of the applicable VCAF.
6. If VCAF is not paid by the invoice due date, the past due balance may accrue interest at a rate of 18% per annum until such past due amount has been paid in full. In addition, the account balance will be assigned to the Oregon Department of Revenue, and subsequently a private collection firm, for collection as required by Oregon Revised Statute 293.231. At that time, you will also become responsible for the payment of an additional collection fee of up to 35.14% percent of the amount you owe. This additional percentage will apply to any increase in the amount you owe due to the accrual of interest on the unpaid principal amount. DASPS' right to interest on late payments shall not preclude DASPS from exercising any of its other rights or remedies pursuant to the Price Agreement or otherwise with regards to Contractor's failure to make timely remittances.
7. Contractor shall make VCAF payments by Automated Clearing House (ACH) transactions.
8. ACH Credit transactions will be initiated by Contractor to initiate transfer of funds from a bank account of Contractor's choosing to the bank for DASPS after Contractor receives from Department of Administrative Services Shared Financial Services (DAS SFS) a completed authorization agreement for ACH Credits. These payment transactions will be processed upon receipt of invoice from DAS SFS. Contractor shall comply with DAS SFS's reasonable instructions to facilitate this method of payment as noted with the receipt of the first invoice email.

In the event ACH is not available as a means of invoice payment, the Contractor may remit in the form of a check. The check MUST reference the PS invoice number. Payments must be mailed to:

DAS-SFS-Cashier
155 Cottage ST NE
Salem, OR 97301

Exhibit D

INSURANCE REQUIREMENTS

1 INSURANCE REQUIREMENTS:

Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit D prior to performing under this Price Agreement and shall maintain it in full force and at its own expense throughout the duration of this Price Agreement, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to DAS. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

☒ Required ☐ Not required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to DAS. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Price Agreement, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE:

☒ Required ☐ Not required

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$2,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for

Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

☒ Required ☐ Not required

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Price Agreement by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than **\$2,000,000** per claim. Annual aggregate limit shall not be less than **\$2,000,000**. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Tail Coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY:

☒ Required ☐ Not required

Contractor shall provide network security and privacy liability insurance for the duration of the contract and for the period of time in which Contractor (or its Business Associates or subcontractor(s)) maintains, possesses, stores or has access to agency or client data, whichever is longer, with a combined single limit of no less than **\$2,000,000** per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of agency or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), Payment Card Data and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of agency data.

POLLUTION LIABILITY:

☐ Required ☒ Not required

Pollution Liability Insurance covering Contractor's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor, all arising out of the Goods delivered or Services (including transportation risk) performed under this Price Agreement is required. Combined single limit per occurrence shall not be less than \$_____. Annual aggregate limit shall not be less than \$_____.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Contractor's or subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Contractor that arise from the Goods delivered or Services (including transportation risk) performed by Contractor under this Price Agreement is also acceptable.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Price Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Price Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against DAS or the State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not DAS has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Price Agreement, for a minimum of 24 months following the later of (i) Contractor's completion and DAS' acceptance of all Services required under this Price Agreement, or, (ii) DAS or Contractor termination of this Price Agreement, or, iii) the expiration of all warranty periods provided under this Price Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Contractor shall provide to DAS Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Price Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Price Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, DAS has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

Contractor or its insurer must provide at least 30 days' written notice to DAS before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by DAS under this agreement and to provide updated requirements as mutually agreed upon by Contractor and DAS.

STATE ACCEPTANCE:

All insurance providers are subject to DAS acceptance. If requested by DAS, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents, and related insurance documents to DAS' representatives responsible for verification of the insurance coverages required under this Exhibit 10.

Additional Coverages That May Apply:

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:

☐ Required ☒ Not required

Directors, Officers and Organization insurance covering the Contractor's Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of grant funds and donor contributions which includes state or federal funds - with a combined single limit of no less than \$_____ per claim.

CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND

☐ Required ☒ Not required

Third party Employee Dishonesty or Fidelity Bond coverages for loss of state-owned property by dishonest acts of an employee of the Contractor. Coverage limits shall not be less than \$_____.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:

☐ Required ☒ Not required

Abuse and Molestation Insurance in a form and with coverage that are satisfactory to DAS covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$_____ per occurrence. Any annual aggregate limit shall not be less than \$_____. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals,

and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

(DRONE) / UNMANNED AIRCRAFT SYSTEMS / UNMANEED AERIAL VEHICLE LIABILITY:

☐ Required ☒ Not required

Drone Liability Insurance covering bodily injury, property damage, and personal and advertising injury caused by owned and non-owned drones including the drone's payload and/or dispensable loads in a form and with coverage that are satisfactory to DAS. This insurance shall include premises liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project, operation or territory of operation. Coverage shall be written on an occurrence basis in a combined single limit amount of not less than \$_____ per occurrence.

AIRCRAFT LIABILITY

☐ Required ☒ Not required

Aircraft Liability Insurance with a combined single limit for bodily injury and property damage liability including passengers (if carrying passengers other than crew members) of not less than \$_____ per occurrence/aggregate.

AIR CARGO LIABILITY INSURANCE

☐ Required ☒ Not required

Air cargo insurance covering loss of cargo in transit during the performance of this Price Agreement. Combined single limit per occurrence shall not be less than \$_____ per occurrence.

AIRCRAFT AERIAL APPLICATION LIABILITY

☐ Required ☒ Not required

Aircraft Aerial Application Liability Insurance covering claims arising from spraying operations. Coverage shall not be less than \$_____ combined single limit (alternate language if combined single limit cannot be provided: \$_____ per person and \$_____ per occurrence for bodily injury and \$_____ for property damage). This insurance requirement can also be met with an endorsement to the Aircraft Liability coverage.

MOTOR CARRIER CARGO LIABILITY

☐ Required ☒ Not required

Motor Truck Cargo Liability Insurance covering loss to cargo in transit during the performance of this Price Agreement. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$_____.

GARAGE LIABILITY☐ Required ☒ Not required

Garage Liability Coverage for Garage Operations. Coverage shall include Garage Keepers legal liability for autos left for service or repair and shall not be less than \$ _____ combined single limit.

GARAGE KEEPERS LEGAL LIABILITY☐ Required ☒ Not required

Garage Keepers' Legal Liability Coverage for autos left for service, repair, storage or safekeeping, with a combined single limit of not less than \$ _____ per location.

BAILEE'S COVERAGE☐ Required ☒ Not required

Bailee's Customers Property Insurance covering any and all State property left in the care, custody, or control of the Contractor. Coverage shall include valuable papers, including but not limited to microfilm. Coverage shall be written on an occurrence basis. Combined single limit per occurrence shall not be less than \$ _____ for each site or location.

MARINE PROTECTION LIABILITY☐ Required ☒ Not required

Marine Protection and Indemnity Coverage. Combined single limit per occurrence shall not be less than \$ _____.

Exhibit E**SPECIFICATIONS****1 GENERAL PROVISIONS:**

1.1 SILENCE OF SPECIFICATIONS: The apparent silence of the specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be interpreted as requiring that Contractor shall perform to only the best commercial practice and that Contractor shall supply and incorporate into Goods only materials and workmanship of first quality. However, if any omitted specification results in ambiguity as to material characteristics of the Services, and inclusion is necessary to enable a reasonable person in the particular industry to properly identify such characteristics, and Contractor failed to seek a formal request for solicitation change during the solicitation process for the Agreement, then Contractor shall be required to provide Services meeting the Authorized Purchaser's needs with regard to any omitted specification.

1.2 ADHERENCE TO THE SPECIFICATIONS: Deviations from specifications discovered after purchase shall be corrected by Contractor at no cost to the Authorized Purchaser.

2 CONTRACTOR SPECIFICATIONS:

2.1 Contractor shall, within five (5) business days of receiving a Purchase Order as required under Price Agreement Section 4.1, provide the Authorized Purchaser with a primary and alternate point of contact for discussing issues or questions with the Contractor. At a minimum, this must include a telephone number and email address. The persons identified shall have knowledge of the requirements set forth in the Contract and be capable of providing current Account information regarding collection efforts taken and amounts recovered for all Authorized Purchaser Accounts.

2.1.1 Contractor must notify the Authorized Purchaser within five (5) business days of any change to the contacts provided in Section 2.1.

2.2 The contacts identified in Section 2.1 shall respond to any issues or questions within one business day (Monday through Friday excluding weekends and holidays) of the Authorized Purchaser's initial contact.

2.3 Contractor shall provide fair and reasonable means of communication by supplying all debtors with an address, email or telephone number (toll free if available) at which the debtor may contact Contractor for information relating to the debtor's Account.

2.4 Contractor shall provide or comply with secure communication protocols, including but not limited to; secure web portals, secure instant messaging, payment card industry, data security standards, etc. Such communication channels are to be used to maximize information security as well as customer service to the Authorized Purchaser.

2.5 Contractor shall adhere to data security safeguards, if so specified in any Purchase Order Agreement with an Authorized Purchaser including but not limited to the ability to send and receive any files with debtor information in an encrypted format.

2.6 Contractor shall be capable of electronically transferring monies into the Authorized Purchaser's Account, at such time or in accordance with such schedule as the Authorized Purchaser requests.

2.7 Contractor shall provide Authorized Purchaser with training related to the use of Contractor systems where applicable and interpretation of system notes, codes, processes, and other items requested by the Authorized Purchaser related to Contractor systems and/or data.

2.8 Contractor shall participate in meetings and phone conferences as requested by either the Authorized Purchaser or DAS. Such meetings shall not exceed once a month per Authorized Purchaser. The purpose of the meetings is to discuss topics such as: collections processes, Account strategies, best practices, opportunities for improvement, obstacles to success, and overall concerns.

2.9 Contractor shall maintain bi-lingual staff (Spanish speaking at a minimum) or maintain agreements with an interpreter service during any such time as Accounts are assigned to Contractor from an Authorized Purchaser under this Price Agreement.

2.9.1 Contractor shall maintain services to communicate with disabled individuals including but not limited to available large print correspondence and text telephone (TTY) services,

2.10 Contractor shall have written policies and procedures for processing, recording and resolving debtor complaints. Contractor shall maintain debtor records related to said debtor complaints and shall provide such records to the Authorized Purchaser upon request.

2.11 Authorized Purchasers and DAS reserve the right to conduct performance reviews of Contractor actions and practices in accordance with the terms of this Price Agreement. To the extent possible, Authorized Purchasers and DAS shall coordinate such performance reviews as to minimize disruption to Contractor operations. Performance reviews under this section may be conducted in person or through survey as deemed necessary by the Authorized Purchaser or DAS. Any costs associated with travel related to performance reviews under this section shall be the responsibility of the entity requesting the performance review.

2.12 Contractor shall comply with Authorized Purchaser requirements as established in the Purchaser Order, except as limited by section 2.13. Such additional requirements may include Contractor participation in programs administered by and as required by the Authorized Purchaser, examples include but are not limited to license reinstatement programs, tax amnesty, etc.

2.13 To the extent that any additional expectations, specifications or requirements of an Authorized Purchaser identified in a Purchase Order impose material additional performance requirements on the Contractor, the Contractor may convey such information to the Authorized Purchaser, and the parties shall confer and negotiate such expectations, specifications or requirements. After negotiation, if the Contractor, in good faith, determines that its concerns have not been sufficiently addressed, the Contractor shall provide written notification of the material impact of the additional expectation, specification or requirement to the DAS point of contact and the results of the negotiation

with the Authorized Purchaser. Only after such notification to DAS may the Contractor elect not to proceed with acceptance of assignments by the Authorized Purchaser without any financial consequences or without being found in default of any contractual obligations.

3.0 ACCOUNT ASSIGNMENT REQUIREMENTS

3.1 Contractor shall accept, in accordance with the Price Agreement terms, conditions and specifications, all Accounts which the Authorized Purchaser refers to it for collection.

3.2 Contractor shall provide Authorized Purchasers with an electronic method of Account assignment (secure data file transfer or via website).

3.2.2 When an Authorized Purchaser assigns Accounts electronically, Contractor shall ensure that Accounts are input and available for reporting within one business day of the Authorized Purchaser submission.

3.2.3 Contractor shall notify the Authorized Purchaser if Accounts are not input and available for reporting within one business day. The notification shall include the cause of the delay and Contractor's plan to mitigate the cause of the delay.

3.2.4 Authorized Purchasers that electronically assign Accounts through data file agree to provide Contractor with 30 days' notice of any file format changes.

3.3 Contractor shall provide Authorized Purchasers with access to view Account details including but not limited to: Account balance, payments made, and collection actions taken.

3.4 If an Authorized Purchaser has indicated in the Purchase Order that the Authorized Purchaser passes along the cost of collection Contractor shall, at the time of assignment, calculate the collection fee amount using the following calculation:

$$((\text{Principal} + \text{Interest}) \text{ divided by } (1 - \text{Collection percentage from Exhibit A})) \text{ less } (\text{Principal} + \text{Interest}) = \text{Collection Fee}$$

3.5 Any Account information provided to the Contractor by the Authorized Purchaser is provided solely for collection purposes related to the assigned Account only and may not be used for any other purpose.

3.6 Contractor shall promptly undertake through proper and lawful means the diligent collection of all Accounts referred by the Authorized Purchaser.

3.6.1 At any time that Contractor identifies the debtor as residing in a state the Contractor is not legally able to collect in due to licensing requirements, Contractor shall immediately notify the Authorized Purchaser and return the Account to the Authorized Purchaser.

4.0 COLLECTION REQUIREMENTS

4.1 Contractor shall only use debtor correspondence that has been pre-approved by the Authorized Purchaser.

4.2 Contractor shall add no fee or other assessment to an assigned Account that is not expressly permitted in the Price Agreement or in a Purchase Order. This prohibition shall not be construed as preventing the addition of court costs, disbursements, and attorney fees, if otherwise allowable, in legal actions approved in writing by the Authorized Purchaser.

4.3 Any information about a debtor that is either provided by the Authorized Purchaser, or obtained by Contractor during the course of services provided under this Contract, that would permit the identification of the individual debtor may not be forwarded to offices outside the United States or be disclosed outside the United States without prior written approval from the Authorized Purchaser.

4.4 Contractor shall take reasonable and prudent steps to verify each debtor's identity before disclosing confidential or personally identifiable information. Authorized Purchaser reserves the right to cancel Purchase Order and require Contractor to cancel all assigned Accounts if Contractor does not comply with this section or take steps to correct disclosure issues to avoid future disclosure.

4.5 Contractor shall assess interest using ONLY the rate and method of calculating of interest as indicated in either the Purchase Order (including any addendum) or assignment file.

4.6 If Authorized Purchaser has indicated in the Purchase Order that the cost of collection is passed to the debtor and also charges interest on Accounts assigned, Contractor shall at the same time interest is calculated also adjust the collection fees to be equal to the result of the calculation used in Section 3.4. of this Exhibit E.

4.7 Contractor shall apply payments received from a debtor in accordance with Authorized Purchaser instructions as provided in the Purchase Order (i.e. interest, penalty, principal).

4.7.1 If a Contractor has multiple Accounts for the same debtor, from more than one Authorized Purchaser, unless otherwise specified by the debtor at the time of payment, the first Account received by the Contractor will be paid off first.

4.7.2 If Contractor has multiple Accounts from the same Authorized Purchaser, Contractor shall refer to Authorized Purchaser instructions in the Purchaser Order (including any addendum) for application of payments.

4.8 PAYMENT PLANS: Contractor shall make every attempt to negotiate payment plans in accordance with the guidelines established by the Authorized Purchaser as established through the Purchase Order. However, the state recognizes that some payments may be outside of the guidelines and in those circumstances, Contractor shall

provide reasonable communication to the Authorized Purchaser identifying the Account, the terms of the payment plan agreement, and the circumstances that resulted in a payment plan agreement that was not within the guidelines established by the Authorized Purchaser.

4.9 SETTLEMENT/COMPROMISE: Contractor shall have authority to approve a compromise or settlement offer only to the extent allowed by the Authorized Purchaser as identified in the Purchase Order.

4.9.1 If Contractor accepts a settlement offer without authorization from the Authorized Purchaser, Contractor shall pay the balance of the Account to the Authorized Purchaser and close the Account.

4.10 Should Contractor become aware that a debtor has filed a petition for bankruptcy, Contractor shall immediately stop collection activity. Contractor shall immediately notify the Authorized Purchaser of the bankruptcy information including the filing date, case number, chapter of the bankruptcy, and the name and address of the court in which the petition was filed. Unless otherwise directed in the Purchaser Order, Contractor shall coordinate with the Authorized Purchaser to determine the most appropriate actions based on the specific Account.

4.10.1 Should the Authorized Purchaser become aware that a debtor has filed a petition for bankruptcy, the Authorized Purchaser shall immediately notify the Contractor of the bankruptcy information including the filing date, case number, chapter of the bankruptcy, and the name and address of the court in which the petition was filed. Unless otherwise directed in the Purchaser Order, Authorized Purchaser shall coordinate with the Contractor to determine the most appropriate actions based on the specific Account.

4.11 Should Contractor become aware that a debtor is deceased, Contractor shall immediately stop collection activity. Contractor shall immediately notify the Authorized Purchaser of any details available regarding the Account, including any estate information. Unless otherwise directed in the Purchaser Order, Contractor shall coordinate with the Authorized Purchaser to determine the most appropriate actions based on the specific Account.

4.11.1 Should the Authorized Purchaser become aware that a debtor is deceased, the Authorized Purchaser shall immediately notify the Contractor of any details available regarding the Account, including any estate information. Unless otherwise directed in the Purchaser Order, the Authorized Purchaser shall coordinate with the Contractor to determine the most appropriate actions based on the specific Account.

4.12 If the Authorized Purchaser has indicated in the Purchase Order that the Authorized Purchaser has warrant and/or garnishment authority and the Contractor identifies a source of garnishment, the Contractor may request the Authorized Purchaser to file a garnishment. If the Authorized Purchaser agrees to file the garnishment, Contractor shall follow Authorized Purchaser instructions regarding collection actions [either suspend or allow collection to continue] provided in the Purchase Order during the

period of active garnishment. Upon realizing any recovery in a garnishment under this section, the Authorized Purchaser shall notify Contractor of any payments received as a result of the garnishment.

4.12.1 Collections received under a garnishment issued under Section 4.12 shall be subject to collection fees as provided in Exhibit A.

4.13 If the Authorized Purchaser has garnishment authority as indicated in the Purchase Order and while an account is assigned to the Contractor the Authorized Purchaser identifies a source of garnishment, the Authorized Purchaser shall notify the Contractor that a garnishment will be issued. Contractor shall follow Authorized Purchaser instructions regarding collection actions [either suspend or allow collection to continue] provided in the Purchase Order during the period of active garnishment. Upon realizing any recovery in garnishment under this section, the Authorized Purchaser shall notify Contractor of any payments received as a result of the garnishment.

4.13.1 Collections received under a garnishment issued under Section 4.13 shall NOT be subject to collection fees, as provided in Section 11.6.

4.14 If the Authorized Purchaser has garnishment authority as indicated in the Purchase Order and the Authorized Purchaser has issued a garnishment prior to an account being assigned to the Contractor, upon realizing any recovery in garnishment under this section, the Authorized Purchaser shall notify Contractor of any payments received as a result of the garnishment.

4.13.1 Collections received under a garnishment issued under Section 4.14 shall not be subject to collection fees, as provided in Section 11.5.

4.15 If any Account collected by the Contractor results in an overpayment of the balance due, the Authorized Purchaser shall be responsible for refunding the overpayment to the debtor. Any said refunds are subject to reconciliation and audit as identified in Section 20 of the Price Agreement.

4.16 Contractor shall only report Account information to a Credit Reporting Agency as authorized by the Purchase Order and the Fair Credit Reporting Act.

5.0 DEPOSIT AND REMITTANCE OF FUNDS COLLECTED

5.1 The Contractor shall deposit all monies collected from the debtor into a bank as defined in ORS 706.008(1), or into other depositories as required by law until remitted to the Authorized Purchaser. Amounts collected by Contractor must be deposited in a special non-interest bearing trust account separate from any other monies in accordance with ORS 697.058. This account must be identified as public funds held for the State of Oregon.

The provisions of this section are subject to audit by the Secretary of State Audits Division as disclosed under section 20 of the Price Agreement and as further provided for under ORS Chapters 293 and 297.

5.2 If Contractor receives funds in foreign currency, the Contractor is responsible to ensure exchange rates are applied to ensure accurate credit to the account.

5.3 Per ORS 293.265, the deposit of monies under Section 5.1 must occur not later than one (1) business day after collection or receipt thereof.

5.4 The provisions of this Section 5 are subject to modification as laws or requirements of the Secretary of State and Oregon State Treasurer may change. Contractor will be notified in writing of any modifications to the requirements of Section 5 and Contractor must comply within 60 days of receipt of the notice.

5.5 Contractor shall use Automated Clearing House or ACH as prescribed in NACHA rules and State Treasury policy to remit all funds due to the Authorized Purchaser. Remittance shall be in accordance with the terms of the Authorized Purchaser Purchase Order as identified in Price Agreement, Section 4.1).

5.6 RETURNED CHECKS: For purposes of remitting funds under Section 5, any payments received by Contractor that are in the form of a check shall be deemed collected ten (10) business days after deposit under Section 5.1. Any check that is returned by the financial institution within the ten business days shall be considered uncollected and not subject to remittance. Once funds received by check have been deemed collected under this section, they become subject to the remittance requirements of Section 5.7. Any check that is returned after the ten business days shall be the responsibility of the Contractor and shall be deemed a separate debt owed to Contractor. The ten business day period identified in this section only applies to funds received in the form of a check, all other payments received are deemed collected upon deposit and must be remitted in accordance with section 5.7.

5.7 Contractor shall remit to the Authorized Purchaser monies (in accordance with the terms of the Authorized Purchaser as detailed on the Purchase Order) collected each week. At the discretion of the Authorized Purchaser, as identified in the Purchase Order, the Contractor may be allowed to remit monies less than once a week but not less than once a month. If the Authorized Purchaser allows for a remittance of less than once a week the Contractor shall be required to remit all funds upon the balance of the trust account exceeding \$1,000.

5.7.1 In accordance with ORS 697.058(6), when the net proceeds are less than \$5 at the end of any calendar or fiscal month, payments may be deferred for a period not to exceed three months.

5.8 Contractor shall be liable to the Authorized Purchaser for failure to ensure that any payments received by Contractor while performing collections under this Price Agreement are deposited, supervised, managed or otherwise handled in accordance with the terms of this Price Agreement.

6.0 INVOICING

6.1 For any Authorized Purchaser that requires remittance in gross (as indicated in the Purchase Order), Contractor shall provide an invoice to the Authorized Purchaser listing the Contractor's collection charges for all monies collected during the preceding period. The invoice shall accompany the remittance and be for the same time period as required by the Purchase Order. The invoice shall clearly identify the total amount collected and how the collected funds were applied to each Account (i.e. principal, interest, penalty, etc.), the date funds were collected, the applicable Contractor's collection charges due, and any other information required by the Authorized Purchaser as identified in the Purchase Order. (Refer to Section 5.0 for remittance requirements).

6.2 For any Authorized Purchaser that requires remittance in net (as indicated in the Purchase Order), no invoice is required. However, Contractor shall provide the Authorized Purchaser with a remittance report in the same format, content, and timing as required in section 6.1.

6.3 For any payments received directly by the Authorized Purchaser, Contractor shall refer to the Authorized Purchaser instructions in the Purchase Order for the handling of Contractor's collection fees for all monies collected during the preceding period (invoice Authorized Purchaser for fees or net fees with remittance).

6.4 Contractor agrees to look only to the Authorized Purchaser for payments due and owing under the Contract.

6.5 If Contractor makes an error related to any invoice or remittance under this Price Agreement, Contractor shall take immediate steps to provide the Authorized Purchaser with a corrected invoice or remittance report. If the error resulted in a balance owed to the Authorized Purchaser, Contractor shall take immediate steps to remit the balance owed within one business day.

7.0 LEGAL ACTIONS

Contractor may pursue litigation related to the collection of State accounts assigned under this Price Agreement only as expressly authorized by this Section 7. Contractor may pursue litigation related to the collection of accounts assigned to Contractor by ORCPP members who are not departments or agencies of the State of Oregon only in accordance with Section 7.6, below.

7.1 Contractor must have submitted, on a form prescribed by DAS (Exhibit F), with a copy to the state agency that assigned a collections account to Contractor, a written request for General Authorization to commence and conduct legal actions related to the collection of State accounts. Contractor must identify on the form the nature and type of legal actions for which it is seeking General Authorization.

7.1.1 DAS may, in its sole discretion, limit the General Authorization to particular classes or categories of State accounts or to specific legal actions. DAS may, subject to the approval of the Oregon Department of Justice, in the exercise of DAS'

discretion to decide what best will serve the interests of the State and the state agencies that have assigned accounts to Contractor:

1. grant a request for a General Authorization;
2. deny a request for a General Authorization;
3. impose restrictions on the scope or classes of accounts and cases in a General Authorization;
4. modify the limitations on a previously issued General Authorization; or
5. suspend or revoke a General Authorization.

7.1.2 DAS shall notify Contractor in writing of the decision regarding the request for General Authorization. The decision of DAS concerning a General Authorization or a request for a General Authorization under this section shall be conclusive on the matter, and shall be final.

7.2 If Contractor is in possession of a current, unrevoked and unsuspended General Authorization, then Contractor may request authorization from the state agency to commence legal actions to collect particularly identified accounts that were assigned to Contractor by that state agency. The state agency Purchaser will consider the requests on a case by case basis, and communicate its decision on each request to Contractor in writing or by e-mail. The state agency's communication must contain a confirmation of the current amount of the debt owing on the account, including the principal amount of the debt, interest accrued to date, and any penalty.

7.2.1 Upon receipt of an authorization from the state agency, Contractor may, but only in Contractor's name, commence legal actions in accordance with applicable state law.

7.2.2. By undertaking legal actions under this Sections 7 of this Price Agreement, Contractor agrees to assume all risks arising out of or related to any such action, writ or proceeding, including but not limited to adverse judicial decisions, the failure to be able to recover all amounts sought, and the application of the various statutes, legal principles, and possible moratoriums that affect debtors' rights or which may affect debtors' rights in the future. Contractor hereby WAIVES AND RELIQUISHES ANY AND ALL CLAIMS AND DEMANDS OF ANY NATURE AGAINST THE STATE OF OREGON, AND ITS AGENCIES, DIVISIONS, OFFICERS, EMPLOYEES AND AGENTS, THAT MAY ARISE OUT OF OR RELATE TO ANY SUCH ACTION, WRIT OR PROCEEDING. Nothing in this Section may be construed as creating or imposing any new or additional obligation on Contractor to provide any indemnification that exceeds the scope of the obligations contained in this Price Agreement.

7.3 Contractor Recovery Amount

7.3.1 Upon commencing a legal action under this Section 7, Contractor may pursue and recover any reasonable and applicable expenses related to the legal action as allowed under Oregon law. Such expenses shall be known as the Contractor Recovery Amount. The Contractor Recovery Amount shall include but is not limited to:

- (1) The costs and service expenses actually awarded by a small claims court.

- (2) The prevailing party fee actually awarded by the court.
- (3) The amounts that Contractor incurred and recovered under ORS 18.999 with respect to the account.
- (4) County recording fees under ORS chapter 205

7.3.2 As a condition of this Price Agreement, Contractor must comply with ORS 18.999(5), which provides that Contractor shall be responsible for doing all of the following:

- (1) Maintaining a precise accounting of moneys recovered under ORS 18.999(1)(a) and making the accounting available for any proceeding relating to that judgment or debt; and
- (2) Providing reasonable notice to the defendant of moneys Contractor recovers under ORS 18.999(1)(a). Contractor shall create and maintain accurate and precise records that demonstrate its compliance with ORS 18.999(1)(a) in a form that reasonably permits the use of those records to determine, on a quarterly and on an annual basis, Contractor's compliance with respect to all accounts assigned to Contractor for collection under Section 5 of this Exhibit E.

7.3.3 Contractor shall ensure that accounts under Section 7 have any and all Contractor Recovery Amounts clearly identified in correspondence to the debtor.

7.3.4 Contractor may deduct and retain the Contractor Recovery Amount from any recoveries made associated with the account for which the expense was incurred. However, if the amount actually recovered by Contractor is not sufficient to cover the Contractor Recovery Amount, the amount retained off-the-top by Contractor shall be limited to the amount actually recovered.

7.3.5 In no event may Contractor deduct, retain or be paid any amount under this 7.3 that exceeds the amount of the fees, costs and expenses actually and reasonably incurred by Contractor in seeking recovery on the account.

7.4 Legal Reports/Copies

7.4.1 The Authorized Purchaser reserves the right to require Contractor to provide (in the manner prescribed by the Authorized Purchaser) either a report detailing the actions taken under this Section 7 or true and correct copies of documents including but not limited to:

- A) Notice of Entry of Judgment in a Small Claims action
- B) notice of lien entry
- C) Writ of garnishments and the debt calculation

7.4.2 Contractor shall report to the Authorized Purchaser, at the same time it provides other reports required under this Price Agreement and in accordance with the terms of the Purchase Order issued by the Authorized Purchaser, the status of each account for which Contractor initiated a legal action. Including clearly identified charges, amounts paid and the balance of the Contractor Recovery Amount. This report shall be provided to the Authorized Purchaser in addition to any reports required in Section 9.

7.5 Counterclaims to legal actions

7.5.1 If the defendant in any authorized legal action files a counterclaim of any character, if the claim is transferred to any tribunal other than the Small Claims Department of an Oregon circuit court or justice court, or if the claim results in a demand for a jury trial, Contractor must immediately inform the Oregon Department of Justice and the state agency that assigned the account to Contractor of that occurrence. In any of these instances, the State shall have the right to assume prosecution or defense of the action, and Contractor promptly shall make available to the State all records related to the action and take all actions and execute all documents reasonably requested by the State to enable the State to effectively litigate the case.

7.5.2 If the State assumes the case under this Section, Contractor may recover the Contractor Recovery Amount described in Section 7.3, except the prevailing party fee (which will be retained by the State), only if the State actually realizes a net recovery of some or all of the amounts owed under the assigned account that is the subject of the action. If the amount of the net recovery is not sufficient to cover the Contractor Recovery Amount (exclusive of the prevailing party fee) described in Section 7.3, Contractor's recovery shall be limited to the net recovery of amounts owed under the assigned account the State actually realizes as a result of the action. To the extent the State actually realizes a net recovery of amounts owed under the assigned account, Contractor also may recover the collection fees set forth in Exhibit A, Services, based on the amount actually realized by the State in the action.

7.5.4 In every instance in which Contractor has obtained a judgment in a legal action and the account or the case is returned for any reason to the state agency, Contractor promptly must execute a formal assignment of the judgment to the state agency in accordance with ORS 18.205, and take all reasonable actions and execute all documents necessary to accomplish the state agency's filing of the assignment of judgment with the court.

7.6 ORCPP litigation

7.6.1 The State of Oregon and the Oregon Department of Justice generally do not have jurisdiction over ORCPP members who are not departments or agencies of the State of Oregon, except as may be provided by the Oregon False Claims Act, ORS 180.750 to 180.785. Any litigation involving those ORCPP members must be arranged between Contractor and the ORCPP member's legal representative.

8.0 ACCOUNT CANCELLATION/RETURN

8.1 Contractor shall immediately suspend action on any account, either temporarily or permanently, upon request from the Authorized Purchaser.

8.2 Contractor shall continue collection efforts as described in Contractor's proposal and keep all accounts referred by an Authorized Purchaser until Contractor or the Authorized Purchaser reasonably determines that an account is uncollectible, or is paid in full. If, after a reasonable time as defined in the Authorized Purchaser Purchase Order, the Contractor is unable to collect a payment on the account, the Contractor shall contact the Authorized Purchaser to determine most appropriate actions based on the specifics of the account identified. Appropriate actions may include but are not limited to: Account cancellation, legal action under Section 7 of this Price Agreement, or Contractor monitoring for Account status changes.

8.3 The State reserves the right to require Contractor to re-assign any account back to the Authorized Purchaser at any time and for any reason that constitutes good cause for the State to require Contractor to re-assign the account to the Authorized Purchaser. For purposes of this Section, "good cause" means any circumstance that arises in connection with an assigned account under which the State can more effectively protect its legal or financial interests, or its interests in matters of public law, ethical practices, or similar public concerns, by re-assuming control of the account.

8.4 Multiple accounts for the same debtor and from the same Authorized Purchaser may be returned on the same form. Upon request by the Authorized Purchaser, a record of collection efforts shall be transmitted to the Authorized Purchaser (refer to Section 9.4 for details and format). The Authorized Purchaser may allow the collection period to be extended if approved legal action has commenced, or for other reasons agreed to by the Authorized Purchaser. No collection charges shall be due on payments made to the Authorized Purchaser on returned accounts except as provided under Section 10.3.

8.5 Upon request of the Authorized Purchaser, when an Account is returned or canceled, the Contractor shall provide a collection history/summary which shall include a record of contacts made with the debtor, the dates and amounts of all payments and charges, and any other information necessary for the Authorized Purchaser to comply with federal due diligence requirements and the future collection of the account.

8.6 When an Account is returned or canceled to the Authorized Purchaser, the Contractor shall also return; all documentation provided by the Authorized Purchaser, other debtor information gathered by Contractor during the course of collecting the debt, including but not limited to, the current mailing address, telephone number(s), debtor Social Security Number or Federal Employer Identification Number, any notices of bankruptcy, etc., and any documentation obtained during litigation.

9.0 REPORTING REQUIREMENTS

9.1 Contractor shall provide all reports to the Authorized Purchaser in the format and frequency identified in the Purchase Order.

9.1.1 The Authorized Purchaser reserves the right to require Contractor to provide a reconciliation of account activity for the reporting period. This includes both the number and value of accounts.

9.2 When an account is returned for any reason, Contractor shall provide to the Authorized Purchaser a report in the format and frequency identified in the Purchase Order that identifies all accounts canceled or returned to the Authorized Purchaser during the reporting period and the reason for the return or cancellation.

9.3 All reports supplied by Contractor shall be timely, clearly readable, accurate, and complete. Each Authorized Purchaser may have different reporting format requirements. The Authorized Purchaser reserves the right to request new reports as well as modifications to existing reports as needed during the term of this Price Agreement.

9.4 If Contractor provides any reports under this Price Agreement to an Authorized Purchaser through an internet based system that requires the Authorized Purchaser to login to the system to access the reports, Contractor shall provide notification to the Authorized Purchaser either by phone or email whenever reports are updated or posted to the system. The notification required under this Section must occur not later than one business day after the reports have been posted to the system.

10 PAYMENT FOR SERVICES

10.1 The Authorized Purchaser agrees to pay Contractor for services performed under this Price Agreement according to the pricing in Exhibit A.

10.2 For accounts assigned for collection on a contingency basis, there shall be no charge to the Authorized Purchaser if Contractor is unable to recover monies on accounts so assigned.

10.3. For accounts returned or canceled by Contractor, any payments received directly by Contractor for such accounts within ten (10) business days after the date of return or cancellation shall be subject to Contractor's Collection Charge or fees set forth in the Exhibit A.

10.4. The Authorized Purchaser shall, within a reasonable period of time, not to exceed 15 days, notify Contractor of any payments received directly by the Authorized Purchaser for accounts referred to Contractor. Refer to Section 6.3 for additional information regarding payments received by the Authorized Purchaser.

11 EXEMPTIONS TO COLLECTION FEE

11.1 Any payment received by the Authorized Purchaser within ten (10) business days after the account was referred to Contractor shall not be subject to the Contractor's Collection Charge.

11.2 The Authorized Purchaser reserves the right to set off refunds from the U.S. Internal Revenue Service, Federal payments through the Financial Management Services Debt Management Services, refunds from the Oregon Department of Revenue, or other amounts due the debtor from any state agency against any account referred to Contractor. Contractor shall not be entitled to Contractor's Collection Charge for any amount so offset. Contractor shall not be entitled to Contractor's Collection Charge for any

payments received by the Authorized Purchaser that is related to a pre-offset notice sent by the Authorized Purchaser.

11.3 The Authorized Purchaser shall not pay a charge for collections resulting from the sale, refinance, purchase, or foreclosure of real or personal property unless Contractor can prove to the Authorized Purchaser's satisfaction that the collection was a direct result of Contractor's action.

11.4. Notwithstanding Section 10.3 of this Exhibit E, if an Account is reduced, returned, or canceled, no Contractor's Collection Charge shall be due Contractor for the amount so reduced or canceled.

11.5 When an Authorized Purchaser has issued a garnishment prior to Assignment, any payments received from the garnishment after Assignment are not subject to Contractor's Collection Charge.

11.6 When an Authorized Purchaser identifies a source of garnishment while an account is assigned to Contractor and the Authorized Purchaser issues a garnishment under Section 4.13, any payments received from the garnishment are not subject to Contractor's Collection Charge.

Exhibit F- General Authorization Request for Legal Actions

Pursuant to Section 7.1 of Exhibit E of the Price Agreement, _____ (Company) hereby requests general authorization to pursue the following legal actions to recover moneys owed on accounts assigned to the Company by state agency clients using our services. We hereby acknowledge and understand that receipt of general authorization still requires approval from the individual client agencies prior to initiating any legal action, as indicated in Section 7.2 of Exhibit E of the Price Agreement.

Legal actions requested

- ☐ Small Claims Court
☐ Garnishments
☐ Judgment transcription
☐ Civil penalty recording
☐ Other (please describe below or on an attached page)

Contractor must attach a list including the signatures of the attorney(s) that your company is requesting general authorization for legal actions. Under Oregon law, the Department of Justice must approve any attorney to take actions on behalf of the State. This approval is in the form of a Special Assistant Attorney General (SAAG) designation and is subject to the policies and limitations of the Department of Justice. A current certificate of good standing from the State Bar in which the attorney intends to initiate any legal actions under this request also must be attached.

Contractor and the attorney(s) submitted on this request hereby acknowledge the provisions of Section 7.2.2 of Exhibit E of the Price Agreement, whereby undertaking any legal actions Contractor agrees to assume all risks arising out of or related to any such action, writ or proceeding, including but not limited to adverse judicial decisions, the failure to be able to recover all amounts sought, and the application of the various statutes, legal principles, and possible moratoriums that affect debtors' rights or which may affect debtors' rights in the future. Contractor hereby WAIVES AND RELIQUISHES ANY AND ALL CLAIMS AND DEMANDS OF ANY NATURE AGAINST THE STATE OF OREGON, AND ITS AGENCIES, DIVISIONS, OFFICERS, EMPLOYEES AND AGENTS, THAT MAY ARISE OUT OF OR RELATE TO ANY SUCH ACTION, WRIT OR PROCEEDING.

Contractor Name

Price Agreement #

Contact Name

Title

Contact Phone

Date



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: City Manager Tony Konkol

Agenda Date: 07/07/2021

SUBJECT:

Three-year Disaster Recovery Services Contract with ThinkGard

STAFF RECOMMENDATION:

Award the contract and authorize the City Manager to execute the Contract Agreement with ThinkGard in the amount of \$200,301.00.

BACKGROUND:

The City is responding to increased risks to our data and systems by implementing and improved backup solution. Staff engaged with Security vendors and released an RFI for services. We received 8 responses and interviewed 3 after reviewing submissions. The ThinkGard solution is recommended.

The recently completed IT Strategic Plan highlighted improving the security and resiliency of the City's data. Backups are an integral piece of this program. ThinkGard was a clear stand-out for services provided. They presented a flat-cost rate model, are Security Specialists, and offer many included services for emergency spin-ups and recovery that they would manage. We paid particular attention to the project management component and the technical support their teams would provide in the event of an emergency. The ThinkGard solution presented here can recover files locally and spin up cloud servers should our systems or data be compromised by ransomware, natural disasters or other events. The engagement also adds an IT Security partner to the City.

OPTIONS:

1. Authorize the City Manager to execute the contract.
2. Authorize the City Manager to execute the contract with modifications.
3. Deny the contract. If the Commission chooses to deny the contract, staff requests direction on how to proceed.

BUDGET IMPACT:

Amount: \$200,301 over 3 years

FY(s): 2021-22, 2022-23, and 2023-24

Funding Source(s): IT Budget 100-170-

Oregon City OR - DataGard 48TB

Oregon City, OR

625 Center Street
Oregon City, OR 97045

David Knoll

IT Supervisor
dknoll@orccity.org
503-496-1557

Reference: 20210107-162538473

Quote created: January 7, 2021
Quote expires: July 31, 2021
Quote created by: Stacy Cobb
Business Development
stacy@thinkgard.com
+1 (205) 515-4593

Products & Services

Item & Description	Quantity	Unit Price	Total
S4-E48 48TB Enterprise Appliance	1	\$19,486.00	\$19,486.00
- CPU: 2x Xeon - RAM: 256GB - Array: RAID 6 - NICs: 2x10GbE - OS Drive: 240GB SSD - Transfer Drive: 1x1TB - Chassis: 2U			
Implementation Services - Professional Implementation Services - Professional	1	\$500.00	\$500.00
DataGard TBR - XE48 Pro Flash DataGard - 48TB Monthly Services	1	\$4,730.00 / month	\$4,730.00 / month
Services Included in Monthly Rate * 1 Year Time Based Retention (TBR) * Local Backups - (1 hour - 24 hours) * Backup replication - 2 bicoastal sites * Support to keep backups running * Assist in file and server recovery * On Call Troubleshooting Service * Full technical DR documentation * Annual cloud test * 30 days of off-site virtualization - after which a fee of \$200.00 per 24 hours will apply.			

Subtotals

Item 7j.

Monthly subtotal	\$4,730.00
One-time subtotal	\$19,986.00
Total	\$24,716.00

Purchase Terms

Terms & Conditions

By signing this Quote/Proposal, you are agreeing to the terms and conditions for the DataGard 3-Year Agreement here: <https://www.thinkgard.com/terms-conditions-datagard-3-year/>. You will be able to download a printable copy of the terms.

David Knoll
dknoll@orccity.org

Paul Franks
paul@thinkgard.com

Questions? Contact me



Stacy Cobb
Business Development
stacy@thinkgard.com
+1 (205) 515-4593

ThinkGard LLC
160 Yeager Pkwy, Suite 200
Pelham, AL 35124
United States

Oregon City OR - DataGard - O365 BACKUP

Oregon City, OR
625 Center Street
Oregon City, OR 97045

David Knoll
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dknoll@orcite.org
503-496-1557

Reference: 20210503-162743276

Quote created: May 3, 2021
Quote expires: August 1, 2021
Quote created by: Stacy Cobb
Business Development
stacy@thinkgard.com
+1 (205) 515-4593

Products & Services

Item & Description	Quantity	Unit Price	Total
SAAS Protection 251-300 Users SAAS Protection 251-300 Users	1	\$834.30	\$834.30

Subtotals

One-time subtotal	\$834.30
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Total	\$834.30
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Purchase Terms

Terms & Conditions

By signing this Quote/Proposal, you are agreeing to the terms and conditions for the DataGard 3-Year Agreement here:
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David Knoll
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Stacy Cobb
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Questions? Contact me



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ThinkGard LLC
160 Yeager Pkwy, Suite 200
Pelham, AL 35124
United States

BACKUP AND DISASTER RECOVERY AGREEMENT TERMS

Term. This Agreement between Client and THINKGARD is effective upon the date signed by the Client, shall remain in force for a period of 3 year(s), and be reviewed yearly to address any necessary adjustments or modifications. Should adjustments or modifications be required that affect the monthly fees paid for the services rendered under this Agreement, said fee adjustment will be negotiated and agreed-to between the Client and THINKGARD in writing. Absent such a written adjustment, the Agreement automatically renews for a subsequent one-year term beginning on the day immediately following the end of the Initial Term unless either party gives the other thirty (30) day's prior written notice of its intent not to renew this Agreement. This Agreement cannot be automatically renewed more than five (5) times.

This Agreement may be terminated by the Client upon ninety (90) day's written notice if THINKGARD:
Fails to substantially complete or satisfy its obligations under this Agreement and does not cure any identified failure within ninety (90) days of receipt of written notice of said failure from the Client;
Breaches any material term or condition of this Agreement and fails to remedy such breach within ninety (90) days of receipt of written notice of such a breach from the Client;
Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.

If either party terminates this Agreement, THINKGARD will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay THINKGARD the actual costs of rendering such assistance. Actual costs could include but are not limited to: Training, data transfer, license transfers or equipment de-installation. If Client terminates this Agreement without cause, Client agrees to pay THINKGARD a termination fee equal to seventy five percent (75%) of remaining Agreement value.

Client agrees to allow THINKGARD to assign, delegate, subcontract services to third party competent contractors approved by THINKGARD.

Services Provided An on-site Network Attached Storage (NAS) unit that acts as a local storage device and stand-by server in the event of server and/or workstation failure. (a) Incremental backups done on the NAS as frequently as once an hour by default. (b) Secure Remote (Off-site) Storage provided at two (2) secure data centers. (c) Day-to-day data restoration of files, file folders, emails or email stores, SQL databases, and SharePoint. (c) Full data recovery from secure data centers with the most recent information stored offsite - in the event of total catastrophe, where the on-site server and NAS are lost. (d) Full management, monitoring, and testing of the NAS and remote storage.

Security All data is fully encrypted during transmits off-site and while stored off-site. All data is stored off-site, in encrypted form, on multiple servers in two (2) highly secure data center facilities. (a) Each file is encrypted using 256-bit AES and SSL key-based encryption technology. 256-bit AES encrypted data cannot be read without the corresponding keys – a feature designed to prohibit the misuse of the encrypted data. (b) The on-site NAS unit communicates with off-site remote servers using SSL (Secure Socket Layers) technology. As a result, the online backup of data is encrypted twice. It is encrypted at all times using the 256-bit AES encryption, and it is encrypted again while it's being sent over the Internet. (c) Data stored off-site remains encrypted at all times.

Data Deduplication and Compression Data deduplication and compression occurs prior to data storage and transmit using state-of-the-art technology. This ensures that backups are completed in a shorter timeframe, less storage space is used on the on-site NAS and at the off-site data centers, and needed bandwidth to transfer data off-site remains manageable.

Backup Frequency Servers can be backed up as frequently as once an hour by default. Retention policies can be customized to create as many archived versions of data and full recovery points as needed. Off-site backup frequency is continuous by default, and may be customized to meet Internet bandwidth limitations. Off-site backup frequency is ultimately dependent upon total data size, data changes, and available Internet bandwidth.

Smart Data Transport Data transmission can be configured to minimize Internet bandwidth consumption. The on-site NAS and propriety off-site data transfer system leverages advanced bandwidth throttling to schedule Internet bandwidth used depending on the time of day, customized for each day of the week. This allows bandwidth to be limited during business hours to maintain network functionality and maximize bandwidth during off-peak hours to efficiently transfer data off-site.

Remote Storage provided at two high availability Data Centers in Pennsylvania and Utah. Highly redundant storage in multiple redundant cluster nodes at two (2) redundant bi-coastal data centers. (a) Connectivity provided by multiple providers with automatic failover capabilities. (b) Facilities power is supplemented with both battery backup and diesel generation capabilities. (c) Full physical security at each facility including global biometric authentication access methodology to track all authenticated data center personnel and prohibit the entry of any unauthorized persons. (e) Fire suppression and environmental control provided.

Remote Storage and Base Remote Backup Image Creation (a) Your data is stored (in encrypted form) in two (2) secure off-site data centers, located in Pennsylvania and Utah. (b) The initial backup will be sent via a SATA II drive to the primary remote storage facility. There is an approximate two-week turnaround time to seed the initial backup off-site. Incremental backups will occur during the off-site seeding process and will collapse into the main backup once the off-site transfer is complete.

Recovery Time Objective (RTO) THINKGARD will log all retrieval activities from the Client. (a) THINKGARD will attempt to resolve access, backup, or retrieval problems over the phone on first call within 24-hours of the first request. THINKGARD will restore a file, file folder, email or an entire mailbox, as needed, upon Client's call to the THINKGARD help desk. (b) In a disaster, where Client loses its entire office, THINKGARD will have a new NAS imaged, with the most current backup information (usually, the previous day's data). The new NAS will be shipped out via next-business day air transportation to a location of your choice. When the NAS arrives, it will be ready for use as a virtual server. (c) The NAS can also be used to perform a bare metal restore to dissimilar hardware, which means that when a new server arrives, the NAS can be used to restore the most current data to the new server(s) and/or workstation(s), regardless of hardware.

Off-Site Virtualization In a disaster where Client loses its physical servers and NAS, servers and/or workstations may be virtualized off-site. (a) Servers can be virtualized in both off-site data centers. (b) Public IP and/or VPN access will be given to connect to remote virtual machines. Virtual machines can also be accessed using VNC and/or RDP.

Ownership of the Data The backup data being stored on the NAS and at the Data Center remains the sole property of the Client. If the Client chooses to terminate services, THINKGARD will assist Client in the orderly termination of services. This could involve copying the backup image to an external drive, which can be synchronized with the data on the NAS. The Client agrees to pay THINKGARD the actual costs of rendering such assistance.

Catastrophe Service In the event of a catastrophe, fees for the "Disaster Recovery Service" are covered in monthly Agreement

Interference The Client shall not, directly or indirectly, during the term of this Agreement and for twelve (12) months following its termination, induce or influence any employee of THINKGARD or any other person or entity to terminate their relationship with THINKGARD.

Warranty THINKGARD warrants that THINKGARD's work will be performed in accordance with reasonable and customary practices prevailing at the time for its business. (a) As long as the monthly fees are current, the NAS unit shall be fully warranted and no additional charges will be incurred for hardware failure. Firmware and software updates are also included (please note, however, that the NAS units cannot be modified in any way or the hardware warranty(ies) and THINKGARD's warranties under this Agreement, shall be voided. This includes adding software applications to the NAS itself, adding memory and/or hard drives, etc.) (c) NAS replacement parts will be shipped next business day air transportation and prepaid by THINKGARD.

Confidentiality Each party shall treat the information received from the other party that is designated as confidential ("Confidential Information") as a trade secret and strictly confidential. THINKGARD designates the Deliverables and all information relating to the Deliverables as confidential. Both parties shall: (i) restrict disclosure of Confidential Information to employees and agents solely on a "need to know" basis; (ii) advise employees and agents of their confidentiality obligations; (iii) use commercially reasonable means to comply with the confidentiality obligations of this Agreement; and (iv) notify the other of any unauthorized possession or use of that party's Confidential Information as soon as practicable after receiving notice of same. Notwithstanding the foregoing, neither party shall be obligated to preserve the confidentiality of any information which: (i) was previously known; (ii) is a matter of public knowledge; (iii) was or is independently developed; (iv) is released for disclosure with written consent; or (v) is received from a third party to whom the information was disclosed without restriction.

Equipment and Facilities Client agrees that THINKGARD may utilize certain items of Their equipment and may gain access to certain parts of The Client's facilities. Facility access may be denied for any reason at any time, however if access to facilities is denied, The Client understands that THINKGARD may be unable to perform their duties adequately and if such a situation should exist, THINKGARD will be held harmless.

Passwords THINKGARD acknowledges that it must have remote access to the backup appliance to perform their duties under this Agreement. Backup data will always be encrypted and not accessible to anyone who does not have the password. If the encryption password is lost, the backup data will be inaccessible.

No Third Party Beneficiary Client shall not subcontract, assign, subrogate or transfer any interest, obligation or right under this Agreement without prior written consent from ThinkGard, and any such attempt shall be null and void. Except that a board of a governing authority cannot bind their successors in office to contracts beyond their term of office and extension beyond its term is voidable by the successor Board.

Dispute Resolution This Agreement shall be governed by the state and Federal laws applicable to the State of Alabama, U.S.A.

Force Majeure & Malicious Acts THINKGARD shall not be liable for any loss, damage or failure due to causes beyond its control, including strikes, riots, earthquakes, epidemics, wars, fires, floods, weather, power failure, telecommunications and/or internet interruptions, the failure or closure of a financial institution, computer malfunctions, acts of God or any other failure, interruption or error not directly caused, or reasonably anticipated, by THINKGARD.

Taxes. Client shall be solely responsible for any taxes or similar charges arising out of this Agreement, including all applicable Federal, State or local sales taxes, customs, duties, use taxes, value-added taxes, excise charges or brokerage fees. Client shall also be solely responsible for assessing and remitting payment for any such items to the appropriate authorities.

Warranty of Representative Capacity The Client warrants that its undersigned representative has the authority and capacity to bind Client to the terms and conditions of this Agreement and understands that THINKGARD has reasonably relied upon such warranty and promises as an inducement to enter into this Agreement.

Severability If a court or quasi-judicial body subsequently determines that one or more of the provisions of this Agreement is unlawful, then the provisions deemed unlawful, and only those provisions, shall be rendered void and shall be considered severed from the other terms and conditions of this Agreement.

Additional Documents The Parties agree to cooperate to the extent possible and execute any and all supplementary documents and to take all additional actions which may become necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

Remedy Upon Client's Payment Default: Client agrees that in the event it defaults on its payment obligations under this Agreement, THINKGARD shall: a) To the extent provided by law have the right to pursue any and all available legal remedies to collect said sums, including through the immediate filing of an action in a court of law Alabama and/or the federal jurisdiction which includes said County of Shelby.

Understanding The undersigned have read and understood each and every provision of this Agreement and agree that, at a minimum, prior to executing this Agreement, they were each given sufficient time and the opportunity to present the Agreement to an attorney for clarification of the meaning and function of each and every provision.

Integrated Agreement This Agreement embodies the entire understanding of the Parties and all of the terms and conditions with respect to the matters discussed in this Agreement and that the terms are contractual and are not mere recitals. The Parties agree this Agreement supersedes and annuls any and all other or former Agreements, contracts, promises or representations, whether written or oral, expressed or implied, and it may not be altered, superseded or otherwise modified except in a writing signed by the party to be charged.

Immigration By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

Terms By signing the ThinkGard Proposal, Client agrees to pricing and services terms indicated on proposal pricing pages.

DISASTER RECOVERY AND PROTECTION SERVICES REQUEST FOR INFORMATION

Proposals Due June 16, 2021 at 2PM

SUBMIT PROPOSALS TO:

David Knoll

dknoll@orcity.org

IT Manager

City of Oregon City

625 Center Street

Oregon City Oregon 97045

503-496-1557

Request for Information (RFI) **Disaster Recovery Services**

The City of Oregon City is requesting qualified vendors to supply the City with information related to services for Disaster Recovery and Protection of the City systems.

This is a Request for Information only and does not constitute a promise to issue an RFP in the future. The City intends on a presentation/discussion with selected vendors based on the solution and services provided.

Timeline

<u>Event</u>	<u>Date</u>
Issuance of RFI	May 28, 2021
Deadline for Submission of Questions	June 9, 2021
Vendor Response Due	June 16, 2021 2PM

RFI Questions

Submit questions pertaining to this RFI electronically or hardcopy to:

David Knoll
dknoll@orccity.org
IT Manager
City of Oregon City
625 Center Street
Oregon City, Oregon 97045

City of Oregon City Background

The City of Oregon City is 15 miles south of Portland, Oregon at the confluence of the Willamette and Clackamas rivers. City services provide support for 285+ employees and 34,000 residents.

Need for Procurement

The City supports and maintains financial, public infrastructure, public Safety, and other critical data and services to the public. This includes Financial processing, permitting, and Public Safety applications among many others. The City also provides web and data processing services for other agencies and municipalities as shared services. These, along with related systems are mission critical components of City operations and operations are dependent upon its data processing systems that support these functions.

The critical nature of City operations, and the risks that could result in impairment or loss of these operations requires that the City maintain disaster recovery services and procedures. The City intends to acquire disaster recovery services needed to provide immediate protection for its data center operations that integrates into a comprehensive disaster recovery plan around these services. In view of this, it is essential that the Contractor not only develop cost effective strategies for providing this protection but also provide for the flexibility to alter these services as technology changes and the City evolves its disaster plan requirements.

Objective

The objective of this solicitation is to obtain information about Managed Disaster Recovery and as a separate component, Threat Protection services. The City intends to review submissions and further engage vendor discussion and proposals based on the City objectives. We understand pricing models differ so wish to understand costs associated with implementing a proposed solution for each service:

1. Disaster Recovery
2. Threat Protection to include Endpoint, Network monitoring, isolation, and remediation

Technical Background

The City's utilizes Dell servers in a VMware/Windows environment consisting of approximately 35 VM and 5 physical servers, with their current data residing at 25Tb of storage. We support 285 users and 300 endpoints. Facilities are connected by high-speed fiber network across 9 locations across the City.

City facilities include 9 City Offices and remote sites utilizing a City-owned fiber network for connectivity back to the City's fiber hub. We also utilize County CBX fiber for specific applications and internet for other connections.

Reports available to review for pricing structure:

1. VMWare Server capacity report

Information Requested

The City is interested in acquiring information about:

1. A Backup/Disaster Recovery option for City files, servers, and systems
 - a. Description of the security/redundancy backup architecture and process.
 - b. An understanding of your pricing model, including first-year software/hardware costs and ongoing service costs.
2. Threat and Ransomware protection solutions (if applicable)

In addition to our Disaster Recovery solution that is detailed in the bulk of this response, we do offer Cybersecurity as a Service as well. This consists of us managing and monitoring specific systems in order to ensure that your network is as protected as possible and to keep bad actors out of your environment. We standardize on the Cisco stack of security products because we believe that they offer the best protection and integration in the industry without question.

- a. Description of Endpoint, Network monitoring, detection, and response options

Our clients use a mix of the different Cisco products based on their specific needs and their budgets. These systems include Endpoint Protection (Cisco Amp), Internet Filter / Threat Protection (Cisco Umbrella), Email Filtering / Security (Cisco Email Security), Firewalls / Intrusion Prevention / Threat Intelligence (Cisco Firepower), Network Visibility (Cisco StealthWatch) and Network Access Control (Cisco ISE).

Highlights:

- The combination of Cisco Amp, Cisco Umbrella and Cisco Firepower can take virtually any network environment and drastically upgrade its security capabilities.
- The integration between each of these products is unique in the security market. To have the endpoint protection talking to the internet filter and the firewall can be hugely helpful in identifying and stopping threats.
- We have several clients that we can put you in touch with to discuss their experience with our service and these products as you get closer to making a decision on the security side.

- b. An understanding of your pricing model, including first-year software/hardware costs and ongoing service costs.

Our pricing model is strictly based on the number of Cisco products that we are going to manage and the number of end users within your environment. The Cisco products themselves can be purchased from us or from any Cisco partner of your choosing – just make sure that they purchase the correct SKUs to provide the correct protection. Our quote for this service (including hardware, software and services) is attached to the same email as the RFI.

Responses

1. Provide your Company background and qualifications, years in service, and experience in Municipal government implementations.

ThinkGard was founded in 2013 by Paul Franks and Kevin Fuller. Both Paul and Kevin had

corporate Disaster Recovery / Business Continuity experience working for large publicly traded companies and also previously running a successful MSP. They wanted to bring enterprise solutions for DR/BC to smaller organizations that previously didn't have access to affordable solutions for this function. Having worked with public sector organizations before, they decided to focus their attention on this specific vertical and now 8 years later, ThinkGard is well known in the City and County government community. They currently work with over 60 cities and counties spread over 12 states and that number is growing all the time.

2. Describe your backup/Disaster Recovery solution, including local and cloud hardware, agents, or City resources needed to implement. Specifically address the following in your response:

Storage and Backup

1. What backup services do you offer? Local, cloud, O365, Teams, SharePoint, email?

Hybrid-Cloud Backups – This solution consists of a local backup appliance that each of the protected servers backs up to on a schedule as often as every 5 minutes. Most of our clients backup hourly during normal business hours to ensure many different recovery points during the hours when changes are being made. This minimizes the amount of data loss in a disaster situation. The local appliance then replicates to two offsite locations on opposite sides of the US. We believe this approach gives us the most flexibility possible to recover from virtually any kind of disaster while minimizing downtime and data loss.

SaaS Protection – In addition to the Hybrid-Cloud backups above, we offer SaaS Protection which is a cloud-to-cloud backup of Office365. This system backs up Exchange, SharePoint, OneDrive and Teams three times per day to the same offsite datacenters we use for our server backups. In addition to protecting the Office365 data, this system can save you money by allowing you to remove former employees from Office365 as soon as they leave and repurpose their 365 licenses knowing that their data is still retained in the backup system.

2. What is the data retention of the local and cloud instances?

Local Retention – Local retention is completely configurable based on your requirements. The only limiting factor is the size of your backup appliance. Backups can be condensed from Hourly to Daily to Weekly to Monthly at whatever interval you prefer and can be done so on a server-by-server basis.

Cloud Retention – Since our cloud storage is truly unlimited on a time basis, we have a strict retention policy of keeping intra-daily backups for 7 days (after which the backups will be condensed down to a daily backup), then keeping daily backups for another week (after which the backups will be condensed down to a weekly backup), then keeping weekly backups for a month (after which the backups will be condensed down to a monthly backup), then monthly backups going from there for a total of 1 year of offsite retention. Infinite retention is also available that would allow you to keep monthly backups forever.

3. What recovery snapshot windows are available?

Local – Our backup system can backup as often as every 5 minutes, but in most cases we backup client's servers hourly which allows for very granular recovery points in time. In most cases of a Ransomware attack, we can go back to the recovery point right before the infection and recover from there.

Cloud – While we can replicate offsite as often as you like, most clients choose to do so 1-2 times per day. This is all customizable based on the specific needs of each server and your specific RTO/RPO standards.

4. How often are backups validated/failover tests performed?

Each backup goes through a normal verification process when it completes to ensure that the backup is good. In addition to that, one backup per server per day is spun up as a Virtual Machine on the backup appliance (disconnected from the network) to ensure that if called upon to be used in this way, that it will actually work. This is the equivalent of doing a mini disaster recovery test on every server, every day. We also annually go through the process of doing a full disaster recovery test, where we spin up your servers in the offsite datacenters and work with your team to ensure that the servers are working correctly, that your data is all there, and that in the event of an actual disaster, you would be able to work. We then document the test and provide that documentation to you for your records as well as the updated DR plan.

5. Can data replicated to the cloud/off-site be restored to either the City's on premises servers and/or the Vendor's disaster recovery configuration?

Yes to both questions. The best thing about our system is it's flexibility. We have 8 different types of recovery that we can utilize to help minimize downtime and data loss in the event of a disaster. See more details about each of them in section 6a below.

6. Describe your recovery process or case study for a Ransomware attack, failure of local servers, physical disaster of local systems. Please address:
 - a. Local/Cloud server spin-up process and management through to local restoration.

Local – The local backup appliance is hardened against Ransomware by using a Linux appliance that is not a member of your Active Directory domain, using Multifactor Authentication and having no open shares on the box itself. This means that in a Ransomware attack the likelihood is that the data on the local backup appliance will be unaffected and is what we would use to facilitate your recovery. As soon as the attack has been stopped and the infected machines have been removed from the network, we can immediately start exporting VMs from the backup appliance back into the production VMWare datastores. It's just a matter of copying the Virtual Hard Disks from the backup box to VMWare and then booting up the VMs. If you had servers that you couldn't wait to copy, then we could instantly virtualize those on the local backup appliance to get them up and running ASAP and then move them back to the production VM hosts later in the recovery process. This same strategy works in the case of a corrupted VM, a dead physical server, hardware failure, etc. This is something that we deal with on a weekly basis with one client or another. Having someone like us that specializes in this function allows you to have the quickest recovery possible since we do this all the time.

Cloud – If the scenario you are facing also caused a problem with the local backup appliance (we had a client with a flood recently), then we can use the cloud in the recovery process. This could range from spinning up VMs to run in the cloud to just exporting VMs and downloading them from the cloud back to your production systems. In the event of this type of disaster, we will replace the affected backup appliance, seed the data back onto the device from the offsite datacenter, and ship it out to your location.

- b. Describe the process, staff involvement, and expected recovery time. What type of support does the vendor provide before, during and after a testing or recovery event?

The recovery process is described in section a above, but from the perspective of the staff, we'll do all the heavy lifting for you. In the event of exporting a VM, you'll get a network path from the local backup appliance to copy the VMs from. All you have to do is to copy the file from the backup appliance to your VM host and connect the Virtual Hard Disk to the VM and even then, we'll walk you through the process. If we had to virtualize a server on the backup appliance, we would get everything up and running and then hand it over to you at the Windows login screen. It is very simple and easy for your staff.

Expected recovery times will vary on several different factors, but it isn't unusual to have 5-10 servers up and running in a recovery scenario within a few hours. In many cases, we'll have your DC up and running within a few minutes so that you can get AD/DNS/DHCP back up and running. Keep in mind that in a Ransomware scenario, you'll want to scan each server when they come back online to ensure they are not compromised (if you use our security platform, we can even help in this process). This can slow the process down but isn't directly related to the speed of the backup system. One of the most important factors related to recovery time is how quickly we can copy the VMs back to the VM hosts, and to that end, our backup systems have 10GB networking included and we recommend that our clients take advantage of that.

As to the last question about the support we give – we hold your hand through the entire process. We will assign a designated contact that you will work with throughout the entire recovery process and they will assist at every turn to make sure that you recover as quickly as possible.

What type of fee is associated with this support?

With our flat-rate pricing model, all our support is covered by the one monthly fee. This means that you could call us every day with various recovery scenarios, and we'd jump in and help you with it and you would never pay any additional fees.

c. What types of recovery (file, server image, SQL, etc.) does your solution support?

We actually have 8 different types of recovery that we can utilize in a disaster:

- **File and Folder Recovery** – basic restoration of files from a specific point in time (this would also include the ability to do granular level restores of SQL).
- **Volume Recovery** – Utilizing iSCSI we can mount an image of an entire volume that can be used to restore the entire volume (including NTFS permissions)
- **Local Virtualization** – In the event of a dead server for whatever reason (hardware failure, corrupted VM, etc.) we can virtualize the server on the backup appliance to get the machine back up and running quickly so your users can continue their work as usual.
- **Cloud Virtualization** – In the event of a catastrophic incident at your office, we can spin up the servers in the cloud and continue production from there.
- **Hybrid Virtualization** – In some cases it makes sense to use your VM Hosts for processing power and our backup system for storage. This will also allow for Storage VMotion to be used to migrate the live data back into VMWare.
- **Export to ESX** -This integration with VMWare will allow us to copy VMDK files directly from the backup appliance back into your ESX datastore.
- **Export to Image** – In some cases it is easier to just export the image with this option then copy the VMDK manually in to your datastore.

- **Bare Metal Restore** – For physical servers we can use this option to boot on a USB stick which will then connect the machine to the backup appliance and allow you to download a backup image onto the physical server. This process is hardware independent, meaning that you can recover an image of a Dell server (for instance) onto an new HP server.

7. Could we do a test demo virtual cloud spin up? Describe any DNS or IP re-routing requirements.

We could absolutely organize this for you and there wouldn't necessarily have to be any DNS or IP routing changes in order to undertake a test/demo.

8. Any additional services provided for management/Resiliency of data systems.

One unique capability of our system is that once per day, one backup from each server will be spun up as a VM on the local backup appliance (disconnected from the network). The system can report on the success or failure of this virtualization and even shows a screenshot of the VM booted. This allows us to have confidence that in the event of an actual disaster, that we know the system will work. This is the equivalent of doing a mini-disaster recovery test every day on every server.

Security

1. Describe how do you address backup and security of your own datacenters?
 - a. Physical datacenter locations? Reading, PA & Salt Lake City, UT
 - b. Authentication methods used? Centralized Portal w/ Multifactor Authentication Required
 - c. Can the vendor meet FIPS and CJIS compliancy? We work with Cities and Counties all over the US and CJIS is something that we have to work within every day.
 - d. How is your data secured in transit and at rest? AES 256 Bit Encryption
2. Detection and Response (if applicable):
 - a. Do your services integrate with any Endpoint Detection/Response services? If so:

The backup system doesn't integrate directly with our EDR solution, but we have used the backup system to virtualize servers in a sandbox environment to scan servers to determine if they have been compromised before adding them back to the production environment. This is absolutely key in a recovery as you don't want to put anything that is still compromised back into the production environment as they will reinfect everything and then you'll have to start over.

- i. How does it update libraries and detected threats?

Cisco AMP uses TALOS Threat Intelligence to detect threats. TALOS is the largest threat intelligence service in the world (outside of specific nation states) and is capable of detecting threats that other EDR systems simply will not.

- ii. Does it protect remote users?

Yes. Both Cisco AMP and Cisco Umbrella can be configured to protect users not only on your production network, but also when they are out of the office.

Fees

1. Identify Hardware and software cost models.

See attached quote – it has all the hardware details and pricing information.

2. What costs would be incurred in storing our data in the cloud? As our data grows, how would cloud costs change?

All of our charges are flat-rate and based solely on the size of the backup appliance. We keep 1 year of rolling backups in the cloud (with a retention schedule that rolls up daily to weekly to monthly) and the storage for this is unlimited. If you have a 24TB backup appliance and you have 100TB of data in the cloud, that's just fine. We choose the size of the backup appliance based on the amount of data and the number of servers we are protecting.

3. What additional fees will the City incur during testing or disaster recovery?

Included in the service costs is one DR test per year and there is never any additional costs related to an actual disaster recovery scenario. We feel the worst thing we can do during a disaster is to negotiate a recovery charge. You will never have to worry about that with us.

4. Are there additional costs for storage or using "recovered" servers in production mode?

In almost all circumstances, no there is no extra charges. The only exception is that there are charges to run in our cloud for more than 30 days. This charge is in place solely to encourage you to get back up and running in your production environment as soon as possible. We've never had to charge anyone this extra fee in 8 years.

Services

1. What support services are included in a standard contract at time of disaster?

We will assist in the process of recovery 24/7 until the last server is back up and running in your production environment. This assistance will range from exporting VMs to exporting files to virtualizing servers both on the local backup appliance and in the cloud.

2. What services are provided as part of the standard contract?

We only have one level of support which keeps everything very simple for our team and our clients. We don't believe that they are levels of protection when it comes to Disaster Recovery – you either are or are not protected.

3. What services are available for an additional fee?

We pride ourselves on having a full-featured service, so there really isn't anything extra to add on.

4. Describe your Support desk availability and ability to monitor/assist in recovery 7x24x365

Our team is ready to help you when you need them. This means we are ready 7x24x365 and routinely assist in recovery scenarios at all hours of the day or night.

Respondent Information

Please provide contact information including name, address, telephone number and e-mail of the primary contact individual who will be authorized to act on behalf of the Respondent, and answer questions or requests for additional information.

Include in the Response:

1. Company background information, number of employees, office location(s), approximate number of clients using services.

ThinkGard was founded in 2013 by Paul Franks and Kevin Fuller. Paul and Kevin both had previously owned a regional MSP together which they sold in 2013. They founded ThinkGard based on their enterprise experience in the Disaster Recovery space and MSP experience to be a company that brought enterprise Data Protection capabilities to organizations that hadn't had access to them before. This initially was limited to Disaster Recovery as a Service and later expanded to include Cyber Security as a Service.

2. Primary person authorized to manage contracts and account. Include name, address, telephone number and e-mail

Kevin Fuller – President
160 Yeager Parkway – Suite 200
Pelham, AL 35124
205-910-1868
Kevin@ThinkGard.com

3. Provide at least two references we can contact, preferably from clients with similar size and scope of operations.

City of Alabaster, AL

Patrick Johnson – 205-919-9820 - pjohnson@cityofalabaster.com
City of Alabaster has a very similar number of residents to Oregon City and have been a long-time client of ThinkGard. They would be a great resource to discuss our systems with.

Village of Lombard, IL

Kevin Goethals – 224-293-1601 - GoethalsK@villageoflombard.org
The Village of Lombard is slightly larger than Oregon City, but our contact (Kevin Goethals) would be great to talk to not only about our backup system, but also our security capabilities. Kevin enjoyed working with us so much at his previous job (Village of Carpentersville, IL), that after he changed jobs, he hired us at Village of Lombard.

4. Describe what differentiates your offering from your competitors.

If we could choose one word to answer this question, it would be Focus. We focus all our attention on data protection in the public sector. This focus allows us to better understand our client's needs

and meet those needs better than companies that also sell VOIP, MDM, Printers, Hardware, Internet Circuits, Drone Work, etc. We have a team of people that spend their entire day doing nothing but making sure your backups ran successfully, that your backups are good and that your offsite replication happened in a timely manner. In addition, we both maintain your disaster recovery plan and test it with you every year.

RFI Response

Please respond to the areas of concern listed under the Information Requested section of this RFI, by June 16, 2021.

The City anticipates moving on a Backup solution quickly with perhaps a later deployment of an EDR solution. Therefore, we ask the proposals reference the Proposal and costs for each solution separately.

Proposers may submit electronically or in hardcopy by submitting to:

**David Knoll
IT Manager
City of Oregon City
625 Center Street
Oregon City, Oregon 97045**

Proposals must be received no later than 2:00 pm on June 16th, 2021.



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: City Manager Tony Konkol

Agenda Date: 07/07/2021

SUBJECT:

Three-year Ransomware and Threat Protection Solution Contract with DarkTrace

STAFF RECOMMENDATION:

Award the contract and authorize the City Manager to execute the Contract Agreement with DarkTrace in the amount of \$186,309.00.

BACKGROUND:

The City is responding to increased risks to our data and systems by utilizing Ransomware and Threat Protection tools. DarkTrace has been providing these services for 9 months and staff recommends continuing services. Ransomware protection is critical in keeping our data secure and available for use.

The recently completed IT Strategic Plan highlighted improving the security and resiliency of the City's data. Darktrace identifies ransomware threats and isolates the file/computer to prevent spread to the rest of our systems. Their tools are Ai based and can take action against threats autonomously. They also have a NOC center that monitors for activity and can assist in managing threats and events as they might occur.

OPTIONS:

1. Authorize the City Manager to execute the contract.
2. Authorize the City Manager to execute the contract with modifications.
3. Deny the contract. If the Commission chooses to deny the contract, staff requests direction on how to proceed.

BUDGET IMPACT:

Amount: \$186,309 over 3 years (\$62,103 annually)

FY(s): 2021-22, 2022-23, and 2023-24

Funding Source(s): IT Budget 100-170-

PRODUCT ORDER FORM



Customer Name: City of Oregon City
Shipping Address: 625 Center Street, Oregon City, Oregon 97045
Invoice Address: 625 Center Street, Oregon City, Oregon 97045
Attn: David Knoll
Email: dknoll@orc.org

Product Order Form: 56035-202106-22-752871-TC
Date Prepared: 2021/06/22
Expiry Date: 2021/07/09

Darktrace Offering:						
Line Item	Product/Services Description	Product Code	QTY	Term (months)	Annual Customer Price USD	Extended Customer Price USD
1	Enterprise Immune System	DCIP-EIS		36	62,103	186,309
	comprising:					
	Medium Appliance	DCIP-M	1			
	Antigena Network Software	DCIP-ANTI	1			
	Term license commencing on 1 August 2021 ("Commencement Date")					
	Installation Services					
	Standard Support Services					
2	eLearning Training	DCIP-TV-ELEARN	1			-
	Public Online Training	DCIP-TV-PUB	1			-
Total						186,309

Terms and Conditions:	
1	By signing this Product Order Form ("Product Order Form"), issuing a purchase order referencing this Product Order Form or otherwise accessing or using the Offering, the Customer's use of the Offering shall be subject to the Darktrace Master Customer Agreement included in the Appliance, which can also be found at https://www.darktrace.com/resources/legal-online-terms.pdf ("Agreement"). From the Commencement Date, this Product Order Form will renew the license(s) granted by Product Order Form No. 45342-202101-11-595873-TC (the "Prior Order"). Pursuant to the Prior Order, Customer is already in possession of the Appliance(s), and shall not receive any additional Appliance(s) in connection with this Product Order Form.
2	The Appliance(s) are for use with respect to the Customer's applicable bandwidth throughput, number of connected devices and connections per minute as set out in the applicable Product Data Sheet (https://darktrace.com/resources/contract-data-sheets.zip). The Software is limited to one thousand (1,000) Devices in use on the Customer network (the "Device Limit"). For the purposes of this calculation a "Device" is a unique Internet Protocol address (IP address), tied to a piece of equipment, apparatus, or instrument, virtual or physical; that is monitored, modelled and visible in the Threat Visualizer within a given 7 day time frame. Should the Device Limit be exceeded, additional Fees shall be payable.
3	Fees are exclusive of any applicable sales tax, goods and services tax, withholding tax or VAT. Fees will be invoiced annually in advance from the Commencement Date. Payment terms Net 30.
4	If Customer requires a purchase order, it must be sent at the time of acceptance of this Product Order Form and be for the full contract value. If it is not received, Darktrace shall be entitled to invoice without it.
5	Acceptance of this Product Order Form is expressly limited to the terms of Darktrace's offer. Once accepted, the terms and conditions of this Product Order Form and the Agreement will be the complete and exclusive statement of the agreement between the parties. Any modifications proposed by Customer are expressly rejected by Darktrace and shall not become part of the Agreement in the absence of Darktrace's written acceptance.
6	This Product Order Form may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. Transmission of the executed counterpart of this Product Order Form by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart.
7	In consideration for the use of the Appliance and the licences granted herein, Customer agrees that Darktrace shall be permitted to (a) identify the Customer as a customer and to use the Customer's name in connection with proposals to prospective customers, (b) display Customer's logo on Darktrace's web site, and (c) otherwise refer to Customer in print or electronic form solely for marketing or reference purposes, including in a joint press release(s). Customer also agrees to (d) participate in a case study for the purposes of marketing and promotion, (e) participate in and speak at least one Darktrace seminar, dinner, or roundtable event, (f) speak to 2-3 Darktrace referred journalist per year, and (g) provide a reasonable number of reference calls on demand.

For Customer

Signature: _____
 Name: _____
 Title: _____
 Signature Date: _____
 ("Effective Date")

For Darktrace:

Signature: _____
 Name: _____
 Title: _____
 Signature Date: _____

DARKTRACE MASTER CUSTOMER AGREEMENT

IMPORTANT - READ CAREFULLY:

Please read the following legally binding Darktrace Master Customer Agreement ("Agreement") between Darktrace Holdings Limited ("Darktrace") and the person or entity that has been granted rights under this Agreement ("Customer") carefully. THIS AGREEMENT WILL APPLY TO ANY QUOTE, PRODUCT ORDER FORM, ORDER ACKNOWLEDGEMENT, AND INVOICE, AND ANY SALE, LICENCE, OR DELIVERY OF ANY APPLIANCES OR SERVICES BY DARKTRACE. By selecting the 'accept' option, installing or otherwise accessing or using the Offering (as defined herein), Customer acknowledges that Customer has read, understands and agrees to be bound by the terms and conditions of this Agreement. Where a reseller, service provider, consultant, contractor or other permitted third party downloads, installs or otherwise uses the Appliance on Customer's behalf, such party will be deemed to be Customer's agent and Customer will be deemed to have accepted all of the terms and conditions of this Agreement as if Customer had directly downloaded, installed or used the Appliance.

If Customer does not agree with the terms and conditions of this Agreement, Customer is not authorised to install the Appliance or otherwise use the Offering for any purpose whatsoever. If Customer returns the unused Appliance and all accompanying items in their original condition and packaging within twenty-one (21) calendar days of delivery by Darktrace, together with proof of purchase, Customer may receive a full refund of any Fees paid.

Darktrace and Customer may be collectively referred to as the "Parties" or individually as a "Party".

RECITALS

Whereas, Darktrace is the supplier of the Offering that is more fully described in the applicable quotation, ordering document, or commercial terms schedule provided by Darktrace or its authorised reseller, as applicable, and accepted by Darktrace, which identifies the Appliances and any Services ordered by Customer from Darktrace or its authorised reseller, as applicable, the term, the respective quantities, the applicable fees, together with any other specifications or requirements and any other restrictions (if any) ("Product Order Form").

Whereas, Customer is interested in using the Offering for its internal use and Darktrace has agreed to Customer's use of the Offering on the terms of this Agreement.

Now therefore, in consideration of the mutual covenants and the payment of Fees described herein, the Parties agree as follows:

1. DEFINITIONS

Certain capitalised terms used but not defined herein are as set forth in Appendix 1 to this Agreement.

2. EVALUATIONS AND BETA TESTING

The following terms in this Clause 2 apply to a Darktrace proof of value or technical preview of the Offering.

- 2.1. If Darktrace permits Customer to conduct a proof of value of any commercially-available Offering (the "Evaluation"), Customer shall be granted a non-exclusive, non-transferable, non-sublicensable licence to use the Offering free of charge for evaluation purposes only for a maximum of four (4) weeks, or such other duration as specified by Darktrace in writing at its sole discretion (the "Evaluation Period"). Except for the foregoing, Darktrace does not grant Customer any rights, implied or otherwise in or to the Offering in respect of an Evaluation. Customer must keep the Appliance free from liens, will be responsible for any damage to such Appliance during the Evaluation Period (reasonable wear and tear excepted) and will carry insurance coverage (all risks) in an amount equal to the full replacement value of the Appliance. On the expiry of the Evaluation Period, and unless the Parties agree to a subsequent purchase of the Offering, Customer shall return the Appliance to Darktrace securely and properly packaged, with carriage (and insurance at Customer's option) and this Agreement will terminate.
- 2.2. If Darktrace provides Customer with a new product or new version of the Offering for technical preview or beta testing purposes (a "Preview Product"), Customer may use the Preview Product for evaluation purposes, in a non-production test environment only, for the period specified by Darktrace (the "Test Period"). Customer will test the Preview Product in accordance with any conditions specified in the readme file for the software or any accompanying Documentation and will gather and report test data, feedback, comments and suggestions to Darktrace. Customer's right to use the Preview Product will terminate upon expiry of the Test Period. Darktrace does not warrant that it will release a commercial version of the Preview Product, or that a commercial version will contain the same or similar features as the Preview Product.

2.3. Clause 9 and Clause 12 will not apply to Evaluations or Preview Products. APPLIANCES PROVIDED FOR THE PURPOSES OF EVALUATION (“EVALUATION PRODUCTS”) AND PREVIEW PRODUCTS ARE PROVIDED “AS IS” AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (i) DARKTRACE MAKES NO WARRANTIES, CONDITIONS, REPRESENTATIONS OR UNDERTAKINGS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RELATION TO SUCH EVALUATION PRODUCTS OR PREVIEW PRODUCTS; AND (ii) IN NO EVENT SHALL DARKTRACE BE LIABLE TO CUSTOMER OR TO THOSE CLAIMING THROUGH CUSTOMER FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGE OR LOSS OF ANY KIND, OR ANY LOSS OF PROFITS, LOSS OF CONTRACTS, BUSINESS INTERRUPTIONS, LOSS OF OR CORRUPTION OF INFORMATION OR DATA HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT OR TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), EVEN IF DARKTRACE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

2.4. IF ANY LIMITATION, EXCLUSION, DISCLAIMER OR OTHER PROVISION CONTAINED IN CLAUSE 2.3 ABOVE IS HELD TO BE INVALID FOR ANY REASON BY A COURT OF COMPETENT JURISDICTION AND DARKTRACE BECOMES LIABLE THEREBY FOR LOSS OR DAMAGE THAT MAY LAWFULLY BE LIMITED, SUCH LIABILITY WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED TEN THOUSAND POUNDS STERLING (£10,000).

3. OFFERING; ORDER PROCESS

3.1. Darktrace agrees to provide to Customer: (i) the number and type of Appliances; (ii) the Support Services; and (iii) the training to be provided to Customer, if any, each as set out in the Product Order Form. The Product Order Form must be in writing and reference this Agreement to be valid. The Product Order Form will be governed by this Agreement and any different or additional terms presented with or in any communication, including but not limited to, Customer’s purchase order, are deemed null and void and of no effect unless the additional terms are agreed upon by the Parties in writing prior to acceptance of that Product Order Form.

4. HARDWARE

4.1. Hardware Products. Unless otherwise agreed in the Product Order Form, use of the Hardware is included in the Fees. The Hardware is provided solely as the medium for delivery and operation of the Software and must not be used for any other purpose. Customer will be granted a licence to the Software on the terms of Clause 5 below.

4.2. Delivery. Darktrace will use commercially reasonable efforts to ship the Appliance(s) on the agreed delivery dates (in partial or full shipments); provided, however, that Darktrace will in no event be liable for any delay in delivery or for failure to give notice of delay. Darktrace may withhold or delay shipment of any order if Customer is late in payment or is otherwise in default under this Agreement. Darktrace will deliver the Appliance FCA (Incoterms 2010) to the agreed Sites. In the absence of specific shipping instructions from Customer, Darktrace will ship by the method of its choice. Unless otherwise agreed, Customer will pay and be exclusively liable for all costs associated with shipping and delivery including without limitation, freight, shipping, customs charges and expenses, cost of special packaging or handling and insurance premiums incurred by Darktrace in connection with the shipment of the Appliance(s) to Customer. Darktrace will identify itself in all documents related to the shipment of the Appliance(s) as the exporter of record from the applicable jurisdiction of export, and Customer (or its agent, as applicable) as the importer of record into the country of delivery.

4.3. Title to Hardware. Title to the Hardware will remain with Darktrace for the entire Term. Upon termination for any reason, or on expiration of the Term, Customer shall return the Hardware to Darktrace, securely and properly packaged, with carriage (and insurance at Customer’s option) prepaid. Whilst the Hardware is in Customer’s possession, Customer must (a) clearly designate the Hardware as Darktrace’s property; (b) hold the Hardware on a fiduciary basis as Darktrace’s bailee; (c) store and use the Hardware in a proper manner in conditions which adequately protect and preserve the Hardware; (d) insure the Hardware against all risks to its full replacement value; and (e) not sell, charge, pledge, mortgage or otherwise dispose of the Hardware or any part of it or permit any lien to arise over the Hardware (or part thereof) and keep the Hardware free from distress, execution and other legal process.

5. LICENCE GRANT FOR THE SOFTWARE AND RESTRICTIONS

5.1. Licence Grant for Software. In consideration of the Fees paid by Customer to Darktrace, and subject to the terms and conditions of this Agreement and the Product Order Form, Darktrace grants to Customer a non-exclusive, non-transferable, non-sublicensable licence for the Term to: (i) install and use the Appliance on the Site(s) or an Outsource Provider’s site(s) for Customer’s or its Affiliate’s internal business purposes (provided that neither Customer nor its Affiliates may use the Appliance or the Services as a commercial product or for the benefit of an unaffiliated third party); (ii) make a commercially reasonable

number of copies of the Documentation; provided however, that Customer must reproduce and include all of Darktrace's and its suppliers' copyright notices and proprietary legends on each such copy.

- 5.2. **Licence Restrictions.** All Software is licensed, not sold. The restrictions in this Agreement represent conditions of Customer's licence. Unless otherwise specified in the Product Order Form or the Documentation, the Software is pre-installed on the Hardware and Customer agrees to use the Software solely in conjunction with such Hardware and not separately or apart from the Hardware. Customer specifically agrees not to: (i) sub-licence, rent, sell, lease, distribute or otherwise transfer the Software or any part thereof or use the Offering, or allow the Offering to be used, for timesharing or service bureau purposes or otherwise use or allow others to use for the benefit of any third party (other than Customer's Affiliates); (ii) attempt to reverse engineer, decompile, disassemble, or attempt to derive the source code or underlying ideas or algorithms of the Software or Third Party Software (other than the GPL Software) or any portion thereof, except as required to be permitted by applicable law; (iii) modify, port, translate, localise or create derivative works of the Software, the Third Party Software, the Documentation; (iv) use the Offering: (a) in violation of any law, statute, ordinance or regulation applicable to Customer (including but not limited to the laws and regulations governing publicity or privacy, export/import control, federal, state and local laws and regulations governing the use of network scanners and related software in all jurisdictions in which systems are scanned or scanning is controlled, or anti-discrimination, in each case that are applicable to Customer); or (b) negligently, intentionally or wilfully propagate any virus, worms, Trojan horses or other programming routine intended to damage any system or data; (v) remove or modify any acknowledgements, credits or legal notices contained on the Appliance or any part thereof; (vi) install or run on the Hardware on any software applications other than the Software and Third Party Software installed by Darktrace on such Hardware; (vii) collect any information from or through the Offering using any automated means (other than Darktrace approved APIs), including without limitation any script, spider, "screen scraping," or "database scraping" application or gain or attempt to gain non-permitted access by any means to any Darktrace computer system, network, or database; and (viii) file copyright or patent applications that include the Offering or any portion thereof.
- 5.3. **Affiliate Use.** Darktrace acknowledges and agrees that the Offering may be used for the benefit of Customer Affiliates incorporated on or before the Effective Date of the Product Order Form. Such Customer Affiliates will be entitled to utilise the Offering in the same way as Customer under the terms of this Agreement. To the extent that any such Customer Affiliate utilises the Offering in accordance with this Clause 5.3 Customer (acting as agent and trustee of the relevant Customer Affiliate) will be entitled to enforce any term of this Agreement and recover all losses suffered by such Customer Affiliate pursuant to this Agreement as though Customer had suffered such loss itself, provided that in no event may Customer make multiple recoveries in respect of the same loss.
- 5.4. **Outsource Provider.** In the event that Customer contracts with any third party service provider(s) such as an outsourcer, hosting, managed service, or collocation service provider or other information technology service provider for the performance of information technology functions (each, an "Outsource Provider"), Customer may permit such Outsource Provider to exercise all or any portion of the rights granted in Clause 5.1 above solely on Customer's or its Affiliates' behalf, provided that, (i) the Outsource Provider will only use or operate the Offering for Customer's use subject to terms and conditions that are consistent with the rights and limitations set out in this Agreement; and (ii) Customer will remain liable for the acts and omissions of the Outsource Provider under this Agreement.
- 5.5. **Third Party Software/ Open Source Software.** Customer acknowledges that the Software may contain or be accompanied by certain third-party hardware and software products or components ("Third Party Products") including Open Source Software. Any Open Source Software provided to Customer as part of the Offering is copyrighted and is licensed to Customer under the GPL/LGPL and other Open Source Software licences. Copies of, or references to, those licences may be set out in a Product Order Form, the Third Party Product packaging or in a text file, installation file or folder accompanying the Software. If delivery of Open Source Software source code is required by the applicable licence, Customer may obtain the complete corresponding Open Source Software source code for a period of three years after Darktrace's last shipment of the Software by sending a request to: Attn: Legal Department - Open Source Software Request, Darktrace Holdings Limited, Maurice Wilkes Building, Cowley Road, Cambridge CB4 0DS, United Kingdom.
- 6. SERVICES**
- 6.1. **Installation.** Darktrace will conduct its standard installation and test procedures to confirm completion of the installation of the Appliance on Customer's or its Outsource Provider's site ("Installation Services").

- 6.2. **Support Services.** Darktrace will provide the Standard Support Services for the Term and any Support Service Options specified in the Product Order Form (collectively, the “Support Services”). Darktrace’s Support Services are further described in the Support Services Data Sheet, which details Darktrace’s Standard Support Services and Support Service Options, and their respective eligibility requirements, service limitations and Customer responsibilities.
- 6.3. **Call Home.** Darktrace’s Call Home feature is critical for certain Support Services. Darktrace will limit its access solely to the extent relevant to Darktrace’s provision of the Support Services, and such remote access will be subject to Customer’s reasonable policies and procedures provided to Darktrace in writing in advance. The Call Home connection remains within Customer’s complete control and is initiated by the onsite Appliance. It can be initiated and terminated at any time by Customer.
- 6.4. **DISCLAIMER.** UNLESS EXPRESSLY AGREED, THE SERVICES DO NOT INCLUDE THE MONITORING, INTERPRETATION OR CORRECTIVE ACTION WITH RESPECT TO ANY ALERTS GENERATED BY THE OFFERING. NO ADVICE, REPORT, OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM DARKTRACE OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. CUSTOMER UNDERSTANDS THAT: (A) ANY OUTCOME OF THE SERVICES INVOLVING SECURITY ASSESSMENT IS LIMITED TO A POINT-IN-TIME EXAMINATION OF CUSTOMER’S SECURITY STATUS; AND (B) THE SERVICES DO NOT CONSTITUTE ANY FORM OF REPRESENTATION, WARRANTY OR GUARANTEE THAT CUSTOMER’S SYSTEMS ARE SECURE FROM EVERY FORM OF ATTACK, EVEN IF FULLY IMPLEMENTED. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT NOT ALL ANOMALIES / INTRUSIONS MAY BE REPORTED OR PREVENTED.

7. FEES, PAYMENT AND TAXES

- 7.1. **Fees.** Fees are stated in the Product Order Form. No refunds will be made except as provided in Clause 9 and Clause 10.3 of this Agreement. Unless otherwise explicitly agreed in writing, fees are: (i) exclusive of sales and use taxes assessed by any taxing authority in the jurisdiction(s) in which Customer is physically located and takes delivery of the Appliance or Services; and (ii) exclusive of duties and shipping and handling fees, which unless otherwise agreed will be the responsibility of Customer. Should Customer be required under any law or regulation of any governmental entity or authority outside of the United Kingdom to withhold or deduct any portion of the payments due to Darktrace, then Customer will increase the sum payable to Darktrace by the amount necessary to yield to Darktrace an amount equal to the sum Darktrace would have received had no withholdings or deductions been made..
- 7.2. **Invoices and Payment.** Unless otherwise stated in the Product Order Form, Customer will be invoiced the Fees from the commencement date specified in the Product Order Form (the “Commencement Date”). Any other charges, such as out of pocket expenses will be invoiced monthly in arrears. Invoicing will occur via email. Unless otherwise agreed in the Product Order Form, Customer agrees to pay all undisputed amounts within thirty (30) days of Customer’s receipt of the applicable invoice by direct bank or wire transfer in accordance with the instructions on the invoice, and any bank charges assessed on Customer by Customer’s bank. UNLESS PAYMENTS ARE MADE BY BANK OR WIRE TRANSFER, THEY MUST BE MADE ANNUALLY IN ADVANCE. Darktrace may suspend or cancel performance of open orders or Services if Customer fails to make payments when due, reserving all other rights and remedies as may be provided by law. Darktrace may impose late charges on overdue payments at a rate equal to two percent (2%) per annum above the official dealing rate of the Bank of England, calculated from the date payment was due until the date payment is made, and all reasonable expenses incurred in collection, including legal fees.
- 7.3. **Lapsed Fees.** If Customer has lapsed in the payment of Fees due hereunder, Darktrace may suspend the provision of Services and prior to recommencement of the Services by Darktrace, Customer will be responsible for paying all fees associated with the Offering from the date such Services were stopped through to the then-current date.
- 7.4. Clause 7 shall not apply where Customer has purchased the Offering through a Darktrace authorised reseller.

8. INTELLECTUAL PROPERTY; OWNERSHIP

- 8.1. **Intellectual Property.** Except as expressly set forth herein: (i) this Agreement does not grant either Party any rights, implied or otherwise, to the other’s Intellectual Property; and (ii) Darktrace, its suppliers and licensors, retain all right, title and interest in and to the Offering, and the Documentation and all copies thereof, including all enhancements, error correction, new releases, updates, derivations, and modifications thereto (collectively, “Darktrace Intellectual Property”). Customer agrees to inform Darktrace promptly of any infringement or other improper action with respect to Darktrace Intellectual Property that comes to Customer’s attention.

9. WARRANTIES

- 9.1. **Hardware Warranty.** Darktrace warrants to Customer that during the two (2) year period from the date of delivery of the Appliance, the Hardware will perform materially in accordance with the applicable Datasheet.
- 9.2. **Software Warranty.** Darktrace warrants to Customer that during a period of ninety (90) days from the date of delivery of the Appliance, the Software will perform materially in accordance with the applicable Datasheet.
- 9.3. **Services Warranty.** Darktrace warrants to Customer that all Services will be performed with all reasonable care, skill and diligence in accordance with generally recognised commercial practices and standards.
- 9.4. **Exceptions.** The warranties contained in Clause 9.1 and Clause 9.2 above will not apply if: (i) Customer's use of the Offering is not in accordance with this Agreement; (ii) Customer fails to follow Darktrace's environmental, installation, operation or maintenance instructions or procedures in the Documentation; (iii) the Appliance has been subject to Customer's (or its agent's) abuse, negligence, improper storage, servicing or operation (including without limitation use with incompatible equipment), reasonable wear and tear excepted; (iv) the Appliance has been modified, repaired or improperly installed other than by Darktrace or any contractor or subcontractor of Darktrace; (v) Customer (or its agent) has failed to implement, or to allow Darktrace or its agents to implement, any corrections or modifications to the Appliance made available to Customer by Darktrace; or (vi) Customer (or its agent) has combined the Appliance with other software, services, or products that are not provided by Darktrace or not otherwise specified in the Documentation, and, but for such combination, the breach of warranty would have been avoided.
- 9.5. **Remedies.** If during the applicable warranty period contained in Clause 9.1 or Clause 9.2 above: (i) Darktrace is notified promptly in writing upon discovery of an error in any of the Appliance, including a detailed description of such alleged error; and (ii) Darktrace's inspections and tests determine that the Appliance contains an error and it is not subject to any of the exceptions set out in Clause 9.4, then, as Darktrace's entire liability and Customer's sole remedy for such breach of warranty, Darktrace will (at Darktrace's option and sole expense) correct, repair or replace the Appliance within a reasonable time or provide or authorise a refund of the unused portion of the Fees Customer has paid for the Offering following the return of the Appliance to Darktrace and the Agreement will terminate. Any items provided as replacement under the terms of the applicable warranty will be warranted for the remainder of such original warranty period. Darktrace will pay for, and will bear all risk of loss of or damage to, the return shipment of the Appliance to Darktrace and the shipment of repaired or replaced the Appliance to Customer. Customer agrees to provide prompt notice of any failure under Clause 9.3 and Darktrace will re-perform any Service that fails to meet the warranted standard.
- 9.6. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES SET OUT IN THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER DARKTRACE NOR ANY OF ITS THIRD PARTY LICENSORS OR SUPPLIERS MAKE ANY WARRANTIES, CONDITIONS, UNDERTAKINGS OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE IN RELATION TO ANY SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE.. DARKTRACE DOES NOT WARRANT THAT THE OPERATION OF THE OFFERING WILL BE ERROR-FREE OR UNINTERRUPTED.

10. INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT INDEMNITY

- 10.1. **Darktrace Indemnity.** Darktrace will indemnify Customer, Customer's Affiliates, and their respective officers, directors, and employees (and any successors and assigns of the foregoing) (collectively, the "**Customer Indemnitees**") against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim that the Software provided or made available by Darktrace under this Agreement, or its receipt, possession or use by any Customer Indemnitee, infringes a European or U.S. patent, any copyright, or misappropriates any third party trade secrets. The indemnification obligations of Darktrace will be subject to Customer: (i) notifying Darktrace in writing within twenty (20) days of receiving notice of any threat or claim of such action; (ii) giving Darktrace exclusive control and authority over the defence or settlement of such action (provided that: (A) any settlement will not entail an admission of fault or guilt by any Customer Indemnitee; and (B) the settlement includes, as an unconditional term, the claimant's or the plaintiff's release of Customer Indemnitees from all liability in respect of the claim); (iii) not entering into any settlement or compromise of any such action without Darktrace's prior written consent; and (iv) providing reasonable assistance requested by Darktrace at Darktrace's expense. Customer will be obliged to mitigate its losses insofar as is reasonable in the circumstances.
- 10.2. **Exclusions.** The obligations set out in Clause 10.1 do not apply to the extent that a third party claim is caused by, or results from: (a) Customer's combination or use of the Software that is the subject of the claim with other software, services, or

products that are not provided or authorised by Darktrace in writing, if the claim would have been avoided by the non-combined or independent use of the Software that is the subject of the claim; (b) modification of the Software that is the subject of the claim by anyone other than Darktrace or any contractor or subcontractor of Darktrace, if the third party claim would have been avoided by use of the unmodified Offering or other intellectual property that is the subject of the claim; (c) Customer's continued allegedly infringing activity after being notified thereof and being provided with modifications that would have avoided the alleged infringement (which in implementing such modifications, Darktrace will use commercially reasonable efforts to have substantially preserve the utility and functionality of the Offering or other intellectual property that is the subject of the claim); (d) Customer's use of the Software that is the subject of the claim in a manner not in accordance with this Agreement or the Documentation; (e) use of other than Darktrace's most current release of the Software that is the subject of the claim if the third party claim would have been avoided by use of the most current release or revision release or revision.

10.3. **Remedies.** If Darktrace reasonably believes the Software infringes a third party's Intellectual Property Rights, then Darktrace will, at its option and at no additional cost to Customer: (a) procure for Customer the right to continue to use the Software; (b) replace the Software; or (c) modify the Software to avoid the alleged infringement. If none of the options in the previous sentence are commercially reasonable, Darktrace may terminate the licence for the allegedly infringing Software and refund a pro rata refund of the Fees paid by Customer from the date a third party claim arose for the allegedly infringing Software to the then-current date, whereupon this Agreement will automatically terminate.

10.4. THIS CLAUSE 10 IS A COMPLETE STATEMENT OF THE CUSTOMER'S REMEDIES FOR THIRD PARTY CLAIMS FOR INFRINGEMENT AS DESCRIBED IN CLAUSE 10.1.

11. CUSTOMER DATA; CUSTOMER UNDERTAKINGS AND INDEMNITY

11.1. **Customer Data; Licence Grant.** Customer will own all right, title and interest in and to the Customer Data and to the extent such Customer Data is included in a Report, the actual content of such Report. For any Customer Data stored on the Appliance, to the extent required to provide the Services, Customer grants to Darktrace a limited, and non-exclusive licence to access and use the Customer Data only to the extent necessary for Darktrace to perform the Services. Customer agrees Darktrace may utilise the details of any Alerts occurring in Customer's network and any connected data source to develop the Offering on an anonymised basis and excluding any Customer Confidential Information.

11.2. **Customer Security Obligations.** In using the Offering or authorising its Outsource Provider and third parties to use it on Customer's behalf, Customer (and not Darktrace) will be responsible for establishing, monitoring, and implementing security practices to control the physical access to and use of the Offering and all Customer Data therein, including Personal Data.

11.3. **DATA DISCLAIMER; INDEMNITY.** CUSTOMER IS SOLELY RESPONSIBLE FOR ITS USE OF THE OFFERING, THE ACTIVITIES OF ITS USERS AND FOR THE ACCURACY, INTEGRITY, LEGALITY, RELIABILITY AND APPROPRIATENESS OF ALL CUSTOMER DATA. CUSTOMER EXPRESSLY RECOGNISES THAT DARKTRACE DOES NOT CREATE OR ENDORSE ANY CUSTOMER DATA PROCESSED BY OR USED IN CONJUNCTION WITH THE OFFERING. CUSTOMER FURTHER ACKNOWLEDGES THAT DARKTRACE AND ITS AFFILIATES DO NOT PROVIDE BACKUP SERVICES FOR CUSTOMER DATA AND CUSTOMER UNDERTAKES THAT IT SHALL BE SOLELY RESPONSIBLE FOR BACKUP OF ALL CUSTOMER DATA. Customer will, at Customer's own expense, indemnify, defend and hold Darktrace, its Affiliates, and their respective officers, directors, and employees, ("**Darktrace Indemnitees**") harmless from and against all liabilities, damages, and costs, including settlement costs and reasonable attorneys' fees, incurred by reason of Darktrace's compliance with the instructions of Customer with respect to the ownership, custody, processing or disposition of the Customer Data by Darktrace, as applicable.

12. LIMITATION OF LIABILITY

12.1. **LIMITATION OF LIABILITY.** SUBJECT TO THE REMAINDER OF THIS CLAUSE 12, EACH PARTY'S MAXIMUM LIABILITY TO THE OTHER PARTY FOR ANY AND ALL CLAIMS, LOSS OR DAMAGE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF ALL FEES PAID OR PAYABLE TO DARKTRACE FOR THE OFFERING DURING THE THEN-APPLICABLE TERM, EXCEPT THAT IN RESPECT OF (I) CLAUSE 11.3 ("**DATA DISCLAIMER; INDEMNITY**") AND (II) CLAUSE 15 ("**DATA PROTECTION**") EACH PARTY'S LIABILITY TO THE OTHER FOR ALL SUCH BREACHES SHALL NOT EXCEED, IN THE AGGREGATE, THE GREATER OF (A) THREE TIMES (3X) TOTAL FEES PAID OR PAYABLE TO DARKTRACE FOR THE OFFERING DURING THE THEN-APPLICABLE TERM OR (B) TWO HUNDRED AND FIFTY THOUSAND POUNDS STERLING (£250,000).

12.2. EXCLUSION OF CONSEQUENTIAL DAMAGES. SUBJECT TO CLAUSE 12.3 BELOW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT OR CONSEQUENTIAL LOSS; OR ANY LOSS OF PROFITS; LOSS OF REVENUE OR BUSINESS; LOSS OF GOODWILL OR REPUTATION; LOSS OF OR CORRUPTION OR DAMAGE TO DATA; LOSS OF MANAGEMENT TIME, HOWSOEVER ARISING AND WHETHER OR NOT SUCH PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, CORRUPTION OR DAMAGE.

12.3. Exclusions from Limitation of Liability. Nothing in this Agreement will exclude or limit either Party's liability for: (i) for death or personal injury due to negligence; (ii) fraud; (iii) breach of Clause 14 ("Confidentiality"); (iv) breach of Clause 5 ("Licence Grant for the Software and Restrictions"), or (v) for any other matter in respect of which liability cannot lawfully be limited or excluded.

13. TERM; TERMINATION

13.1. Term. This Agreement is effective from the Effective Date and will remain in force until: (i) expiry of the Evaluation Period in accordance with Clause 2.1 above; or (ii) the end of the term specified in a Product Order Form (as applicable the "Term"). In the event of extension or renewal of the Product Order Form, such extension or renewal shall be considered a new and separate Term.

13.2. Expiration of the Term. Notwithstanding any provision of this Clause 13, Customer's right to use, and Customer's access to, the Appliance will automatically terminate on expiry of the Term unless and until Customer renews or extends the Term for the Appliance.

13.3. Termination for Breach. Either Party may terminate this Agreement if: (i) the other Party is in material breach of the Agreement and fails to cure such breach within thirty (30) days after receipt of written notice; or (ii) the other Party ceases its business operations or becomes subject to insolvency proceedings, which proceedings are not dismissed within thirty (30) days.

13.4. Termination or Suspension by Darktrace. Without prejudice to any other right or remedy available to Darktrace:

13.4.1. Darktrace may restrict, suspend or terminate Customer's licence or use of the Offering without liability if a court or other government authority issues an order prohibiting Darktrace from furnishing the Offering to Customer. Customer's obligation to pay Fees during any period of suspension under this Clause 13.4.1 will also be suspended. In the event the Offering is suspended pursuant to this Clause 13.4.1 then provided it is lawful to do so, Darktrace will inform Customer of the reasons for the suspension and will work with Customer to resolve such issues and re-instate the Offering.

13.4.2. Additionally, Darktrace may terminate, suspend or limit Customer's licence grant or use of the Offering without liability if Darktrace provides Customer with written notice that it has a reasonable suspicion that Customer is using the Offering: (i) in breach of Clause 5.1 or Clause 5.2; or (ii) in a manner that is otherwise unlawful, and in each case Customer does not cure the condition identified in such notice within five (5) business days.

13.5. Effect of Termination. Upon termination or expiration of this Agreement:

13.5.1. The Term and all other rights and licences granted by one Party to the other, and any Services provided by Darktrace to Customer, will cease immediately;

13.5.2. Customer shall ensure all Customer Data is removed from the Appliance and return the Appliance to Darktrace in accordance with Clause 4.3. DARKTRACE WILL NOT BE RESPONSIBLE FOR MAINTAINING OR PROTECTING ANY CONFIGURATION SETTINGS OR DATA FOUND ON THE RETURNED HARDWARE OR COMPONENT PART OF THE HARDWARE AND IT IS CUSTOMER'S SOLE RESPONSIBILITY TO DELETE ANY SUCH INFORMATION PRIOR TO RETURN; and

13.5.3. All undisputed Fees owing to Darktrace at the date on which termination takes effect will become due and payable.

13.6. Survival. The following provisions will survive any termination of this Agreement: Clause 2 ("Evaluations and Beta Testing"); Clause 5 ("Licence Grant For the Software and Restrictions"); Clause 7 ("Fees, Payments and Taxes"); Clause 8 ("Intellectual Property; Ownership"); Clause 9.6 ("Disclaimer"); Clause 10 ("Intellectual Property Rights Infringement Indemnity"); Clause 11.3 ("Data Disclaimer; Indemnity"); Clause 12 ("Limitation of Liability"); Clause 13.5 ("Effect of Termination"); Clause 13.6 ("Survival"); Clause 14 ("Confidentiality"); Clause 15 ("Data Protection"); and Clause 16 ("General Provisions").

14. CONFIDENTIALITY

- 14.1. Each party will treat the other party's Confidential Information as confidential. Confidential Information of one Party (the "Disclosing Party") may only be used by the other Party (the "Receiving Party") for the purpose of fulfilling obligations or exercising rights under this Agreement, and may only be shared with employees, agents or contractors of the Receiving Party who have a need to know such information to support such purpose ("Representatives"). Each Party will procure that any of its Representatives to whom Confidential Information is disclosed are bound by contractual obligations equivalent to those in this Clause 14.1. Notwithstanding the foregoing, the Receiving Party shall remain liable for the acts or omissions of its Representatives. Confidential Information will be protected using a reasonable degree of care to prevent unauthorised use or disclosure for five (5) years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: (i) was known or becomes known to the Receiving Party on a non-confidential basis from a third party, provided that: (a) the Receiving Party has no knowledge that the third party is subject to a confidentiality agreement with the Disclosing Party in respect of the information; and (b) such information is not of a type or character that a reasonable person would have regarded it as confidential; (ii) is independently developed by the Receiving Party without violating the Disclosing Party's rights; (iii) is or becomes publicly known other than through disclosure by the Receiving Party or one of its Representatives in breach of this Agreement; or (iv) was lawfully in the possession of the Receiving Party before the information was disclosed by the Disclosing Party. A party may disclose Confidential Information to the extent disclosure is required by law or a governmental agency provided that, to the extent it is lawful to do so, the Receiving Party notifies the Disclosing Party of the request giving it reasonable opportunity to respond, and cooperate with the Disclosing Party's reasonable, lawful efforts to resist, limit or delay disclosure at the Disclosing Party's expense, and except for making such required disclosure, such information will otherwise continue to be Confidential Information. On termination of the Agreement, each Party will promptly return or destroy all Confidential Information of the other Party.

15. DATA PROTECTION

- 15.1. The Parties acknowledge that the Offering may be used to process Personal Data regulated by the Data Privacy Laws and the Parties shall comply with the data processing requirements as set out in Appendix 2.

16. GENERAL PROVISIONS

16.1. Entire Agreement; Integration.

16.1.1. This Agreement, the appendices and any documents referenced herein, represent the entire agreement between the Parties on the subject matter hereof and supersedes all prior discussions, agreements and understandings of every kind and nature between the Parties and excludes, without limitation, any terms appearing on a purchase order, invoice or other Customer paperwork or any other terms (in each case whether by way of conduct or otherwise). No modification of this Agreement will be effective unless in writing and signed by both Parties. Each Party acknowledges and agrees that, in connection with the Agreement, it has not been induced to enter into the Agreement in reliance upon, and does not have any remedy in respect of, any representation or other promise of any nature other than as expressly set out in this Agreement. Each Party signing this Agreement acknowledges that it has had the opportunity to review this Agreement with legal counsel of its choice and there will be no presumption that ambiguities will be construed or interpreted against the drafter.

16.1.2. Unless otherwise specifically agreed to in a writing signed by each of the Parties, in the event of any conflict or inconsistency between this Agreement, an appendix hereto, any Product Order Form issued hereunder, and or any document incorporated by reference, the order of precedence of the documents from highest to lowest is the Product Order Form, this Agreement, any appendix hereto and the documents incorporated by reference.

- 16.2. Severability. The illegality or unenforceability of any provision of this Agreement will not affect the validity and enforceability of any legal and enforceable provisions hereof.

- 16.3. Force Majeure. Neither Party will be liable for any failure or delay in performing services or any other obligation under this Agreement, nor for any damages suffered by the other or a Customer by reason of such failure or delay, which is, indirectly or directly, caused by an event beyond such Party's reasonable control, riots, natural catastrophes, terrorist acts, governmental intervention, refusal of licences by any government or other government agency, or other acts of god (each, a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been avoided by the non-performing Party through commercially reasonable precautions and cannot be overcome by the non-performing Party through commercially reasonable substitute services, alternate sources, workarounds or other means. During the

continuation of a Force Majeure Event, the non-performing Party will use commercially reasonable efforts to overcome the Force Majeure Event and, to the extent it is able, continue to perform its obligations under the Agreement.

- 16.4. **Notices.** Any notice will be delivered by hand or sent by recorded delivery, registered post or registered airmail and satisfactory proof of such delivery must be retained by the sender. All notices will only become effective on actual receipt. Any notices required to be given in writing to Darktrace or any questions concerning this Agreement should be addressed to: Attn: Legal Department, Darktrace Holdings Limited, Maurice Wilkes Building, Cowley Road, Cambridge CB4 0DS, United Kingdom.
- 16.5. **Rights of Third Parties.** The provisions of this Agreement concerning restrictions on usage of the Offering and protection of Intellectual Property Rights are for the benefit of and may be enforced by each of Darktrace, any Darktrace Affiliate and the Darktrace Indemnitees. Except for the foregoing sentence, or as otherwise expressly set out in the Agreement, this Agreement does not create any rights for any person who is not a party to it and no person who is not a party to this Agreement may enforce any of its terms or rely on any exclusion or limitation contained herein.
- 16.6. **Audit.** Customer will permit Darktrace or an independent certified accountant appointed by Darktrace access, on written notice, to Customer's premises and Customer's books of account and records at any time during normal business hours for the purpose of inspecting, auditing, verifying or monitoring the manner and performance of Customer's obligations under this Agreement. Darktrace will not be able to exercise this right more than twice in each calendar year.
- 16.7. **Independent Contractors.** The Parties are independent contractors. Nothing in this Agreement will be construed to create a partnership, joint venture, or agency relationship between the Parties.
- 16.8. **Assignment.** This Agreement may not be assigned by either Party without the written consent of the other Party. Notwithstanding the foregoing, consent of the other Party will not be required for a transfer to an Affiliate of a Party or if a Party undertakes an initial public offering, a sale of all or substantially all of its shares or assigns all or substantially all of its business and assets to another entity that is not a direct competitor of the non-assigning Party. Any attempt to assign this Agreement in violation of the foregoing will be null and void. This Agreement binds the Parties, their respective Affiliates, successors and permitted assigns.
- 16.9. **Governing Law.** Any dispute or claim relating in any way to this Agreement will be governed by the Governing Law, and adjudicated in the Governing Courts, as defined in the table below, and each Party consents to the exclusive jurisdiction and venue thereof; save that (i) each party may enforce its or its Affiliates' intellectual property rights in any court of competent jurisdiction, including but not limited to equitable relief and (ii) Darktrace or its Affiliate may, bring suit for payment in the country where the Customer Affiliate that placed the Product Order Form is located. Where arbitration applies it shall be conducted in English, under the Rules of Arbitration of the International Chamber of Commerce (the "ICC") by three arbitrators in accordance with Art 12 of said Rules. The award shall be final and binding on the Parties. Except to the extent entry of judgment and any subsequent enforcement may require disclosure, all matters relating to the arbitration, including the award, shall be held in confidence. Customer and Darktrace agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

Customer location (as stated in the Product Order Form)	Governing Law	Governing Courts
United Kingdom	The laws of England & Wales	The courts of England & Wales
United States of America	The laws of the state of California	The state or Federal courts in San Francisco, California
None of the above	The laws of England & Wales	Arbitration at the ICC in London

- 16.10. **Export Restrictions.** The Offering is for Customer's use and not for further commercialisation. Customer acknowledges that the Offering may be classified and controlled as encryption items under the United Kingdom's Export Regulations and other national regulations. Each Party will comply with all applicable laws regarding export-controlled items, and will not export, re-export or import, directly or indirectly, any export-controlled items, or any direct product of them, nor undertake any transaction hereunder in violation of any applicable export laws.

- 16.11. ITAR. Customer understands that employees of Darktrace and/or its suppliers may have access to native data to perform the Support Services herein and represents that none of this data requires protection from access by foreign persons because it contains technical information regarding defence articles or defence services within the meaning of the United States International Traffic in Arms Regulations (22 CFR § 120) or technical data within the meaning of the United States Export Administration Regulations (15 CFR §§ 730 - 774). If any of this data does contain any such information, Customer will either lock down access to any such data and/or identify any folders containing such data as export-controlled information and acknowledges that special service rates may apply thereto.
- 16.12. Government End-User Notice (applicable to United States government customers only). The Offering is commercial within the meaning of the applicable civilian and military Federal acquisition regulations and any supplements thereto. If the user of the Appliance is an agency, department, employee, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Appliance, including technical data or manuals, is governed by the terms, conditions and covenants contained in the Darktrace standard commercial licence agreement, as contained herein.
- 16.13. Waiver. Each Party agrees that the failure of the other Party at any time to require performance by such Party of any of the provisions herein will not operate as a waiver of the rights of such Party to request strict performance of the same or like provisions, or any other provisions hereof, at a later time.
- 16.14. Headings. All headings used herein are for convenience of reference only and will not in any way affect the interpretation of this Agreement.
- 16.15. Equitable Remedies. The Parties agree that with respect to a breach by a Party of Clauses 5, 8 or 14, monetary damages may not be an adequate or sufficient remedy for a breach of this Agreement. Therefore, in addition to any applicable monetary damages, a Party will also be entitled to apply for injunctive relief and other equitable relief to prevent breaches of the Agreement, without proof of actual damage.

Appendix 1 – Definitions

1. DEFINITIONS:

- 1.1. **Defined Terms.** Terms defined in this Appendix 1 will have the meanings given below. Defined terms may be used in the singular or plural depending on the context.
- “Affiliate”** means any corporation or other business entity that directly or indirectly controls, is controlled by or is under common control with a Party. Control means direct or indirect ownership of or other beneficial interest in fifty percent (50%) or more of the voting stock, other vesting interest, or income of a corporation or other business entity;
- “Alerts”** means features of the Software that generates alerts of suspected malicious activity on a Customer’s network;
- “Appliance(s)”** means the Software, or Software combined with Hardware, as more fully described on the Product Order Form
- “Call Home”** means the secure and encrypted channel that connects the Appliance to Darktrace central management;
- “Confidential Information”** means any information, however conveyed or presented, that relates to the business, affairs, operations, customers, suppliers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, Intellectual Property, and know-how of a Party, and any other information clearly designated by a Party as being confidential to it (whether or not it is marked "confidential"), and information that ought reasonably be considered to be confidential, but in all circumstances excludes any Personal Data.
- “Customer Data”** means all data and information provided by Customer to, or accessible by, Darktrace under this Agreement in connection with the performance of the Services (which may include information about network traffic on Customer’s network (metrics), log/metadata collection, as well as the raw packet capture data from Customer’s network);
- “Datasheet”** means the document providing the specification for the Hardware, Software or Services, as applicable and as may be updated by Darktrace from time to time;
- “Data Privacy Laws”** means the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the General Data Protection Regulation (Regulation (EU) 2016/679) (“GDPR”), the California Consumer Privacy Act of 2018 (“CCPA”), and laws of similar purpose or effect in any relevant jurisdiction, in each case as amended, updated, re-enacted or replaced from time to time;
- “Documentation”** means user manuals for the Appliance consisting of the applicable installation guides, Datasheets; service descriptions, technical specifications and online help files provided by Darktrace or available on Darktrace’s online portal, as may be updated by Darktrace from time to time;
- “Effective Date”** means the Effective Date specified in the Product Order Form;
- “EU Model Clauses”** means the standard contractual clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection under Directive 95/46/EC, pursuant to the European Commission Decision of 5 February 2010;
- “Fees”** means all applicable fees as set out in the Product Order Form;
- “GPL Software”** means third party software provided by Darktrace on the Hardware to support use of the Software that is licensed directly to Customer and the relevant Customer Affiliates by the relevant rights holder on the terms of the version included or provided with it of the GNU General Public Licence, GNU Lesser General Public Licence or other comparable licence.
- “Hardware”** means any hardware device (including embedded firmware) shipped and installed as part of the Offering;
- “Information Security Standards”** means Darktrace’s information security code of conduct, as amended from time to time in Darktrace’s sole discretion and available upon request;
- “Intellectual Property”** means patents, trademarks, service marks, rights (registered or unregistered) in any designs, applications for any of the foregoing, trade or business names, copyright (including rights in computer software) and topography rights, know-how and other proprietary knowledge and information, internet domain names, rights protecting goodwill and reputation, database rights (including rights of extraction) and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world and all rights under licences and consents in respect of any of the rights and forms of protection mentioned in this definition (and **“Intellectual Property Rights”** will be construed accordingly);

“Offering” means collectively the Appliance(s), Software, Services and the Documentation;

“Open Source Software” means third party software that Darktrace distributes with the Software pursuant to a licence that requires, as a condition of use, modification or distribution of such software, that the software or other software combined and/or distributed with it be: (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; (iii) redistributable at no charge; or (iv) redistributable but subject to other limitations;

“Product Order Form” has the meaning set forth in the introductory paragraphs;

“Personal Data” means, generally, information relating to an identified or identifiable natural person, or other regulated data types as defined by applicable Data Privacy Laws;

“Services” means the Darktrace Support Services, and any Installation Services, training or professional services which may be provided by Darktrace as specified in the Product Order Form;

“Support Service Options” means the optional support services, if any, as specified in the Product Order Form and further described in the Support Services Data Sheet;

“Site(s)” means the Customer’s business location or its datacentre at the locations described in a Product Order Form;

“Software” means the Darktrace and the Third Party Software (in object code form) delivered to Customer as part of the Offering or on a standalone basis, together with all enhancements, error corrections, and/or updates which are generally made available by Darktrace as part of the Offering. The GPL Software does not form part of the Software and is licensed to Customer and the Customer Affiliates directly on the terms of the applicable licences, provided that the GPL Software will nevertheless be deemed to form part of the Software for the purposes of the Support Services, such that Darktrace will support it as if it were part of the Software;

“Standard Support Services” means the standard support services provided by Darktrace as set out in the Darktrace Support Services Data Sheet;

“Support Services Data Sheet” means the Documentation describing the terms of the Support Services.

“Third Party Licensors” means the suppliers of the Third Party Software to Darktrace; and

“Third Party Software” means: (i) any software or other technology that is licensed to Darktrace from Third Party Licensors for the purpose of making the Offering available commercially; and (ii) Open Source Software.

1.2. Construction. In this Agreement (except where the context otherwise requires):

- 1.2.1. any reference to a clause or schedule is to the relevant clause or schedule of or to this Agreement and any reference to a paragraph is to the relevant paragraph of the clause or schedule in which it appears;
- 1.2.2. the index and clause headings are included for convenience only and will not affect the interpretation of this Agreement;
- 1.2.3. use of the singular will include the plural and vice versa;
- 1.2.4. use of any gender will include any other gender;
- 1.2.5. any reference to persons includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, foundations and trust (in each case whether or not having separate legal personality);
- 1.2.6. any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms;
- 1.2.7. any reference to any other document is a reference to that other document as amended, varied, supplemented, or novated (in each case, other than in breach of the provisions of this Agreement) at any time.

Appendix 2: Data Processing Agreement

1. **DEFINITIONS.** For the purposes of this DPA, the terms defined in this Appendix shall have the meanings as set forth in the Agreement. Any terms not specifically defined by this DPA or the Agreement shall have the meaning given by GDPR.
2. **SUBJECT MATTER OF THE DATA PROCESSING AGREEMENT**
 - 2.1 This Data Processing Agreement (“DPA”) applies to the processing of Customer Personal Data under the Agreement.
 - 2.2 Customer will be the Data Controller and Darktrace will be the Data Processor as defined under GDPR. Each Party agrees that it shall comply with its obligations as a Data Controller and a Data Processor, respectively under the Data Privacy Laws in exercising its rights and performing its obligations under this Agreement.
 - 2.3 This DPA is an Appendix to the Agreement.
3. **NATURE AND PURPOSE OF PROCESSING REGULATED DATA**
 - 3.1 The Data Processor shall process Personal Data in order to provide the Support Services as set forth in the Support Services Datasheet.
 - 3.2 In the event that the Data Controller has purchased Antigena Email, the additional data protection provisions of the Antigena Email Schedule shall apply and be incorporated into this DPA.
4. **TYPES AND CATEGORIES OF PERSONAL DATA**
 - 4.1 Categories of Data Subjects.
 - Employees including volunteers, agents, temporary workers, independent contractors;
 - Contractors
 - Customer clients, prospects
 - Suppliers, vendors
 - Advisors, consultants and other professional experts
 - Customer officers, directors
 - And any other categories of Data Subjects that may be contained in the Data Controller’s network.
 - 4.2 Types of Personal Data:
 - IP addresses
 - Host names
 - File names
 - Email addresses
 - And any other types of Personal Data that may be contained in the Data Controller’s network.
5. **RIGHTS AND OBLIGATIONS OF THE CONTROLLER**
 - 5.1 The Data Controller hereby instructs the Data Processor to take such steps in the processing of Personal Data as are reasonably necessary for the performance of the Data Processor’s obligations under the Agreement, and agrees that such instructions, comprising the terms of this DPA and the Agreement, constitute its full and complete instructions as to the means by which Personal Data shall be processed by the Data Processor.
6. **RIGHTS AND OBLIGATIONS OF THE PROCESSOR**
 - 6.1 The Data Processor shall only process Personal Data in accordance with the Data Controller’s written instruction as specified herein and shall not use Personal Data except to deliver the Offering and the Services as instructed by the Agreement, unless such processing is required by law to which the Data Processor is subject, in which case the Data Processor shall, to the extent permitted by law, inform the Data Controller of that legal requirement prior to carrying out the applicable processing.
 - 6.2 The Data Processor shall immediately inform the Data Controller if, in the Data Processor’s reasonable opinion, an instruction from the Data Controller infringes the Data Privacy Laws.
 - 6.3 The Data Processor shall not transfer Personal Data outside the European Economic Area (“EEA”) without the prior written consent of the Data Controller and not without procuring provision of adequate safeguards (as defined by the European Commission from time to time);
 - 6.4 In the event that the UK ceases to be a member of the European Union or ceases to be considered by the European Commission to be an adequate country pursuant to Article 45 of GDPR, then the parties agree that Darktrace shall apply the EU Model Clauses as set out at www.darktrace.com/legal/customer_model_clauses, to any relevant transfer of data and such EU Model Clauses shall be deemed incorporated from the date of first transfer.
 - 6.5 The Data Processor shall take reasonable steps to ensure the reliability of its agents and employees who have

access to any Personal Data.

7. SECURITY

- 7.1 Taking into account the nature, scope, context and purposes of processing, the Data Processor has implemented and will maintain the administrative, physical, technical and organisational measures as described in the Darktrace Information Security Policy to protect any Personal Data accessed or processed by it against unauthorised or unlawful processing or accidental loss, destruction, damage or disclosure. The parties agree that for the purposes of the processing hereunder, the measures contained within the Darktrace Information Security Policy are appropriate, given the nature of the data to be processed and the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction, disclosure, access or damage.

8. PERSONAL DATA BREACH NOTIFICATION

- 8.1 In the event that the Data Processor suffers a Personal Data Breach, the Data Processor shall inform the Data Controller within twenty-four (24) hours upon learning of the same and reasonably cooperate with the Data Controller to mitigate the effects and to minimise any damage resulting therefrom. To the extent reasonably possible, the notification to the Data Controller shall include: (i) a description of the nature of the incident, including where possible the categories and approximate number of data subjects concerned and the categories and approximate number of Personal Data records concerned; (ii) the name and contact details of the Data Processor's data protection officer or another contact point where more information can be obtained; (iii) a description of the likely consequences of the incident; and (iv) a description of the measures taken or proposed to be taken by the Data Processor to address the incident including, where appropriate, measures to mitigate its possible adverse effects

9. SUBPROCESSORS

- 9.1 Save as expressly provided herein, the Data Processor will not use subprocessors for the processing of Personal Data. For the purposes of providing Support Services alone: (i) The Data Controller hereby authorises the Data Processor to use its affiliates specified in the Support Services Datasheet to process Personal Data (the "Affiliate Subprocessors"); (ii) The Data Processor shall have in place with the Affiliate Subprocessors a written agreement equivalent to the terms contained herein to protect Personal Data; and (iii) The EU Model Clauses shall apply to the extent the processing of Personal Data by the Affiliate Subprocessors involves a transfer of Personal Data which originates in the EEA to a third country outside of the EEA. For such purposes, the Data Controller hereby authorises the Data Processor to enter into the EU Model Clauses with the Affiliate Subprocessors on the Data Controller's behalf.
- 9.2 Save for the foregoing, the Data Processor shall not engage any subprocessors without the prior written authorisation of the Data Controller. In the event that the Data Controller authorises the use by the Data Processor of any other subprocessors, the Data Processor shall procure that such subprocessors enter into a written agreement containing provisions no less stringent than this DPA.
- 9.3 The Data Processor shall be fully liable for any breach by the subprocessors of any data protection obligations set out in this Clause.

10. ASSISTANCE WHEN HANDLING REQUESTS FROM DATA SUBJECTS

- 10.1 Taking into account the nature of processing and the information available to the Data Processor, the Data Processor will provide reasonable support to the Data Controller: (i) in complying with any legally mandated request for access to or correction of any Personal Data by a data subject under Chapter III GDPR (and where such request is submitted to the Data Processor, the Data Processor will promptly notify the Data Controller of it); (ii) in responding to requests or demands made to the Data Controller by any court or governmental authority responsible for enforcing privacy or data protection laws; or (iii) in its preparation of a Data Protection Impact Assessment.

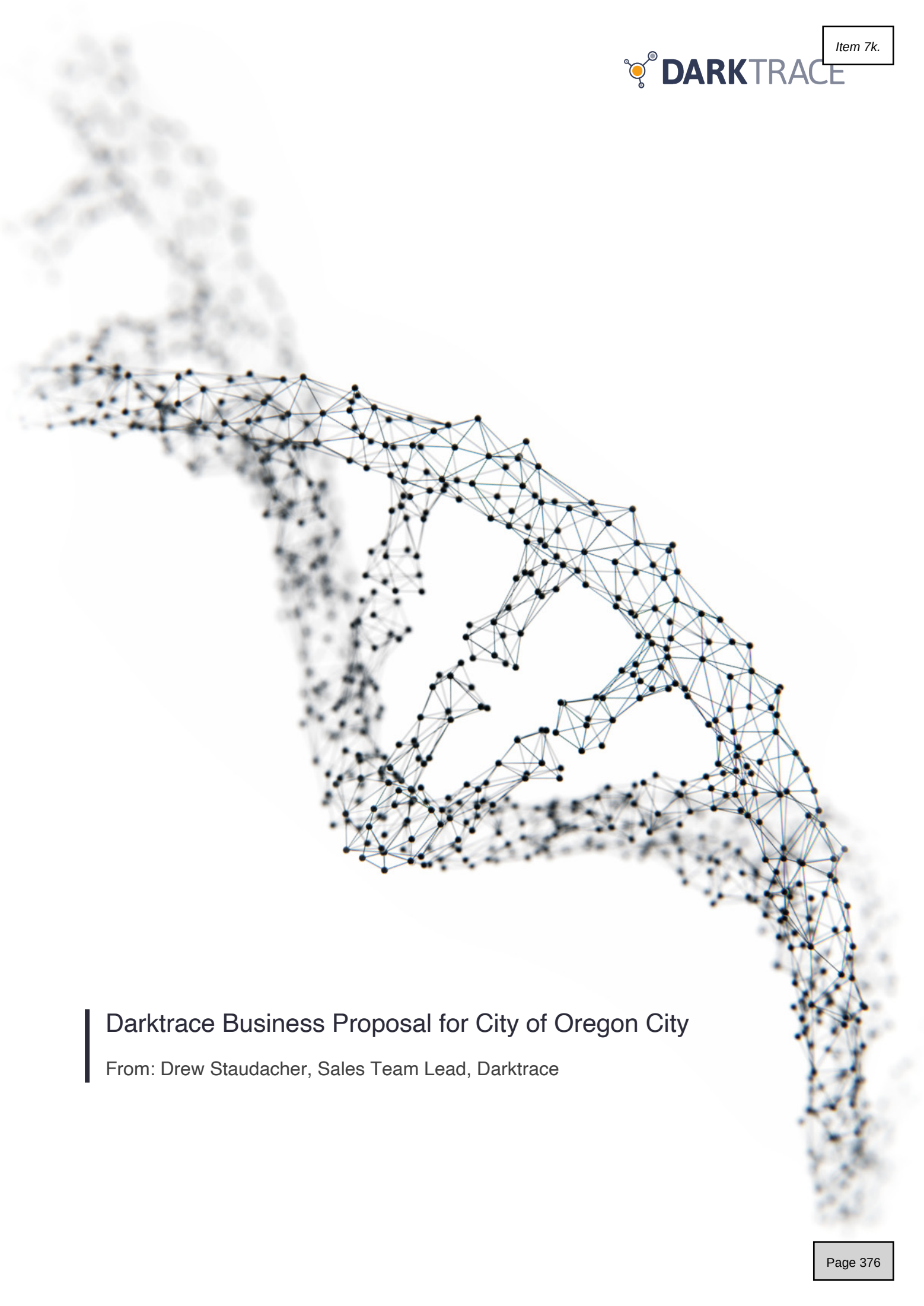
11. AUDIT

- 11.1 The Data Processor agrees to maintain ISO 27001 certification for the duration of the Term. The Data Processor will use an external auditor to verify that its security measures meet ISO 27001 standards in accordance with the ISO certification process. On the Data Controller's written request, and subject to appropriate confidentiality obligations, the Data Processor will make available to the Data Controller: (i) a copy of the current certificate in relation to the ISO 27001 certification; and (ii) Information reasonably requested by the Data Controller in writing

with regards to the Data Processor's processing of Personal Data under this DPA. The Data Controller agrees to exercise any right it may have to conduct an audit or inspection under GDPR (or the EU Model Clauses if they apply) by requesting the foregoing information.

12. RETURN/DESTRUCTION OF PERSONAL DATA

- 12.1 Upon termination of the Agreement, the Data Processor shall delete or return all Personal Data in accordance with the Data Controller's written instructions.



Darktrace Business Proposal for City of Oregon City

From: Drew Staudacher, Sales Team Lead, Darktrace

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Darktrace Partnership City of Oregon City

With more than 4,000 customers worldwide, Darktrace has been at the cutting edge of innovation, with its Cyber AI technology, for over seven years. Companies from every sector and of all sizes rely on our world-class technology to identify and contain cyber-threats across their dynamic workforce – from email, and cloud and SaaS environments, to IoT and endpoint devices, and industrial control systems.

We are the only technology with the capability to detect, investigate, and respond in real time, learning on the job to protect every user, device, and digital system within your business – wherever and whenever a threat strikes. Darktrace's Cyber AI augments and uplifts security teams, providing a tangible return on investment by reducing time to triage by 92%, allowing you to focus your time and energy where it really matters.

We have been delighted to demonstrate to you the power of our Cyber AI Platform in Oregon City the past few weeks. The following proposal outlines a business wide deployment scenario for your organization based on the needs and challenges outlined in our conversations thus far, including visibility into your internal network. Additionally, with a lean IT team, we believe City of Oregon City would find added value in Antigena's autonomous response feature, providing valuable time for your organization to detect and respond against high severity threats.

This document also provides an overview of Darktrace's technology and value proposition, as well as selected examples of customer feedback and independent analyst recognition. Industry experts and customers agree that Darktrace is unmatched when it comes to Cyber AI capabilities, ease of set-up and usability, and flexibility. Darktrace's proven ability to identify and autonomously respond to sophisticated attacks within seconds has revolutionized cyber defense and dramatically enhanced risk mitigation for our customers.

We look forward to partnering with City of Oregon City and are excited to continue the conversation around how our technology will add value to your business.

I am happy to discuss this proposal and associated commercials in more detail at your convenience.

If you have any questions about this proposal document, please do not hesitate to contact me.

Email drew.staudacher@darktrace.com

Mobile 206 586 4809

Office 1201 3rd Avenue Su, Seattle, WA 98101

Company Background

Founded in 2013 by mathematicians from the University of Cambridge and government cyber intelligence experts from the US and the UK, Darktrace was the first to apply unsupervised machine learning to the challenge of cyber security – pioneering developments such as Autonomous Response technology and Cyber AI Analyst. Darktrace has experienced meteoric growth over the past seven years and is today recognized as the world's leading AI company for cyber security.

Headquartered in San Francisco and Cambridge, UK, Darktrace has over 1,300 employees across 44 offices worldwide. The company chairman is Robert Webb QC, former General Counsel of British Airways and Rolls-Royce, and our world-class advisory board comprises of experts in mathematics, computer science, security, and intelligence-gathering, including:

- Lord Jonathan Evans KCB, the former Director General of MI5
- Alan Wade, the former CIO of the CIA,
- Professor Nick Jennings, Chair in Artificial Intelligence at Imperial College, London.
- Rt Hon Amber Rudd, former Home Secretary of the UK

Darktrace is relied on by over 4,000 customers globally, protecting and defending some of the most sensitive IP, digital data, and mission-critical infrastructure in the world.

Our self-learning technology:

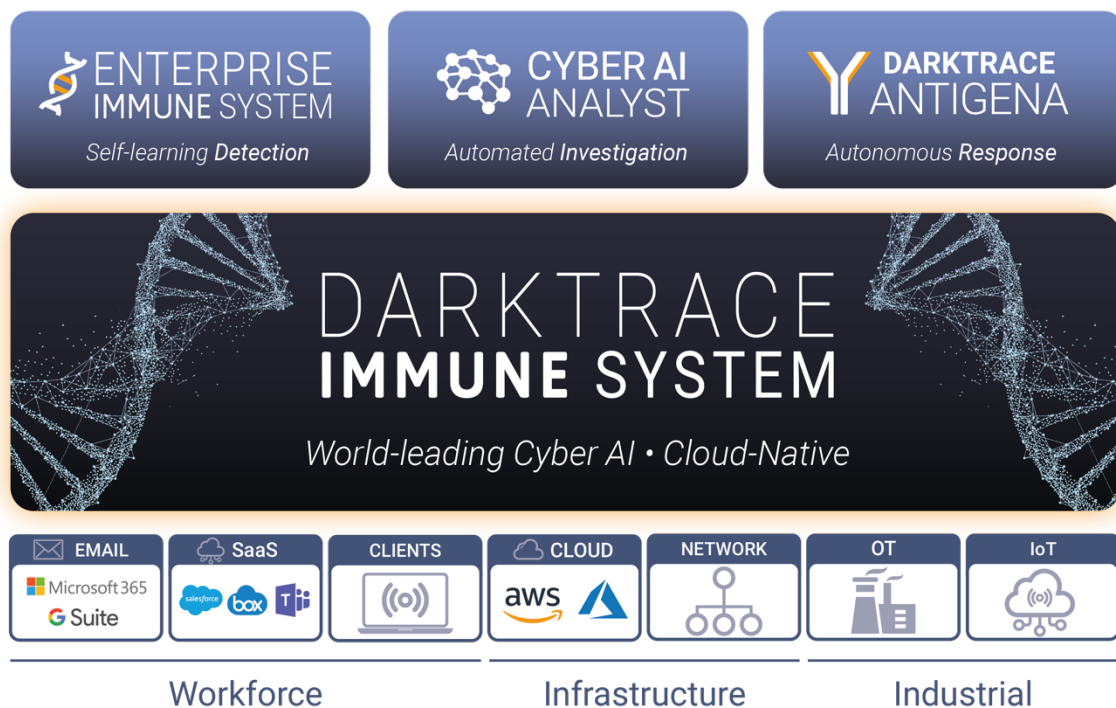
- Safeguards the **IP behind the world's fastest SSD**
- Protects one of the **world's first 5G smart cities**
- **Defeated a world-leading red team** on day 0 of their operation
- **Shielded the CFO** of a large financial services provider from a personalized phishing attack
- Protected the UK healthcare system from the **Wannacry ransomware**
- Defends the **leading provider of cloud-based travel services** in 230 countries
- Protects the **world's second largest sports league**
- Monitors **supply chain risk** from world-leading ICT communications and smart devices companies
- Protected global organizations from **nation-state attackers exploiting a zero-day vulnerability**
- Defeated **fearware attacks** across global organizations in email environments



Darktrace Immune System Platform

The Darktrace Immune System is a self-learning technology. Analogous to the human immune system, the technology identifies otherwise unknowable threats that have got inside your digital business and contains them in real time.

Because Darktrace learns ‘on the job’ about its environment, it is uniquely capable of uncovering rare and previously unidentifiable patterns in information, amid the noise of everyday activity across an organization’s dynamic workforce.



Darktrace’s AI can then take the right action, at the right time, to contain a threat in seconds – a unique Autonomous Response capability hailed by Prof Nick Jennings, Chair in Artificial Intelligence at Imperial College London, as a “significant engineering innovation ... essential for dealing with the volume, novelty, and speed of modern cyber incidents.”

The core of Darktrace’s Immune System Platform consists of three tightly-integrated AI systems: the Enterprise Immune System, Darktrace Antigena, and Cyber AI Analyst. Darktrace’s AI is operative across the entire dynamic workforce, including cloud and SaaS environments, email, IoT, endpoint devices, industrial control systems, and traditional networks. This breadth of coverage for the digital business enables organizations to rely on Darktrace’s AI to defend against all threat types no matter where or when they emerge.

By continuously learning ‘on the job,’ Darktrace’s AI is able to evolve with your business – facilitating digital transformation in a secure manner and protecting your dynamic workforce even through times of change. With a number of seamless integrations, Darktrace can also help you expand on your existing investments, for a comprehensive security strategy that covers your entire digital business.

Enterprise Immune System

Darktrace's flagship product, the Enterprise Immune System, detects all threat types, including novel attacks and insider threats, before they become destructive or damaging. The AI learns and understands a sense of 'self' for every user and device in a business, and can spot the subtle signals of an attack within seconds of it emerging.

Powered by unsupervised machine learning, the Enterprise Immune System doesn't rely on training data, pre-conceived ideas of 'bad', or fine-tuning to teach the AI what to look for. Instead, Darktrace's technology learns 'on the job', developing a rich understanding of the 'DNA' of your business. This means that Darktrace's technology identifies threats that are missed by legacy solutions, evolves as your organization does, and never goes out of date.

Key benefits

- Learns 'on the job' and adapts continually
- Detects novel threats and insiders
- Complete visibility across digital business
- Cloud-native
- Fast install – no manual configuration

Darktrace Antigena

Darktrace Antigena is the world's first and only Autonomous Response technology. This multi-award-winning solution takes action on behalf of security teams to contain cyber-threats within seconds, wherever they occur, and before they can escalate to a crisis. Like a digital antibody, Darktrace Antigena neutralizes threats in a highly targeted and precise way, allowing normal day-to-day activity to continue uninterrupted.

For example, if your organization was hit by a ransomware attack, Darktrace Antigena would understand exactly where the virus had first hit and forcibly drop malicious connections that the malware was attempting to make. Critically, employees need not experience any disruption to their work, as only the out-of-character behaviors would be stopped. All this happens in seconds, buying the security team time to catch up.

Autonomous Response technology has today become a critical part of the security stack, and can generate responses against insider threat, automated attacks, cloud vulnerabilities, advanced spoofing campaigns, and more. While human teams are out of the office or simply unable to respond to a threat fast enough, Darktrace Antigena will calculate the best action to take in the shortest period of time to effectively react to a cyber-attack – wherever and whenever it strikes.

Every 3 seconds, Antigena responds to a cyber-threat somewhere in the world.

Key benefits

- Reacts in seconds – stops threats in their tracks
- Surgical response – no disruption to your business
- Customizable – you choose how and where Antigena acts
- Full oversight with Darktrace Mobile App

Cyber AI Analyst

The Cyber AI Analyst is Darktrace's AI investigation technology, which automatically triages, interprets, and reports on the full scope of security incidents targeting your dynamic workforce. Pioneered by former government intelligence officials, it is the culmination of a 3-year research project which involved observing over 100 of Darktrace's most skilled security analysts as they investigated threats - from novel strains of ransomware and industrial sabotage, to compromised SaaS credentials, cloud misconfigurations, and insider threat.

Using deep learning, the technology contextualizes security events, adapts to novel techniques, and translates its findings into a digestible security narrative that can be actioned in minutes. Mimicking human thought processes to delve into and investigate attacks, Cyber AI Analyst combines the expertise and intuition of human analysts with the speed and scale of AI, reducing the time to triage threats by 92%. It currently performs over 1.4 million security incidents per week.

Key benefits

- Automates investigation, triage, and reporting
- Continually investigates 100% of threats Darktrace detects
- Generates detailed, natural-language incident reports
- Prioritizes security events
- Integrates seamlessly with third party alerts
- Reduces time-to-meaning by 92%



Pricing

Working with Darktrace is more than a subscription – it's a partnership. As a customer, you'll receive:

- A dedicated account team
- Expert integration support
- Regular training
- Customer Support Helpline, open 24/7
- Access to the Darktrace Customer Portal, providing regular updates, exclusive analyst blogs and more
- Access to Darktrace Tech Meetups and other exclusive customer events
- A free 30-day activation of a component of the Darktrace Immune System Platform every quarter

Pricing details

The pricing below is for a 6 month bridge + 36 month software license, with a **40% discount offered** for a signature in December. Payment terms are annually.

Product	List Price	End of Year Pricing 40% discount
Enterprise Immune System		
<i>Network</i>	1200 Devices @ \$5,344 per month	1200 Devices @ \$3,206 per month
<i>Darktrace Cyber AI Analyst</i>	Included with Enterprise Immune System	Included with Enterprise Immune System
Darktrace Antigena Response		
<i>Network</i>	1200 Devices @ \$2,299 per month	1200 Devices @ \$1,379 per month
Deployment	\$278 per month	\$167 per month
TOTAL SOLUTION COST	\$95,052 per year	\$57,024 per year

NOTE: This quote has been updated for July 1, 2021 pricing, see attached.

Pricing models

We understand that introducing new technology requires additional budget which can be challenging to obtain.

To help secure budget, we have the following option to help align with security budgeted for July 2021:

January 2021 – June 2021: 6 month bridge, Enterprise Immune System only = \$20,238

July 2021 – June 2022: Enterprise Immune System + Antigena Network = \$57,024

July 2022 – June 2023: Enterprise Immune System + Antigena Network = \$57,024

July 2023 – June 2024: Enterprise Immune System + Antigena Network = \$57,024

Darktrace Services

Darktrace offers additional service options. In order to best support you, these options can be customized to augment and extend your security and IT teams. Services can be delivered by Darktrace's Cyber Analysts, our in-house experts in threat analysis and cyber intelligence, or Darktrace Certified Partners. Most importantly, these offerings are crafted based on our experience across all sizes of companies and sectors, to give you a custom fit.

Ask the Expert

Available from within the Threat Visualizer or Customer Portal, Darktrace's Ask the Expert (ATE) service allows you and your security team to send queries during live threat investigations to one of our world-class cyber analysts sitting in Darktrace's SOC's in Cambridge (UK), San Francisco, and Singapore. Using Ask the Expert, customers can drag and drop graphics and traffic flow data directly into queries, allowing your team to work collaboratively with Darktrace analysts on any question you may have when new or advanced threats appear in your environment.

Key Benefits

- Rapid feedback from Darktrace's world-class analysts around the globe
- Expert remediation advice when you encounter new or sophisticated threats
- Collaborative analysis with the ability to share graphics and data
- An unlimited resource for your team, no matter how many questions you have

24/7 Proactive Threat Notification

Darktrace's Proactive Threat Notification (PTN) service provides you with around-the-clock monitoring by expert cyber analysts sitting in Darktrace's global Security Operation Centers (SOCs). These analysts' triage and respond to high-fidelity, in-flight security incidents to determine whether your organization is under immediate attack, in addition to providing critical analytical support. If an in-progress cyber-attack is detected, Darktrace experts instantly alert your organization's security team. This alert can take the form of an encrypted email, automated phone call, or SMS – or even a combination of all three, as configured by each customer.

Crucially, security teams are not only notified of the threat and its urgency, but they are also provided with actionable intelligence ascertained from the investigative process. Darktrace's cyber analysts will work with you to ensure the correct technical diagnosis is reached.

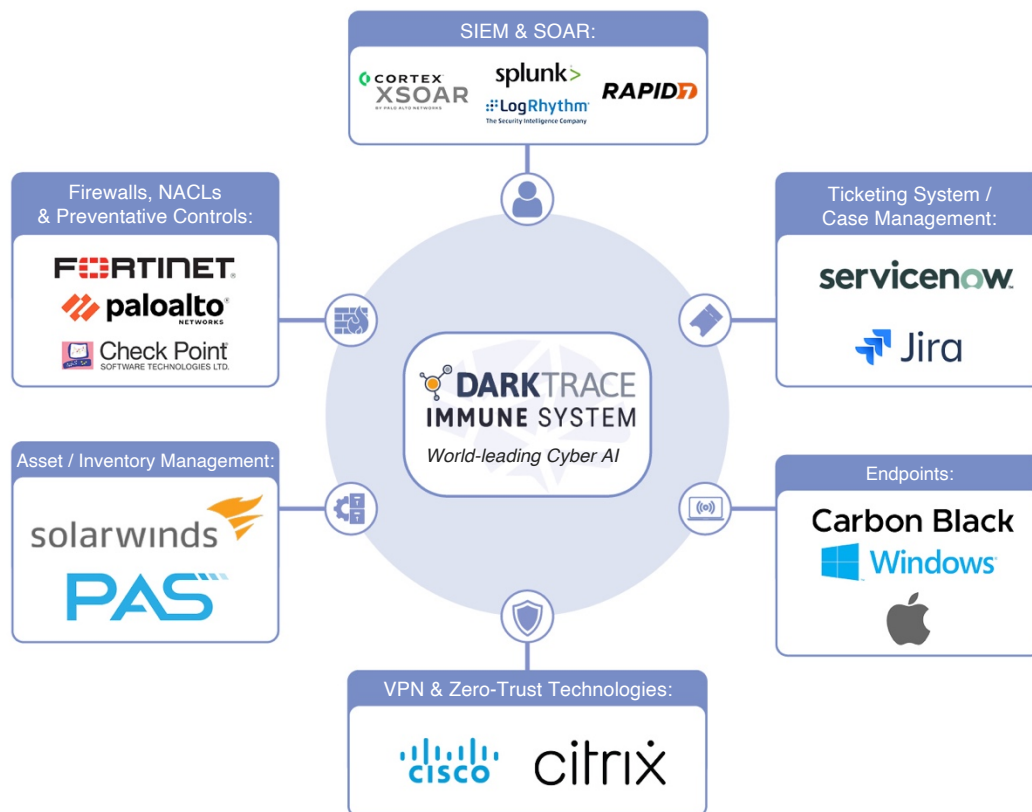
Key Benefits

- 24/7 additional monitoring provides an extra pair of eyes on your business at all times
- Expert-level investigation from Darktrace's world-class threat analysts
- Saves critical time in understanding the nature of a high-priority alert
- Jump-starts remediation with crucial support for strained security teams
- Monthly SOC report identifying serious security incidents, including top threat trends across the customer base

One-Click Integrations

Darktrace is committed to ensuring that you receive the maximum value from our world-class technology – which is why our AI seamlessly integrates with active integrations, telemetry data, and automated workflows, with customized integrations able to be built out to meet your bespoke needs.

As today's digital business becomes increasingly characterized by distributed users, diverse applications, and disjointed point solutions, unifying security defenses is critical. To achieve this, Darktrace integrates with SOAR and SIEM tools, firewalls, endpoint security, data lakes, as well as archiving and forensics solutions. It can integrate with existing SOC's and use data surfaced by tools already deployed in an environment for enriched data correlation.



Through the Darktrace Customer Portal, your organization will be able to activate our one-click integrations. This extension to your deployment is free of charge, and enables Darktrace's AI to instantly ingest new forms of telemetry, share bespoke AI insights across established workflows, and interoperate with a wide range of technologies to deliver Autonomous Response across email systems, client devices, and collaboration platforms. This automates your security processes – enabling teams to focus on more strategic tasks.

Darktrace Innovation Series

As we saw in 2020, everything can change in an instant. But few areas have had to pivot as quickly as cyber security. In a matter of days, CISOs and CIOs had to facilitate the transition to a dynamic mode of working, ensuring high levels of employee productivity while keeping their data and digital systems secure. Making this possible was innovation – Darktrace’s lifeblood. To help your organization stay ahead of the latest challenges and secure the future of work, we are offering all customers an exclusive 30-day free activation of any part of the Cyber AI Platform. This opportunity will renew every quarter, allowing you to protect the latest digital development in your organization, with new platform updates continually being rolled out.

The Darktrace Innovation Series enables you to participate in our latest innovations as they develop, with exclusive access to our technology ahead of public release. As part of this program, we will provide you with a concise update of our innovations every quarter with the Innovation Series Brochure. You will also receive an invitation to the Darktrace Innovation Series Summit – a live streaming event exclusive to the Darktrace Customer Community, where you’ll hear from Darktrace technologists and customers about how they are getting value from deploying these innovations.

Most importantly, you will have the opportunity every quarter to try out any component of our technology or service offerings free of charge for 30 days, by simply activating a deployment on our Darktrace Innovation Series page on the D Customer Portal. Throughout your 30-day free activation, you will receive a dedicated account team and access to a range of resources, including technical training materials and regular Threat Intelligence Reports.



Industry Analyst Reviews



"The need for skilled analysts is increasing and outstripping the supply, even with all of the educational programmes available. Tools like the Darktrace AI analyst add power to the elbow; they're a force multiplier for our scarce resource of human analysts."

- Jonathan Care, Gartner



"This is probably the best use of visuals I've seen. I can see how somebody who doesn't necessarily have the experience or the knowledge can really quickly look at the Threat Visualizer and say, Well that's where my problem is."

- Chase Cunningham, Forrester Research



"Darktrace thrives in complex digital environments, as the technology is adaptive and continues to revise its understanding of 'normal' in light of new evidence, enabling it to detect and respond to threats that other tools miss, while providing complete visibility across the digital infrastructure."

- Jonas Knudsen, IDC



"Darktrace is the clear leader in anomaly detection"

- Dan Cummins, 451 Research



"The incorporation of unsupervised, supervised, and deep learning into its product offering puts Darktrace well ahead of the game and makes it a compelling candidate for any enterprise's cyber security tooling plans."

- Mike Sapient, Omdia



"Darktrace's ability to see and autonomously respond to the known knowns and unknowns is unparalleled by any other product out there and, with its expanded capabilities [in email] has ushered Darktrace to the leader of the pack in the network threat analysis team of rivals."

- Alissa Knight, Aite Group



"Darktrace's autonomous response solution Antigena takes action against in-progress cyber-threats...The automatic quarantine response provides security teams valuable time to avoid major damage, especially when they can't be on guard 24 hours a day."

- Jamie Snowdon, HFS Research

Customer Reviews



"Darktrace is helping us stay abreast of the changes that are happening in the digital space."

- Karen McElhatton, CIO, McLaren Group



"We're confident that Darktrace is able to evolve with our organisation during this time of uncertainty."

- Ali Khan, CISO, Better.com



"The fact that AI Analyst can investigate data and then tell a story about the wider incident is incredible, exactly what my team want to have at their fingertips."

- Gabe Cortina, CTO, Bunim/Murray



"Darktrace is the single most valuable security tool my team uses today."

- Jason Barr, CISO, Aptean



"Darktrace gives our team complete real-time coverage across our SaaS applications and cloud."

- Michael Sherwood, CIO, City of Las Vegas



"When Antigena Email caught a spear phishing campaign that the Leader in the Magic Quadrant missed, we were convinced. The trial was over."

- CIO, Numeris



"With the phishing emails that are coming in, having an artificial intelligence engine to provide a defensive umbrella was huge for us."

- Irving Bruckstein, CIO, Salve Regina



"Cyber AI can detect cyber-threats before damage is done – whether they arise from an employee or from the industrial systems on our production floor. You need AI in place to quickly identify and respond to threats – you truly can't put a dollar value on Darktrace."

- Qadir Nawaz, Director of Infrastructure and Technical Services, King's Hawaiian



"Antigena can autonomously and precisely contain in-progress attacks far quicker than our human team can, and ensures our operations stay on track. Darktrace is fundamentally transforming how we defend our systems."

- Shane Silcox, Information Systems Manager, Layton Construction

Selected Customers



NOT FOR DISTRIBUTION

Selected Awards





CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: City Recorder Kattie Riggs

Agenda Date: 07/07/2021

SUBJECT:

Recommendation Letter for the Appointment of Rachel Lyles Smith to the Governor's Willamette Falls Locks Commission

STAFF RECOMMENDATION:

Staff recommends the Commission approve the attached recommendation letter to be submitted with Mayor Rachel Lyles Smith's application for appointment to the Governor's Willamette Falls Locks Commission as Oregon City's representative.

EXECUTIVE SUMMARY:

Staff has drafted a recommendation letter on behalf of the City Commission to submit with the application to the Office of the Governor to consider the appointment of Mayor Rachel Lyles Smith as Oregon City's new representative on the Willamette Falls Locks Commission.

BACKGROUND:

Former Mayor Dan Holladay had been appointed as Oregon City's representative serving on the Governor's Willamette Falls Locks Commission. Now Mayor Rachel Lyles Smith is required to submit an application and a recommendation from the Commission supporting her appointment to the Willamette Falls Locks Commission before the Governor will consider her appointment.

The information received from the Governor's office was the following:

To fill the Oregon City position on the Commission, there will need to be a formal appointment by the Governor. According to the Commission's governing statute (SB 256 (2017)):

(a) The Governor shall appoint:

...

(K) Pursuant to a recommendation by that city's governing body, one member who is the mayor or a member of the governing body of each of the following cities, to represent the cities' interests in the Willamette Falls navigation canal and locks:

(i) The City of Oregon City;

OPTIONS:

1. Approve recommendation letter.
2. Provide edits to the recommendation letter and approve as amended.
3. Deny the recommendation letter and provide staff direction.



July 7, 2021

Oregon Governor's Office of
Executive Appointments
254 State Capitol
775 Court Street
Salem, Oregon 97301-3111

Re: Recommendation of Rachel Lyles Smith for Appointment to the Governor's Willamette Falls Locks Commission

Dear Governor Kate Brown,

The City Commission of Oregon City would like to recommend the appointment of newly elected Mayor Rachel Lyles Smith to the Willamette Falls Locks Commission (created by SB 256), replacing former Mayor Dan Holladay.

In March 2018, you had appointed former Mayor Dan Holladay to a term of April 1, 2018 to December 31, 2021. Former Mayor Holladay was recalled on November 11, 2020 and Mayor Rachel Lyles Smith was elected March 9, 2021. Mayor Lyles Smith has completed the application and the Commission would like to submit this recommendation letter as an attachment to the application. The Commission fully supports Mayor Rachel Lyles Smith representing Oregon City's interests in the Willamette Falls navigation canal and locks.

Please let us know if you need anything further.

Sincerely,

City Commission of Oregon City



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING

DRAFT MINUTES

Virtual Meeting
Wednesday, May 05, 2021 at 7:00 PM

VIRTUAL MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

Mayor Rachel Lyles Smith called the meeting to order at 7:00 PM.

PRESENT: 5 - Mayor Rachel Lyles Smith, Commissioner Adam Marl, Commissioner Denyse McGriff, Commissioner Frank O'Donnell, and Commissioner Rocky Smith, Jr.

STAFFERS: 11 - City Manager Tony Konkol, Asst. City Attorney Carrie Richter, Community Development Director Laura Terway, Public Works Director John Lewis, City Recorder Kattie Riggs, Police Chief Jim Band, Finance Director Matt Zook, Library Director Greg Williams, Parks & Rec. Director Kendall Reid, Planner Kelly Reid, and Building Official Mike Roberts

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

3a. Proclamation Declaring May 16-22, 2021 as National Public Works Week

Mayor Lyles Smith proclaimed May 16-22, 2021 as National Public Works Week. She thanked Public Works for their service.

3b. Preservation Month Proclamation

Mayor Lyles Smith proclaimed May 2021 as National Preservation Month.

4. CITIZEN COMMENTS

Tom Geil, resident of Oregon City, discussed a fire safety issue with a neighbor who had downed trees and debris piles on his property. He was especially concerned about the dry conditions in late summer and the chance of fires in the neighborhood.

Mr. Konkol indicated that City staff would look into the situation.

5. PRESENTATIONS

There were no presentations.

6. ADOPTION OF THE AGENDA

The agenda was adopted as presented.

7. CONSENT AGENDA

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

Aye: 5 - Mayor Lyles Smith, Commissioner Marl, Commissioner McGriff, Commissioner O'Donnell, and Commissioner Smith, Jr.

- 7a. Resolution No. 21-23, Declaring an Emergency and Temporarily Exempting Oregon Department of Transportation Road Safety Improvements from the Prohibition Against Unlawful Noises
- 7b. Acceptance of Settlement Agreement for the Fox Property for the Molalla Avenue Streetscape Project (CI 18-004)
- 7c. Personal Services Agreement with Barney & Worth, Inc for the 2021 Water Ballot Community Engagement (PS 21-014)
- 7d. Selection of On-call Consultants for Transportation Design and Engineering Services
- 7e. 2020 Heritage Tree Nominations
- 7f. OLCC: Liquor License Application – Off-Premises, applying as an LLC, The Hive Catering Co., LLC (dba The Hive Social), 602 7th Street, Oregon City
- 7g. OLCC: Liquor License Application – Full On-Premises, Commercial, applying as an LLC, SPHOC, LLC (dba Schmizza Public House – Oregon City), 818 Main Street, Oregon City
- 7h. Minutes of the April 13, 2021 Work Session
- 7i. Minutes of the April 21, 2021 Regular Meeting

8. PUBLIC HEARINGS

- 8a. Appeal Fee Waiver associated with AP 21-02: Appeal of the March 23, 2021 Historic Review Board approval with conditions of Planning Files GLUA-21-00001/ HR 21-00001 through 21-00005 for five Cottage Homes in the Canemah National Register District

Mayor Lyles Smith opened the public hearing. Carrie Richter, Assistant City Attorney, read the hearing statement for both public hearings. She asked if any Commissioner had conflicts of interest, ex parte contacts, bias, or any other statements to declare.

Commissioner O'Donnell drove by the site. Commissioner Marl read the discussion posts on Facebook, but it would not affect his decision. Commissioner Smith drove by the site. Commissioner McGriff had not been by the site recently. She was contacted by Mr. Staggs, but she did not meet with him. Mayor Lyles Smith had received emails from the appellant over the last year expressing concerns about this property and the development. The last one was before the first of the year which was before the appeal was filed.

Kelly Reid, Planner, presented the staff report. The appeal fee waiver was associated with the appeal filed by Paul Edgar, resident of Oregon City and applicant. The appeal fee of \$250 was paid upon filing of the appeal. Mr. Edgar thought the waiver should be granted in fairness to all previous applicants who had been in compliance with their conditions of approval. Staff recommended denial.

Mr. Edgar said this appeal was important because the development had many instances of non-compliance with the conditions of approval. He was concerned it would set a precedent for future development. He believed it put the integrity of Canemah Neighborhood in jeopardy as a historic district as well as the integrity of the City. It was mandatory that this be brought before the City Commission.

Linda Baysinger, resident of Oregon City, thought this request should be denied. No special treatment should be given to a Historic Review Board member who was not able to vote on the matter due to his prior actions on this project. He continued to hold up the project and he should not be relieved of the financial responsibility.

Karen Blaha, resident of Oregon City, agreed with staff's recommendation to deny the waiver.

Mr. Edgar provided rebuttal. He thought it was critical for this application to come before the City Commission.

Mayor Lyles Smith closed the public hearing. The Commission deliberated on the reasons for granting or denying the fee waiver.

Motion made by Commissioner Smith to deny the appeal fee waiver request. The motion did not receive a second.

There was further discussion regarding the reasons for the fee waiver.

Motion made by Commissioner McGriff, seconded by Commissioner Marl, to deny the appeal fee waiver associated with AP 21-02. The motion passed by the following vote:

Aye: 3 - Mayor Lyles Smith, Commissioner Marl, and Commissioner Smith

Nay: 2 - Commissioner McGriff and Commissioner O'Donnell

- 8b. AP 21-02 and AP-21-03: Two separate appeals of the March 23, 2021 Historic Review Board approval with conditions of Planning Files GLUA-21-00001/ HR 21-00001 through 21-00005 for five Cottage Homes in the Canemah National Register District

Mayor Lyles Smith opened the public hearing.

Ms. Richter explained the hearing procedures. She asked as a result of a site visit if any facts needed to be disclosed.

Commissioners Smith and O'Donnell did not learn anything more by driving by the site than what was included in the meeting materials.

Ms. Reid presented the staff report. She gave a background on the project, which was a development of 5 cottage homes in Canemah. There were discrepancies on what was constructed and what was approved. These discrepancies came before the Historic Review Board (HRB) for approval, and that was being appealed tonight. Mr. Edgar objected to the following modifications stating they would detract from the Canemah National Register District: retaining wall height, skylight locations, and window design and placement. Chris Staggs, appellant, argued that textured fiber cement siding met the design guidelines and the condition of approval to replace the siding should be overturned. She discussed the code the HRB used to make their decisions and reviewed the design guidelines for new construction on retaining walls, skylights, windows, and siding. She outlined the City Commission's options. Staff recommended denying both appeals and affirming the HRB's March 24, 2021 decision approving the application with conditions.

There was discussion regarding the hearing procedures and how precedence should be viewed in this decision.

Mr. Edgar discussed the ways the developer did not comply with the approval they were given by the City. This act was precedent setting and allowing it would degrade the value of what everyone else had to comply with over the years. The development had detracting elements that should not have been approved for a national register district especially the windows, skylights, retaining wall, and siding. He wanted to protect the integrity of the national register district.

Mr. Staggs requested the Commission remove Condition #7 and allow the existing siding to remain on the homes. The guidelines for new construction were silent on whether the siding should be textured or smooth. The current siding looked better than smooth and was more in keeping with the Canemah character of a rich variety of textures. It was difficult to discern any difference between smooth and textured siding from the street. It would serve no public good to change the siding and would have significant environmental impact. Fiber cement board was safer and longer lasting than wood.

Susan Borger, resident of Oregon City, was in favor of removing the condition to replace the siding. She did not think using the commercial building on Center Street as justification for this condition was an equitable comparison. She suggested lifting the conditions of approval and accepting the staff report recommendations submitted at the March 24 HRB meeting.

Dennis Anderson, resident of Oregon City, thought from the start Mr. Edgar did not want the cottage homes built in Canemah and had made every attempt to subvert their development. Canemah was respectfully diverse and welcomed new neighbors. It was a unique neighborhood that continued to grow both economically and aesthetically. This cottage development had been widely discussed and reviewed. He asked the Commission to mitigate the issue and support the items given by the HRB or offer another remedy rather than the punitive removal of siding.

Linda Baysinger, resident of Oregon City, did not think the siding should be removed as it was a waste of materials currently on the homes and a waste of money and time. The HRB used a commercial building in the McLoughlin Neighborhood as a comparison for the siding. She explained why that was not an appropriate comparison.

Karen Blaha, resident of Oregon City, asked the Commission to overturn the HRB's decision to require replacing the siding. The surface was virtually imperceptible and other homes in Canemah had the same surface. Mr. Edgar objected to the retaining wall height, ignoring the geologic and topographic factors. The historic nature of Canemah was not being denigrated. It was being protected as the modern homes were supposed to be differentiated from the truly historic homes.

William Gifford, resident of Oregon City, thought these new homes fit in beautifully with the historic neighborhood. There was an expense to removing and replacing the siding which would increase the prices of the homes. There was also a safety issue as the current siding was fire resistant and an environmental issue with the waste of these materials in the landfill. He urged the Commission to remove the condition.

Ken Baysinger, resident of Oregon City, agreed with what had been said in support of removing the condition regarding the siding.

Celeste Blythe, resident of Oregon City, said the original application included natural shiplap wood siding which was approved by the HRB. The development was not built with that material and the applicant did not inform or get approval from the City when it was substituted by the textured cement siding. She thought it was clear that textured siding was not allowed. It did not matter if it was commercial or residential, all new construction should meet the guidelines. Many other items were not built to the approved application. The HRB considered the influence of the total project on the historic district and the HRB allowed many other deviations to remain. She did not think the appeal on the siding should be granted.

Chris Sweet, resident of Oregon City, said this type of siding was not visible from the street. The project needed to be completed and construction needed to stop.

Mr. Edgar gave rebuttal. The HRB, City Commission, and LUBA approved a plan and it was not followed. Substitutions should have been brought back to the City to be approved, not installed and then ask for approval. There needed to be integrity in the process and compliance to the standards, especially for a national register district. The windows, siding, and skylights were not right.

Mr. Staggs gave rebuttal. He discussed what he thought were misrepresentations that had been stated. The design guidelines were silent on smooth or textured siding. The neighborhood had been supportive of the development and he thought they were appropriate for the neighborhood. All the windows were wood and the siding had the appearance of wood siding. There was one skylight that would be visible from the street, but it would be blocked by a tree. He asked that the condition regarding the siding be removed.

Mayor Lyles Smith closed the public hearing.

The Commission deliberated on Mr. Edgar's appeal. There was discussion regarding the discrepancies that had not been approved by the HRB, unclear how the skylights were inconspicuous, retaining wall height change from 3.5 to 5 feet, disregard for the process on the part of the applicant, clarifying the guidelines and HRB conditions, site inspections, issues with the HRB's justification for the windows and skylights, and grading required if the wall height was reduced.

There was consensus to continue the meeting past 10:00 PM.

There was further discussion regarding how the original conditions of approval applied to these issues and that the process had been compromised.

Motion made by Commissioner McGriff, seconded by Commissioner Smith, to deny AP 21-03 and uphold the decision of the Historic Review Board which would require the appellant to remove and replace the siding. The motion passed by the following vote:

Aye: 4 - Commissioner Marl, Commissioner McGriff, Commissioner O'Donnell, and Commissioner Smith, Jr.

Nay: 1 - Mayor Lyles Smith

Motion made by Commissioner McGriff, seconded by Commissioner Smith, to continue the hearing for AP 21-02 to May 19, 2021. The motion carried by the following vote:

Aye: 5 - Mayor Lyles Smith, Commissioner Marl, Commissioner McGriff, Commissioner O'Donnell, and Commissioner Smith, Jr.

9. GENERAL BUSINESS

9a. Resolution No. 20-37, Update to the Guidelines for Transportation Impact Analyses

Motion made by Commissioner McGriff, seconded by Commissioner Smith, to continue Resolution No. 20-37, update to the guidelines for transportation impact analyses to a future meeting. The motion carried by the following vote:

Aye: 5 - Mayor Lyles Smith, Commissioner Marl, Commissioner McGriff, Commissioner O'Donnell, and Commissioner Smith, Jr.

10. COMMUNICATIONS

City Manager

The City Manager did not provide communications.

Commissioners

There were no commissioner reports.

Mayor

The Mayor did not have any communications.

11. ADJOURNMENT

Mayor Lyles Smith adjourned the meeting at 10:22 PM.

Respectfully submitted,

Kattie Riggs, City Recorder



CITY OF OREGON CITY

CITY COMMISSION SPECIAL WORK SESSION

DRAFT MINUTES

Virtual Meeting
Monday, May 24, 2021 at 6:00 PM

CONVENE SPECIAL WORK SESSION OF THE CITY COMMISSION

Mayor Lyles Smith convened the meeting at 6:02 PM.

ROLL CALL

PRESENT: 5 - Mayor Rachel Lyles Smith, Commissioner Adam Marl, Commissioner Denyse McGriff, Commissioner Frank O'Donnell, and Commissioner Rocky Smith, Jr.

STAFFERS: 7 - City Manager Tony Konkol, Deputy City Attorney Carrie Richter, Community Development Director Laura Terway, Public Works Director John Lewis, Asst. City Recorder Jakob Wiley, Finance Director Matt Zook, and Asst. City Engineer Josh Wheeler

DISCUSSION ITEMS

1. Confederated Tribes of Grand Ronde Presentation: Visioning of the Blue Heron Property

Chairwoman Cheryle Kennedy, Tribal Council Chairwoman, introduced Tribal Council members Michael Langley and Jon George.

Stacia Hernandez, Chief of Staff, began the presentation on the vision document developed by the Confederated Tribes of the Grand Ronde. She provided a site map including where Tribal villages had been located. She reviewed the historic timeline of the former blue heron / Willamette Falls site. The Tribal Council felt strong about the four core values, but wanted to add a fifth one, "healing." They identified possible site uses and programs including restoration, river access, gathering spaces, Tribal spaces, and public spaces.

Ryan Webb, Project Manager, completed the presentation including reviewing the site analysis work, understanding the relationship between land and water, healing and restoration native vegetation to the site, public access, and economic development.

Chairwoman Kennedy thanked the presenters and discussed the meaning of the project to the Tribe. She also discussed the environmental grant to clean the site.

Mayor Lyles Smith thanked the presenters and the Tribal Council Members for attending the meeting.

Commissioner Smith asked questions about the buildings planned for demolition and the historic buildings identified in prior planning documents.

Mr. Webb mentioned they would be using the visioning document to do a master plan for the site including reviewing the historic buildings.

There was discussion about parking lots versus parking garages or parking structure.

Commissioner Smith also asked about the proposed bike-ped bridge concept plan and the Tribe's preference for the alignment.

2. Proposed Amendments to Chapter 17.44 – Geologic Hazards

Mayor Lyles Smith noted the Commission received two public comments regarding this item, one from Christine Kosinski and Roseann Johnson of the Home Builders Association of Metro Portland.

John Lewis, Public Works Director, introduced the item and the discussion of the proposed amendments to the Geologic Hazard Code.

Josh Wheeler, Assistant City Engineer, presented on the history of the Geologic Hazard Code and the proposed changes. Mr. Wheeler explained that waivers were eliminated on January 1, 2021 due to advice from the City Attorney. All projects in a geologic hazard overlay zone must go through a Type II land use review, unless it meets one of the exemptions. The exemptions are found in the Code Chapter 17.44.035, a cut or fill with less than two feet in depth or involves less than twenty-five cubic yards of volume, structural alteration or addition of less than 500 square feet, utilities construction, removal of noxious vegetation, and tree remove when less than 25% of the tree canopy is removed. Commissioners asked several questions related to the calculation of the tree canopy and removal that triggers the exemption. Mr. Wheeler reviewed the development standards and suggested only one change would be to include landslide deposits, which are currently not included in the Code. He reviewed the number of taxlots that would be affected if the property slope threshold percentage changed from 25% to anything less.

Commissioner McGriff asked about reducing the slope threshold from 25% to 20%, increasing the number of parcels regulated by the Geologic Hazard Code and requiring a Type II land use approval to develop.

The Commissioners discussed the slope threshold, tree removal, and the public comment received and the process of responding to the questions raised in the letter.

Carrie Richter, Deputy City Attorney, clarified when notice of property owners would need to take place by the law regarding a slope threshold reduction percentage.

There was consensus to have another presentation and invite Scott or Bill Burns to provide more justification regarding slope threshold percentage and tree removal. There was a specific question to look at the Park Place Concept Plan areas.

The Commission took a break from 8:03 PM to 8:09 PM.

3. Street Trees and Associated Sidewalk Damage in the Wasco Acres, Trailview, and Tracey Heights Subdivisions

Laura Terway, Community Development Director, presented on the issues with street trees and buckling sidewalks in several neighborhoods. Ms. Terway explained reasons sidewalks could lift from street trees including wrong species of trees, wrong spaces, and incorrect plantings. She reviewed the changes in the City's Street Tree Codes over time and reasons for the changes. In some of these neighborhoods, tree species were planted in areas with narrow strips compared to the modern code.

John Lewis mentioned that he and Senior Planner Pete Walter had walked the streets/sidewalks in these neighborhoods a few weeks ago to review the damage. He reviewed the current Oregon City Municipal Code related to sidewalks, public street trees, street design, and root barriers. The City does not have a sidewalk inspection program, they are complaint driven only. Once a complaint is filed, a staff member goes to the site to verify and notifies the abutting property owner. In these specific neighborhoods the tree roots are lifting the sidewalks and are surfacing in the yards. There are not a lot of options for keeping the sidewalk and keeping the trees. This is a challenge that is not unique to Oregon City. Oregon City can

continue to implement best practices, wider planter stripes, and updated street tree lists. Mr. Lewis reviewed several options for the Commission to consider and discuss.

Mayor Lyles Smith liked the option of providing 50% financial support for residents but understanding the financial impact. She is also open to what staff's recommendation might be for a City Support Program might be such as grant versus loan and what the details of the program might include.

Commissioner McGriff wondered if the City could purchase trees in bulk to have to assist residents with replacement and or initial planting of subdivisions. She also did not agree with automatically allow residents to cut-down trees. She agreed with staff's option one provided.

The options provide by staff were:

1. Direct staff to provide the City Commission with a specific recommendation for a Sidewalk Assistance Program that largely aligns with the existing design standards and the concept of an annual assistance budget and an individual property owner sidewalk replacement grant program.
2. Continue the matter to a future work session to discuss existing street standards and a completely different sidewalk assistance model.
3. Maintain the status quo as it pertains to sidewalk/street tree code and do not take further action.

Commissioner O'Donnell agreed with providing up to \$1,500, per repair, in financial support, waiving the tree permit fee, and having a discussion about the location of the re-planting of trees.

Commissioner Smith did not agree with having meandering sidewalks.

Consensus was to have staff come back to the Commission with a specific recommendation for a Sidewalk Assistance Program. They would also like the street tree list be updated and specifically what is appropriate for narrow planter strips.

Tony Konkol, City Manager, mentioned some funding options and would provide the Commission with more details when staff comes back with the recommendation. He also mentioned staff would do research regarding best practices about soil, root-barrier, and initial plantings.

CITY MANAGER'S REPORT

There was no City Manager's report.

ADJOURNMENT

Mayor Lyles Smith adjourned the meeting at 9:13 PM.

Respectfully submitted,

Kattie Riggs, City Recorder



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING

DRAFT MINUTES

Virtual Meeting
Wednesday, June 02, 2021 at 7:00 PM

VIRTUAL MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

Mayor Rachel Lyles Smith called the meeting to order at 7:03 PM.

PRESENT: 5 - Mayor Rachel Lyles Smith, Commissioner Adam Marl, Commissioner Denyse McGriff, Commissioner Frank O'Donnell, and Commissioner Rocky Smith, Jr.

STAFFERS: 11 - City Manager Tony Konkol, Asst. City Attorney Carrie Richter, Community Development Director Laura Terway, Public Works Director John Lewis, City Recorder Kattie Riggs, Police Captain Shaun Davis, Public Works Director John Lewis, Finance Director Matt Zook, Library Director Greg Williams, Parks & Rec. Director Kendall Reid, and Planner Kelly Reid.

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

3a. Commission Appointments

Mayor Lyles Smith announced the appointments of each of the City Commissioners to various boards and committees. Mayor Lyles Smith made the following appointments:

*1. Beavercreek Employment Area Blue Ribbon Committee
Appointed: Commissioner Frank O'Donnell*

*2. Brownfield Grant Committee
Appointed: None*

*3. Citizen Involvement Committee Commission Liaison
Appointed: Commissioner Adam Marl*

*4. Clackamas County Coordinating Committee (C4)
Appointed: Mayor Rachel Lyles Smith
Alternate: Commissioner Adam Marl*

*4a. C4 Sub-committee
Appointed: Mayor Rachel Lyles Smith*

*5. Clackamas County I-205 Tolling Diversion Committee
Appointed: Commissioner Adam Marl
Alternate: Commissioner Frank O'Donnell*

*6. Clackamas Heritage Partners
Appointed: Commissioner Rocky Smith*

7. Clackamas Water Environment Services Policy Committee
Appointed: Commissioner Rocky Smith

8. Downtown Oregon City Association Board
Appointed: Commissioner Denyse McGriff

9. Metro Policy Advisory Committee (MPAC)
Appointed: Mayor Rachel Lyles Smith
Alternate: Commissioner Denyse McGriff

10. OC 2040 Project Advisory Team
Appointed: Commissioner Adam Marl
Appointed: Commissioner Denyse McGriff

11. Oregon Governor's Willamette Falls Locks Commission
Appointed: Mayor Rachel Lyles Smith – once officially appointed

12. Oregon City Tourism Stakeholder's Group
Appointed: Commissioner Frank O'Donnell
Appointed: Commissioner Rocky Smith

13. Oregon City/West Linn Pedestrian and Bicycle Bridge Concept Plan Project Advisory Committee (PAC) lead by ODOT
Appointed: Commissioner Denyse McGriff

14. South Fork Water Board
Appointed: Mayor Rachel Lyles Smith
Appointed: Commissioner Frank O'Donnell
Appointed: Commissioner Rocky Smith

15. Willamette Falls and Landings Heritage Area (Previously Willamette Falls Heritage Area Coalition)
Appointed: Commissioner Denyse McGriff
Alternate: Commissioner Frank O'Donnell

16. Willamette Falls Legacy Project Liaison
Appointed: Mayor Rachel Lyles Smith
Appointed: Commissioner Frank O'Donnell

4. CITIZEN COMMENTS

Karin Morey, resident of Oregon City, provided public comment regarding the Water Board Park and Charter parks related to item 7b.

5. PRESENTATIONS

6. ADOPTION OF THE AGENDA

The Commission pulled item 7b. from the Consent Agenda and placed it under General Business. The agenda was adopted as amended.

7. CONSENT AGENDA

Motion made by Commissioner McGriff, seconded by Commissioner Smith, Jr., to approve the consent agenda (7a and 7c through 7g) excluding item 7b. The motion carried by the following vote:

Yea: 5 - Mayor Lyles Smith, Commissioner Marl, Commissioner McGriff, Commissioner O'Donnell, and Commissioner Smith, Jr.

7a. Resolution No. 21-27, Establishing Eligibility to Receive State Revenues

7b. Resolution No. 21-30, Supplemental Budget for the 2019-21 Biennium

Commissioner McGriff asked about the cost associated with cleaning the site of the Public Works Upper Yard/Lower Waterboard Park.

Motion made by Commissioner McGriff, seconded by Commissioner Smith, Jr., to approve the Resolution No. 21-30, a supplemental budget for the 2019-2021 biennium. The motion carried by the following vote:

Yea: 5 - Mayor Lyles Smith, Commissioner Marl, Commissioner McGriff, Commissioner O'Donnell, and Commissioner Smith, Jr.

7c. Public Improvement Contract with ICON Construction & Development, LLC for the 2021 Waterline Improvements Project (CI 20-013)

7d. Resolution No. 21-25, Revocable Permanent Obstruction in the Right-of-Way at 15941 Agnes Avenue

7e. Amendment No. 1 to a Personal Services Agreement with the Friends of Willamette Falls Media Center for a Community Media Center for Production and Channel Management

7f. Minutes of the January 29, 2021 - Day One City Commission Retreat

7g. Minutes of the January 30, 2021 - Day Two City Commission Retreat

8. PUBLIC HEARINGS

8a. Resolution No. 21-28, Declaring Oregon City's Election to Receive State Revenues

Mayor Lyles Smith opened the public hearing.

Tony Konkol, City Manager, discussed the staff report and the requirement to pass a resolution to receive state shared revenues. The City Commission discussed how this resolution interacts with the budget.

Mayor Lyles Smith closed the public hearing.

Motion made by Commissioner McGriff, seconded by Commissioner O'Donnell, to adopt Resolution No. 21-28, Declaring Oregon City's Election to Receive State Revenues. The motion carried by the following vote:

Yea: 5 - Mayor Lyles Smith, Commissioner Marl, Commissioner McGriff, Commissioner O'Donnell, and Commissioner Smith, Jr.

8b. Resolution No. 21-29, Adopting the Budget, Making Appropriations, Imposing Taxes and Categorizing Taxes for the 2021-2023 Biennium

Mayor Lyles Smith opened the public hearing.

Mr. Konkol presented the staff report. Mr. Konkol discussed that the staff recommends a change to the approved budget to include a permanent full-time building inspector rather than a limited-duration building inspector. This change is recommended due to new projects and retirements that were unforeseen.

Mayor Lyles Smith asked for public testimony on the item. David Goldberg, resident of Oregon City and Chair of the Library Board, supported the Library's requests in the budget. Karin Morey, resident of Oregon City, supported the Library requests in the budget.

Mayor Lyles Smith closed the public hearing.

Commissioner Smith would like to see the Commission add the Charter Park work, the restrooms at the Mountain View Cemetery, and the website update to the budget for 2021-2023. He also does not agree with the Urban Renewal expenditures.

There was discussion regarding Federal Emergency Management Agency (FEMA) money that is yet to be allocated to the City. Mr. Konkol noted that the money may arrive at some point in the future but the amount is not settled.

Commissioner O'Donnell was supportive of the Charter Park work, the restroom facility upgrade at the Mountain View Cemetery, and the website update with a limit up to \$100,000 and no more. Mayor Lyles Smith, Commissioner McGriff, and Commissioner Marl were also supportive of the Charter Park work, the restrooms at the Mountain View Cemetery, and the website update. There was discussion regarding the need to improve the website to make it easier to use and more initiative. There was further discussion on these items and the costs for the memorial for the Cayuse Five.

There was discussion that the costs for these items would come from a reduction in the General Fund contingency and not from funds received from FEMA. A supplemental budget would be adopted at the time that the FEMA funds arrive and are finalized.

Motion made by Commissioner McGriff, seconded by Commissioner Marl, to approve Resolution 21-29, amended to add \$20,000.00 for recognizing all parks as City Charter Parks, \$100,000.00 to improve the City's website, \$350,000.00 to improve the restrooms at the Mountain View Cemetery, and change the building inspector from a temporary to a permanent employee, and reduce the General Fund contingency by the appropriate amount. The motion carried by the following vote:

Yea: 3 - Mayor Lyles Smith, Commissioner Marl, and Commissioner McGriff

Nay: 1 - Commissioner Smith, Jr.

Abstaining: 1 - Commissioner O'Donnell

- 8c. AP 21-02 and AP-21-03: Adoption of Findings and Modified Conditions of Approval for Two Separate Appeals of the March 23, 2021 Historic Review Board Approval with Conditions of Planning Files GLUA-21-00001/ HR 21-00001 Through 21-00005 for Five Cottage Homes in the Canemah National Register District

Mayor Lyles Smith opened the public hearing and clarified that the record was closed at the prior meeting on May 19, 2021. Carrie Richter, Deputy City Attorney, asked if the Commissioners had any ex parte contact from the last public hearing on May 19, 2021. There were none.

Laura Terway, Community Development Director, introduced the item. Ms. Terway discussed that the current recommendation includes upholding the decision of the Historic Review Board (HRB) with modified conditions, including removal of the textured siding, adding basalt rock facing on the 5-foot retaining wall, removal of visible skylights on homes 2, 4, and 5, and a replacement of all windows on all five houses.

Mayor Lyles Smith closed the public hearing.

The commissioners briefly discussed the modified conditions of approval.

Motion made by Commissioner McGriff, seconded by Commissioner Smith, Jr., to approve planning files GLUA-21-00001/ HR 21-00001 Through 21-00005 for five cottage homes in the Canemah National Register District, with modified conditions of approval identified in the staff report. The motion carried by the following vote:

Yea: 5 - Mayor Lyles Smith, Commissioner Marl, Commissioner McGriff, Commissioner O'Donnell, and Commissioner Smith, Jr.

Commission took a break from 8:30 - 8:35 PM.

8d. First Reading of Ordinance No. 21-1009, Annexation Code Amendments Title 14, Chapter 14.04 and LEG-21-00001

Pete Walter, Senior Planner, discussed the changes the Planning Commission approved, including adding a statement regarding wireless communication infrastructure, considerations of housing and/or jobs in the approval criteria, landslides, significant adverse impacts to certain resources identified in the current comprehensive plan, and conditions for site grading and tree removal.

Mayor Lyles Smith opened the public hearing.

Roseann Johnson, resident of Portland, Oregon and with the Home Builders Association, provided public comment regarding concerns with the annexation code and "clear and objective" standards.

Mayor Lyles Smith closed the public hearing.

There was discussion regarding the proposed factors for annexation and the language of some of the amendments.

Ms. Richter identified that the changes might be challenged as "clear and objective" standards under ORS 197.307 and SB 1573 (2016). She also indicated she would add some language regarding this issue in the findings, which currently focus on Goal 10, to be adopted at the second reading.

Motion made by Commissioner McGriff, seconded by Commissioner O'Donnell, to approve the first reading of Ordinance No. 21-1009, Amending Oregon City Municipal Code (OCMC) Title 14, Annexations, Chapter 14.04 – City Boundary Changes and Extension of Services, with the addition of the findings to be drafted by the City Attorney and the transposition of the order of "housing" and "jobs" under the proposed OCMC 14.04.060.A.6(b). The motion carried by the following vote:

Yea: 5 - Mayor Lyles Smith, Commissioner Marl, Commissioner McGriff, Commissioner O'Donnell, and Commissioner Smith, Jr.

9. GENERAL BUSINESS

10. COMMUNICATIONS

City Manager

There was no City Manager report.

Commissioners

Commissioner McGriff would like the Commission to reiterate the Commission supports Resolution No. 20-19. Each commissioner affirmed their support for Resolution No. 20-19, including Commissioner Marl who was not a member of the City Commission when it was adopted.

Mayor

Mayor Lyles Smith provided an overview of the emails and comments she has received over the last two weeks.

11. ADJOURNMENT

Mayor Lyles Smith adjourned the meeting at 9:28 PM.

Respectfully submitted,

Kattie Riggs, City Recorder



CITY OF OREGON CITY

CITY COMMISSION WORK SESSION

DRAFT MINUTES

Virtual Meeting
Tuesday, June 08, 2021 at 6:45 PM

CONVENE WORK SESSION AND ROLL CALL

Mayor Rachel Lyles Smith called the meeting to order at 7:01 PM.

PRESENT: 5 - Mayor Rachel Lyles Smith, Commissioner Adam Marl, Commissioner Denyse McGriff, Commissioner Frank O'Donnell, and Commissioner Rocky Smith, Jr.

STAFFERS: 12 - City Manager Tony Konkol, Finance Director Matt Zook, Community Development Director Laura Terway, Public Works Director John Lewis, Assistant City Recorder Jakob Wiley, Planner Kelly Reid, Public Works Director John Lewis, Economic Development Manager James Graham, Library Director Greg Williams, Parks & Recreation Director Kendall Reid, Code Enforcement Manager Nancy Busch, and Aquatic & Recreation Manager Rochelle Anderholm-Parsch

FUTURE AGENDA ITEMS

1. List of Future Work Session Agenda Items

Tony Konkol, City Manager, briefly discussed some changes in the upcoming agenda items.

Commissioner McGriff expressed that the Follow-up on the Request for Recording Pre-Application Meetings for the August 10th meeting could be moved down in priority and that Abandoned and/or Semi-Abandoned Buildings was more of a priority item, due to the upcoming fire season. There was discussion regarding requesting Code Enforcement to look into specific unoccupied properties and contacting their owners.

DISCUSSION ITEMS

2. Oregon City Parks and Recreation Financial Support & Sustainability Strategy Policy

As part of Oregon City Parks and Recreation cost recovery work, the Department provided two reports. One is actionable, and the other is for information purposes only. The Oregon City Parks and Recreation Department has completed the 5 phased approach to cost recovery work. The department requested the Commission review and accept comments regarding the Oregon City Parks and Recreation Department's Financial Support & Sustainability Strategy Policy. The policy will serve as the departmental guiding policy to determine the amount of taxpayer support (subsidy) and cost recovery targets available for parks and recreation services. Additionally, the department provided, as examples, internal working procedures and tools that will be used as steps to meet the metrics listed in the adopted Financial Support and Sustainability Strategy Policy.

Kendall Reid, Parks and Recreation Director, introduced the item.

Rochelle Anderholm-Parsch, Aquatic and Recreation Manager, presented on the Draft Recovery Policy. Ms. Anderholm-Parsch reviewed the cost recovery timeline and the 5 phases. Phase 1 was staff

education and training as to the 'why' of cost recovery. Phase 2 was the development of service categories. This work required a department taskforce to name and define all services provided. After a list of all department services were compiled, the taskforce developed and defined service categories. Phase 3 included a cost-of-service analysis. Phase 4 was the beneficiary of service workshop that included engagement and input from the public, the Parks and Recreation Advisory Committee, and the City Commission. Phase 5 unveiled the Cost Recovery Tool and the results of cost of service. Ms. Anderholm-Parsch reviewed the success metrics, addressing gaps and internal working tools and procedures.

Mayor Lyles Smith commented she was unsure how the document would be used as a policy. Ms. Anderholm-Parsch expressed the department would use the information to make more solid decisions regarding fees, so those decisions were less arbitrary going forward.

Mr. Reid commented the department was looking for Commission sign-off and support for the policy.

Commissioner O'Donnell asked about survival swim lessons for children and infants and expressed support for subsidizing such a program. Ms. Anderholm-Parsch indicated the department does currently offer this service.

Commissioner Smith commented the fee waiver verbiage in the document was vague. Ms. Anderholm-Parsch indicated an applicant would be walked through the criteria of fee waiver. Also discussed was how building rentals work with other non-City entities, such as the End of the Oregon Trail events.

Commissioner McGriff asked how the public would be made aware of the fee changes. Mr. Reid indicated a communication plan would be developed with a gradual roll-out.

Mayor Lyles Smith expressed support for an extensive community engagement process, and she would like to see more detail on specific fees. Mr. Reid indicated there would also be a gradual roll-out of fee changes in conjunction with the communication plan.

Commissioner Marl asked about subsidizing fees at a higher rate for non-residents than City residents. Ms. Anderholm-Parsch indicated non-residents pay a higher fee because they are not contributing to the City general fund and the language would be revised to reflect that.

There was consensus to have the department come back to the Commission with examples of the fee schedule.

3. 2021 Oregon City Police Department Annual Report

Jim Band, Police Chief, presented an update on police activity in Oregon City. He reviewed statistics on patrol, dispatched calls, mental/behavioral health calls, narcotics activity, traffic crashes, detective division, traffic stops by ethnicity, transparency of policing, use-of-force and code enforcement. Chief Band also discussed the challenges of succession planning, hiring and qualified immunity for officers.

Commissioner McGriff asked about future changes and challenges. Chief Band briefly discussed homelessness, officer training and stops by ethnicity.

Commissioner O'Donnell complimented the Chief on the continued good work of the department.

Mayor Lyles Smith expressed concerns regarding the succession planning and officer wellness.

The City Commission took a break from 8:52 PM to 8:56 PM.

4. Transportation Demand Management (TDM) Plan Implementation Update: Parking Study (Including a Request to Continue Implementation of the TDM Plan by Reinstating Parking Meter Fees) and the Downtown Pedestrian and Bicycle Needs Inventory and Action Plan

The City adopted a Downtown Transportation Demand Management (TDM) Plan in 2018 (Resolution 18-04) to guide future transportation and parking decisions and investments downtown. The goal of the plan was to efficiently manage parking and transportation downtown, and to expand travel options, in order to address and prepare for future increases in downtown tourism and activity due to the Willamette Falls Legacy Project.

Laura Terway, Community Development Director, opened discussion of the item.

Kelly Reid, Planner, discussed the Bike\Pedestrian (Bike/Ped) Action Plan and community engagement for development of the plan. Ms. Reid asked if the Commission would consider the recommencement of parking meter charges. The City received complaints related to employees using street parking and taking up spaces for customers that are now returning to downtown as the COVID-19 pandemic subsides.

Rick Williams, from Rick Williams Consulting, discussed the scope of the TDM plan and the interaction of parking downtown and the bluff.

Commissioner O'Donnell commented on the need for additional parking and possibly a new look at building a downtown parking structure.

Mr. Williams provided detail on the data collection that would be upcoming and how the data could be used for future decision making.

Commissioner McGriff commented that the bluff parking is mainly located in the McLoughlin Neighborhood, and the neighborhood would not support being used as overflow parking for downtown.

Commissioner Smith expressed concern with the broader scope of parking issues, including the issues with parking in the future with planned developments downtown.

Mr. Williams indicated the parking survey would be merged with user information already collected by the elevator staff to provide a more complete picture on the parking situation.

Mayor Lyles Smith supports reinstating the parking meters and a comprehensive public outreach in advance of a restart date. She would like to see the trend data in advance of discussing a parking structure.

There was discussion regarding signage for City parking lots.

Mayor Lyles Smith suggested stronger online information for the public on where to park downtown.

Commissioner O'Donnell asked about capacity of the downtown City lots and Mr. Konkol provided some approximate space numbers.

Nancy Busch, Code Enforcement Manager, discussed the number of parking locations, enforcement, and traffic patterns downtown. Ms. Busch mentioned that many employees use the Municipal Elevator around 3:00 PM to move their cars from the McLoughlin Neighborhood to downtown parking areas.

There was consensus to reinstate the parking meter program and a 30-day outreach effort before the restart.

CITY MANAGER'S REPORT

There was no City Manager's report.

COMMISSION COMMITTEE REPORTS

Mayor Lyles Smith asked for any updates from City Commissioners regarding their participation on any committees. There were none.

- A. **Beavercreek Employment Area Blue Ribbon Committee** - Commissioner Frank O'Donnell
- C. **Citizen Involvement Committee Liaison** - Commissioner Denyse McGriff
- D. **Clackamas County Coordinating Committee (C4)** - Mayor Rachel Lyles Smith
- E. **Clackamas County I-205 Tolling Diversion Committee** - Appointed: Mayor Rachel Lyles Smith Alternate: Commissioner Frank O'Donnell
- F. **Clackamas Heritage Partners** - Commissioner Rocky Smith, Jr.
- G. **Clackamas Water Environment Services Policy Committee** -
Appointed: Commissioner Rocky Smith, Jr. Alternate: Commissioner Denyse McGriff
- H. **Downtown Oregon City Association Board** - Commissioner Denyse McGriff
- I. **Metro Policy Advisory Committee (MPAC)** - Appointed: Mayor Rachel Lyles Smith Alternate: Commissioner Denyse McGriff
- J. **OC 2040 Project Advisory Team** - Appointed: Commissioners Denyse McGriff and Rocky Smith, Jr.
- K. **Oregon Governor's Willamette Falls Locks Commission** - Vacant until State Appoints Mayor Rachel Lyles Smith
- L. **Oregon City Tourism Stakeholder's Group** - Appointed: Commissioners Denyse McGriff and Rocky Smith, Jr.
- M. **Oregon City/West Linn Pedestrian and Bicycle Bridge Concept Plan Project Advisory Committee** - Appointed: Commissioner Denyse McGriff
- N. **South Fork Water Board (SFWB)** - Mayor Rachel Lyles Smith, and Commissioners Frank O'Donnell and Rocky Smith, Jr.
- O. **Willamette Falls and Landings Heritage Area** - Commissioner Denyse McGriff

- P. Willamette Falls Legacy Project Liaisons** - *Mayor Rachel Lyles Smith and Commissioners Frank O'Donnell*

ADJOURNMENT

Mayor Lyles Smith adjourned the meeting at 9:45 PM.

Respectfully submitted,

Kattie Riggs, City Recorder



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 07/07/2021
From: Public Works Director John M. Lewis, PE

SUBJECT:

Resolution No. 21-35, Adopting a Methodology, Project List, Amounts for the City's Stormwater System Development Charges and Establishing Effective Dates and Repeals Resolution No. 04-47

STAFF RECOMMENDATION:

Approve Resolution No. 21-35 which will adopt a methodology, project list, amounts for the City's stormwater system development charges and establishing effective dates and repeals Resolution No. 04-47.

EXECUTIVE SUMMARY:

Adoption of Resolution No. 21-35 repeals Resolution No. 04-47, the existing Stormwater System Development Charge Resolution. Resolution No. 21-35 establishes the new stormwater SDC methodology, project list, amounts, and establishes effective dates. Updated stormwater SDC are needed to support the Stormwater Master Plan implementation (Ordinance 19-1014).

BACKGROUND:

Stormwater system development charges (SDCs) are in place, in part, to support the City's Capital Improvement Plan (CIP). With the July 2019 Stormwater Master Plan adopted, the City needs to update the stormwater SDCs to support the newly-developed plan. SDCs are paid by developers as new development (or redevelopment) occurs. These charges can be increased by the City Commission through a public hearing. Adjusting SDC rates sooner, rather than later, ensures that development contributes its share of the costs associated with more major infrastructure needed to serve growth to citywide buildout.

In March 2020, the City contracted with FCS Group to gather information from the Stormwater Master Plan, compile customer and growth information, determine the reimbursement and improvement fees, and calculate the new stormwater SDC fee to

support funding the improvements necessary to remedy system deficiencies and accommodate future growth.

In March 2021, the FCS Group and City Staff presented the proposed Stormwater SDC fee to the City Commission. The SDC fee included the reimbursement fee and improvement fee based upon the growth rate of equivalent service units. A few capital projects from the CIP list were determined to be growth-related, resulting in a slight increase of the Stormwater SDC from the current \$956/equivalent residential unit (ERU) to \$1,070/ERU.

Modification of the Stormwater SDC has followed procedural requirements of ORS 223.304 including:

- Issuance of Public Notice, a minimum of 90 days prior to Public Hearing, which was issued April 8, 2021.
- Posting of SDC Methodology Report a minimum of 60 days prior to Public Hearing, which was posted on the City's website on May 7, 2021.

In addition, information regarding the modification to the stormwater SDC was presented and discussed at the Oregon City Development Stakeholder Group on March 11, 2021.

The FCS Group Stormwater SDC Methodology Modification Report, dated May 2021, describes the methodology used to develop the modified stormwater SDCs.

Public Comments Received

No public comments have been received.

OPTIONS:

1. Approve Resolution No. 21-35.
2. Direct staff to make modifications to Resolution No. 21-35 and continue public hearing to a date certain of July 21, 2021, or later.
3. Deny Resolution No. 21-35. If the Commission chooses to deny the Resolution, staff requests direction on how to proceed.

RESOLUTION NO. 21-35

A RESOLUTION REPEALING RESOLUTION NO. 04-47 AND ADOPTING A METHODOLOGY, PROJECT LIST, AND AMOUNTS FOR THE CITY'S STORMWATER SYSTEM DEVELOPMENT CHARGES AND ESTABLISHING EFFECTIVE DATES

WHEREAS, Oregon Revised Statutes (ORS) Chapter 223, authorizes Oregon City to charge System Development Charges (SDCs) for cost of existing and planned facility improvements that provide capacity to serve future growth; and

WHEREAS, ORS 223.304 established requirements for determination of the amounts of SDCs; and

WHEREAS, Oregon City Municipal Code (OCMC) 13.20 System Development Charge for Capital Improvements, implements the statutory authority to impose SDCs on new development, and specifically authorizes the City Commission to adopt and modify the amount of the charges and the methodology upon which such charges are based; and

WHEREAS, the City's Stormwater System Development Charge was last amended in 2004 through Resolution No. 04-47; and

WHEREAS, the City Commission adopted the Stormwater Master Plan through the execution of Ordinance No. 19-1014 which became effective April 17, 2020 that resulted in an updated list of capital improvements to be funded with stormwater SDCs; and

WHEREAS, the City is modifying the stormwater SDC methodology and calculated new stormwater SDC amount in accordance with ORS 223.297 through 223.314 and OCMC 13.20 to support the updated list of capital improvements; and

WHEREAS, the modified Stormwater SDC Methodology and calculated amount are documented in the attached May 2021 Report, prepared by FCS Group, identified as Exhibit 1; and

WHEREAS, the City has met the procedural requirements of ORS 223.304 to adopt this resolution.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. Repeal of Previous Resolution. Oregon City Resolution No 04-47, enacted on December 15, 2004, that previously established stormwater SDC methodology and amounts, is hereby repealed.

Section 2. Methodology.

- A. The May 2021 FCS Group Stormwater System Development Charge Methodology Report (Report) is adopted and incorporated herein by reference as though set forth in its entirety (Exhibit 1).

- B. The methodology for establishing revised reimbursement and/or improvement SDCs for funding the Oregon City stormwater system capital improvements, as presented in the Report, is hereby adopted by this resolution to determine the stormwater SDC.

Section 3. Amount of Stormwater System Development Charge.

- A. The calculations for determining the amounts of the stormwater SDC are set forth in the Report.
- B. Based on the calculations in the Report, the following schedule for stormwater SDCs is adopted:

Total Stormwater SDC	
Reimbursement Fee	\$533
Improvement Fee	\$536
TOTAL SDC	\$1,070

Section 4. Implementation of Stormwater System Development Charge and Effective Dates

- A. This resolution shall take effect immediately upon its adoption by the City Commission.
- B. This schedule shall be effective January 1, 2022.

Section 5. Annual Adjustment

Effective January 1, 2023, and annually thereafter, the system development charges included herein shall be adjusted based on the change in the Seattle Engineering News Record (ENR) Construction Cost Index (CCI).

Approved and adopted at a regular meeting of the City Commission held on the 7th day of July 2021.

RACHEL LYLES SMITH
Mayor

Attested to this 7th day of July 2021:

Approved as to legal sufficiency:

Kattie Riggs, City Recorder

City Attorney

City of Oregon City

STORMWATER SYSTEM DEVELOPMENT CHARGE UPDATE FINAL REPORT May 2021

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FCS GROUP
Solutions-Oriented Consulting

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Section I. INTRODUCTION

I.A. SYSTEM DEVELOPMENT CHARGES

Oregon Revised Statutes (ORS) 223.297 to 223.314 authorize local governments to establish system development charges (SDCs), one-time fees on new development paid at the time of development. SDCs are intended to recover a fair share of the cost of existing and planned facilities that provide capacity to serve future growth.

ORS 223.299 defines two types of SDCs:

- A reimbursement fee designed to recover “costs associated with capital improvements already constructed, or under construction when the fee is established, for which the local government determines that capacity exists”; and
- An improvement fee designed to recover “costs associated with capital improvements to be constructed.”

ORS 223.304(1) states, in part, that a reimbursement fee must be based on “the value of unused capacity available to future system users or the cost of existing facilities” and must account for prior contributions by existing users and any gifted or grant-funded facilities. The calculation must “promote the objective of future system users contributing no more than an equitable share to the cost of existing facilities.” A reimbursement fee may be spent on any capital improvement related to the system for which it is being charged (whether cash-financed or debt-financed) and on the costs of compliance with Oregon’s SDC law.

ORS 223.304(2) states, in part, that an improvement fee must be calculated to include only the cost of projected capital improvements needed to increase system capacity for future users. In other words, the cost of planned projects that correct existing deficiencies or do not otherwise increase capacity for future users may not be included in the improvement fee calculation. An improvement fee may be spent only on capital improvements (or portions thereof) that increase the capacity of the system for which it is being charged (whether cash-financed or debt-financed) and on the costs of compliance with Oregon’s SDC law.

I.B. UPDATING THE SDC

The City contracted with FCS GROUP to provide a utility financial plan for the stormwater utility. This financial plan included a revenue requirement analysis and SDC update. This report discusses only the SDC findings. A subsequent report will discuss the revenue requirement aspect of the study.

I.C. CALCULATION OVERVIEW

In general, SDCs are calculated by adding a reimbursement fee component and an improvement fee component—both with potential adjustments. Each component is calculated by dividing the eligible cost by growth in units of demand. The unit of demand becomes the basis of the charge. **Table 1** shows this calculation in equation format.

Table 1. SDC Equation

Eligible costs of available capacity in existing facilities	+	Eligible costs of capacity-increasing capital improvements	=	SDC per unit of growth in demand
Units of growth in demand		Units of growth in demand		

I.C.1. Reimbursement Fee

The reimbursement fee is the cost of available capacity per unit of growth that such available capacity will serve. In order for a reimbursement fee to be calculated, unused capacity must be available to serve future growth. For facility types that do not have available capacity, no reimbursement fee may be calculated.

I.C.2. Improvement Fee

The improvement fee is the cost of planned capacity-increasing capital projects per unit of growth that those projects will serve. In reality, the capacity added by many projects serves a dual purpose of both meeting existing demand and serving future growth. To compute a compliant improvement fee, growth-related costs must be isolated, and costs related to current demand must be excluded.

We have used the capacity approach to allocate costs to the improvement fee basis. Under this approach, the cost of a given project is allocated to growth by the portion of total project capacity that represents capacity for future users. That portion, referred to as the improvement fee eligibility percentage, is multiplied by the total project cost for inclusion in the improvement fee cost basis.

I.C.3. Adjustments

Two cost-basis adjustments are applied to the SDC calculation: fund balance and compliance costs.

I.C.3.a Fund Balance

All accumulated SDC revenue currently available in fund balance is also deducted from its corresponding cost basis. This practice prevents a jurisdiction from double-charging for projects that were in the previous methodology's improvement fee cost basis but have not yet been constructed.

I.C.3.b Compliance Costs

ORS 223.307(5) authorizes the expenditure of SDCs for “the costs of complying with the provisions of ORS 223.297 to 223.314, including the costs of developing system development charge methodologies and providing an annual accounting of system development charge expenditures.” This compliance charge is included in the reimbursement portion of the City’s SDC.

I.C.4. Growth Calculation

The growth calculation is the basis by which an SDC is charged. Growth for each system is measured in units that most directly reflect the source of demand. The City currently bases SDCs on an equivalent residential unit (ERU) basis calculated by multiplying the property's area range number (ARN), in increments of 5,000 gross square feet of parcel size, by the property's development intensity factor (DIF) as shown in **Table 2**. Under this approach, each residential account is considered one ERU while ERUs for all non-residential accounts are determined by applying the formula described above ($ERU = ARN \times DIF$).

Table 2. Development Intensity Factors

Code	Land Use or Zoning	Development Intensity Factor
R1O	10,000 sq. ft./Dwelling Unit	0.25
R8	8,000 sq. ft./Dwelling Unit	0.50
R6	6,000 sq. ft./Dwelling Unit	0.50
RD-4MDP	Manufactured Dwelling Unit	0.60
R3.5	3,500 sq. ft./Dwelling Unit	0.60
R-2	Multi-Family	0.65
LO	Limited Office	0.80
NC	Neighborhood Commercial	0.80
HC	Historical Commercial	0.70
C	General Commercial	0.90
GI	General Industrial	0.75
CI	Campus Industrial	0.80
MUC1	Mixed Use Corridor 1	0.80
MUC2	Mixed Use Corridor 2	0.90
MUD	Mixed Use Downtown	0.90
MUE	Mixed Use Employment	0.80
I	Institutional District	Actual Impervious

Section II. STORMWATER SDC

This section provides detailed calculations of the recommended SDC for stormwater facilities.

II.A. GROWTH

For stormwater SDCs, projected growth is typically measured in impervious surface area. The Oregon City Baseline Housing Needs Analysis addresses the period from 2019 to 2039. Growth in impervious surface area for the study period is based on the assumed development detailed in that plan. **Table 3** shows projected customer growth in the City.

Table 3. Stormwater Customer Growth

Capacity	Total System
Existing ERUs	24,085
Future Capacity ERUs	2,406
Total ERUs	26,491

II.B. ELIGIBLE COSTS

Below are the calculated eligible cost bases for the SDC including any applicable adjustments.

II.B.1. Reimbursement Fee Cost Basis

The reimbursement fee cost basis is based on the City's current utility plant in service, net of asset useful life already used. **Table 4** shows the cost basis for the reimbursement portion of the SDC.

Table 4. Stormwater Reimbursement Fee Cost Basis

Reimbursement Fee Cost Basis	
Plant in service	\$ 9,780,208
plus: CWIP (construction work in progress)	20,646
less: CIAC (contribution in aid of construction)	(5,414,274)
Net Reimbursement Fee w. General	4,386,579
Less useful life used	(3,103,216)
Allocable Reimbursement Fee	\$ 1,283,363
 Allocable Customer Base (ERUs)	 2,406
Reimbursement Fee	\$533

II.B.2. Improvement Fee Cost Basis

The improvement fee cost basis is based on a specific list of planned capacity-increasing capital improvements. The portion of each project that can be included in the improvement fee cost basis is determined by the extent to which each new project creates capacity for future users. The project list

is drawn from the 2019 Stormwater Master Plan, performed by Brown and Caldwell. **Table 5** shows how a total project cost of \$22,636,000 is reduced to an eligible cost of \$1,375,000. The total eligible portion of project cost by source is a weighted average and varies by project.

Table 5. Stormwater Improvement Fee Cost Basis

Improvement Fee Cost Basis	
Total Formally Adopted Capital Improvement Program	\$ 22,635,764
less: Existing Deficiency Share of Adopted Projects	(21,260,384)
Total Allocable Cost	1,375,380
less: SDC improvement Fund Balance	(85,138)
Net Improvement Fee	\$ 1,290,242
Allocable Customer Base (ERUs)	2,406
Improvement Fee	\$536

The improvement fee cost basis must be reduced by any improvement fee fund balance (for the same facility type) currently held by the City. The City has a balance of \$85,000 in stormwater improvement fees.

II.C. CALCULATED SDC

For residential and commercial development, the current SDC is \$956 per ERU. The new SDC calculation was primarily prepared using 2020 data, however, the City increased the SDC per ERU from \$902 to \$956 in January 2021.

Dividing the sum of the net improvement fee cost basis by the projected growth results in the total calculated SDC of \$1,070, as shown in **Table 6**.

Table 6. Stormwater SDC

Total Stormwater SDC	
Reimbursement Fee	\$533
Improvement Fee	\$536
Total SDC	\$1,070

Section III. CONCLUSION

III.A. RECOMMENDED SDCS

Table 7 summarizes the recommended SDCs per ERU and compares the new calculation to the existing SDC. This calculated SDC represents the maximum possible charge the City could implement.

Table 7. SDC Summary and Comparison

Stormwater SDC	
Calculated Max SDC per ERU	\$1,070
Current SDC per ERU	\$956
Increase	\$114

III.A.1. Exemptions and Waivers

The City may exempt or waive specific classifications of development from the requirement to pay SDCs. However, to do so it must have a cost or demand-based justification. The City may not arbitrarily exempt customers or customer types from SDCs.

III.B. INDEXING

Oregon law (ORS 223.304) also allows for the periodic indexing of SDCs for inflation, as long as the index used is:

- (A) A relevant measurement of the average change in prices or costs over an identified time period for materials, labor, real property or a combination of the three;
- (B) Published by a recognized organization or agency that produces the index or data source for reasons that are independent of the system development charge methodology; and
- (C) Incorporated as part of the established methodology or identified and adopted in a separate ordinance, resolution or order.

We recommend that the City index its maximum charges to the *Engineering News Record* Construction Cost Index 20 city average.

APPENDIX A – REIMBURSEMENT ELIGIBLE ASSET SCHEDULE

Asset Description	Original Cost	Original Cost less Contributions	CIAC	Useful Life Remaining
Vehicle	\$ 884,660	\$ -	\$ 884,660	\$ -
Bldg./Equip	104,249	91,657	12,592	525
Improvement	8,791,298	4,274,276	4,517,023	1,262,191
Total	\$ 9,780,208	\$ 4,365,933	\$ 5,414,274	\$ 1,262,717

APPENDIX B – STORMWATER CAPITAL PROJECT LIST

Project ID	Project Description	% Rate Funded	% Reimb & Improv SDC Funded	Unescalated Total	2020	2021	2022	2023	2024
Improvements	John Adams Basin Capacity Improvements	98%	2%	8,555,000	\$ -	\$ -	\$ -	\$ 1,366,500	\$ 1,366,500
Improvements	South End Road Stormwater Improvements	94%	6%	3,209,000	-	-	-	-	-
Improvements	Division Street Infrastructure Improvements	100%	0%	770,000	-	-	-	-	-
Improvements	Rivercrest Neighborhood Infrastructure Improvements	100%	0%	2,428,000	-	1,214,000	1,214,000	-	-
Improvements	Harding Boulevard Sanitary Disconnect	100%	0%	-	-	-	-	-	-
Improvements	Pebble Beach Pond Retrofit	99%	1%	713,000	-	-	-	-	-
Improvements	Hiefield Court Culvert Improvements	95%	5%	657,000	-	-	-	-	-
Improvements	The Cove Water Quality Improvements	100%	0%	608,000	-	-	-	-	-
Improvements	Holcomb Boulevard Capacity Improvements	77%	23%	3,893,000	-	-	-	-	-
Improvements	Coffee Creek Stream Restoration	97%	3%	1,096,000	-	-	-	-	-
Improvements	Scattering Canyon Stormwater Improvement	97%	3%	521,000	-	521,000	-	-	-
Improvements	Newell Canyon Outfall Assessment	100%	0%	100,000	-	100,000	-	-	-
13	Manhole (Rehab)	100%	0%	1,900,000	-	100,000	100,000	100,000	100,000
14	Pipe Replacement	100%	0%	11,207,806	-	-	219,761	439,522	659,283
15	LID Facilities Maintenance	100%	0%	313,500	-	1,650	3,300	4,950	6,600
16	Culverts	100%	0%	855,000	-	45,000	45,000	45,000	45,000
17	WQ/Detention Pond Rehabilitation	100%	0%	475,000	-	25,000	25,000	25,000	25,000
18	Outfall Rehabilitation	100%	0%	600,000	-	200,000	200,000	200,000	-
19	Outfall Rehabilitation	100%	0%	1,140,000	-	60,000	60,000	60,000	60,000
20	Short Term Budget Repair	100%	0%	950,000	-	50,000	50,000	50,000	50,000
21	Fleet	100%	0%	180,000	-	180,000	-	-	-
22	Decant/Dewatering Facilities	100%	0%	1,500,000	-	-	-	750,000	750,000
23	Facilities	100%	0%	180,000	-	60,000	60,000	60,000	-
24	Tree Maintenance & TMDL Plantings	100%	0%	475,000	-	25,000	25,000	25,000	25,000

Project ID	Project Description	% Rate Funded	% Reimb & Improv SDC Funded	Unescalated Total	2025	2026	2027	2028	2029
Improvements	John Adams Basin Capacity Improvements	98%	2%	8,555,000	\$ 1,780,000	\$ 1,349,500	\$ 1,349,500	\$ 1,343,000	\$ -
Improvements	South End Road Stormwater Improvements	94%	6%	3,209,000	-	-	-	-	-
Improvements	Division Street Infrastructure Improvements	100%	0%	770,000	-	-	-	-	-
Improvements	Rivercrest Neighborhood Infrastructure Improvements	100%	0%	2,428,000	-	-	-	-	-
Improvements	Harding Boulevard Sanitary Disconnect	100%	0%	-	-	-	-	-	-
Improvements	Pebble Beach Pond Retrofit	99%	1%	713,000	-	-	-	-	-
Improvements	Hiefield Court Culvert Improvements	95%	5%	657,000	-	-	-	-	-
Improvements	The Cove Water Quality Improvements	100%	0%	608,000	-	-	-	-	608,000
Improvements	Holcomb Boulevard Capacity Improvements	77%	23%	3,893,000	-	-	-	-	-
Improvements	Coffee Creek Stream Restoration	97%	3%	1,096,000	-	-	-	-	-
Improvements	Scattering Canyon Stormwater Improvement	97%	3%	521,000	-	-	-	-	-
Improvements	Newell Canyon Outfall Assessment	100%	0%	100,000	-	-	-	-	-
13	Manhole (Rehab)	100%	0%	1,900,000	100,000	100,000	100,000	100,000	100,000
14	Pipe Replacement	100%	0%	11,207,806	659,283	659,283	659,283	659,283	659,283
15	LID Facilities Maintenance	100%	0%	313,500	8,250	9,900	11,550	13,200	14,850
16	Culverts	100%	0%	855,000	45,000	45,000	45,000	45,000	45,000
17	WQ/Detention Pond Rehabilitation	100%	0%	475,000	25,000	25,000	25,000	25,000	25,000
18	Outfall Rehabilitation	100%	0%	600,000	-	-	-	-	-
19	Outfall Rehabilitation	100%	0%	1,140,000	60,000	60,000	60,000	60,000	60,000
20	Short Term Budget Repair	100%	0%	950,000	50,000	50,000	50,000	50,000	50,000
21	Fleet	100%	0%	180,000	-	-	-	-	-
22	Decant/Dewatering Facilities	100%	0%	1,500,000	-	-	-	-	-
23	Facilities	100%	0%	180,000	-	-	-	-	-
24	Tree Maintenance & TMDL Plantings	100%	0%	475,000	25,000	25,000	25,000	25,000	25,000

Project ID	Project Description	% Rate Funded	% Reimb & Improv SDC Funded	Unescalated Total	2030	2031	2032	2033	2034
Improvements	John Adams Basin Capacity Improvements	98%	2%	8,555,000	\$ -	\$ -	\$ -	\$ -	\$ -
Improvements	South End Road Stormwater Improvements	94%	6%	3,209,000	1,604,500	-	-	1,604,500	-
Improvements	Division Street Infrastructure Improvements	100%	0%	770,000	-	-	-	-	-
Improvements	Rivercrest Neighborhood Infrastructure Improvements	100%	0%	2,428,000	-	-	-	-	-
Improvements	Harding Boulevard Sanitary Disconnect	100%	0%	-	-	-	-	-	-
Improvements	Pebble Beach Pond Retrofit	99%	1%	713,000	-	-	713,000	-	-
Improvements	Hiefield Court Culvert Improvements	95%	5%	657,000	-	-	-	-	-
Improvements	The Cove Water Quality Improvements	100%	0%	608,000	-	-	-	-	-
Improvements	Holcomb Boulevard Capacity Improvements	77%	23%	3,893,000	-	-	-	1,946,500	1,946,500
Improvements	Coffee Creek Stream Restoration	97%	3%	1,096,000	-	-	-	-	-
Improvements	Scattering Canyon Stormwater Improvement	97%	3%	521,000	-	-	-	-	-
Improvements	Newell Canyon Outfall Assessment	100%	0%	100,000	-	-	-	-	-
13	Manhole (Rehab)	100%	0%	1,900,000	100,000	100,000	100,000	100,000	100,000
14	Pipe Replacement	100%	0%	11,207,806	659,283	659,283	659,283	659,283	659,283
15	LID Facilities Maintenance	100%	0%	313,500	16,500	18,150	19,800	21,450	23,100
16	Culverts	100%	0%	855,000	45,000	45,000	45,000	45,000	45,000
17	WQ/Detention Pond Rehabilitation	100%	0%	475,000	25,000	25,000	25,000	25,000	25,000
18	Outfall Rehabilitation	100%	0%	600,000	-	-	-	-	-
19	Outfall Rehabilitation	100%	0%	1,140,000	60,000	60,000	60,000	60,000	60,000
20	Short Term Budget Repair	100%	0%	950,000	50,000	50,000	50,000	50,000	50,000
21	Fleet	100%	0%	180,000	-	-	-	-	-
22	Decant/Dewatering Facilities	100%	0%	1,500,000	-	-	-	-	-
23	Facilities	100%	0%	180,000	-	-	-	-	-
24	Tree Maintenance & TMDL Plantings	100%	0%	475,000	25,000	25,000	25,000	25,000	25,000

Project ID	Project Description	% Rate Funded	% Reimb & Improv SDC Funded	Unescalated Total	2035	2036	2037	2038	2039
Improvements	John Adams Basin Capacity Improvements	98%	2%	8,555,000	\$ -	\$ -	\$ -	\$ -	\$ -
Improvements	South End Road Stormwater Improvements	94%	6%	3,209,000	-	-	-	-	-
Improvements	Division Street Infrastructure Improvements	100%	0%	770,000	-	-	770,000	-	-
Improvements	Rivercrest Neighborhood Infrastructure Improvements	100%	0%	2,428,000	-	-	-	-	-
Improvements	Harding Boulevard Sanitary Disconnect	100%	0%	-	-	-	-	-	-
Improvements	Pebble Beach Pond Retrofit	99%	1%	713,000	-	-	-	-	-
Improvements	Hiefield Court Culvert Improvements	95%	5%	657,000	-	657,000	-	-	-
Improvements	The Cove Water Quality Improvements	100%	0%	608,000	-	-	-	-	-
Improvements	Holcomb Boulevard Capacity Improvements	77%	23%	3,893,000	-	-	-	-	-
Improvements	Coffee Creek Stream Restoration	97%	3%	1,096,000	1,096,000	-	-	-	-
Improvements	Scattering Canyon Stormwater Improvement	97%	3%	521,000	-	-	-	-	-
Improvements	Newell Canyon Outfall Assessment	100%	0%	100,000	-	-	-	-	-
13	Manhole (Rehab)	100%	0%	1,900,000	100,000	100,000	100,000	100,000	100,000
14	Pipe Replacement	100%	0%	11,207,806	659,283	659,283	659,283	659,283	659,283
15	LID Facilities Maintenance	100%	0%	313,500	24,750	26,400	28,050	29,700	31,350
16	Culverts	100%	0%	855,000	45,000	45,000	45,000	45,000	45,000
17	WQ/Detention Pond Rehabilitation	100%	0%	475,000	25,000	25,000	25,000	25,000	25,000
18	Outfall Rehabilitation	100%	0%	600,000	-	-	-	-	-
19	Outfall Rehabilitation	100%	0%	1,140,000	60,000	60,000	60,000	60,000	60,000
20	Short Term Budget Repair	100%	0%	950,000	50,000	50,000	50,000	50,000	50,000
21	Fleet	100%	0%	180,000	-	-	-	-	-
22	Decant/Dewatering Facilities	100%	0%	1,500,000	-	-	-	-	-
23	Facilities	100%	0%	180,000	-	-	-	-	-
24	Tree Maintenance & TMDL Plantings	100%	0%	475,000	25,000	25,000	25,000	25,000	25,000



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Public Works Director John M. Lewis, PE

Agenda Date: 07/07/2021

SUBJECT:

Resolution No. 21-18, Establishing a Minimum Equivalent Residential Unit Monthly Rate to be Charged for Stormwater Service Provided to Customers Served by Oregon City's Stormwater System

STAFF RECOMMENDATION:

Adopt Resolution No. 21-18, increasing stormwater rates in accordance with the FCS Stormwater Utility Rate Study (Draft Report - March 2021).

EXECUTIVE SUMMARY:

A continuation of the discussion from the May 2021 City Commission Meeting. The City Commission has requested City staff to investigate additional rate scenarios that consider reducing the capital projects list and extending the short-term rate increases from three years to five years.

Stormwater rates are in place, in part, to support the City's Capital Improvement Plan (CIP) and maintenance needs. Three levels of services funded by cash or debt issuances were presented in the March 2021 Commission Meeting. The Commission unanimously, and guardedly, favored pursuing Level of Service 2 (LOS 2) cash funded option.

The stormwater rate and SDC study is in alignment with Goal 5 from the City's 2019-2021 Goals, Priorities and Milestones. This goal addresses maintaining fiscal health and long-term stability and tasks the City with completing a rate study and SDC analysis and adopting appropriate charges to implement projects identified in the Stormwater Master Plan.

BACKGROUND:

The citywide Stormwater Master Plan guides stormwater-related priorities and capital improvement projects (CIPs) over the next 15-20 years. The City is currently managing more than 174 miles of stormwater infrastructure, including significant areas of aging

systems. The Master Plan was developed to address immediate capacity needs, replace aging infrastructure, and provide regional solutions to larger flooding and water quality challenges. The updated CIP list and selected programmatic approaches included in this plan will facilitate prioritization of the City's resources and support future resource and financial planning.

The City contracted with FCS Group in March 2020 to gather information from the Stormwater Master Plan, analyze customer revenue and expense data, and run rate analyses to support funding the improvements necessary to remedy system deficiencies and accommodate future growth. FCS Group has incorporated the findings included in the plan, reviewed current and expected operations costs, and incorporated base assumptions for financial targets.

At the March 11, 2021, City Commission Work Session, FCS Group presented three rate scenarios: baseline, moderate capital, and full capital. The scenarios are determined by the amount of annual revenue necessary to fund all financial obligations, is associated with differing rate increases, and is evaluated with and without the use of debt.

1. **Baseline Level of Service (LOS)** includes only critical maintenance needs and critical master plan projects at an average of \$1.7 million per year.
2. **Moderate Capital LOS** includes the baseline of critical maintenance needs with some deferred maintenance and funds all master plan projects at an average of \$2.4 million per year.
3. **Full capital LOS** is all-inclusive of funding all master plan projects and all known deferred maintenance needs at an average of \$3.2 million per year.

The Commission recommended staff to move forward with Moderate Capital LOS (LOS 2) cash funded.

At the April 7, 2021, City Commission Meeting, the Commission requested City Staff and the consultant to investigate the American Rescue Plan Act of 2021 (ARPA) package. The guidance on ARPA is still rolling out but remains undefined. However, staff has made some assumptions that the City will receive \$7 to \$7.4 million ARPA dollars. We have assumed \$1.4 to \$1.8 million ARPA would be allocated for reimbursement of lost revenues, which leaves approximately \$5.6 million that the City could decide to allocate toward utility infrastructure. In response to the City Commission's April direction, the rate scenario applies the remaining ARPA funds to the proposed LOS 2 stormwater rate charges so the City Commission can see a comparison of the two options.

The Commission also requested City Staff to provide more detail on impacts to non-residential customers. In response to this request, City Staff and the consultant have evaluated non-single-family residential accounts. City Staff discussed the equivalent residential unit (ERU) calculations for non-residential customers and shared impacts of the proposed LOS 2 rate increase scenario with varying lot sizes and land uses.

At the June 16, 2021, City Commission Meeting, the Commission advised City Staff to eliminate the stormwater rate charge scenario with the ARPA funding. The Commission requested City Staff and the consultant to produce additional rate scenarios with the interest of lowering the proposed LOS 2 rate charges.

City Staff and the consultant have worked together to generate two new scenarios with the LOS 2 cash funded as the basis. One scenario extends the LOS 2 short-term rate increase to five years from the initial proposal of three years. The second scenario extends the LOS 2 short-term rate increase to five years and reduces the capital program by 20%. A comparison of the original LOS 2 proposal and the two new scenarios is attached.

Assignment of ERU's to classes of service shall be as follows:

- Residential Dwelling = 1 ERU
- Non-Residential = 1 ERU per storm unit

The Commission also requested that staff look at an option to implement residential rate increases now and postpone non-residential rate increases. Our current utility billing program is not programmed to implement two separate stormwater rates simultaneously, based on type of use. In order to implement this, Finance would need to identify a process to modify the stormwater billing component of the program. Additionally, as mentioned at the meeting, implementing different rates for residential and non-residential does not provide an equitable rate structure for customers.

OPTIONS:

1. Approve Resolution No. 21-18 with 15.5% annual rate increase in first 3 Years, and no more than 3% annual increase thereafter (LOS 2: 3 Year).
2. Approve Resolution No. 21-18 with 9.75% annual rate increase in first 5 Years, and no more than 3% annual increase thereafter (LOS 2: 5 Year).
3. Approve Resolution No. 21-18 with 8% annual rate increase in first 5 Years, and no more than 3% annual increase thereafter (LOS 2: 5 Year & 80% Capital).
4. Deny Resolution No. 21-18. If the Commission chooses to deny the Resolution, staff requests direction on how to proceed.

BUDGET IMPACT:

Amount:

FY(s): Not Applicable

Funding Source(s): Stormwater Fund

City of Oregon City

STORMWATER UTILITY RATE STUDY

DRAFT REPORT
March 2021

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FCS GROUP
Solutions-Oriented Consult

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Section I. INTRODUCTION

Utility Background

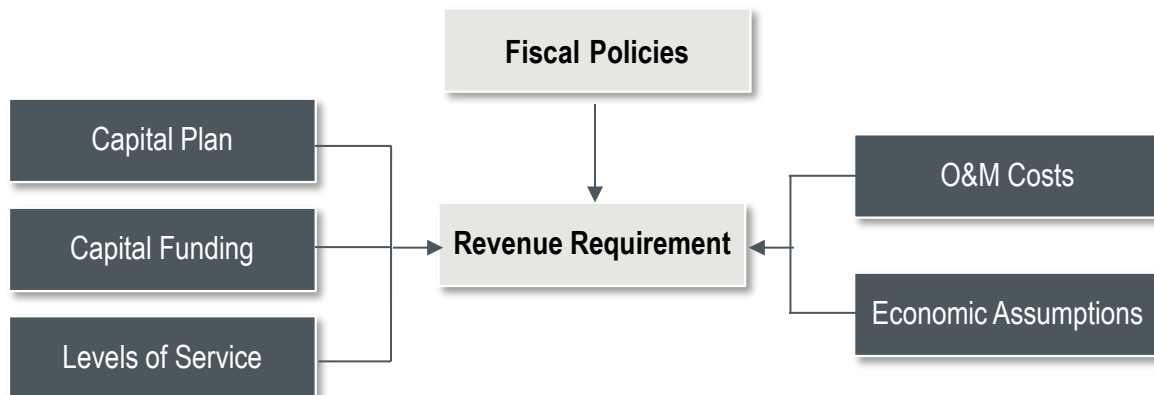
The City of Oregon City (City) stormwater utility prevents damage to people and property and maintains and enhances the City's natural environment. Stormwater utility services include surface water development review and inspections, maintaining public stormwater systems, inspecting privately maintained stormwater systems, monitoring natural waterways, permit compliance, and providing stormwater education and outreach.

The City bills monthly fees to property owners within the City limits to provide resources needed to plan, manage, design, construct, maintain, revise, and upgrade the storm drainage and surface water runoff systems within the corporate limits of the City. The City contracted with FCS GROUP to perform a stormwater utility rate study, the main purpose of which is to ensure that the City has the resources to continue to provide these valuable services into the future.

Rate Study

The main purpose of this rate study is to develop a funding plan ("revenue requirement") for the City's stormwater utility. The revenue requirement identifies the total revenue needed to fully fund the utility on a standalone basis considering operating and maintenance expenditures, fiscal policy achievement, and the capital project needs of the utility.

Exhibit 1: Revenue Requirement Overview



Issue Papers

In support of the rate study, three issue papers were developed and have been included in **Appendix C** of this report: *Issue Paper #1: Fiscal Policies*, *Issue Paper #2: Rate Structures*, and *Issue Paper #3: Rate Credits*.

Section II. FISCAL POLICIES

The basic framework for evaluating utility revenue needs includes sound fiscal policies. Several policy topics are important to consider as part of managing the finances of the stormwater utility, including: Cash Reserves, Capital Funding, and Rate Funded System Reinvestment. These policies were initially documented and reviewed with City staff in *Issue Paper #1*.

When evaluating fund reserve levels and objectives, it is important to recognize that the value of reserves lies in their potential use. A reserve strategy that deliberately avoids any use of reserves negates their purpose. The fluctuation of reserve levels may indicate that the system is working, while lack of variation over many years strongly suggests that the reserves are, in fact, unnecessary.

Operating Reserves

An operating reserve is designed to provide a liquidity cushion; it protects the utility from the risk of short-term variation in the timing of revenue collection or payment of expenses. The most common operating reserve minimum balance target for stormwater utilities with monthly or bi-monthly billing is between 30 days to 45 days of operating expenses.

Recommended Policy: Achieve a year-end minimum balance target of **45 days** of total annual operating expenditures. This equates to a target of **\$350,000** in 2020 based on 2020 budgeted expenditures totaling \$2.85 million.

Capital Reserve

This reserve provides a source of emergency funding for unexpected asset failures or other unanticipated capital needs. This capital reserve policy is not intended to guard against catastrophic system failure or extreme acts of nature. Minimum balances for capital reserves are often based on a percentage (commonly 1% to 2%) of the original cost of utility fixed assets or an amount determined sufficient to fund an emergency capital project or equipment failure.

Recommended Policy: Achieve a year-end minimum balance target of **1%** of the original cost of all plant-in-service. This equates to a target of **\$100,000** in 2020 based on a total original cost basis of \$9.80 million.

Debt Related Policies

The City does not currently have any outstanding stormwater utility debt. Based on discussions with City staff, it is the City's preference that the stormwater utility continues to primarily cash-fund capital projects during the study period.

Debt Reserve

A debt reserve is most often required as a condition of bond issuance, though some loan programs also require a reserve. The reserve intends to protect bondholders (or the agency issuing loans) from the risk of the borrower defaulting on their payments and is most often linked to either average annual debt service or maximum annual debt service.

Recommended Policy: The policy should be dictated by terms outlined in contracts for debt obligations if the stormwater utility chooses to utilize debt in the future.

Debt Service Coverage

Debt service coverage is typically a requirement associated with revenue bonds, and it is an important benchmark to measure the riskiness of a utility's capital funding plans. Coverage is most easily understood as a factor applied to annual debt service. In such a case, if it issues revenue bonds, the stormwater utility agrees to collect enough revenue to meet operating expenses and not only pay debt service but to collect an additional 25% above bonded debt service. The extra revenue is a "cushion" that makes bondholders more confident that debt service will be paid on time.

Recommended Policy: While 1.25 is a common legal minimum coverage for revenue bonds, FCS GROUP recommends a more conservative internal policy coverage target of at least 1.50 to 2.00 should the stormwater utility choose to utilize debt in the future.

Rate Funded System Reinvestment

Rate funded system reinvestment is the funding of long-term infrastructure replacement needs through a regular (annual) and predictable rate provision, which helps minimize reliance on debt.

Recommended Policy: The City desires to continue to cash-fund its capital program. Therefore, the utility should strive to generate revenues to cover both operating costs and the annual average capital program. The level of rate funded system reinvestment will depend on the Commission's selected level of service.

Exhibit 2 provides a summary of the recommended fiscal policies for the stormwater utility.

Exhibit 2: Summary of Fiscal Policies

Policy	Recommended Target
Operating Reserve	45 Days of O&M: \$350,000 based on the 2020 budget
Capital Reserve	1% of plant-in-service original cost: \$100,000 in 2020.
Debt Service Coverage	If debt is issued, an internal policy target of at least 1.50 to 2.00 would be prudent
Rate Funded System Reinvestment	Set rates to allow the utility to cash fund its capital program

Section III. REVENUE REQUIREMENT

This section presents the revenue requirement results for the stormwater utility. The forecasts within this section generate the revenue needed under each level of service to fund the utility on a standalone basis, considering operating and maintenance expenditures, fiscal policy achievement, and a portion of the capital projects identified in the City's six-year capital plan for the stormwater utility.

Levels of Service (Without Debt Issuances)

Three levels of service (LOS) have been developed for consideration: Baseline, Moderate Capital, and Full Capital. Each successive level of service introduced two new full time employee positions: a utility maintenance worker and a stormwater engineer, both to be introduced in 2022. Planned capital expenses were portrayed as a 'capital budget' for use on capital projects in the City's capital improvement program (CIP). The three levels of service incorporated annual capital budgets of approximately \$1,700,000 (Baseline), \$2,400,000 (Moderate Capital), and \$3,200,000 (Full Capital). The Baseline level of service will fund all critical master plan and critical capital maintenance needs projects, the Moderate Capital level of service will fund all master plan projects, critical capital maintenance needs, and some additional capital maintenance, and the Full Capital level of service will fund all master plan projects and known capital maintenance needs. **Exhibit 3** summarizes the programs that would be funded under each level of service as well as the monthly rate impacts if the City does not issue debt to fund the capital program.

Exhibit 3: Levels of Service (Cash Funded)

Level of Service Matrix	Single Family Monthly Rate				Capital Projects	Cash Funded / Debt Funded Capital
	Existing	Year 1	Year 2	Year 3		
LOS 1: Baseline	\$10.86	\$11.95	\$13.14	\$14.45	Avg. \$1,700,000 / year in Capital Expenditures \$1.2M - critical master plan projects \$500k - critical maintenance needs	\$32,000,000 Cash Funded \$0 Debt Funded
	\$ change:	\$1.09	\$1.19	\$1.31		
LOS 2: Moderate Capital	\$10.86	\$12.54	\$14.48	\$16.73	Avg. \$2,400,000 / year in Capital Expenditures \$1.6M - Fund all master plan projects \$800k - critical maintenance needs and some additional maintenance	\$46,000,000 Cash Funded \$0 Debt Funded
	\$ change:	\$1.68	\$1.94	\$2.25		
LOS 3: Full Capital	\$10.86	\$13.14	\$15.89	\$19.24	Avg. \$3,200,000 / year in Capital Expenditures \$1.6M - Fund all master plan projects \$1.6M - Fund all known maintenance needs projects	\$60,100,000 Cash Funded \$0 Debt Funded
	\$ change:	\$2.28	\$2.75	\$3.35		

Economic & Inflation Factors

The operating and maintenance expenditure forecast largely relies on the City's 2020 adopted budget for the stormwater and SDC funds. The line items in the budget are then adjusted each year by utilizing one of the following factors:

- General Cost Inflation – assumed to be 2.0 percent per year based on the 20-City CPI index.
- Construction Cost Inflation – assumed to be 3.0 percent per year based on the historical Engineering News-Record's Construction Cost Index (20-City Average).
- Labor Cost Inflation – assumed to be 2.0 percent per year based on the Employment Cost Index – Wages and Salaries, as well as a discussion with City staff.
- Benefits Cost Inflation – assumed to be 5.0 percent per year based on the Employment Cost Index – Benefits, as well as a discussion with City staff.
- Taxes – City franchise fee rate of 6.0 percent.
- Fund Earnings – assumed to be 0.50 percent per year based on the Local Government Investment Pool (LGIP) for Oregon.
- Growth in Rate Revenue before Increases – the City is assumed to add approximately 120 new dwelling units per year, per the City's 2019 Housing Needs Assessment. This results in a growth rate of approximately 0.5 percent per year.

Fund Balances

The stormwater utility has separate funds for tracking operating and capital activity. The combined beginning July 1, 2020 cash and investments balance was \$1,100,000. Of that total, City finance staff noted that \$739,000 was operating cash in Fund 410 and \$371,000 was reserved for capital expenditures in Fund 412, as shown in **Exhibit 4**.

Exhibit 4: Stormwater Utility Fund Cash Balances

Description	Beginning 2020 Cash Balances
Operating Reserve	\$1,064,212
Capital Reserve	\$336,122
SDC Reserve – Reimbursement	\$305,601
SDC Reserve – Improvement	\$85,138
Total Beginning Cash January 1, 2020	\$1,791,073

Existing Debt Obligations

As noted previously, the City does not have any existing stormwater-related debt obligations. In the following sections, no new debt issuances are assumed.

Revenue Requirement Results – Baseline LOS

Exhibit 5 graphically represents the revenue requirement forecast through 2029 for the Baseline Capital LOS scenario. Detailed observations are provided below:

- **Solid line:** Revenue at existing rates.

Total revenue is expected to be roughly \$3,150,000 in 2020 and is expected to increase 0.50 percent per year with customer growth, before future rate adjustments.

- **Dashed line:** Revenues with rate increases.

As the operating and capital costs associated with the Baseline LOS are incorporated into the forecast, rate revenue must increase to cover those obligations. Total revenues are expected to grow to just over \$5,050,000 per year by 2029.

- **Dark blue bar:** Operating and maintenance expense (O&M).

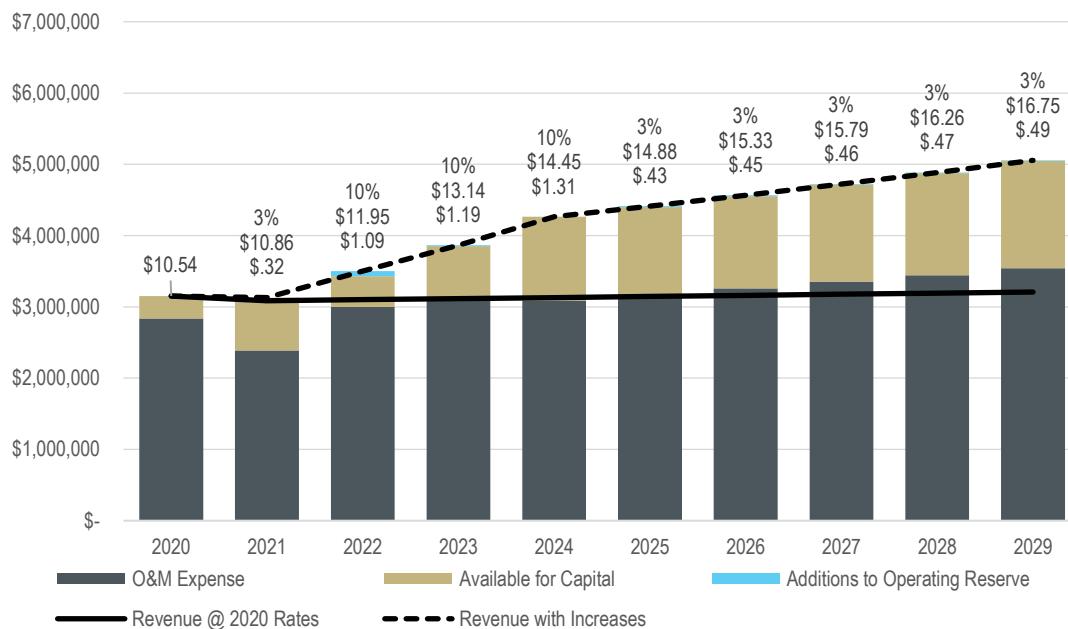
Operating expenses are based on the adopted 2020 budget plus the additional costs associated with the Baseline Capital LOS. Operating expenses are expected to grow to \$3,500,000 by 2029. The one-time 'drop' in operating expenses in 2021 is related to transfers out to other City funds.

- **Tan bar:** Available for capital.

This amount increases gradually after 2021 as revenues increase with rate increases. By 2029, \$1,500,000 per year would be available for capital projects.

- **Light blue bar:** Additions to the operating reserve to keep pace with escalating O&M.

Exhibit 5: Monthly Stormwater Utility Revenue Requirement Forecast 2020-29* (Baseline LOS)



*The graph labels show the monthly revenue adjustment, the single-family monthly rate, and the monthly change to the single-family rate.

Revenue Requirement Results – Moderate Capital LOS

Exhibit 6 graphically represents the revenue requirement forecast through 2029 for the Moderate Capital LOS scenario. Detailed observations are provided below:

- **Solid line:** Revenue at existing rates.

Total revenue is expected to be roughly \$3,150,000 in 2020 and is expected to increase 0.50 percent per year with customer growth, before future rate adjustments.

- **Dashed line:** Revenues with rate increases.

As the operating and capital costs associated with the Moderate Capital LOS are incorporated into the forecast, rate revenue must increase to cover those obligations. Total revenues are expected to grow to \$5,800,000 per year by 2029.

- **Dark blue bar:** Operating and maintenance expense (O&M).

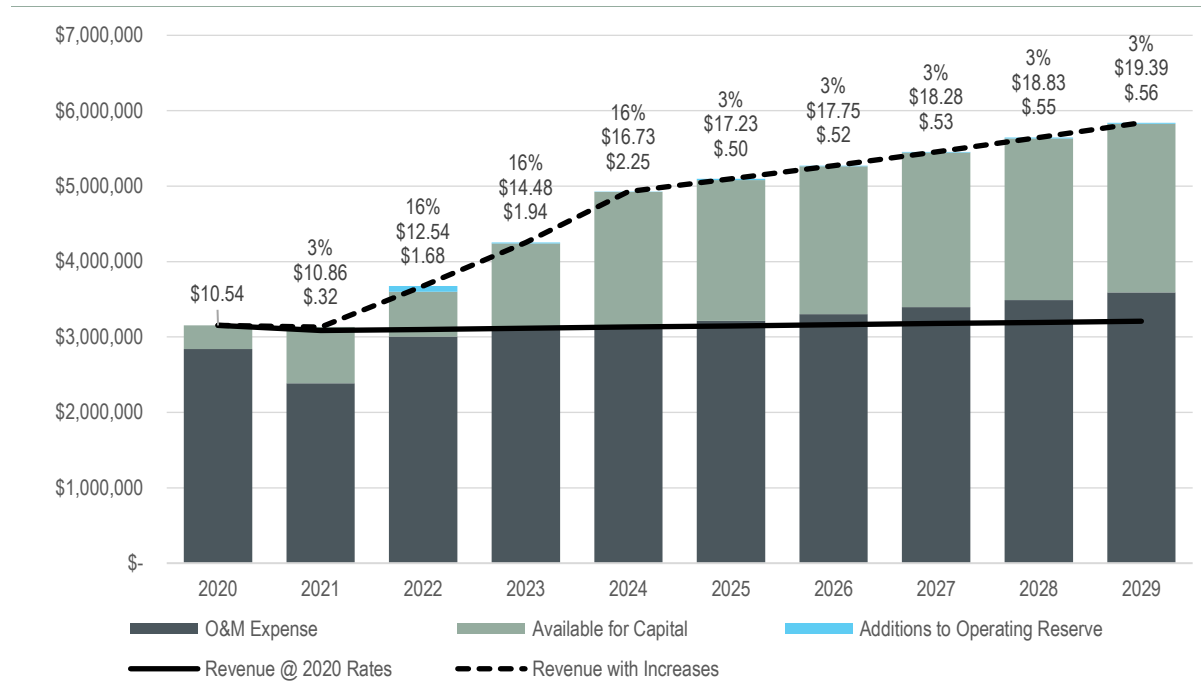
Operating expenses are based on the adopted 2020 budget plus the additional costs associated with the Moderate Capital LOS. Operating expenses are expected to grow to \$3,600,000 by 2029. The one-time ‘drop’ in operating expenses in 2021 is related to transfers out to other City funds.

- **Green bar:** Available for capital.

This amount increases gradually after 2021 as revenues increase with rate increases. By 2029, \$2,200,000 per year would be available for capital projects.

- **Light blue bar:** Additions to the operating reserve to keep pace with escalating O&M.

Exhibit 6: Monthly Stormwater Utility Revenue Requirement Forecast 2020-29* (Moderate Capital LOS)



*The graph labels show the monthly revenue adjustment, the single-family monthly rate, and the monthly change to the single-family rate.

Revenue Requirement Results – Full Capital LOS

Exhibit 7 graphically represents the revenue requirement forecast through 2029 for the Full Capital LOS scenario. Detailed observations are provided below:

- **Solid line:** Revenue at existing rates.

Total revenue is expected to be roughly \$3,150,000 in 2020 and is expected to increase 0.50 percent per year with customer growth, before future rate adjustments.

- **Dashed line:** Revenues with rate increases.

As the operating and capital costs associated with the Full Capital LOS are incorporated into the forecast, rate revenue must increase to cover those obligations. Total revenues are expected to grow to \$6,700,000 per year by 2029.

- **Dark blue bar:** Operating and maintenance expense (O&M).

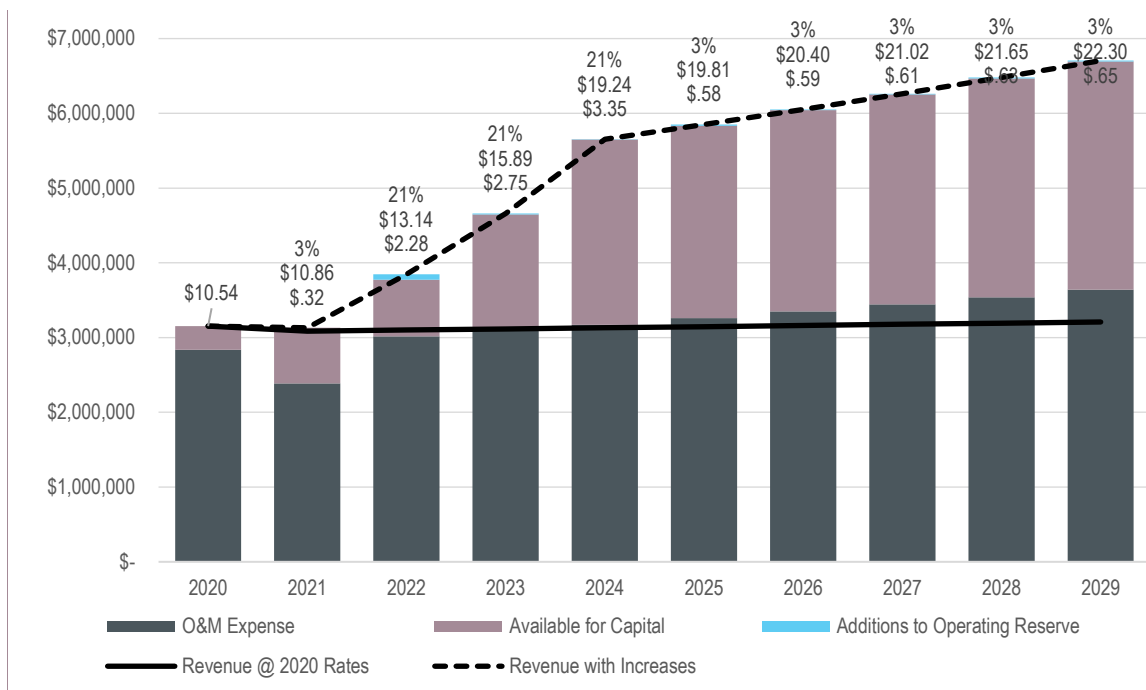
Operating expenses are based on the adopted 2020 budget plus the additional costs associated with the Full Capital LOS. Operating expenses are expected to grow to \$3,650,000 by 2029. The one-time ‘drop’ in operating expenses in 2021 is related to transfers out to other City funds.

- **Lavender bar:** Available for capital.

This amount increases gradually after 2021 as revenues increase with rate increases. By 2029, \$3,050,000 per year would be available for capital projects.

- **Light blue bar:** Additions to the operating reserve to keep pace with escalating O&M.

Exhibit 7: Monthly Stormwater Utility Revenue Requirement Forecast 2020-29* (Full Capital LOS)



*The graph labels show the monthly revenue adjustment, the single-family annual rate, and the monthly change to the single-family rate.

Levels of Service (With Debt Issuances)

Alternative scenarios were prepared which assume the issuance of debt to fund some capital projects, rather than funding capital projects entirely through rates. The levels of service in these debt issuance scenarios are the same as assumed in the previous cash-funded scenarios. **Exhibit 8** summarizes the rate impacts if the City issues debt to fund the capital program; these rates may be directly compared to those in the previous section showing the impact of issuing debt.

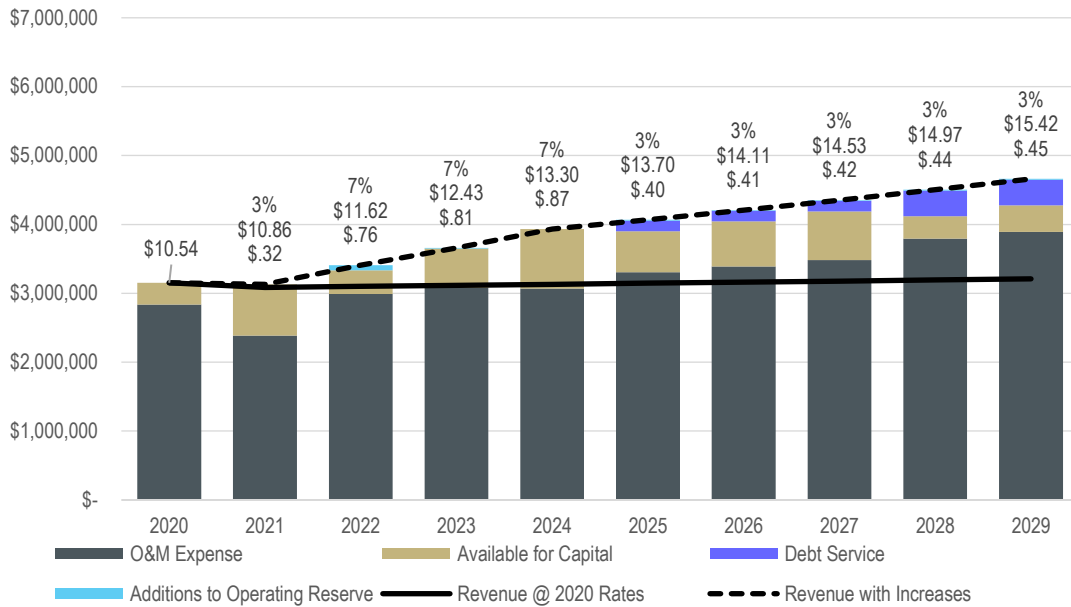
Exhibit 8: Levels of Service (Debt Funded)

Level of Service Matrix	Single Family Monthly Rate				Capital Projects	Cash Funded / Debt Funded Capital
	Existing	Year 1	Year 2	Year 3		
LOS 1: Baseline	\$10.86	\$11.62	\$12.43	\$13.30	Avg. \$1,700,000 / year in Capital Expenditures \$1.2M - critical master plan projects \$500k - critical maintenance needs	\$14,200,000 Cash Funded <u>\$17,800,000 Debt Funded</u> \$32,000,000 Total Capital
	\$ change:	\$0.76	\$0.81	\$0.87		
LOS 2: Moderate Capital	\$10.86	\$12.16	\$13.62	\$15.25	Avg. \$2,400,000 / year in Capital Expenditures \$1.6M - Fund all master plan projects \$800k - critical maintenance needs and some additional maintenance	\$21,300,000 Cash Funded <u>\$24,700,000 Debt Funded</u> \$46,000,000 Total Capital
	\$ change:	\$1.30	\$1.46	\$1.63		
LOS 3: Full Capital	\$10.86	\$12.49	\$14.36	\$16.51	Avg. \$3,200,000 / year in Capital Expenditures \$1.6M - Fund all master plan projects \$1.6M - Fund all known maintenance needs projects	\$24,500,000 Cash Funded <u>\$35,600,000 Debt Funded</u> \$60,100,000 Total Capital
	\$ change:	\$1.63	\$1.87	\$2.15		

Revenue Requirement Results – With Debt Issuances

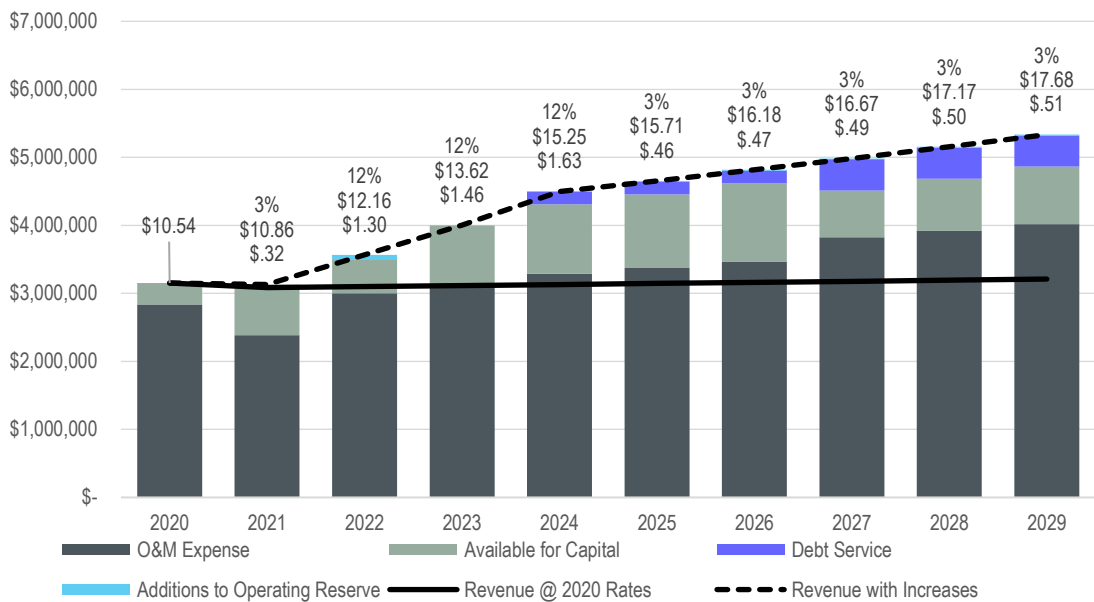
Exhibits 9, 10, and 11 graphically represent the revenue requirement forecast through 2029 for the each of the previously discussed levels of service, assuming the City issues debt at the levels presented in each scenario.

Exhibit 9: Monthly Stormwater Utility Revenue Requirement Forecast 2020-29* (Baseline LOS)



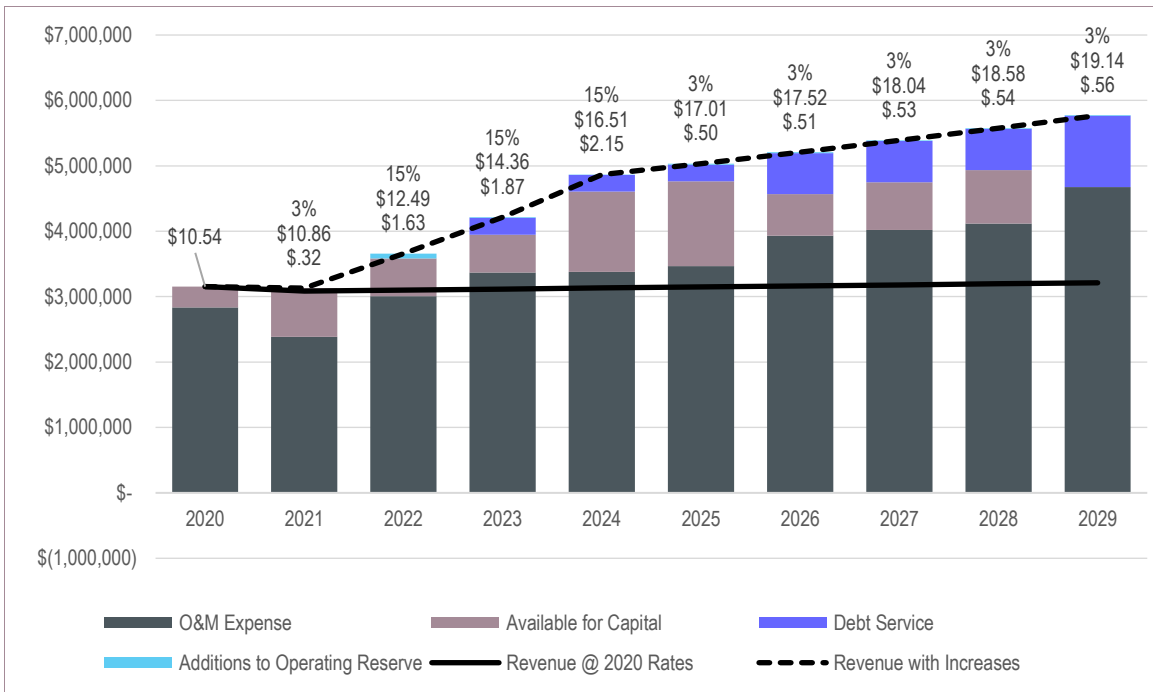
For the Baseline LOS, the total debt issuance is assumed to be \$17,800,000, resulting in annual debt service payments of \$375,000 by 2029.

Exhibit 10: Monthly Stormwater Utility Revenue Requirement Forecast 2020-29* (Moderate Capital LOS)



For the Moderate Capital LOS, the total debt issuance is assumed to be \$24,700,000, resulting in annual debt service payments of \$450,000 by 2029.

Exhibit 11: Monthly Stormwater Utility Revenue Requirement Forecast 2020-29* (Full Capital LOS)



For the Full Capital LOS, the total debt issuance is assumed to be \$35,600,000, resulting in annual debt service payments of \$1,100,000 by 2029.

Section IV. RATE CREDITS

A stormwater customer who provides onsite mitigation that is over and above the City’s minimum requirements can reduce the utility’s costs. Providing a rate credit for this additional mitigation can therefore be an appropriate incentive. This section provides an analytically-based maximum rate credit that the City may offer (if it offers one at all). For administrative practicality, if the City does decide to offer rate credits, we recommend that only commercial properties should be considered eligible for credits.

After calculating the total revenue requirement for the utility, we determined the maximum rate credit using the following approach. Each category of stormwater program costs was allocated between base and use. “Base” costs are not avoidable even with universal onsite mitigation. “Use” costs are theoretically avoidable with sufficient onsite mitigation. Results are shown in **Exhibit 12** below.

Exhibit 12: Base and Use Categorization

Expense Description	% Base	% Use
Personnel Services	92%	8%
Materials and Services	78%	22%
Transfers Out	100%	0%
Cash Funded Capital	33%	67%

These allocations of the FY 2021-22 projected costs resulted in approximately 71 percent of expenses classified as base costs 29 percent classified as use costs.

The maximum rate credit was determined by dividing each component cost by the expected number of ESUs to be charged. It was assumed that up to 10 percent of all ESUs would be lost to credits, or refinements to their chargeable area based on updated measurements. The calculation of the maximum credit amount is summarized in **Exhibit 13** below.

Exhibit 13: Calculation of Maximum Credit

	Base	Use	Total (\$)
Total \$	2,419,925	\$ 1,018,774	\$ 3,438,698
Storm Units	24,195	24,195	
Credit Qualifying (10%)		(1,379)	
Chargeable Storm Units	24,195	22,816	
Annual Charge per Unit \$	100.02	\$ 44.65	\$ 144.67
<i>Maximum Credit Provided</i>		31%	

The result of the credit calculation is a maximum rate credit of 31 percent for qualifying on-site mitigation.

Section V. SUMMARY

A review of the rates for each scenario (baseline, moderate capital, full capital, with and without debt) is provided as shown in **Exhibit 14**.

Exhibit 14: Rate Increase Scenarios

LOS Matricies	Existing	Year 1	Year 2	Year 3
LOS 1: Cash funded	\$10.86	\$11.95	\$13.14	\$14.45
\$ change		\$1.09	\$1.19	\$1.31
LOS 2: Cash funded	\$10.86	\$12.54	\$14.48	\$16.73
\$ change		\$1.68	\$1.94	\$2.25
LOS 3: Cash funded	\$10.86	\$13.14	\$15.89	\$19.24
\$ change		\$2.28	\$2.75	\$3.35
LOS 1: Debt funded	\$10.86	\$11.62	\$12.43	\$13.30
\$ change		\$0.76	\$0.81	\$0.87
LOS 2: Debt funded	\$10.86	\$12.16	\$13.62	\$15.25
\$ change		\$1.30	\$1.46	\$1.63
LOS 3: Debt funded	\$10.86	\$12.49	\$14.36	\$16.51
\$ change		\$1.63	\$1.87	\$2.15

Commission Decision

Results of this study were presented to the City Commission on March 11th, 2021. The commission indicated a preference for the cash-funded LOS 2. **Exhibits 15, 16, and 17** show the forecasted rate increases and reserve balances in this scenario.

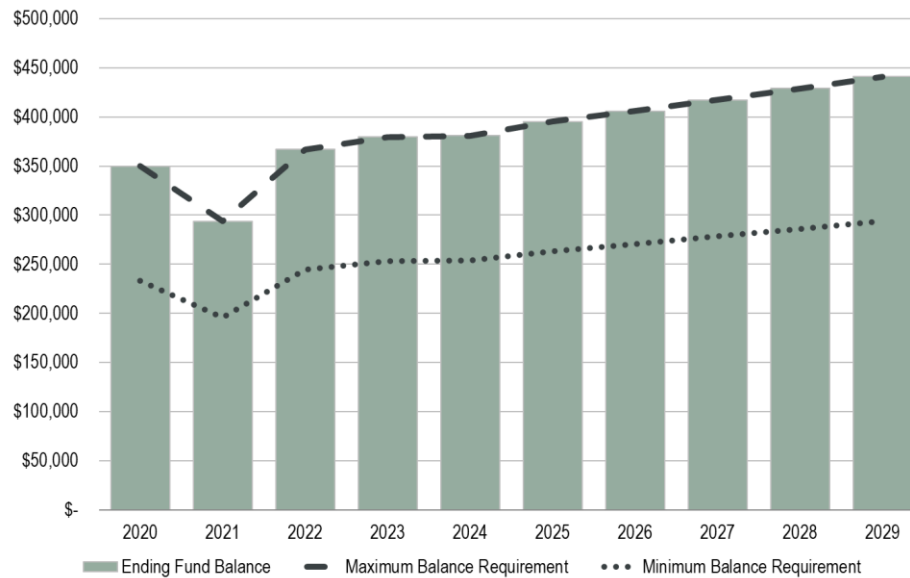
Exhibit 15: Summary Results of the Revenue Requirement Forecast – Selected LOS

Summary of Rate Adjustments	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Annual Rate Adjustments	\$10.86	\$12.54	\$14.48	\$16.73	\$17.23	\$17.75	\$18.28	\$18.83	\$19.39

Forecasted Reserves – LOS 2 Cash Funded

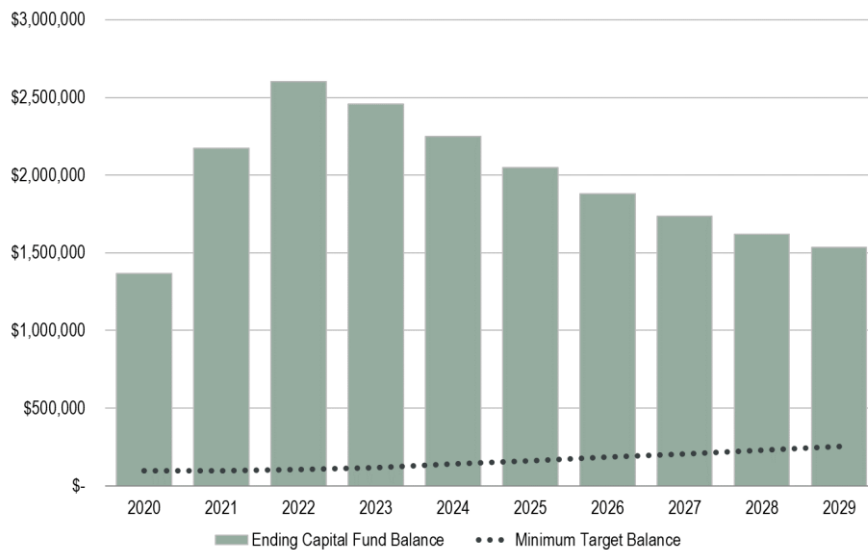
Operating Reserve

Exhibit 16: Operating Reserve Forecast



Capital Reserve

Exhibit 17: Capital Reserve Forecast



The rate strategy does forecast a drawing down of the capital reserve over the twenty-year timeline, as indicated in **Exhibit 17**. Depending on the timing associated with the execution of capital projects, this capital reserve will fluctuate from year-to-year but does not fall below the minimum target balance.

Section VI. CONCLUSION

Revenue Requirement & Rate Schedule

The recommended rate increases in **Exhibit 18** allow the stormwater utility to accomplish the following:

- Continue to fund existing and planned operating expenses, plus inflation;
- Allow the utility to fund \$15.6 million in capital projects 2020-2029 (escalated dollars);
- Generate nearly \$2.2 million per year for rate-funded capital by 2029; and
- Maintain utility reserves at a healthy level throughout the forecast.

Exhibit 18 shows the recommended rate adjustments applied to the City's existing rate structure.

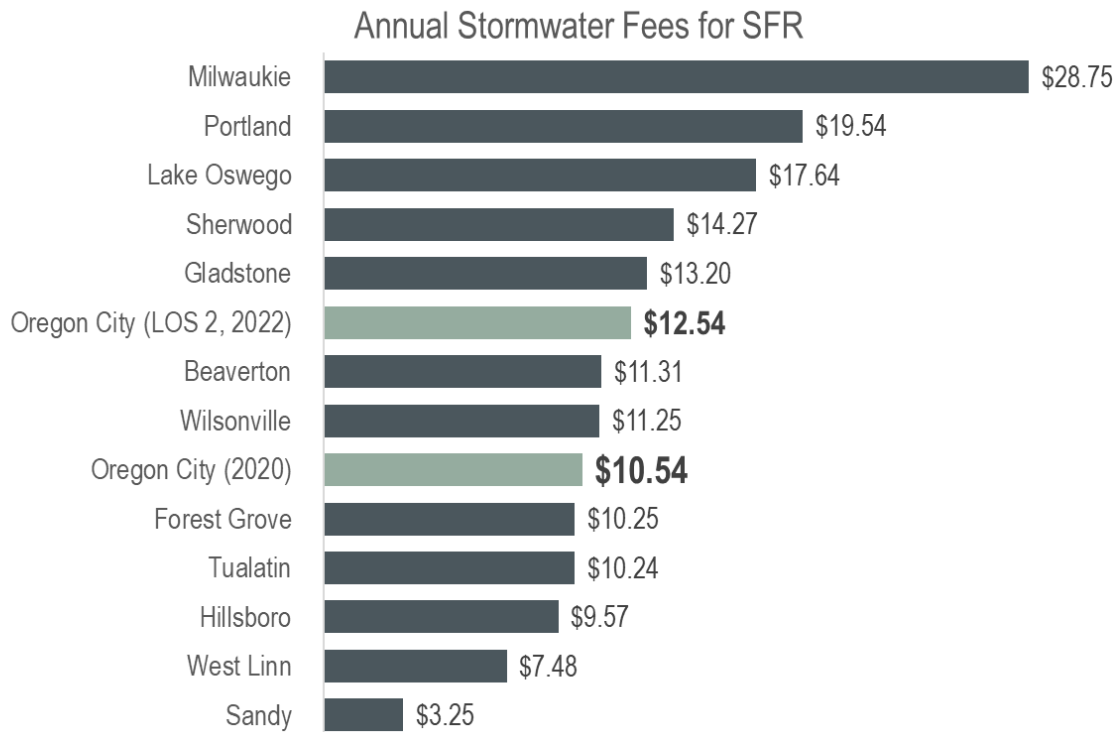
Exhibit 18: Rate Schedule Forecasts

Existing Rate Structure	FY 2020	Existing FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Annual Increases		\$0.32	\$1.68	\$1.94	\$2.24	\$0.50	\$0.52	\$0.53	\$0.55	\$0.56
Single Family Residential (per parcel)	\$10.54	\$10.86	\$12.54	\$14.48	\$16.73	\$17.23	\$17.75	\$18.28	\$18.83	\$19.39
Multi-Family Residential (per ERU)	\$10.54	\$10.86	\$12.54	\$14.48	\$16.73	\$17.23	\$17.75	\$18.28	\$18.83	\$19.39
Commercial Class 1 (per Storm Unit)	\$10.54	\$10.86	\$12.54	\$14.48	\$16.73	\$17.23	\$17.75	\$18.28	\$18.83	\$19.39

Single-Family Residential Rate Comparison

As a resource to the City and its customers, a rate survey of regional stormwater utilities is provided below. **Exhibit 19** shows each jurisdiction's 2020 monthly single-family residential rate. Note that each jurisdiction has a unique set of geographic traits, customers, and system characteristics that can have a significant impact on rates.

Exhibit 19: Monthly 2020 Single-Family Residential Stormwater Rates



Updating This Study's Findings

It is recommended that the City revisit the study findings during the forecast period to check that the assumptions used are still appropriate and that no significant changes have occurred that would alter the results of the study. The City should use the study findings as a living document, routinely comparing the study outcomes to actual revenues and expenses. Any significant or unexpected changes may require adjustments to the rate strategy recommended in this report.

Section VII. APPENDICES

Appendix A - Issue Papers

STORMWATER FISCAL POLICIES

BACKGROUND

The basic framework for evaluating utility revenue needs includes sound fiscal policies. Intended to promote long-term financial viability for the utility, these policies can address a variety of topics including cash management, a capital funding strategy, and financial performance.

There are several policy topics that can be important to consider further as part of managing the finances of the Oregon City Stormwater Division:

- Cash Reserves;
- Debt Management;
- Capital Funding; and
- Replacement Reserve Funding.

When evaluating fund reserve levels and objectives, it is important to recognize that the value of reserves lies in their potential use. A reserve strategy that deliberately avoids any use of reserves negates their purpose. Fluctuation of reserve levels may indicate that the system is working, while lack of variation over many years strongly suggests that the reserves are, in fact, unnecessary.

CASH RESERVES

Reserves are a key component of any utility financial strategy, as they provide the flexibility to manage variations in costs and revenues that could otherwise have an adverse impact on ratepayers. For the purpose of rate and financial planning, resources are commonly separated into the following distinct accounts or funds:

- Operating Reserves,
- Capital Reserves,
- SDC Reserves, and
- Debt Reserves.

Operating Reserves

An operating reserve is designed to provide a liquidity cushion; it protects the utility from the risk of short-term variation in the timing of revenue collection or payment of expenses. Like other types of reserves, operating reserves can help smooth rate increases over time.

Target balances for an operating reserve are generally expressed as a certain number of days of operating expenses (less transfers), with the minimum target varying with expected revenue volatility. Industry practice for utility operating reserves typically ranges from 30 days (8%) to 120 days (33%) of operating expenses, with the lower end more appropriate for utilities with stable revenue streams and the higher end of the range more appropriate for utilities with significant seasonal or consumption-based fluctuations.

The most common operating reserve target for stormwater management utilities with monthly billing schedules, like Oregon City, is between 30 days to 60 days of operating expenses (Table 1).

Table 1. Operating Reserve Policy Recommendation

Policy	Common Target	Recommended Target
Operating Reserve	30 to 60 Days of O&M	30 to 60 Days of O&M

In any year where operating reserves exceed the maximum days (i.e., 30-60 days) of operating expenses, it is assumed that the excess cash can be used to help pay for capital projects. This can be accomplished by calculating the target balance and comparing it against the actual existing cash balance. If the actual balance is greater than the target, the difference can be designated as a capital resource.

Capital Reserves

The capital reserve consists of cash that has been set aside for capital purposes. Resources can include utility rate revenue, grants, and debt proceeds. This fund provides a source of emergency funding for unexpected asset failures or other unanticipated capital needs. It can also help the utility address cash flow issues related to capital projects. For example, grants that the utility may rely upon to meet its capital needs may have a local cash matching requirement.

Given these different purposes, there are a variety of potential benchmarks for setting a minimum balance for this reserve. Some potential options include:

- A percentage (commonly 1 to 2%) of the original cost of fixed assets (Table 2);
- A rolling multi-year average of capital improvement program (CIP) costs; or
- An amount determined sufficient to fund an equipment failure.

However, this capital reserve policy is not intended to guard against catastrophic system failure or extreme acts of nature.

Table 2. Capital Reserve Policy Recommendation

Policy	Common Target	Recommended Target
Capital Reserve	1 to 2% of Original Cost of Assets	1 to 2% of Original Cost of Assets

System Development Charge Reserves

System development charge (SDC) revenue includes both reimbursement and improvement fee receipts. Revenue from each fee should be held in a separate reserve account. These funds are used to pay for capital projects, with the improvement fee balance to be used only for projects that expand the capacity of the system.

DEBT MANAGEMENT

Debt Reserve

The debt reserve is most often required as a condition of bond issuance, though some loan programs also require a reserve. The intent of the reserve is to protect bondholders (or the agency issuing loans) from the risk of the borrower defaulting on their payments.

The minimum balance for this reserve (typically specified in the bond/loan agreement) is most often linked to either average annual debt service, maximum annual debt service, or the amount issued (Table 3).

Table 3. Debt Reserve Policy Recommendation

Policy	Common Target	Recommended Target
Debt Reserve	Depends on type of debt issued.	Policy should be dictated by terms outlined in contracts for debt obligations, if applicable.

Debt Service Coverage

Debt service coverage is typically a requirement associated with revenue bonds and some state loans, and it is an important benchmark to measure the riskiness of the utility's capital funding plans. Coverage is most easily understood as a factor applied to annual debt service. In such a case, if it sells revenue bonds, the utility agrees to collect enough revenue to meet operating expenses and not only pay debt service, but collect an additional 25% increment above bonded debt service.

The extra revenue is a "cushion" that makes bondholders more confident that debt service will be paid on time. The extra revenue can be used for capital expenditures, to build reserves for future asset replacement, or for debt service on subordinate debt. Depending on the targeted rating level, some rating agencies suggest an annual debt service coverage target of 1.70 or greater (*Moody's Rating Methodology, US Municipal Utility Revenue Debt; October 2017*) (Table 4). Achieving a bonded debt service coverage level greater than the minimum required level is a positive signal that bond rating agencies notice, and can result in more favorable terms if the utility goes to the market for bonds.

Table 4. Debt Service Coverage Policy Recommendation

Policy	Common Target	Recommended Target
Debt Service Coverage	Depends on type of debt issued and targeted debt rating level (e.g., Aaa, Aa, A, etc.)	According to Moody's, a target range of between 1.25x and 1.70x might contribute towards an "A" rating. A range of 1.70x and 2.00x; an "Aa" rating.

CAPITAL FUNDING

Utilities can typically draw funds for capital improvement projects from a variety of sources, such as grants, system development charges, utility rates, and debt. While grants and developer contributions would logically be applied to project costs first, the next choice in the funding “hierarchy” is not necessarily apparent. A list of considerations is provided below.

Debt Funding

Debt mitigates the financial impact of capital investment on ratepayers, but comes with issuance and interest costs. A utility’s ability to meet coverage and other debt-related requirements may limit the amount of additional debt that it can issue. Additionally, excessive amounts of outstanding debt can affect a utility’s credit rating (and its ability to secure low-interest debt).

Cash Funding

Capital cash resources (e.g., system development charges, replacement reserve funding) can be applied to project costs directly, or they can be held in reserve or used toward annual debt service payments.

Resulting Considerations

The specific decision regarding whether to fund projects by debt or by cash is an important policy decision that will likely be driven by a number of considerations. While cash funding will be cheaper in the long run because there is no interest cost, debt funding may be the more practical option since it allows for the payment of costs over an extended period of time. Using debt to spread the cost over time also promotes “generational equity,” ensuring that future customers pay for their fair share of system costs.

The overlay of other financial policies related to coverage and replacement reserve funding can implicitly define equity generation through rates and system development charges, automatically constraining the need for debt to reasonable levels. In this case, a new policy related to debt financing may not provide added value to financial planning or viability.

Across the Industry

Drawing from a report from Black & Veatch, “*2018 Stormwater Utility Survey*”, of the 75 participants surveyed (from 21 states), the weighted funding profile for surface water and stormwater utility capital projects was approximately 87% cash versus 13% with debt. This result is up from 85% cash in 2014.

REPLACEMENT RESERVE FUNDING (RRF)

The concept of replacement reserve funding is essentially funding long-term infrastructure replacement needs through a regular and predictable rate provision. An RRF program can be structured to take into account the defined funding source (rate revenue), accumulation of funds when funding exceeds near-term needs, and augmentation of funds (e.g., through debt) when replacement needs exceed available cash resources.

Specific benchmarks for annual funding might include any of the following:

- Original cost depreciation expense;
- Replacement cost depreciation expense;
- Asset management plan; and
- Directly budgeted replacement project expenditures.

Each of these benchmarks are described in more detail in the following subsections.

Original Cost Depreciation Expense

This approach fully funds the decline in asset value attributable to the wear and tear from routine use, as measured by original construction costs. It avoids decline in system asset value (financial integrity) by replacing physical assets with cash assets.

However, as the General Finance Officers Association (GFOA) notes in their capital asset management recommendations, “Simply budgeting for the historical acquisition value of the asset may not take into account changes in price for a new asset or cases where the asset may not need full replacement based on the condition assessment,” (*Recommendation 7*).

Replacement Cost Depreciation Expense

This approach estimates the replacement cost of the system, and bases the funding target on this higher cost. This approach more closely conforms to the true cost of replacing the system or asset.

Asset Management Plan

This approach identifies a specific dollar amount of funding to be budgeted annually, ideally based on an asset management plan. An asset management plan is typically based on an accurate asset inventory, supplemented by routine asset condition assessments.

Directly Budgeted Replacement Project Expenditures.

By budgeting replacement expenditures as they occur, this approach does not attempt to anticipate or accumulate toward replacement needs and is likely to provide highly variable annual requirements.

Summary

Of these various approaches, only the Asset Management Plan approach is actually designed to ensure full funding of replacement needs, assuming the accuracy of assumptions used (Table 5). All of the others are intended to provide reasonable contributions toward meeting replacement needs, but do not ensure the adequacy of such funding.

Most commonly, utilities that have addressed replacement funding needs have used historical (original cost) depreciation expense as the basis for a reasonable level of reinvestment in the system. This strategy and level of funding satisfies several standards for reasonable rates:

- It avoids decline in system asset value (financial integrity);

- It charges customers commensurate with their consumption of facility useful lives and avoids the possibility of charging customers more than the current cost to provide service (rate equity); and
- It provides a substantial source of funding for replacement (capital funding adequacy).

Table 5. Replacement Reserve Funding Recommendation

Policy	Common Target	Recommended Target
Replacement Reserve Funding	Based on original cost or replacement cost depreciation. Asset management plans are becoming more popular—and important—and would provide a more-detailed funding strategy beyond what annual depreciation would suggest.	Implement an asset management plan. Absent that, fund at least 100% of original cost depreciation. Consider building rates over time to fund replacement cost depreciation.

RECOMMENDATIONS

We recommend that the City consider the following fiscal policies for the Stormwater Management utility.

Table 6. Summary of Recommendations

Policy	Common Target	Recommended Target
Operating Reserve	30 to 60 Days of O&M	30 to 60 Days of O&M
Capital Reserve	1 to 2% of Original Cost of Assets	1 to 2% of Original Cost of Assets
SDC Reserve	Account for reimbursement and improvement fees separately	
Debt Service Coverage	Minimum required: 1.25x	If debt is issued, an internal policy target of 2.00x may be prudent.
Replacement Reserve Funding	Asset management plans are becoming more popular. Otherwise, a percentage of depreciation (original cost or replacement cost).	Develop Asset Management Plan. Or fund at least 100% of original cost depreciation.

STORMWATER RATE STRUCTURE ALTERNATIVES

ISSUE

The City of Oregon City imposes monthly storm drainage charges on properties within the City limits. The City has requested an evaluation to determine whether or not the current rate structure is optimal, given the City's policy objectives.

RATE STRUCTURE ALTERNATIVES

There are a number of potential rate structure alternatives that can be considered for a stormwater utility, several of which are evaluated below. When evaluating these structures, it is important to balance equity and administrative feasibility. For example, if a rate structure is considered to be very equitable but is cost prohibitive to setup and maintain, a less "perfect" approach may be more desirable if it is less costly to administer.

Option 1: Impervious Surface Area / Equivalent Service Unit (Recommended for Consideration)

The most common stormwater rate approach is to charge customers based on impervious surface area, the hard surface area that prevents or impedes the permeation of water into the ground. Impervious surface area is widely accepted as an appropriate measure of a property's contribution of runoff, providing a rational nexus to service received from a stormwater management utility. Given the diversity that exists among non-single-family residential properties, it is common to charge these customers based on actual measured impervious surface area. Because tracking parcel-specific measurements of impervious area for single-family customers would add considerable administrative effort and complexity to the rate structure, the more common practice is to impose a uniform rate on single-family residences based on an estimated average amount of impervious surface area. Though this approach may overcharge smaller residences and undercharge larger residences, it is widely considered to be an acceptable compromise between equity and practicality.

Option 2: Density of Development (City of Oregon City's Existing Rate Structure)

An alternative measurement of runoff contribution involves applying "density factors" to gross parcel size, adjusting charges depending on the percentage of the parcel covered by hard surface. This approach can acknowledge that, for example, 3,000 square feet of impervious area on a 5,000 square foot lot more directly impacts the public system than an equivalent impervious area on a one-acre lot. As with the approach based on impervious surface area, this approach is an appropriate charge basis because it adequately quantifies the relationship between the rate paid and the level of service received.

Option 3: Runoff Coefficients

This approach is similar to the "density of development" approach in that it can be used to adjust a parcel's charge based on its runoff characteristics; however, it is more closely associated with a parcel's physical properties. When applied to lot size, runoff coefficients are generally accepted as a measure of runoff contribution (and service received). Implementing this approach requires

information relating to the basic characteristics of land (e.g., slope and soil type), land use, and lot size. Depending on slope variables and soil characteristics, undeveloped parcels may also be subject to charges under this approach. In measuring runoff contributions by evaluating property-specific characteristics that may impact those contributions, this approach rationally recovers the costs of several aspects of the stormwater utility.

Option 4: Land Use

Alternatively, runoff characteristics can be linked to types of land use. For example, empirical analysis may find that industrial land use has a more significant contribution to water quality problems from surface water runoff than undeveloped land (justifying a proportionately higher industrial rate to equitably recover program costs).

Option 5: Trip Generation

While most rate structure options focus on runoff contribution, a structure based on trip generation relates automobile traffic to non-point-source pollution contributed by properties. The Institute of Transportation Engineers' *Trip Generation* Manual assigns a number of daily trips to specific categories of land use – this information could be used to recover the costs of water quality activities within the surface water management program. Customer land uses and floor area would also be required in order to calculate equitable rates.

CITY OF OREGON CITY'S EXISTING RATE STRUCTURE

The City currently utilizes the Density of Development (Option 2) rate structure, as defined in Oregon City Municipal Code (OCMC) Section 13.16.020. The City's storm drainage rate is a fixed charge per equivalent residential unit (ERU). Each residential account is considered one ERU while ERUs for all non-residential accounts are determined by two factors:

- Area Range Number (ARN): ranges of gross area square footages are used to classify non-residential properties into groups of similar parcel size. For example, parcels with gross areas of one to two thousand five hundred square feet are assigned an area range number of 1. Parcels with gross areas of two thousand five hundred to five thousand square feet have an ARN of 2. These increments continue on so that each additional range of two thousand five hundred square feet is counted as an additional ARN of 1.
- Development Intensity Factor (DIF): this factor is indicative of the land use or assumed impervious coverage of each property.

Table 1 represents the DIFs for each of the existing land uses and zoning to be used in determination of non-residential ERUs.

Table 1. Development Intensity Factors (DIFs)

Nonresidential Land Use or Zoning	Development Intensity Factor
LOC limited office conditional	0.70
LO limited office	0.80
NC neighborhood commercial	0.80
HC historic commercial	0.70
LC limited commercial	0.70
C general commercial	0.90
CBD central business district	0.90
M1 light industrial	0.70
M2 heavy industrial	0.80
Conditional use or nonconforming	Apply a composite runoff factor

The equivalent residential units (ERUs) for a non-residential property are computed by the following formula:

$$\text{ERUs} = \text{ARN} \times \text{DIF}$$

As of January 1, 2020, the City charges \$10.54 per ERU on a monthly basis.

CONSIDERATIONS FOR CITY

Density of Development: Equity Issues at Edges of Non-Residential Area Ranges

While this structure charges more for properties with larger gross square footages with an applied development intensity factor, the structure can perpetuate inequities among customers at the extreme ends of each area range number.

For example, a non-residential property that is 4,900 gross square feet would pay significantly less than a similarly sized property that is 5,100 gross square feet, with the same development intensity factor, even though they have comparable amounts of gross square footage. Meanwhile, a non-residential property that is 7,400 gross square feet would pay the same as a property that is 5,100 gross square feet. Table 2 demonstrates this inequity with three hypothetical non-residential accounts.

Table 2. Inequities for Accounts at Edge of Area Ranges

Gross Parcel Size	ARN	DIF	Monthly Charge	\$ Per Gross Square Foot
4,900 SF	2	0.80	\$16.86	\$.0034
5,100 SF	3	0.80	\$25.30	\$.0050
7,400 SF	3	0.80	\$25.30	\$.0034

Consideration of Other Rate Structures

While the Density of Development rate basis is generally supported and accepted, it is still worthwhile to consider alternatives that might address the equity issues that the Density of Development structure creates. The City could consider a fee structure that administers charges based on actual, **measured impervious surface area** (Option 1) rather than using ranges of gross square footages with a density factor applied. This impervious-based approach is also known as the equivalent service unit, or ESU approach).

The City could also incorporate a **runoff coefficient** (Option 3). This approach would require a relatively extensive data collection effort on the part of the City. It is also less defensible as a fee basis because it incorporates physical land characteristics over which the customer has minimal control.

While administratively simple compared to an impervious-area approach, an approach based on **land use** (Option 4) is typically used only when property-specific data is unavailable.

Trip generation (Option 5), while a supportable means of recovering costs related to water quality, provides little if any advantage over impervious surface area at greater administrative effort and associated cost. A trip generation rate structure should be reserved for communities that primarily deal with water quality issues (more so than water quantity issues).

RECOMMENDATIONS

An ideal fee basis creates a standard of charging that quantifies how the amount of impervious surface area impacts the environment through flooding, changes in water quality, and habitat degradation. Therefore, the fee structure basis should proportionately charge customers their share of the system's cost burden and provide an equitable, defensible means of cost recovery. The City's current rate structure generally meets these criteria by charging more for a higher percentage of assumed impervious surface area to total surface area for non-residential parcels. However, to address previously noted equity issues at the edges of the area ranges, we recommend the City consider implementing an ESU rate structure, which is outlined below. As mentioned earlier in this discussion, the City will need to weigh the increase in equity achieved through a revised rate structure against the cost to compile the needed data and administer the charge.

Equivalent Service Unit Approach (Option 1)

The rate itself is most commonly calculated as a dollar amount per ESU. This rate structure would improve the equity over that of the City’s existing rate structure by charging each non-residential property based on their actual measured impervious surface area.

Non-Residential Properties

The charge basis for all non-residential customer types is generally actual measured impervious surface area, expressed as a number of ESUs (a single ESU representing the average single-family residential customer). In order to implement this rate structure shift the City would need to gather data for measured impervious surface area on all non-residential properties.

As an example, assume that the average single-family parcel has 3,000 impervious square feet. If a commercial parcel had 12,000 impervious square feet, that parcel would be charged for 4 ESUs (12,000 divided by 3,000), as shown in **Figure 1** below.

Single Family Parcels

Rather than compute ESUs for every single-family parcel, as a simplification, it would be possible to group them into rate tiers. For example, single family parcels could be grouped into “Small”, “Medium”, “Large”, and “Measured” impervious footprints. Parcels with comparatively large impervious footprints, the “Measured” tier, would be charged like other developed property – based on the measured amount of impervious surface area. However, implementation of even a hybrid approach would require the same initial data collection to determine tier placement for each property, without significantly improving equity among rate payers.

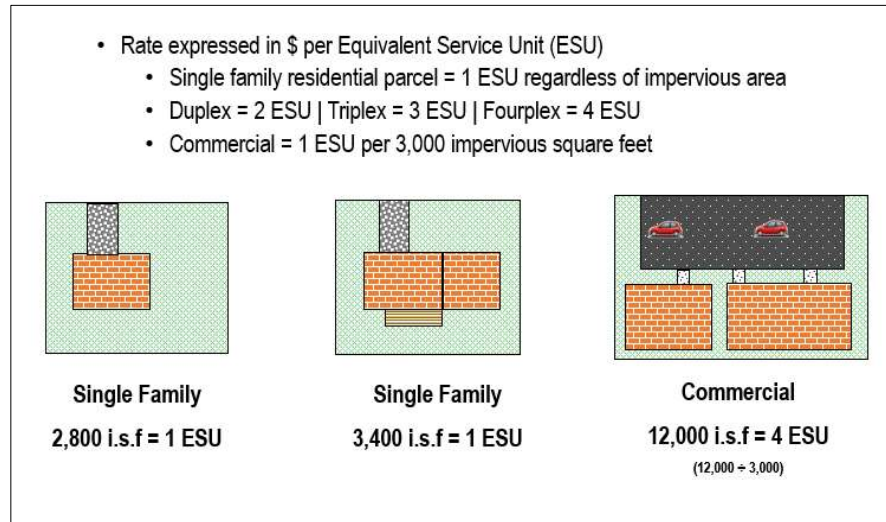
To minimize administrative and data collection costs, it is recommended that the City continue to charge a uniform rate for single family residential customers.

Summary

It is recommended that the City apply the ESU approach for non-residential properties and charge a uniform rate for single family residential customers. The ESU value to be incorporated into the non-residential properties (e.g., 3,000 impervious square feet) would be determined by using an average amount of assumed impervious surface area per developed residential property (based on a relevant sample size within the City). All single-family properties would have the same, flat charge.

It is important to note that the City could compile needed impervious data over a period of time, and schedule the transition to an ESU approach, if desired, for later years.

Figure 1. ESU Rate Structure Example (Assuming 1 ESU = 3,000 impervious square feet)



STORMWATER RATE CREDITS & ADJUSTMENTS

ISSUE

This paper discusses when it may be reasonable (or required) to provide rate credits or adjustments for Stormwater Management utility customers who mitigate their stormwater impacts – and the rational basis for such credits.

EXISTING OREGON CITY RATE CREDITS & ADJUSTMENTS

The City of Oregon City currently grants a couple types of rate credits and adjustments, as outlined in Oregon City Municipal Code (OCMC), Section 13.16.100 *Exemptions, reductions and appeal*. The code language is shown below.

(1) Vacant and unimproved properties.

Vacant and unimproved properties within the city are exempt from the charges in Section 13.16.050;

(2) Stormwater retention.

Any other person seeking an exemption or reduction in the storm drainage fee, or appealing therefrom, may do so pursuant to a demonstration to the city manager or the manager's designee that the public storm drain service does not receive stormwater from property used or occupied by that person. Such demonstration shall include evidence of legal disposal of stormwater to a private retention system, private storm drain system, public water body, or other receiving facility.

RATE CREDIT METHODOLOGY

There are several elements to review when considering the implementation of a credit(s) program:

- “Should the City offer rate credits?” If yes, “How much should the credit(s) be?”
- “Should credits be offered to single family residential properties, or just non-single family properties?”
- “Should credits be given for meeting current development requirements?” Or, “Should rate credits only be given for exceeding current development requirements?”
- “What activities could warrant a rate credit?”

Should the City offer Rate Credits?

When considering if, and how much to charge or credit different types of customers, it is important to remember that a storm drainage rate is a fee for service, not a tax. As such, the level of a customer's charge must somewhat relate to that customer's proportionate share of the utility's costs. Overly “generous” credit policies which provide credits that are not cost-based have the potential to move a utility away from the rational linkage between service delivered and the fee amount, so the utility

should bear in mind the financial ramifications, as well as the equity and legal defensibility of any existing or proposed credits.

How Much Should the Credit(s) Be?

A Stormwater Management utility's service to its customers and the community can be analyzed in two functional categories: controlling and reducing stormwater runoff (i.e., water quantity), and controlling and managing pollutants (i.e., water quality). The broader questions to address in establishing credits are (1) whether a rate payer helps the utility reduce its costs, or to avoid additional costs, by providing certain mitigation measures in these two functional areas, and (2) if yes, how much of a cost savings is provided. Comparatively, properties with on-site mitigation have a reduced effect on the public system compared to similar properties lacking this mitigation. Therefore, it might be argued that to the extent that such facilities reduce costs to the utility, they may warrant a rate credit. In contrast, granting rate credits for on-site activities that do not reduce utility costs simply reduces the amount of resources available for basic services to the remainder of the customer base.

Should Credits be Offered to Single Family Properties, or Just Non-Single Family Properties?

Stormwater Management utilities often exclude single family residential customers from a credit program (if credits are offered at all) due to the administrative burden needed to maintain such a system. The City currently offers credits to residential properties, with qualifying retention facilities. The City may wish to review the administrative time and cost associated with providing credits to all customers, even residential customers.

Should Credits be Given for Simply Meeting Current Development Requirements?

Rate credits may be structured to reward customers who provide mitigation that meets or exceeds current development standards, while offering lesser or no credits for mitigation that does not meet or exceed current development standards. Currently, the OCMC does not offer credits for properties that develop stormwater facilities that meet or exceed development standards.

It could be argued that the cost of meeting current City standards and constructing on-site mitigation should be considered a cost of developing within the service area, with no offsetting credits or assistance, since on-site mitigation only partially neutralizes the impact of developing the property in the first place.

What Activities Could Warrant a Rate Credit?

Once it has been determined if credits will be provided for, and if qualifying applicants must meet and or exceed development standards, the next logical question is, "What activities could warrant a rate credit?" We recommend that the City evaluate the overall amount of revenue forgone by offering credits and compare that to the cumulative cost savings associated with the credit programs. Rate credits for on-site mitigation are not required but are discussed in the following sections.

ACROSS THE INDUSTRY

A review of potential credit approaches reveals a number of alternatives used across the industry.

On-site Retention and / or Detention

Many jurisdictions allow credits for developments that provide on-site retention and or detention facilities as a condition of development, often maintaining such facilities as well.

Low Impact Development, Green Building, and Rainwater Harvesting

Low impact development (LID) best management practices (BMPs), such as rainwater harvesting, permeable pavement, bioretention swales and rain gardens could also be worthy of credits. Other LID BMPs, such as vegetated roofs, may change the effective impervious area of a development or home if properly maintained because they reduce and filter runoff.

Green building techniques include site planning to take greater advantage of natural site features, achieving Leadership in Energy and Environmental Design (LEED) or Built Green certification, planting drought-resistant native landscaping, amending soils with compost, reducing impervious surface area, minimizing site disturbance during development, and previously noted LID features. Implementing these techniques will result in increased natural resource conservation, lower home operating costs, and better stewardship of the City's natural environment. Other than its LID aspects, green building techniques are not strongly linked to a reduction in Stormwater Management utility costs. Aspects that could be directly related to smaller service requirements are the minimization of impervious surface area and improved water quality.

A credit for LID would recognize the fact that effective impervious area can be much smaller than the impervious surface area that is measured from aerial photographs (due to roof rainwater collection systems, permeable paving, vegetated roofs, etc.).

Dedicated Open Space

Developments may incorporate design techniques that concentrate residences or other buildings in a compact area of the development site (lot clustering) and provide open space and natural areas elsewhere, protected by an easement. Such techniques can reduce runoff and mitigate surface water quality issues.

Open space developments have many benefits in comparison to the conventional subdivisions that they replace: they can reduce impervious surface area, surface water pollutants, construction costs, grading, and the loss of natural areas. In addition to the minimization of impervious surface area, the preserved natural areas and tree canopy can significantly mitigate the surface water runoff created by the buildings onsite. Therefore, although affected by the slope characteristics of the property, the preserved portion of the site acts to reduce the effective impervious area of the development and provides a meaningful benefit to the public system when runoff is adequately dispersed.

Rate Penalties

Rate penalties have been considered in other agencies to address private surface water management facilities that are not being properly maintained to City standards. In those locations, it has been concluded that simply offering a rate credit is not effective at encouraging a majority of customers to comply with utility design and maintenance standards.

A basic rationale for a rate penalty may be that when a property does not maintain its on-site infrastructure to a minimum standard, it can create additional inspection, maintenance, and or capital costs that must be borne by the City. If no action is taken to correct deficient infrastructure, that could create a higher risk of localized flooding or water contamination events, which can also create additional costs.

POLICY CHOICES

Rate Credit Framework

Table 1 summarizes the key policy items that City stakeholders should agree on, before revisiting which activities should qualify for a rate credit.

Table 1. General Rate Credit Policy Items for Discussion

Policy Items for Discussion		
1	Should the City offer rate credits?	Should rate credits be offered at all?
2	Should credits be offered to single family properties?	In our experience, rate credits are rarely offered to single family properties due to the administrative burden. The exception would be low-income, senior citizen exemptions.
3	How much should the rate credit(s) be?	Maximum credit (typically expressed as a percentage) should be analytically based, but be simple enough that it is feasible to implement.
4	What level of achievement qualifies for a rate credit?	Are credits offered for meeting regulations? Or only offered for properties that exceed regulations?
5	What activities could warrant a rate credit?	In our experience, rate credits are typically related to one of the following: onsite retention / detention; dedicated open spaces; or occasionally LID.

Qualifying Activities within the Rate Credit Framework

Table 2 summarizes the activities within the service area that the City currently provides credits for. The City should review and consider whether these credit programs align with current Stormwater Management utility goals and priorities.

Table 2. Activities Currently Qualifying for a Rate Credit or Penalty

#	Program	Currently Offered by the City?	Amount of Current Credit
1	Vacant, unimproved properties	Yes	100%
2	Onsite Retention	Yes	100%

RECOMMENDATIONS

Develop Maximum Rate Credit Percentage to Offer for Qualifying Activities

Many of the Stormwater Management utility’s costs are essentially “fixed” and do not decrease no matter what services customers provide on-site. As a first step, we recommend that the City determine the portion of program costs which can be reduced by the on-site activities of the customer base. Once an allocation of program revenue requirements between fixed, or “base,” program costs, and variable, or “use,” program costs has been made, these component shares of the Stormwater Management utility charge can be determined.

The utility will then be able to determine a theoretical maximum credit to be provided for qualifying on-site mitigation. The above recommendations ensure that properties eligible for rate credits would be reducing the average cost of Stormwater Management utility operations, as well as possibly allowing the City to delay capital projects. As a result, the utility would be able to reduce its costs by implementing the recommended credit policies. The maximum credit approach is more easily applied to an ESU-based rate structure (see Issue Paper #2), but could be considered under the City’s existing approach as well.

This maximum credit approach could apply to any or some of the following activities, and should not be “stackable”:

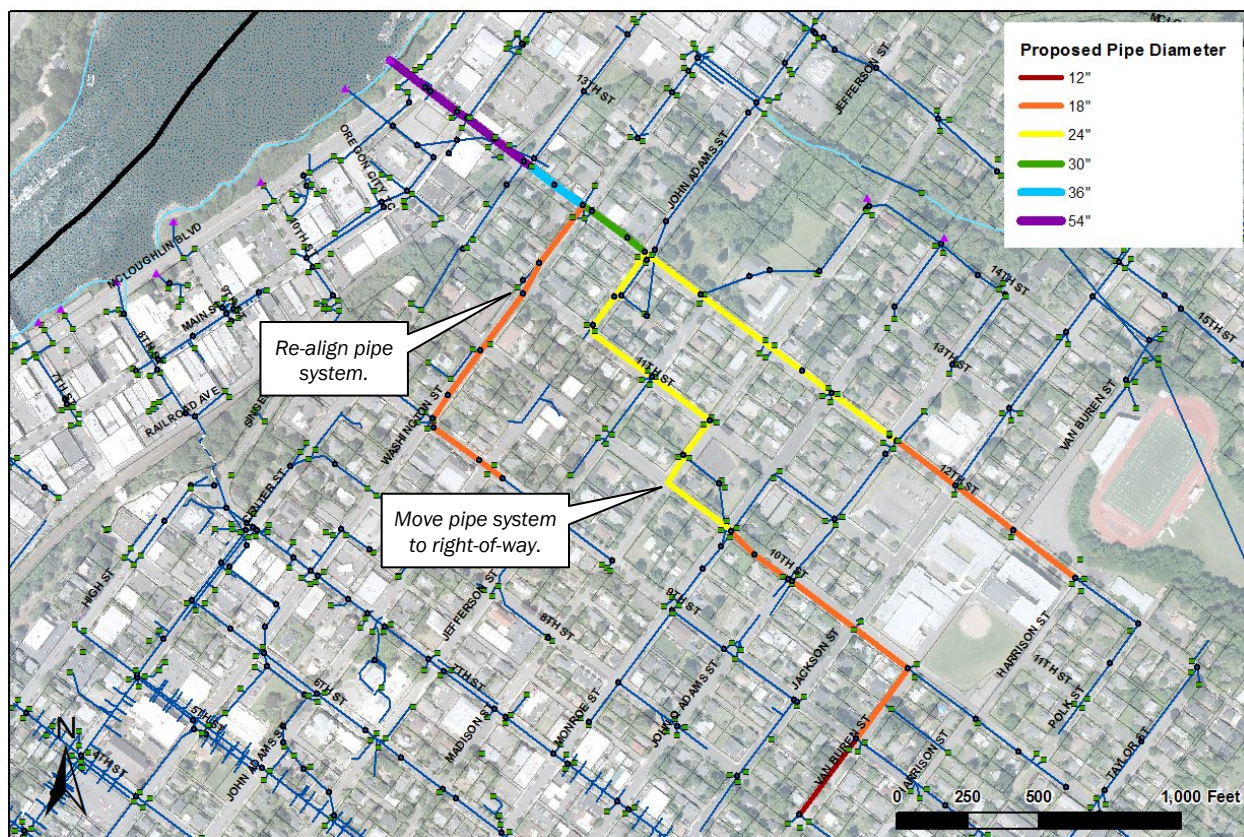
- Onsite Retention / Detention Facilities;
- Drainage Basis Plans; and
- Water Treatment / Individual NPDES Permit Holders.

An impervious-based approach is philosophically charging for the impact of developed area on increased runoff. As such, it is not consistent with that approach to charge undeveloped land. Vacant developed property should be charged, as it does generate runoff.

A credit approach based on on-site mitigation would not preclude the City from fully exempting low-income, senior customers.

Appendix F: CIP Fact Sheets

- CIP 1 John Adams Basin Capacity Improvements
- CIP 2 South End Road Stormwater Improvement
- CIP 3 Division Street Infrastructure Improvements
- CIP 4 Rivercrest Neighborhood Infrastructure Improvements
- CIP 5 Harding Boulevard Sanitary Disconnect
- CIP 6 Pebble Beach Pond Retrofit
- CIP 7 Hiefield Court Culvert Improvements
- CIP 8 The Cove Water Quality Improvements



Project Identifier	CIP 1
Project Name	John Adams Basin Capacity Improvements
Detailed Location	Taylor Street to Main Street between 8 th Street and 12 th Street
Model File	Model FU3_JA2.xp
Objective(s) Addressed	Flood Reduction, Aging Infrastructure

Project Background

The primary problems identified in the John Adams basin are flooding and infrastructure age. Secondary problems include mismatched infrastructure and pipes located in private property. Areas near 9th and Monroe Streets and 8th and Van Buren have reported to have flooding in the past. There are several locations where downstream pipe segments are smaller than upstream pipes leading to surcharging and flooding. Modeling of the storm system revealed significant flooding beginning at the 2-year storm event. Pipe sections are currently undersized and will require replacement to alleviate flooding issues.

In addition, the storm pipes in this basin are among the oldest in the City and well past the expected life. Portions of the stormwater system were previously part of a combined stormwater/sanitary system which will be removed.

Project Description

Upsize drainage system in the John Adams Basin by installing 340 LF of 12-inch pipe, 4,000 LF of 18-inch pipe, 2,300 LF of 24-inch pipe, 240 LF of 30-inch pipe, 300 LF of 36-inch pipe, 130 LF of 48-inch pipe (represented as 54-inch in the figure), and 460 LF of 54-inch pipe. Pipe sizing recommendations are based on providing capacity for 25-year peak flows under full build-out conditions. The project includes the installation of an estimated 40 manhole structures, 21 connections to existing structures and 78 catch basins.

It is suspected that much of this basin does not have private stormwater laterals connected to the existing conveyance system. Stormwater runoff from roof drains may be contributing to the sanitary sewer collection system. Existing private stormwater laterals should be connected to the new stormwater system. Properties without stormwater laterals or downspout disconnection may have a combined lateral (sanitary and storm together) which may be addressed through coordination with the sanitary I/I abatement program. The number and cost for private lateral connection is unknown and therefore is not included in the cost estimate but is recommended as part of the CIP.

Design Considerations

Drainage system installation should be coordinated with roadway reconstruction projects to avoid multiple impacts to the same roadway segments. Detailed topographic survey is needed to conduct final engineering evaluation to determine the appropriate invert elevations and pipe diameters to maintain necessary cover depth in this flat terrain. Investigative work prior to design is necessary to determine appropriate handling of private laterals. Planning level design assumes most proposed structures are located near or at the same location as existing structures.

Comprehensive design effort across all four project phases is suggested to maintain continuity in design.

Phase 1 Planning-level Cost Estimate (Outfall to 12th/John Adams)

Capital Expense Total (including contingency)	\$1,656,000
Engineering and Permitting (40%)	\$663,000
Market Climate (10%)	\$166,000
Construction Administration (15%)	\$248,000
Capital Project Implementation Cost Total*	\$2,733,000

Phase 2 Planning-level Cost Estimate (12th/John Adams to 12th/Harrison)

Capital Expense Total (including contingency)	\$1,271,000
Engineering and Permitting (15%)	\$191,000
Market Climate (10%)	\$127,000
Construction Administration (15%)	\$191,000
Capital Project Implementation Cost Total*	\$1,780,000

Phase 3 Planning-level Cost Estimate (12th/John Adams to 8th/Van Buren)

Capital Expense Total (including contingency)	\$1,928,000
Engineering and Permitting (15%)	\$289,000
Market Climate (10%)	\$193,000
Construction Administration (5%)	\$289,000
Capital Project Implementation Cost Total*	\$2,699,000

Phase 4 Planning-level Cost Estimate (12th/Washington to 9th/John Adams)

Capital Expense Total (including contingency)	\$959,000
Engineering and Permitting (15%)	\$144,000
Market Climate (10%)	\$96,000
Construction Administration (5%)	\$144,000
Capital Project Implementation Cost Total*	\$1,343,000

*Planning level cost estimates estimated in 2019 dollars, rounded to the nearest thousand. Project cost does not include property or easement acquisitions.

Additional Project Information

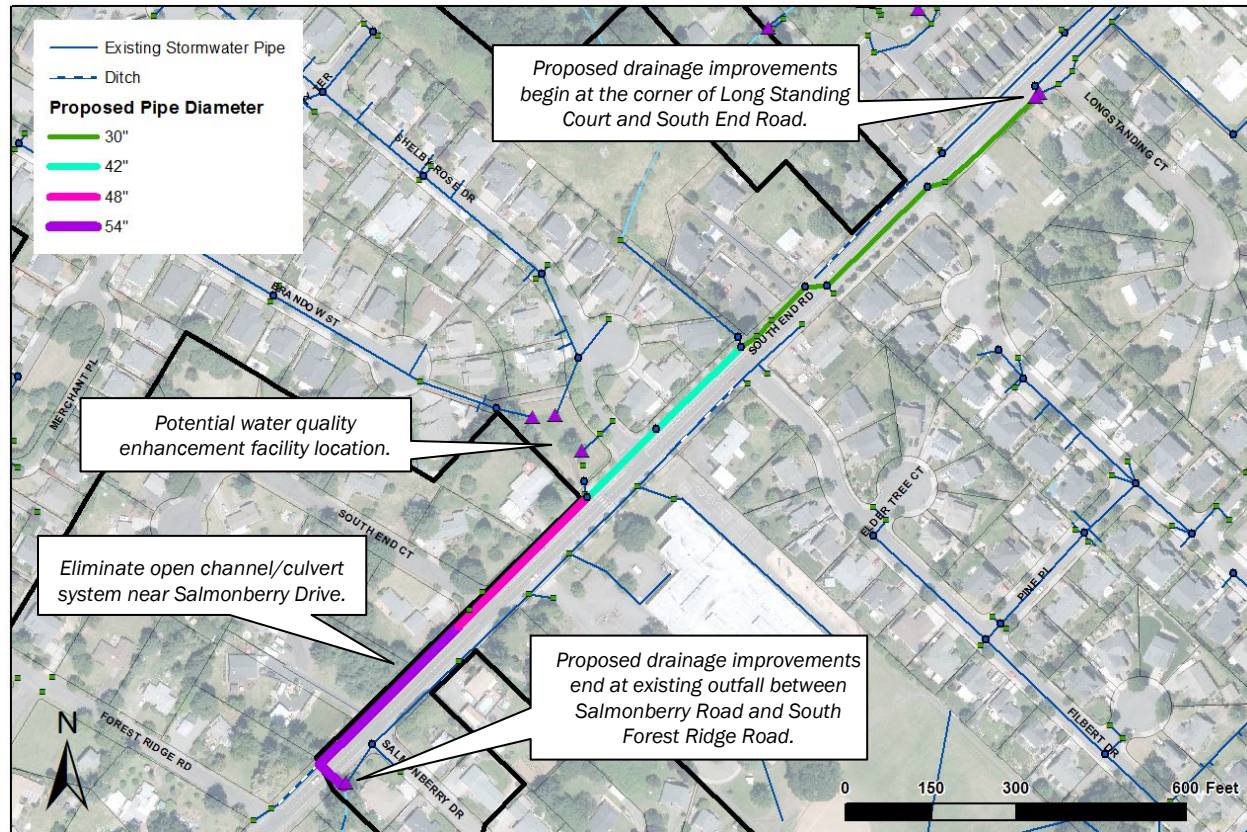
The table below is provided to show the details of the planning level design and estimates for pipe size and invert elevations (this information should be considered planning level only and a formal design and analysis is needed). The table is color coded based on proposed pipe diameter.

Planning Level Infrastructure Data							
Link	Existing Diameter (in)	Proposed Diameter (in)	Proposed Length (ft)	US Node	DS Node	US Invert (ft)	DS Invert (ft)
Phase 1							
804813	12	30	157.0	33520	43469	82.29	72.34
804814	18	30	78.8	33519	33520	92.03	86.51
804815	18	36	124.1	33521	34704_WN_0300	68.67	65.37
806471	18	48	131.0	37118	37139_WN_0100	50.10	45.95
806474	18	54	123.1	37139_WN_0100	37142	45.72	45.03
808623	18	54	41.5	37142	41009	44.93	44.67
808624	18	54	19.1	43300	43301	43.51	43.61
812692	18	54	119.5	41009	43300	44.57	43.61
812695	18	54	158.3	43301	39733	43.51	14.40
812816	18	36	39.8	43469	33521	72.10	68.87
Link54	18	36	132.7	34704_WN_0300	37118	65.33	50.40
Phase 2							
804969	8	24	247.9	33513_JA_0300	33519	115.62	92.23
806396	8	24	444.2	37054	33513_JA_0300	156.65	115.82
806401	8	24	131.5	37059	37054	173.67	156.85
806402	8	24	255.5	37062	37059	199.01	173.87
806406	8	24	30.6	37064	37062	202.22	199.21
Link45	N/A	18	276.4	34692_JA_1300	37087	242.56	238.80
Link46	N/A	18	256.7	37087	33491_JA_0200	238.60	228.79
Link47	N/A	18	259.8	33491_JA_0200	37064	227.98	202.42

Planning Level Infrastructure Data							
Link	Existing Diameter (in)	Proposed Diameter (in)	Proposed Length (ft)	US Node	DS Node	US Invert (ft)	DS Invert (ft)
Phase 3							
800781	18	24	159.3	34313	33514	159.19	152.53
801568	8	12	335.0	33504	33474	257.58	243.99
801573	12	18	15.0	33473	34769	220.25	215.90
804841	12	18	513.2	33475_JA_1000	33473	235.76	220.69
804846	12	18	64.5	33469	33508	185.00	179.71
804848	24	24	150.6	33514	33515	152.33	144.73
804851	18	24	256.1	33515	34191_JA_0100	144.53	116.45
808704	12	18	305.9	33474	33475_JA_1000	243.75	236.34
Link48	12	18	262.9	34769	33469	215.75	185.20
Link49	12	18	225.3	33508	34313	179.51	159.14
Link58	18	24	291.0	34191_JA_0100	34192	116.25	109.60
Link59	12	24	121.6	34192	41014	109.22	101.00
Link60	12	24	192.3	41014	33519	100.71	92.13
Phase 4							
804860	12	18	101.6	33517_WN_0400	33516	178.61	174.95
804861	12	18	211.6	33523	33517_WN_0400	192.64	178.81
804867	12	18	274.3	34311_WN_0500	33523	199.70	192.86
812475	12	18	29.8	36378	34534	163.75	162.54
812477	12	18	198.1	33516	36378	172.70	163.95
812478	12	18	100.6	34534	43051	162.24	159.21
812479	12	18	194.4	43051	43050	159.11	150.99
Link55	12	18	249.5	43050	Node58	150.49	123.22
Link56	12	18	122.1	Node58	Node59	123.02	110.16
Link57	12	18	257.4	Node59	33521	109.96	83.08

Capital Project Fact Sheet

Project Name: South End Road Stormwater Improvement



Project Identifier	CIP 2
Project Name	South End Road Stormwater Improvement
Detailed Location	South End Road between Rose Road and South Forest Ridge Road Structures 33535 to 39582
Model File	Model FU3_SE4.xp
Objective(s) Addressed	Flood Reduction

Project Background

Flooding issues along South End Road were identified during the watershed problem identification workshop and as part of the City asset review. Near Rose Road, the existing pipe system transitions from a 30 Inch pipe down to a 12 Inch pipe, possibly as a prior flow control mechanism. Modeling of the storm system revealed significant flooding, especially in areas where downstream pipe segments were smaller than upstream pipes. Flooding occurs in the open channels when modeled with the 2-year storm event.

Project Description

Replace the existing open channel/culvert system with a closed pipe from Rose Road to the outfall between Salmonberry Drive and South Forest Ridge Road. Upsize and extend the drainage system to convey the 25-year peak flows for full buildout. The project will eliminate the existing open channel/culvert system near Salmonberry Drive.

Planning level design assumes proposed structures will be placed in the same locations as the existing manholes, spaced no more than 400 feet apart. The project includes installation of 800 LF of 30 inch pipe, 380 LF of 42 inch pipe, 325 LF of 48 inch pipe, and 400 LF of 54 inch pipe. The project includes 7 manhole structures, 2 are proposed and 5 existing manholes will be utilized. The project also assumes installation of 7 catch basins with a total of 140 feet of 12-inch connecting laterals to accommodate future road widening.

Capital Project Fact Sheet

Project Name: South End Road Stormwater Improvement

Design Considerations

South End Road is identified as an area for future roadway improvements. The drainage system installation should be planned as part of roadway reconstruction project or drainage system design should account for future roadway widths and curb/sidewalk locations. Detailed topographic survey is needed to conduct final engineering evaluation to determine the appropriate invert elevations and pipe diameters to maintain necessary cover depth in this flat terrain.

The downstream open channel, south of South End Road will require a capacity assessment prior to upsizing. Due to the existing undersized pipe system, the open channel is currently not experiencing peak flows and may need additional stabilization to manage peak flows.

This project has also been identified as a possible location for a water quality enhancement facility, which has been included in the cost estimate as a lump sum item. The enhancement could include an upgrade to the tract adjacent to South End Road or the installation of dispersed facilities along the roadway alignment.

Planning-level Cost Estimate

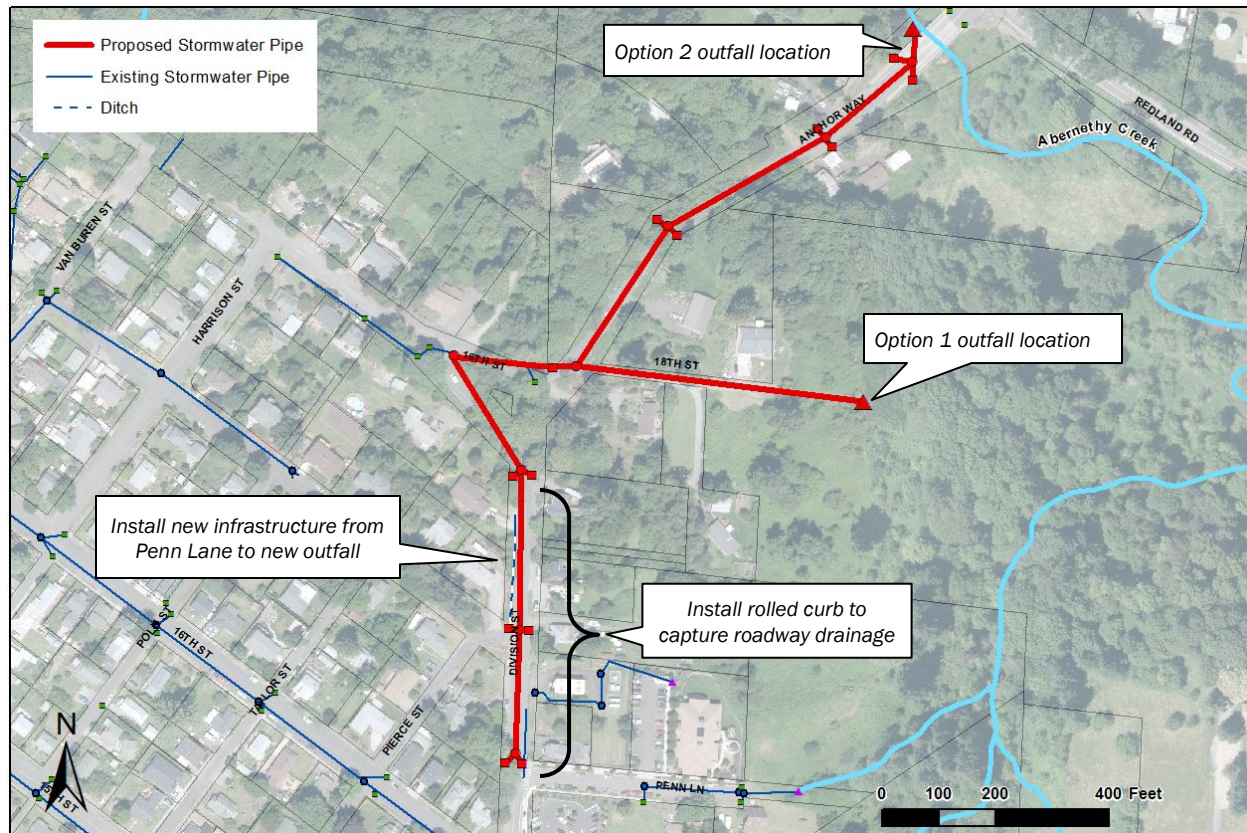
Capital Expense Total (including contingency)	\$2,292,000
Engineering and Permitting (15%)	\$344,000
Market Climate (10%)	\$229,000
Construction Administration (15%)	\$344,000
Capital Project Implementation Cost Total*	\$3,209,000

* Planning level cost estimates estimated in 2019 dollars, rounded to the nearest thousand. Project cost does not include property or easement acquisitions.

Additional Project Information

The table below is provided to show the details of the planning level design and estimates for pipe size and invert elevations (this information should be considered planning level only and a formal design and analysis is needed).

Planning Level Infrastructure Data							
Link	Existing Diameter (in)	Proposed Diameter (in)	Proposed Length (ft)	US Node	DS Node	US Invert (ft)	DS Invert (ft)
800101	Open Channel	30	220	38963	30628	450.92	449.2
800102	Open Channel	30	60	40224	28962	448.92	448.12
800823	30	30	250	33801	33800	446.64	440.73
800824	18	30	35	30628	33801	448.12	446.74
801783	12	30	40	33800	42854	440.52	439.65
802787	18	30	35	38962	38963	449.2	448.92
Link31	12	30	160	42854	34365_SE_1100	439.45	435.74
Link41	54	42	380	34365_SE_1100	34761_SE_0900	434.74	431.57
Link42	48	48	325	34761_SE_0900	38973_SE_0800	431.07	428.38
Link43	Open Channel	54	340	38973_SE_0800	Node75	427.88	426.16
Link44	36	54	60	Node75	Node76	425.95	425.66



Project Identifier	CIP 3
Project Name	Division Street Infrastructure Improvements
Detailed Location	Division Street from Penn Lane to S Anchor Way
Model Connection	N/A
Objective(s) Addressed	Insufficient Infrastructure

Project Background

The City has identified insufficient infrastructure along Division Street near Penn Lane. Roadway drainage is currently managed through a series of ditches and culverts routing flow northward down Division Street, Anchor Way and 18th Street. Roadways occasionally experience flooding.

Project Description

The proposed project would pipe runoff from Division, Anchor Way and the associated catchments to one of two potential outfall locations toward Abernethy Creek. Both options include the same proposed infrastructure from Penn Lane downstream to the intersection of 18th Street and Anchor Way.

From the 18th Street and Anchor Way intersection, the Option 1 outfall location routes the storm system east of Anchor Way along 18th Street towards Abernethy Creek. 18th Street is an unimproved easement or existing right-of-way which will enable pipe and outfall to be constructed. Site conditions at the east end of 18th Street appear favorable for an outfall location. With this option, the proposed infrastructure will include the installation of approximately 1400 LF of 12-inch pipe, 7 catch basins with an associated 140 LF of inlet leads, 4 manholes, and an outfall structure. The project will require installation of rolled asphalt curbs along both sides of Division Street from Penn Lane to 18th Street.

The Option 2 outfall location routes the storm system northeast along Anchor Way towards the outfall at Abernethy Creek. In addition to the infrastructure necessary for option 1, this option will require the installation of an additional 500 LF of 12-inch pipe, 6 catch basins with an associated 120 LF of inlet leads, and 3 manholes.

Design Considerations

Option 1 would require slope stability analysis to verify that the proposed outfall would not contribute to hillside erosion. Option 2 is the preferred option because it uses an existing right-of-way alignment. Option 2 could also include improvements to address drainage concerns and pavement condition along Anchor Way.

Only preliminary calculations have been performed to identify conceptual pipe sizing. Design should verify pipe capacity needs, pipe location in right of way, outfall location and limits of rolled curb.

Detailed topographic survey is needed to conduct final engineering evaluation to determine the appropriate invert elevations and pipe diameters to maintain necessary cover depth.

Planning-level Cost Estimate (Option 1 Outfall Location)

Capital Expense Total (including contingency)	\$550,000
Engineering and Permitting (15%)	\$82,000
Market Climate (10%)	\$56,000
Construction Administration (15%)	\$82,000
Capital Project Implementation Cost Total*	\$770,000

Planning-level Cost Estimate (Option 2 Outfall Location)

Capital Expense Total (including contingency)	\$701,000
Engineering and Permitting (15%)	\$105,000
Market Climate (10%)	\$70,000
Construction Administration (15%)	\$105,000
Capital Project Implementation Cost Total*	\$981,000

* Planning level cost estimates estimated in 2019 dollars, rounded to the nearest thousand. Does not include property or easement acquisitions.

Additional Project Information

Images of the study area are included below.



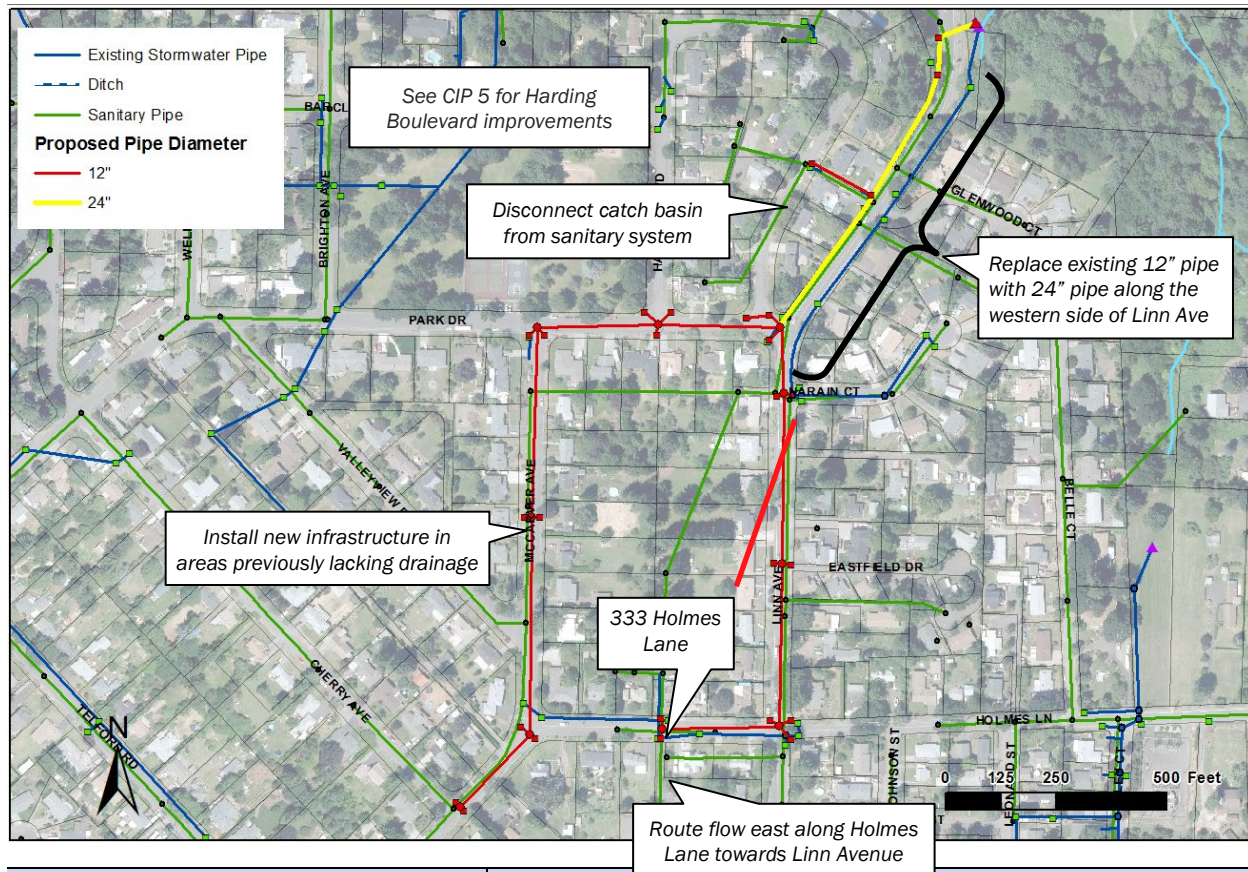
Figure 1: Option 1 outfall location



Figure 2: View from Option 2 outfall location west towards Anchor Way

Capital Project Fact Sheet

Project Name: Rivercrest Neighborhood Infrastructure Improvements



Project Identifier	CIP 4
Project Name	Rivercrest Neighborhood Infrastructure Improvements
Detailed Location	Linn Avenue between Holmes Lane and Park Drive
Model File	N/A
Objective(s) Addressed	Insufficient Infrastructure

Project Background

Portions of the Rivercrest Neighborhood lack a storm drain system. Drainage along Holmes Lane between McCarver and Linn Avenue currently discharges to an open channel near the northwest corner of 333 Holmes Lane. This open channel flows, to the north, through multiple backyards approximately along the existing sanitary sewer line and terminates near the intersection of Linn Ave and Park Drive. Two existing 12-inch stormwater pipes, providing stormwater conveyance along Linn Avenue north of Park Drive do not have capacity for the catchment based on modeling results.

Project Description

New storm infrastructure is proposed along Linn Ave, McCarver Avenue, Holmes Lane and Park Drive. The drainage discharging at 333 Holmes Lane will be rerouted east along Holmes Lane to a structure at the intersection with Linn Avenue where it will flow north towards Park Drive. The existing conveyance line in Linn Avenue will be replaced with a single, larger pipe along the west side of the road which will discharge into Singer Creek. The western side of Linn Avenue is the preferred drainage route because it has the wider roadway shoulder.

In addition, the single catch basin on Harding Blvd will be disconnected from the sanitary sewer and routed south east between the two homes to Linn Avenue.

The project includes 2,800 LF of 12-inch pipe along McCarver Avenue, Park Drive, Holmes Ln, and Linn Avenue and 900 LF of 24-inch pipe on Linn Avenue north of Park Drive. A total of 10 manhole structures will be installed, with the manhole at the intersection of Linn Avenue and Holmes Ln reaching a depth of approximately 15-20 feet. 27 catch basins and 440 feet of 12-inch inlet leads will also be installed.

Design Considerations

Capital Project Fact Sheet**Project Name: Rivercrest Neighborhood Infrastructure Improvements**

Only planning level calculations have been performed to identify conceptual sizing. Detailed topographic survey is needed to conduct final engineering evaluation to determine the appropriate invert elevations and pipe diameters to maintain necessary cover depth in this flat terrain.

Outfall inspections may be necessary for the proposed 24" pipe across Linn Avenue due to the increased flow associated with the additional infrastructure. A more suitable outfall location may be considered if the current proposed location is not stable enough to accommodate the larger peak flows.

Coordination with the SS Master Plan is recommended to avoid utility conflicts and multiple impacts to the same roadway segments.

Planning-level Cost Estimate

Capital Expense Total (including contingency)	\$1,734,000
Engineering and Permitting (15%)	\$260,000
Market Climate (10%)	\$174,000
Construction Administration (15%)	\$260,000
Capital Project Implementation Cost Total*	\$2,428,000

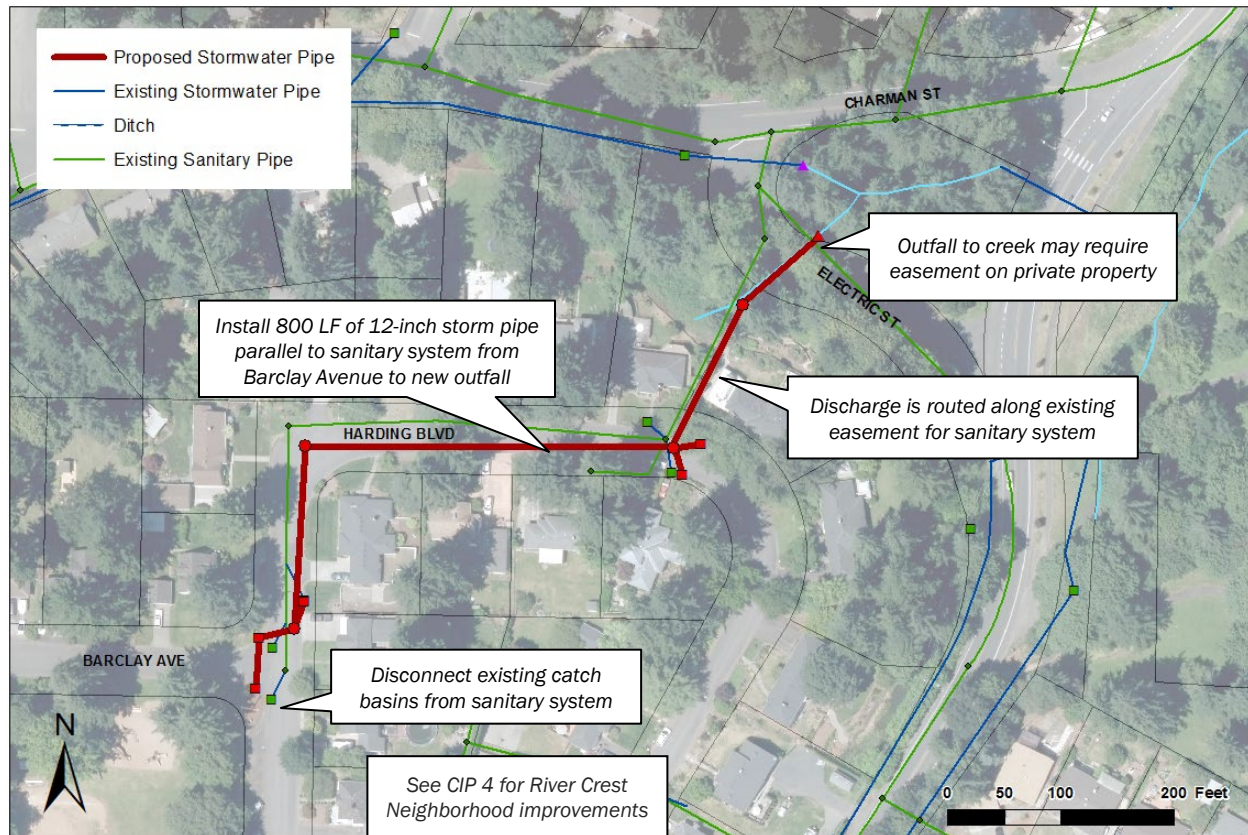
* Planning level cost estimates estimated in 2019 dollars, rounded to the nearest thousand. Project cost does not include property or easement acquisitions.

Additional Project Information

Figure 1: Drainage outfall location behind 333 Holmes Lane

Capital Project Fact Sheet

Project Name: Harding Boulevard Sanitary Disconnect



Project Identifier	CIP 5
Project Name	Harding Boulevard Sanitary Disconnect
Detailed Location	Harding Blvd from Barclay Ave to Linn Ave
Model File	N/A
Objective(s) Addressed	Disconnect stormwater from sanitary collection system

Project Background

Five catch basins are currently connected to the sanitary system along Harding Boulevard north of Barclay Avenue. This area has been identified as a contributor to sanitary sewer infiltration and inflow. This area is adjacent to CIP 4, which includes the installation of new stormwater infrastructure in the River Crest Neighborhood.

Project Description

Five catch basins will be disconnected from the sanitary collection system, redirecting roadway runoff and associated drainage to a proposed stormwater conveyance system with an outfall to Singer Creek. 800 LF of 12-inch will be installed parallel to the existing sanitary system. The project will include 4 manholes and assumes installation of 5 inlet structures with a total of 100 LF of 12-inch connecting laterals.

Design Considerations

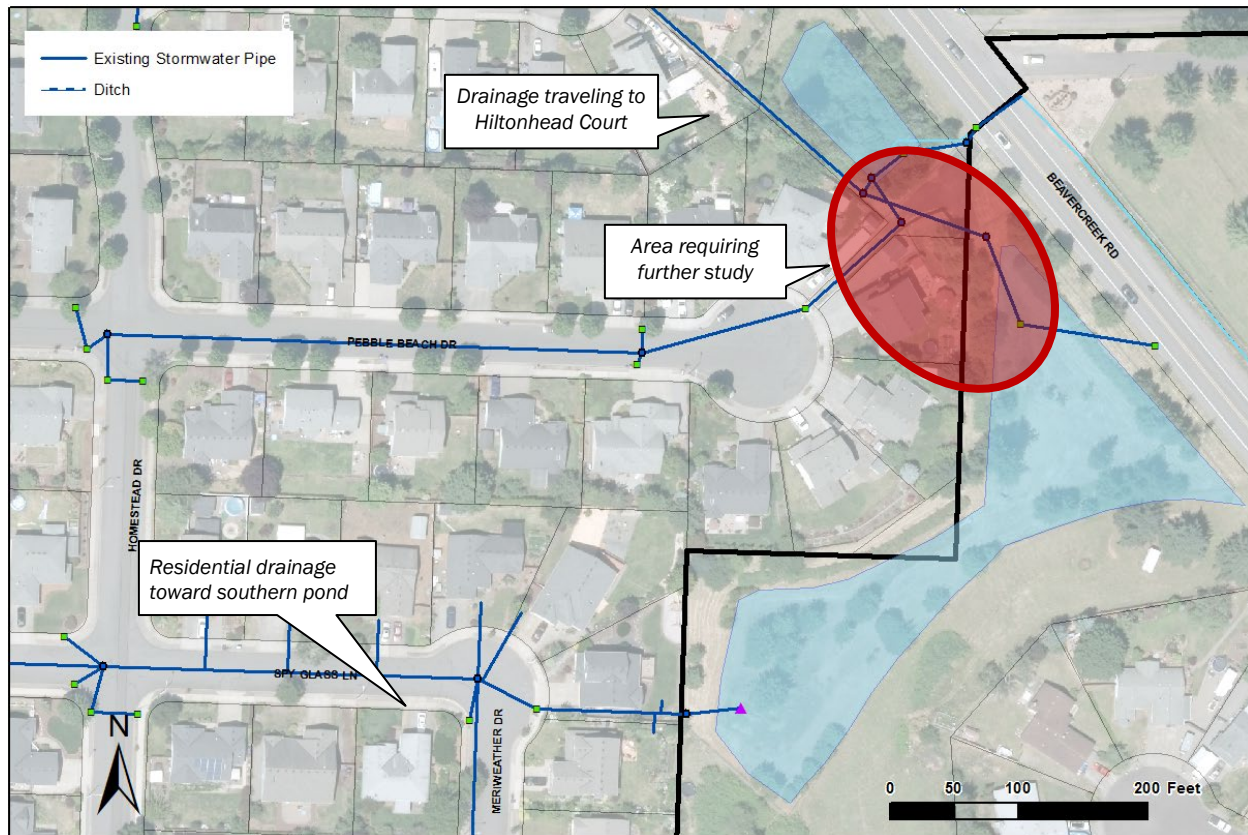
The outfall will discharge to private property at the corner of Electric St and Linn Ave. An easement exists between 170 Harding Blvd and 178 Harding Blvd for the sanitary system which will be used for the new stormwater pipes. However, a new easement may be needed for the outfall at Electric St. A new easement may be necessary for the private property outfall north of Electric Street.

Detailed topographic survey is needed to conduct final engineering evaluation to determine the appropriate invert elevations and pipe diameters to maintain necessary cover depth in this flat terrain. Final design will need to address potential utility conflicts and proposed catch basin locations.

Capital Project Fact Sheet**Project Name: Harding Boulevard Sanitary Disconnect**

Planning-level Cost Estimate	
Capital Expense Total (including contingency)	\$331,000
Engineering and Permitting (15%)	\$50,000
Market Climate (10%)	\$33,000
Construction Administration (15%)	\$50,000
Capital Project Implementation Cost Total*	\$464,000

**Planning level cost estimates estimated in 2019 dollars, rounded to the nearest thousand. Does not include property or easement acquisitions.*



Project Identifier	CIP 6
Project Name	Pebble Beach Pond Retrofit
Detailed Location	Near 15083 Pebble Beach Road
Model Connection	N/A
Objective(s) Addressed	Flooding
Project Background	

Two stormwater management ponds are located near Thayer Court, adjacent to Beaver Creek Road. During the watershed problem identification workshop, City staff indicated that the ponds are not working as intended with only one pond filling during storm events. During a site visit in March 2017, the small pond appeared to have a plugged outlet, as the water elevation was high and the emergency overflow was moving water into the outlet structure. The larger pond did not have any standing water and does not appear to provide detention or flow control.

Residential stormwater from the south contributes to the larger pond and from one inlet along Beaver Creek Road. Most Beaver Creek Road runoff contributes to the smaller pond. A portion of residential stormwater from Pebble Beach Drive discharges to the outfall structure of the small pond and therefore receives no treatment via the pond. The two ponds are isolated hydraulically but share a manhole, downstream of each pond, prior to being conveyed northwest toward Hiltonhead Court. Both ponds have deep risers in the emergency overflow structure with an orifice at the bottom.

Project Description

These two ponds could be optimized/retrofit to improve water quality treatment and flow control. The goals of optimization include: better utilization of storage for flow control, increase water quality treatment capacity and improve maintenance access.

Further study is recommended for these ponds to determine the nature of the inputs and existing infrastructure to appropriately inform a design that would increase water quality treatment, reduce flooding, reduce maintenance and provide some flow control by updating the orifice structures.

Design Considerations

There are no design recommendations.

Planning-level Cost Estimate

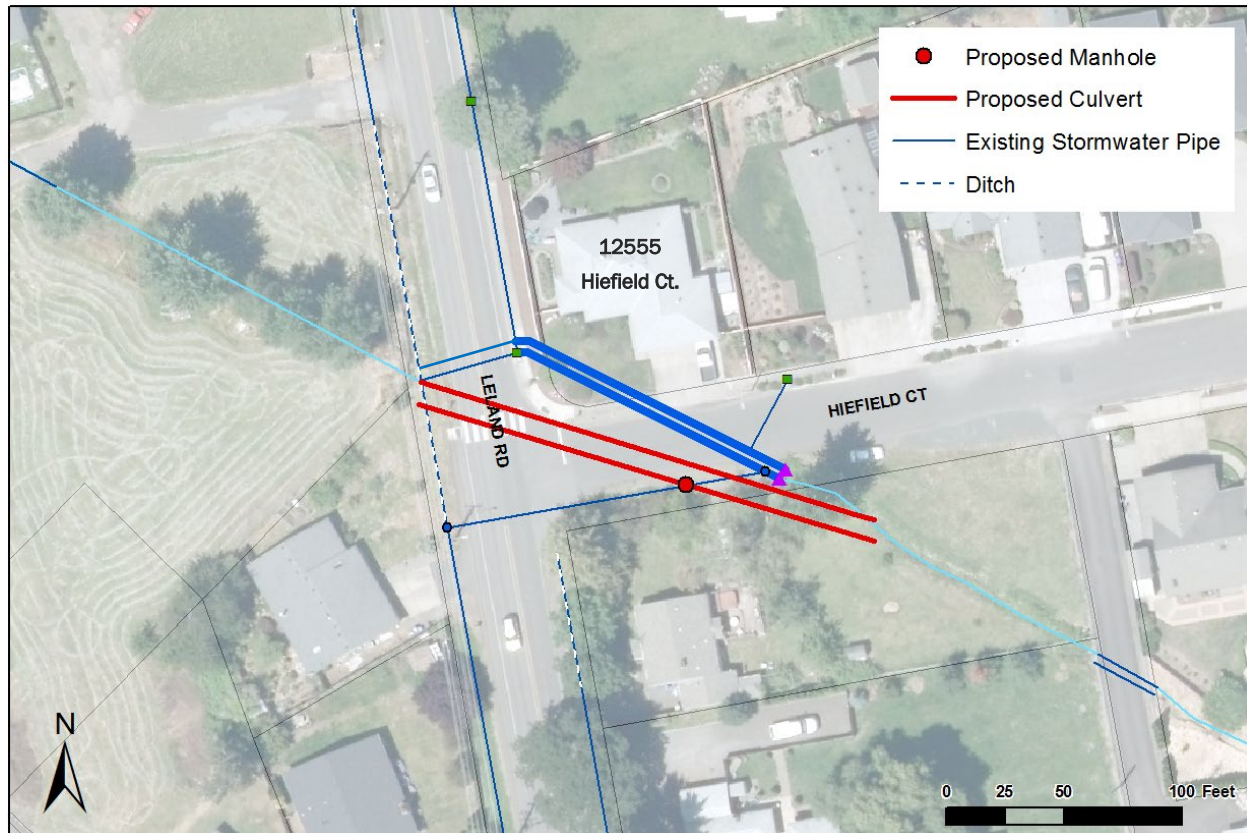
Capital Expense Total (including contingency)	\$460,000
Engineering and Permitting (30%)* *	\$138,000
Market Climate (10%)	\$46,000
Construction Administration (15%)	\$69,000
Capital Project Implementation Cost Total*	\$713,000

* Planning level cost estimates estimated in 2019 dollars, rounded to the nearest thousand. Cost does not include property or easement acquisitions.

** Engineering and Permitting is 30% to allow for hydrologic and hydraulic assessment prior to engineering.

Capital Project Fact Sheet

Project Name: Hiefield Court Culvert Improvements



Project Identifier	CIP 7
Project Name	Hiefield Court Culvert Improvements
Detailed Location	Culvert crossing at Hiefield Court and Leland Road
Model File	N/A
Objective(s) Addressed	Localized flooding
Project Background	

The two existing culverts across Hiefield Court and Leland Road are prone to flooding at the inlet along Leland Road. The dual culvert begins on the west side of Leland Road with two 24" pipes. The culverts appear to have very low slope and minimal cover. The north 24" inch drains to a large structure at the east side of Leland Road where the system transitions to 30". The 30" pipe conveys runoff under the corner of the adjacent private lot to the outfall on the south side of Hiefield Court. The south 24" pipe drains to an inlet structure and is parallel to the north line. A 30" pipe exits the inlet structure and parallels the north line to the outlet. Just before the outlet a 24" pipe enters the southern 30" as shown in the figure above.

The inlet of the two 24" culverts is not optimized to reduce inlet losses and the sharp bend in the structure on the east side of Leland Road does not optimize the movement of water downstream. Updating the channel alignment and reducing entrance/structure losses may alleviate the flooding currently occurring along the west side of Leland Road.

Project Description

Potential improvements include:

- Updating the inlet with wing walls to reduce head loss and reworking the pipe alignment such that the channel is in line with the culverts to facilitate the movement of water downstream,
- Adjusting the location of the 24" pipe that connects to the 30" such that the pipe has a separate outfall to the open channel drainage system.
- Replacing existing culverts with upsized culverts as shown in figure above.

The project should include a detailed hydrologic and hydraulic analysis (model) of this culvert system to determine the existing capacity and the optimal configuration and ensure that the proposed design can convey the design event for the contributing catchment.

Capital Project Fact Sheet

Project Name: Hiefield Court Culvert Improvements

Design Considerations

Any overtopping of the culverts should be directed to Hiefield Court and away from the home at 12555 Hiefield Court. Limited cover over the culvert may be a considerable design constraint.

Planning-level Cost Estimate

Capital Expense Total (including contingency)**	\$460,000
Engineering and Permitting (25%)	\$138,000
Market Climate (10%)	\$46,000
Construction Administration (15%)	\$69,000
Capital Project Implementation Cost Total*	\$713,000

* Planning level cost estimates estimated in 2019 dollars, rounded to the nearest thousand. Does not include property or easement acquisitions.

** Cost estimate based on culvert replacement.

Additional Project Information

Images of the study area are included below.



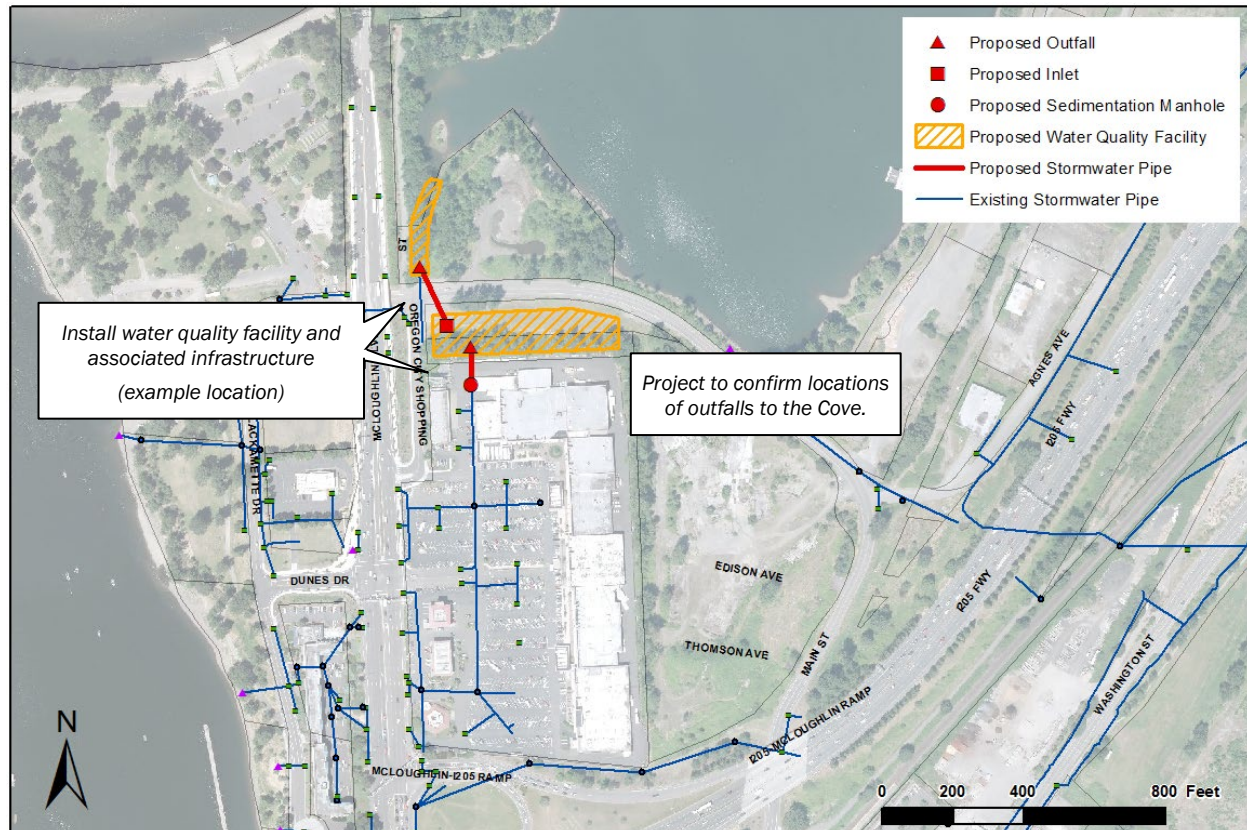
Figure 1: Downstream end of culverts south of Hiefield Court



Figure 2: Inlet of culverts west of Leland Road

Capital Project Fact Sheet

Project Name: The Cove Water Quality Improvements



Project Identifier	CIP 8
Project Name	The Cove Water Quality Improvements
Detailed Location	Linn Avenue between Holmes Lane and Park Drive
Model File	N/A
Objective(s) Addressed	Water Quality
Project Background	

Stormwater entering Clackamette Cove is primarily runoff from industrial, commercial and other land use that can generate high pollutant loads. The areas were developed prior to water quality requirements, so the discharge entering the cove is primarily untreated.

Previous studies have identified significant water quality concerns in the cove, including algal blooms. Limited connection to the Clackamas River results in little circulation and turnover which contributes to the water quality concerns.

The area surrounding the cove is of high interest for development and redevelopment, due to the proximity to the rivers and large land parcels. As the surrounding property redevelops, more attention is placed on this water body and its use for recreation and habitat enhancement. Improving water quality from the contributing catchments has become a priority.

Project Description

Water quality treatment of Oregon City Shopping Center, located at the intersection of McLoughlin Blvd and Dunes Dr., will be the primary goal of this project. Treatment may occur along the north sides of the shopping center and/or to the north, across Main Street, prior to the outfall into Clackamette Cove. Preliminary water quality facility sizing, utilizing the BMP sizing tool, for the entire shopping center results in a treatment area of 11,000 square feet.

The water quality area shown in the figure above is not intended to show this size but to provide potential areas for facility placement. Existing onsite drainage infrastructure should be determined prior to formal adoption of where treatment will occur. Treatment of the parking lot drainage will be key to making significant change to the effluent water quality discharging to The Cove, which should be the priority for treatment and rerouting of existing storm infrastructure to the proposed water quality facility.

Capital Project Fact Sheet**Project Name: The Cove Water Quality Improvements****Design Considerations**

The location and depth of existing stormwater infrastructure will be critical to the success of rerouting runoff to a treatment facility. Survey will be required. Wetland delineation and permitting may be needed for the area north of Main St. if wetlands exist in the area identified for a water quality facility.

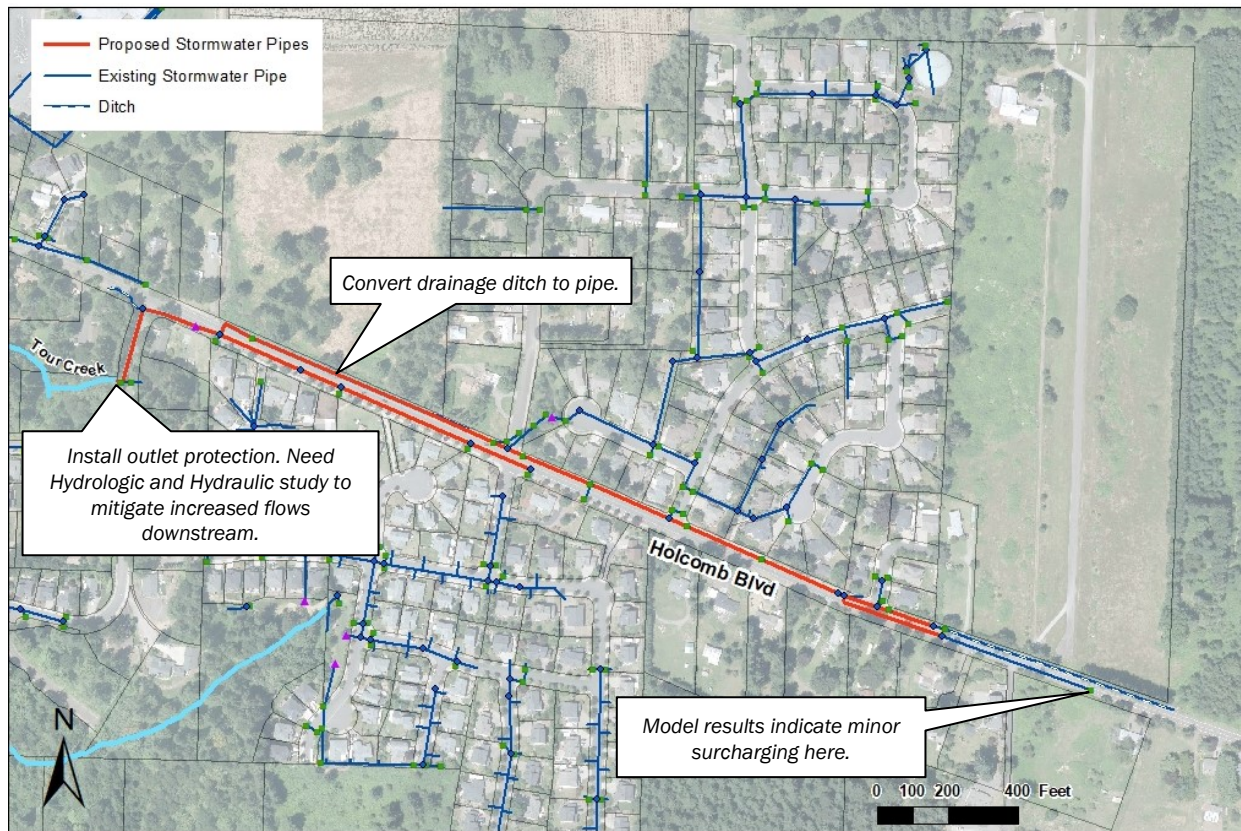
The specific design for the water quality retrofit could include a large regional facility as shown above. Other options include dispersed treatment filters throughout the parking area, a smaller rain garden or planters throughout the contributing drainage basin, or a combination of these. The area shown above is one such concept, developed to establish a cost estimate.

Planning-level Cost Estimate

Capital Expense Total (including contingency)*	\$406,000
Engineering and Permitting (25%)	\$101,000
Market Climate (10%)	\$40,000
Construction Administration (15%)	\$61,000
Capital Project Implementation Cost Total**	\$608,000

*Includes hydrologic & hydraulic modeling and survey. Does not include property or easement acquisitions.

**Planning level cost estimates estimated in 2019 dollars, rounded to the nearest thousand.



Project Identifier	CIP 9
Project Name	Holcomb Boulevard Capacity Improvements
Detailed Location	Holcomb Blvd from Kittyhawk Ave to Outfall at Tour Creek
Model File	FU3_HO1_v2019_25yr.xp
Objective(s) Addressed	Provide conveyance for the 25-year storm event and mitigate for future development

Project Background

Private development at Abernethy Landing recently made stormwater improvements to this stretch of Holcomb, adding a parallel conveyance line tied into the existing drainage system. Hydrologic and Hydraulic analysis of this area has revealed deficiencies in both the recently installed segments, as well as with existing infrastructure to the west. This area has projected future development and potential connections from Park Place Concept area. The Holcomb Boulevard system culminates with discharge to Tour Creek.

Project Description

The project includes the upsizing of approximately 4000 linear feet of pipe, as well as outlet and channel protection for Tour Creek. The new conveyance system will range from 24-inch pipe east of Jada Way and increase to 42-inch pipe at the outlet, as well as upsizing to the drainage line on the south side of Holcomb, from 12- to 15-inches. The project would replace approximately 550 LF of open channel with a closed conveyance system, allowing for future upgrades to Holcomb Boulevard. Portions of the drainage system between Jada Way, and the previously open channel segment are steep (between 4.5 and 12%), causing the upper end of the watershed to drain quickly, but putting added conveyance needs on the lower, flatter, portion of the system.

Design Considerations

Preliminary model results indicate a significant increase to the peak flow to Tour Creek, which warrants further study in order to confirm these results, as well as to provide a basis for mitigating the downstream impacts of the project. Project design should include detailed hydrologic evaluation to predict flow volumes and velocities for the design of outlet/erosion control measures.

Modeling results indicated minor surcharging at most upstream node along south-side main line on Holcomb (see callout) during 25-year event. This segment can be upsized from 15" to 18" to eliminate this surcharging and meet Oregon City design standards for a cost of approximately \$90,000. Final design of system should consider refining pipe size, material, slopes, and depth to find most cost-effective solution to meet design objectives.

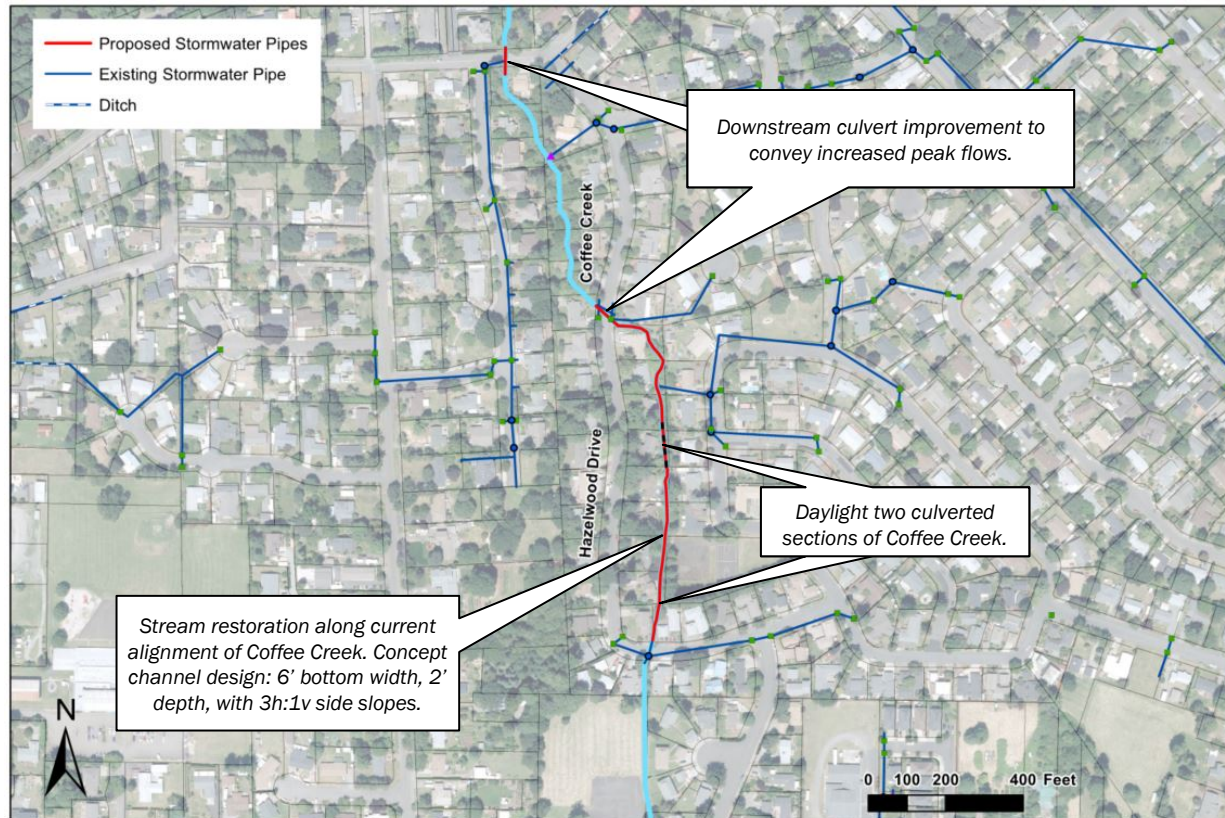
Planning-level Cost Estimate

Capital Expense Total (including contingency)	\$2,781,000
Engineering and Permitting (15%)	\$417,000
Market Climate (10%)	\$278,000
Construction Administration (15%)	\$417,000
Capital Project Implementation Cost Total*	\$3,893,000

**Planning level cost estimates estimated in 2019 dollars, rounded to the nearest thousand. Does not include property or easement acquisitions.*

Capital Project Fact Sheet

Project Name: Coffee Creek Capacity Improvements



Project Identifier	CIP 10
Project Name	Coffee Creek Stream Restoration
Detailed Location	Coffee Creek through Hazelwood Drive neighborhood between two Hazelwood Drive culverts.
Model File	FU3_CO1_Alt3_v05.xp
Objective(s) Addressed	Restore stream for improved water quality and stream stability. Provide additional conveyance during larger storm events to mitigate flooding issues on residential properties.

Project Background

Residents in the Hazelwood neighborhood have regularly complained of flooding issues during storm events. Due to prior development around Coffee Creek, the stream is routed through a series of pipes, culverts, and man-made channels of varying size. The existing system is located on private property, and is constricted through culverts twice within this stretch, creating uncertainty around maintenance responsibility and access. The system ranges from 48-inches in diameter at the upstream (southern) culvert crossing Hazelwood Drive, down to 24-inches at some points, causing chokepoints and localized flooding. The existing system has several unique drainage structures that are susceptible to debris accumulation.

In order to provide some relief for residents in this vicinity, the City is proposing a stream restoration project through the existing Coffee Creek alignment to provide additional channel capacity, stabilize the creek, and improve water quality.

Project Description

The project includes the removal of two culverts along the Coffee Creek alignment on private property with a combined length of approximately 120 feet. The preliminary concept design is based on installation of a uniform channel cross section, sized to have a 6 foot bottom width, 2 foot depth, and 3h:1v side slopes. Final design should include adjustments to channel cross section to match individual lot topography and create a varied and meandering channel.

The project includes approximately 870 linear feet of stream restoration, as well as downstream improvements to increase culvert sizes at the Hazelwood and Barker Ave crossings.

Capital Project Fact Sheet

Project Name: Coffee Creek Capacity Improvements

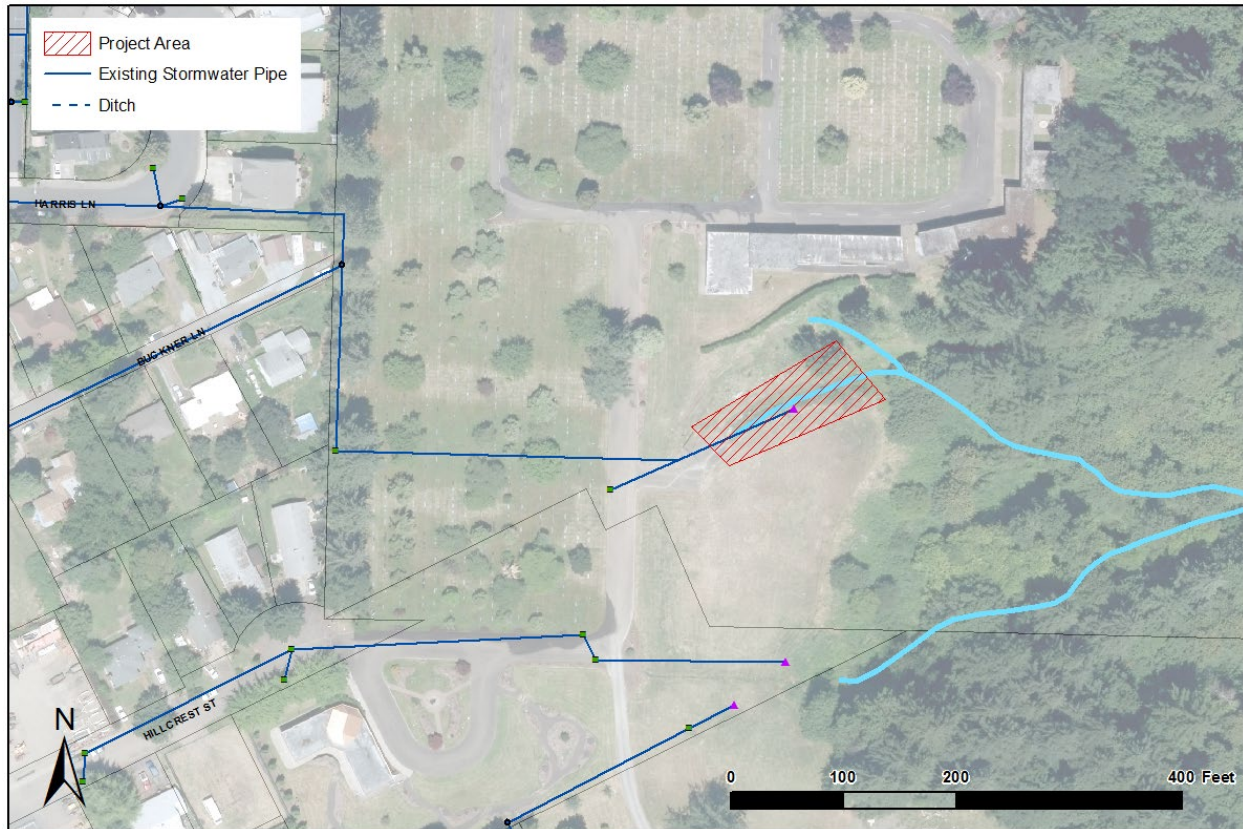
Design Considerations

The concept channel designed here is sized to provide conveyance for the 25-year design storm. A complete design is contingent upon survey of the area and space constraints. Buy-in from local residents will be necessary to complete construction on private property. Downstream impacts from an increased peak flow rate will need to be mitigated through upstream green infrastructure, up-sizing of downstream infrastructure, the installation of in-line flood storage, or a combination of these. Previous sanitary system work on Hazelwood Drive should provide valuable information on local geology that may impact construction costs and methods.

Planning-level Cost Estimate

Capital Expense Total (including contingency)	\$783,000
Engineering and Permitting (15%)	\$117,000
Market Climate (10%)	\$79,000
Construction Administration (15%)	\$117,000
Capital Project Implementation Cost Total*	\$1,096,000

*Planning level cost estimates estimated in 2019 dollars, rounded to the nearest thousand. Does not include property or easement acquisitions.



Project Identifier	CIP 11
Project Name	Scattering Canyon Stormwater Improvement
Detailed Location	Mountain View Cemetery (500 Hilda Street)
Model File	N/A
Objective(s) Addressed	Erosion, Infrastructure Needs, Water Quality

Project Background

Scattering Canyon is located along a tributary to Newell Creek in the Mountain View Cemetery property. This area is often a place where ashes are scattered in the creek and is used by family and friends of the deceased. The creek has been experiencing hydromodification in the form of severe incision near the outfall and erosion further downstream resulting in a less than desirable setting. The pipe outfall at the start of the tributary conveys stormwater from roads and residential areas upstream.

Project Description

The project will consist of multiple improvements to Scattering Canyon. The current eroding channel will be modified to provide water quality treatment with 195 LF of 6-inch perforated underdrain pipe in the canyon to enhance water quality treatment. A diversion structure and pollution control manhole will direct water quality flows to the swale and divert high flows to an outfall further downstream via a new stormwater conveyance system consisting of two manholes and 250 LF of 12-inch pipe. Large boulders and vegetation will be placed near the existing outfall to prevent further incision. Multiple boulder check dams or steps will be installed in the swale for flow control to reduce erosive energy and provide a more approachable setting for visitors. The existing dirt road will have some minor regrading and will be paved with geo-grid grass pavers. Native trees and vegetation will also be planted with temporary irrigation as part of this project.

Design Considerations

Only 30% level design has been performed to identify conceptual plans. Detailed topographic survey and hydraulic modeling is needed to conduct final engineering evaluation to determine the appropriate invert elevations and verify pipe diameters to maintain necessary cover and convey the design event for the stormwater system.

Planning-level Cost Estimate

General Requirements	\$60,000
Earthwork	\$170,000
Storm Utilities	\$65,000
Landscaping/Irrigation	\$65,000
Site Furniture	\$19,000
10% Contingency	\$38,000
Capital Project Implementation Cost Total*	\$417,000
Engineering and Permitting (20%)	\$83,000
Construction Administration (5%)	\$21,000
Capital Project Implementation Cost Total*	\$521,000

*Planning level cost estimates estimated in 2019 dollars, rounded to the nearest thousand. Project cost does not include property or easement acquisitions.

Additional Project Information

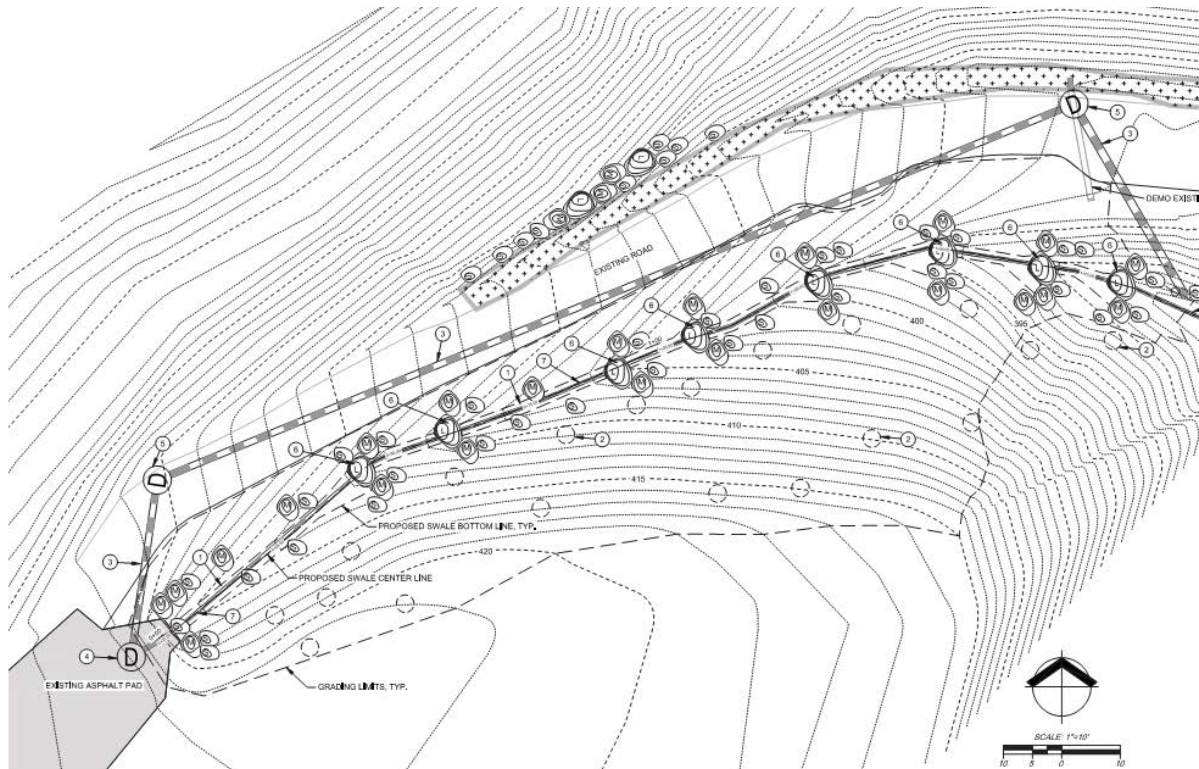
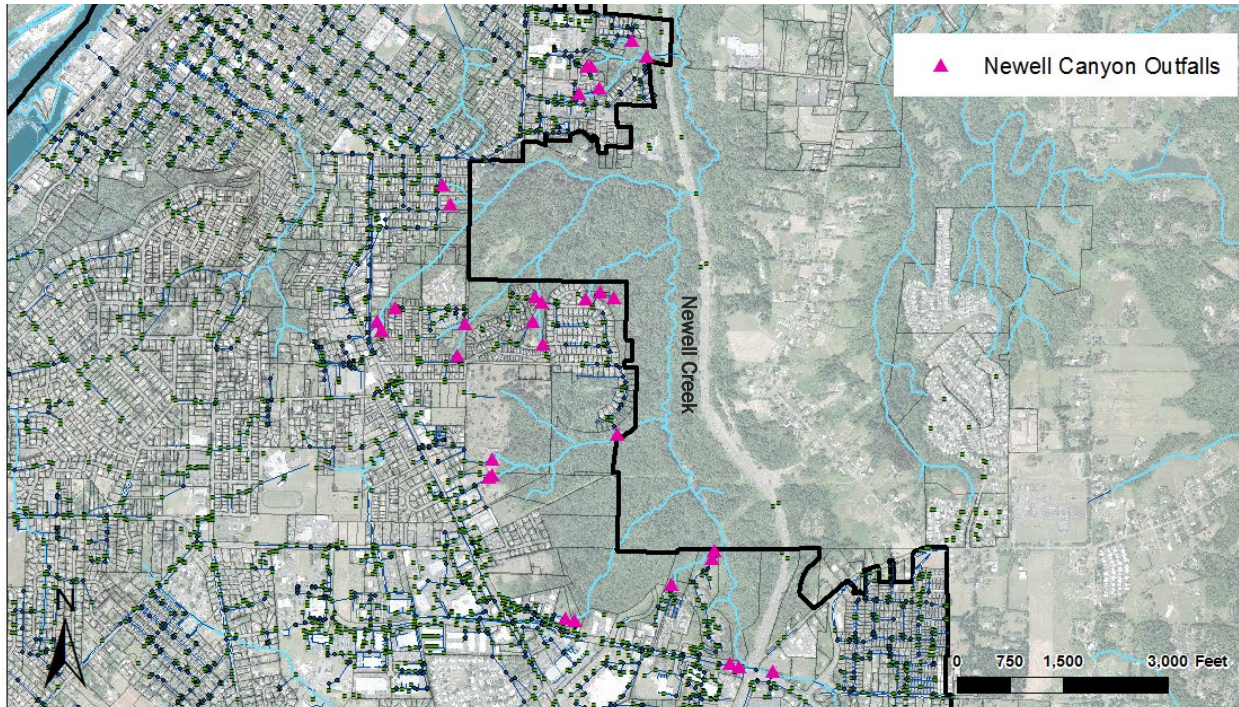


Image 1. Conceptual plan for Scattering Canyon



Project Identifier	CIP 12
Project Name	Newell Canyon Outfall Assessment
Detailed Location	Newell Creek
Model File	N/A
Objective(s) Addressed	Natural Systems, Infrastructure

Project Background

The area around Newell Creek, commonly referred to as Newell Canyon, has several locations where erosion, bank sloughing, and landslides have occurred during and following storm events. The canyon is largely protected from development because of Metro ownership and protection. However, prior development of the drainage area contributing to Newell Canyon has resulted in some degradation of the natural systems.

Newell Canyon has been established as a problem area that is characterized by steep slopes, erodible soils, and numerous stormwater outfalls and small drainage tributaries. The development in this watershed is generally lacks stormwater management facilities. The combination of development without flow control and highly erodible soils has resulted in observed stream incision, erosion at the outfalls, and severely altered stream channels. Newell Canyon hillsides have also experienced sloughing and small landslides, though those problems cannot be attributed solely to stormwater runoff. Newell Creek has some areas of severe downcutting and incision in the upper reaches of the creek but lower reaches of the creek through the base of the canyon seem to be well preserved.

Stream surveys and site visits in 2015 and 2016 by Brown and Caldwell staff documented areas where stormwater outfalls showed noticeable degradation. Outfalls showed visible increases in erosion and degradation over the course of 12 months. There is concern that ongoing degradation may lead to more significant bank and hillside stability problems.

Project Description

Further study is needed to evaluate the stormwater outfalls in the Newell Canyon area. This project includes conducting a widespread outfall assessment to evaluate stormwater outfalls, identify significant problem locations, and develop concept plans to stabilize degrading systems. The assessment should include the following:

Non-Residential Customer Examples

LOS 2: 3 Year

CUSTOMER	EXISTING (Present - Dec 2021) \$10.86	YEAR 1 (Jan 2022 - Dec 2022) \$12.54	YEAR 2 (Jan 2023 - Dec 2023) \$14.48	YEAR 3 (Jan 2024 - Dec 2024) \$16.73	YEAR 4 (Jan 2025 - Dec 2025) \$17.23	YEAR 5 (Jan 2026 - Dec 2026) \$17.75
Large Multi-family Apartment (297 DU) <i>Monthly Increase</i>	\$3,225	\$3,724 \$499	\$4,301 \$576	\$4,969 \$668	\$5,117 \$149	\$5,272 \$154
Large Shopping Center (270 DU) <i>Monthly Increase</i>	\$2,932	\$3,386 \$454	\$3,910 \$524	\$4,517 \$608	\$4,652 \$135	\$4,793 \$140
Church (78 DU) <i>Monthly Increase</i>	\$847	\$978 \$131	\$1,129 \$151	\$1,305 \$176	\$1,344 \$39	\$1,385 \$41
Middle School (76 DU) <i>Monthly Increase</i>	\$825	\$953 \$128	\$1,100 \$147	\$1,271 \$171	\$1,309 \$38	\$1,349 \$40
Hospital (53 DU) <i>Monthly Increase</i>	\$576	\$665 \$89	\$767 \$103	\$887 \$119	\$913 \$27	\$941 \$28
Church (37.7 DU) <i>Monthly Increase</i>	\$409	\$473 \$63	\$546 \$73	\$631 \$85	\$650 \$19	\$669 \$20
Small Multi-family Apartment (9 DU) <i>Monthly Increase</i>	\$98	\$113 \$15	\$130 \$17	\$151 \$20	\$155 \$5	\$160 \$5

LOS 2: 5 Year

CUSTOMER	EXISTING (Present - Dec 2021) \$10.86	YEAR 1 (Jan 2022 - Dec 2022) \$11.91	YEAR 2 (Jan 2023 - Dec 2023) \$13.08	YEAR 3 (Jan 2024 - Dec 2024) \$14.35	YEAR 4 (Jan 2025 - Dec 2025) \$15.75	YEAR 5 (Jan 2026 - Dec 2026) \$17.29
Large Multi-family Apartment (297 DU) <i>Monthly Increase</i>	\$3,225	\$3,537 \$312	\$3,885 \$347	\$4,262 \$377	\$4,678 \$416	\$5,135 \$457
Large Shopping Center (270 DU) <i>Monthly Increase</i>	\$2,932	\$3,216 \$284	\$3,532 \$316	\$3,875 \$343	\$4,253 \$378	\$4,668 \$416
Church (78 DU) <i>Monthly Increase</i>	\$847	\$929 \$82	\$1,020 \$91	\$1,119 \$99	\$1,229 \$109	\$1,349 \$120
Middle School (76 DU) <i>Monthly Increase</i>	\$825	\$905 \$80	\$994 \$89	\$1,091 \$97	\$1,197 \$106	\$1,314 \$117
Hospital (53 DU) <i>Monthly Increase</i>	\$576	\$631 \$56	\$693 \$62	\$761 \$67	\$835 \$74	\$916 \$82
Church (37.7 DU) <i>Monthly Increase</i>	\$409	\$449 \$40	\$493 \$44	\$541 \$48	\$594 \$53	\$652 \$58
Small Multi-family Apartment (9 DU) <i>Monthly Increase</i>	\$98	\$107 \$9	\$118 \$11	\$129 \$11	\$142 \$13	\$156 \$14

LOS 2: 5 Year & 80% Capital

CUSTOMER	EXISTING (Present - Dec 2021) \$10.86	YEAR 1 (Jan 2022 - Dec 2022) \$11.72	YEAR 2 (Jan 2023 - Dec 2023) \$12.66	YEAR 3 (Jan 2024 - Dec 2024) \$13.68	YEAR 4 (Jan 2025 - Dec 2025) \$14.77	YEAR 5 (Jan 2026 - Dec 2026) \$15.95
Large Multi-family Apartment (297 DU) <i>Monthly Increase</i>	\$3,225	\$3,481 \$255	\$3,760 \$279	\$4,063 \$303	\$4,387 \$324	\$4,737 \$350
Large Shopping Center (270 DU) <i>Monthly Increase</i>	\$2,932	\$3,164 \$232	\$3,418 \$254	\$3,694 \$275	\$3,988 \$294	\$4,307 \$319
Church (78 DU) <i>Monthly Increase</i>	\$847	\$914 \$67	\$987 \$73	\$1,067 \$80	\$1,152 \$85	\$1,244 \$92
Middle School (76 DU) <i>Monthly Increase</i>	\$825	\$891 \$65	\$962 \$71	\$1,040 \$78	\$1,123 \$83	\$1,212 \$90
Hospital (53 DU) <i>Monthly Increase</i>	\$576	\$621 \$46	\$671 \$50	\$725 \$54	\$783 \$58	\$845 \$63
Church (37.7 DU) <i>Monthly Increase</i>	\$409	\$442 \$32	\$477 \$35	\$516 \$38	\$557 \$41	\$601 \$44
Small Multi-family Apartment (9 DU) <i>Monthly Increase</i>	\$98	\$105 \$8	\$114 \$8	\$123 \$9	\$133 \$10	\$144 \$11

DU = Dwelling Unit

Residential Rate Options Comparison

City of Oregon City: Surface Water Utility Level of Service Matrix	Single Family Monthly Rate								Capital Projects
	2020 (existing)	2021	2022	2023	2024	2025	2026	2027	
LOS 2: 3 Year	\$10.54	\$10.86 3.00%	\$12.54 15.50%	\$14.48 15.50%	\$16.73 15.50%	\$17.23 3.00%	\$17.75 3.00%	\$18.28 3.00%	Avg. \$2,400,000 / year in Capital Expenditures \$1.6M - Fund all master plan projects \$800k - critical maintenance needs and some additional maintenance
LOS 2: 5 Year	\$10.54	\$10.86 3.00%	\$11.91 9.75%	\$13.08 9.75%	\$14.35 9.75%	\$15.75 9.75%	\$17.29 9.75%	\$17.80 3.00%	Avg. \$2,400,000 / year in Capital Expenditures \$1.6M - Fund all master plan projects \$800k - critical maintenance needs and some additional maintenance
LOS 2: 5 Year & 80% Capital	\$10.54	\$10.86 3.00%	\$11.72 8.00%	\$12.66 8.00%	\$13.68 8.00%	\$14.77 8.00%	\$15.95 8.00%	\$16.43 3.00%	Avg. \$1,900,000 / year in Capital Expenditures \$1.4M - Fund 80% of master plan projects \$500K - critical maintenance needs only

RESOLUTION NO. 21-18

A RESOLUTION ESTABLISHING A MINIMUM MONTHLY RATE TO BE CHARGED FOR STORMWATER SERVICE PROVIDED TO EACH CUSTOMER SERVICED BY OREGON CITY'S STORMWATER SYSTEM

WHEREAS, the Oregon City Municipal Code establishes the setting of the City's stormwater charges; and

WHEREAS, the City provides stormwater service to nearly 36,000 people spread across an area of approximately 10.27 square miles; and

WHEREAS, the City commissioned Brown and Caldwell to prepare the "Stormwater Master Plan," dated July 2019; and

WHEREAS, the City Commission adopted the Stormwater Master Plan through the execution of Ordinance 19-1014 which became effective April 17, 2020; and

WHEREAS, the City determined the need to update the stormwater charges; and

WHEREAS, in March 2021, FCS Group Final Model and Recommendations for the Stormwater Rate Study was completed to determine stormwater charges needed to meet the maintenance and capital needs of the Stormwater Utility.

NOW, THEREFORE, OREGON CITY RESOLVES by the City Commission of Oregon City, a municipal corporation of the State of Oregon, that the monthly stormwater charges shall be as follows:

Section 1. The monthly stormwater service charge shall be the following and take effect January 1 of each year noted:

Customer Type	2022	2023	2024
Residential Dwelling Unit Charge	\$12.54	\$14.48	\$16.73
Non-Residential Equivalent Unit Charge	\$12.54	\$14.48	\$16.73

Section 2. Effective January 1, 2025, and annually thereafter, the monthly stormwater service charge adopted in Section 1 shall be adjusted to account for inflation in an amount of no more than 3 percent.

Approved and adopted at a regular meeting of the City Commission held on the 7th day of July 2021.

RACHEL LYLES SMITH
Mayor

Attested to this 7th day of July 2021:

Approved as to legal sufficiency:

Kattie Riggs, City Recorder

City Attorney

RESOLUTION NO. 21-18

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Customer Type	2022	2023	2024	2025	2026
Residential Dwelling Unit Charge	\$11.91	\$13.08	\$14.35	\$15.75	\$17.29
Non-Residential Equivalent Unit Charge	\$11.91	\$13.08	\$14.35	\$15.75	\$17.29

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RACHEL LYLES SMITH
Mayor

Attested to this 7th day of July 2021:

Approved as to legal sufficiency:

Kattie Riggs, City Recorder

City Attorney

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WHEREAS, the Oregon City Municipal Code establishes the setting of the City's stormwater charges; and

WHEREAS, the City provides stormwater service to nearly 36,000 people spread across an area of approximately 10.27 square miles; and

WHEREAS, the City commissioned Brown and Caldwell to prepare the "Stormwater Master Plan," dated July 2019; and

WHEREAS, the City Commission adopted the Stormwater Master Plan through the execution of Ordinance 19-1014 which became effective April 17, 2020; and

WHEREAS, the City determined the need to update the stormwater charges; and

WHEREAS, in March 2021, FCS Group Final Model and Recommendations for the Stormwater Rate Study was completed to determine stormwater charges needed to meet the maintenance and capital needs of the Stormwater Utility.

NOW, THEREFORE, OREGON CITY RESOLVES by the City Commission of Oregon City, a municipal corporation of the State of Oregon, that the monthly stormwater charges shall be as follows:

Section 1. The monthly stormwater service charge shall be the following and take effect January 1 of each year noted:

Customer Type	2022	2023	2024	2025	2026
Residential Dwelling Unit Charge	\$11.72	\$12.66	\$13.68	\$14.77	\$15.95
Non-Residential Equivalent Unit Charge	\$11.72	\$12.66	\$13.68	\$14.77	\$15.95

Section 2. Effective January 1, 2027, and annually thereafter, the monthly stormwater service charge adopted in Section 1 shall be adjusted to account for inflation in an amount of no more than 3 percent.

Approved and adopted at a regular meeting of the City Commission held on the 7th day of July 2021.

RACHEL LYLES SMITH
Mayor

Attested to this 7th day of July 2021:

Approved as to legal sufficiency:

Kattie Riggs, City Recorder

City Attorney



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 07/07/2021
From: Community Development Director Laura Terway

SUBJECT:

First Reading of Ordinance No. 21-1011, Amending the Oregon City Municipal Code Chapter 15.28 and Establishing a Public Art Mural Program (Legislative File LEG-21-00002)

STAFF RECOMMENDATION:

Staff recommends the City Commission approve the first reading of Ordinance No. 21-1011 and LEG-21-00002 Legislative amendment to Chapter 15.28 of the Oregon City Municipal Code, which contains the standards for signs. The amendment establishes a Public Art Mural Program and provides criteria upon which Staff, the Arts Commission and City Commission evaluate proposed art installations.

EXECUTIVE SUMMARY:

File No. LEG-21-00002 amends Chapter 15.28 of the Oregon City Municipal Code, which contains the procedures and conditions for signage. The amendment establishes a Public Art Mural Program and provides criteria upon which Staff, the Arts Commission and City Commission evaluate proposed art installations.

The proposed amendment includes the following elements:

- Addition of definitions to support the mural program, including defining how a public art mural is different from a sign.
- Criteria and standards for public art murals.
- Process for approval of public art murals, which is proposed to be handled through the Arts Commission. The Arts Commission is described in Section 2.26 of the Municipal Code.
- Identification of zoning districts where public art murals will be permitted.
- Language to ensure that first amendment rights are upheld (i.e. that the code remains content-neutral).

Legislative files follow a Type IV review process with the final decision made by the city Commission. The proposed code amendment is consistent with the Goals and Policies of the City's adopted Comprehensive Plan.

The Planning Commission voted 5-1 to recommend approval of the amendment on June 28, 2021. The one "nay" vote was related to the alternative staff level approval in the event the Arts Commission is inactive.

A resolution to adopt mural application and appeal fees will be included upon second reading of the Ordinance.

BACKGROUND:

The 2004 Comprehensive Plan calls for a review of the sign code (Policy 2.5.3). The City updated the sign code in 2015 through a robust process that resulted in numerous revisions and updates to the signage regulations. At that time, a Community Advisory Committee drafted mural program elements and associated code language, but the code was not part of the 2015 code update. The 2015 update did formally recognize all existing, legal murals in the City, but did not provide an avenue for additional murals.

The current city code does not provide for murals as a separate type of sign; instead, murals are considered wall signs and must comply with the size limitations for wall signs, which is one square foot for every linear foot of building façade length. For example, a building façade of 50 feet in width that is say 20 feet in height would be allowed a wall sign of up to 50 square feet, on a façade that has a total area of 1000 square feet. This provision limits large murals.

The intent and purpose of the proposed code language is to encourage the production of public art murals for acquisition by the City. Public art murals are a medium of expression which serves the public interest in unique ways, including, but not limited to: enhancing the aesthetics of the City; providing avenues for original artistic expression in the City; providing public edification through access to original works of public art; encouraging community participation in the creation of original works of art; and reducing the incidence of graffiti and other crime.

The proposed amendment includes the following elements:

- Addition of definitions to support the mural program, including defining how a public art mural is different from a sign
- Criteria and standards for public art murals
- Process for approval of public art murals, which is proposed to be handled through the Arts Commission. The Arts Commission is described in Section 2.26 of the Municipal Code.
- Identification of zoning districts where public art murals will be permitted

- Language to ensure that first amendment rights are upheld (i.e. that the code remains content-neutral)

The Mural program provides for murals to be proposed by any individual or group. The proposed mural, if approved by the Arts Commission, would be in place for at least five years and be granted to the public through an easement.

The City Commission will also be presented with a new proposed Historic Review Board Policy to dictate when murals proposed in the historic overlay can be reviewed by staff, and when HRB review is required. See Exhibit 3 for more information about this proposed Policy.

Legislative files follow a Type IV review process with the final decision made by the city Commission. The proposed code amendment is consistent with the Goals and Policies of the City's adopted Comprehensive Plan.

The Planning Commission voted 5-1 to recommend approval of the amendment on June 28, 2021. The one "nay" vote was related to the alternative staff level approval in the event the Arts Commission is inactive.

A resolution to adopt mural application and appeal fees will be included upon second reading of the ordinance.

OPTIONS:

1. Send the file to City Commission with a recommendation for approval
2. Send the file to the City Commission with a recommendation for denial or modification
3. Continue the hearing to a date certain

ORDINANCE NO. 21-1011

AN ORDINANCE OF THE CITY OF OREGON CITY AMENDING TITLE 15: BUILDINGS AND CONSTRUCTION, CHAPTER 15.28 SIGNS OF THE OREGON CITY MUNICIPAL CODE

WHEREAS, the City of Oregon City has adopted a sign ordinance to limit and review the amount of signage allowed within the City; and

WHEREAS, the Oregon City Municipal Code may be amended and updated as necessary with the appropriate approval; and

WHEREAS, the proposed chapter 15.28 will replace the existing chapter 15.28 of the Oregon City Municipal Code; and

WHEREAS, as demonstrated in the staff report and findings for Legislative file LEG 21-00002, the proposed code is consistent with state statutes and the goals and policies of the Oregon City Comprehensive Plan; and

WHEREAS, the code amendments establishes a process to permit Public Art Murals in certain zones and building types to enhance the cultural and other aesthetic qualities of the City; and

WHEREAS, the code amendments will support the economic development and tourism through a city-sponsored Public Art Mural Program; and

WHEREAS, the Oregon City Planning Commission and City Commission held a series of publicly noticed work sessions and hearings to review the proposed chapter 15.28; and

WHEREAS, based on the oral and written testimony received at the public hearings, the Planning and City Commission voted to approve the proposed changes to the Oregon City Municipal code.

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. Chapter 15.28 of the Oregon City Municipal Code as identified in Exhibit 1, is hereby adopted.

Read for the first time at a regular meeting of the City Commission held on the 7th day of July, and the City Commission finally enacted the foregoing Ordinance this 21st day of July 2021.

RACHEL LYLES SMITH, Mayor

Attested to this 21st day of July 2021:

Approved as to legal sufficiency:

Kattie Riggs, City Recorder

City Attorney

Chapter 15.28 - SIGNS

15.28.010 - Purpose of sign regulations.

This chapter regulates the construction, placement and maintenance of signs to protect and enhance public health, safety, welfare and property. The code:

- A. Allows signs compatible with the character and uses allowed in the zoning district in which they are located;
- B. Maintains the effectiveness of traffic control signs throughout the city;
- C. Prohibits signs, or portions thereof, that conflict with the safe movement of people and emergency services, constitute a public nuisance or hazard, are of unsafe construction, or that demand attention as a result of their dominating size or motion;
- D. Maintains and enhances the scenic and other aesthetic qualities of the city;
- E. Supports the economic development of Oregon City businesses;
- F. Allows citizens and businesses the freedom to express their needs or views without unnecessary interference; and
- G. Is not intended to regulate the content of signs in any way.

15.28.020 - Definitions.

"Abandoned sign" means a sign structure where no sign has been in place for a continuous period of at least six months.

"A-frame sign," also known as "sandwich board" or "tent sign," means a movable steeply angled sign with two sides that meets at the top in the shape of the letter "A" and is not attached to a structure or the ground.

"Air blown sign" means a sign that is intended to be inflated by air or other gas.

"Ancillary sign" means any sign allowed by this code, with or without permit, that is not a freestanding, incidental freestanding, wall, roof or projecting sign. If allowed within the zoning designation, ancillary signs include, but are not limited to: A-frame signs, flags (excluding attention flags), and banners.

"Attention flag" also known as "flutter," "feather," "teardrop," or "blade," means a pole-supported sign made of fabric, vinyl, or other similar non-rigid material, where one side of the sign is more than three times as long as any other side.

"Banner" means a sign made of fabric, vinyl, or other similar non-rigid material.

"Banner on street light pole" means a sign made of fabric, vinyl, or other similar non-rigid material intended to be displayed in the right-of-way for a limited period of time which complies with Chapter 15.28 of the Oregon City Municipal Code and the Signs in the Right-of-Way Policy.

"Billboard" means a sign with a display area of three hundred square feet or more, including, but not limited to, outdoor advertising signs as defined in ORS 377.710(21).

"Business" means any trade, profession, occupation or pursuit of every kind conducted in the city for gain.

"Compensation" means the exchange of something of value. It includes, without limitation, money, securities, real property interest, barter of goods or services, promise of future payment, or forbearance of debt. "Compensation" does not include goodwill, or an exchange of value, that a building owner (or leaseholder with a right to possession of the wall upon which the mural is to be placed) provides to an artist, muralist, or other entity, where the compensation is only for the creation and/or maintenance of the mural on behalf of the building owner or leaseholder, and where the building owner or leaseholder fully controls the content of the art mural.

"Construct" or "constructed" means to construct, erect, build, assemble, alter, place, affix, attach, create, recreate, paint, draw or in any way bring into being or establish.

"Cross street banner" means a sign made of fabric, vinyl, or other similar non-rigid material intended to be displayed over the right-of-way for a limited period of time which complies with Chapter 15.28 of the Oregon City Municipal Code and the Signs in the Right-of-Way Policy.

"Display" means an arrangement of objects intended to decorate, advertise, entertain, or inform people about something.

"Display area" means the total size of all sign faces on a sign.

"Fence" and "fencing" mean any barrier or section thereof, other than a wall, designed to delimit a boundary or provide a visual screen.

"Flag" means a piece of fabric of distinctive design that is displayed hanging free from a staff, halyard or building to which it is attached, excluding banners.

"Freestanding sign" means a sign wholly supported from the ground by its own integral structure.

"Frontage" means the full length of a parcel of property that abuts a dedicated street, highway, or a city-approved vehicular public access easement.

"Government owned sign" means a sign owned by a government agency, but does not include a sign constructed by a third-party with grant funds obtained from a government agency.

"Incidental freestanding sign" means a sign wholly supported from the ground by its own integral structure, excluding A-frame signs. The maximum size allowed is less than that of a freestanding sign and greater than an ancillary sign.

"Maintenance" means normal care or servicing needed to keep a sign functional or perpetuate its use, such as cleaning, replacing, or repairing unusable or broken portions of the sign, and repairing defective lighting.

"Premises" means a lot or number of contiguous lots under the same ownership.

"Projecting sign" means a sign projecting more than one foot from the wall of a building.

"Public Art Mural" means an original, two-dimensional work of visual art, comprised of paint, ceramic or glass tiles, or tesserae, metal, executed by hand directly upon, or affixed directly to an exterior wall of a building, where the work of visual art has been approved by the Arts Commission and accepted by the City into its public art collection pursuant to this Chapter.

"Roof sign" means a sign constructed or maintained wholly upon or over the roof of any building with the principal support on the roof structure.

"Sign" means any sign, display message, emblem, figure, painting, drawing, placard, poster, billboard, carving or other thing that is designed, used or intended to convey a message or image and is used to inform or attract the attention of the public, and the term includes the sign structure, display surface and all other component parts of a sign; when dimensions of a sign are specified, the term includes panels and frames; and the term includes both sides of a sign of specified dimensions or display area.

"Sign face" means the total area as measured pursuant to Section 15.28.050.

"Sign official" means any person designated by the city manager to enforce the provisions of this chapter, including the review of permit applications, the interpretation of the provisions of this chapter and the issuance of permits.

"Tenant space" means the portion of a structure occupied by a single commercial lease holder, or an owner-occupied space with its own public entrance from the exterior of the building or through a shared lobby, atrium, mall, or hallway and separated from other tenant spaces by walls.

"Traffic control sign or device" means a sign approved by the public works department through the right-of-way permit process, where the sign complies with the city's street standards and/or the Manual on Uniform Traffic Control Devices (MUTCD). In addition, traffic control sign or device includes signs on private property associated with an approved traffic control plan prepared by a transportation engineer and approved by the city through a site plan and design review process that does not involve the content of a sign.

"Undeveloped lot" means a property without a building, business or valid land use approval.

"Wall sign" means a sign that is attached to the wall of a building and extends no more than twelve inches from a wall.

15.28.030 - Scope of sign regulations.

All signs shall be constructed and maintained only as provided by this chapter, except for any of the following:

- A. Signs not visible from either a right-of-way or property under different ownership, provided such signs are constructed and maintained in accordance with applicable law;
- B. Signs inside a building, except for strobe lights visible from the right-of-way or other private property;
- C. Signs carved into or part of materials that are an integral part of a building;
- D. Signs attached to, or carried by a person;
- E. Signs required by law or legal action;
- F. Government owned signs within the right-of-way, government-designated parks, Metro-designated open space and at stormwater facilities;
- G. City owned signs;
- H. Public art murals identified on the Oregon City Existing Mural List; and
- I. Traffic control signs and devices.

15.28.040 - Permit required.

- A. Permit Required. No sign shall be constructed except as provided by this chapter and after a permit has been issued by the sign official. This permit requirement applies to all signs, except those specifically exempt by a provision of this chapter.
- B. Any of the following signs on private property are subject to compliance with this chapter but do not require a sign permit:
 - 1. Changes of copy whereby the sign size and material are not changing but the message is changed; or
 - 2. Ancillary signs (excluding banners) with no more than two faces and which do not exceed a display area of twelve square feet and a sign face of six square feet.
- C. Permit Application. Application for a sign permit shall be made in writing upon forms furnished by the sign official. A permit application fee shall accompany the application. The amount of the fee shall be adopted by resolution of the city commission. The application shall include all plans and information necessary to establish that the proposed sign complies with all applicable requirements of this chapter and applicable buildings, structural and life safety codes. The permit shall be valid if the sign is constructed in compliance with the city code and to the specifications described in the approved sign permit. Any permit issued under this chapter shall be void if the sign is not constructed in accordance with any conditions of the permit and the applicable requirements of this chapter within ninety days following the date of its issuance, excluding any appeals of the city's decision. Any permit issued under this chapter shall remain in effect as long as the sign is constructed as approved in the permit and maintained as required in 15.28.140. If an applicant seeks to have the city treat its property as a premises for purposes of the sign code, then the application shall explain how the property meets the definition of premises in Section 15.28.020.
- D. Appeals. Any party aggrieved by a decision of the sign official may appeal the decision to the planning commission. Any such appeal shall be in writing and be received by the city recorder no later than fourteen days after the date the challenged decision is final. The planning commission or city commission may initiate an appeal on its own motion within the fourteen-day period. The appropriate appeal fee established by resolution of the city commission shall accompany the appeal.

Proceedings before the planning commission shall comply with the provisions of Chapter 17.50 of this code, including the provisions relating to city commission review of planning commission decisions involving conditional use permits.

- E. In addition to this chapter, signs shall be approved by the historic review board as required by Oregon City Municipal Code Section 17.40.060. The review shall not consider the content of the sign in any way.

15.28.050 - Measuring sign dimensions.

- A. The following criteria shall be used for the purpose of determining the boundaries of a sign:
1. The sign face includes the area within a perimeter enclosing the limits of lettering, writing, representation, emblem, figure, character and lighted surface, but excluding essential sign structure, foundations or supports. Where a sign is of a three-dimensional, round, or irregular solid shape, the largest cross-section shall be used in a flat projection for the purpose of determining sign face.
 2. When signs are constructed in multiple separate pieces the sign face is calculated by measuring the area within a perimeter enclosing the limits of lettering, writing, representation, emblem, figure, character and light surface, but excluding essential sign structure, foundations or support on all pieces collectively.
- B. Sign width is measured as the horizontal distance between the outermost area of sign face for wall signs and includes the supporting structure for all other sign types.
- C. The height of a sign above grade is measured from the average level of the grade below the sign to the topmost point of the sign, including any supporting structure.
- D. Clearance is measured from the average grade below the sign to the lowermost point of the sign.

Figure 15.28.050.A Two-Dimensional Signs

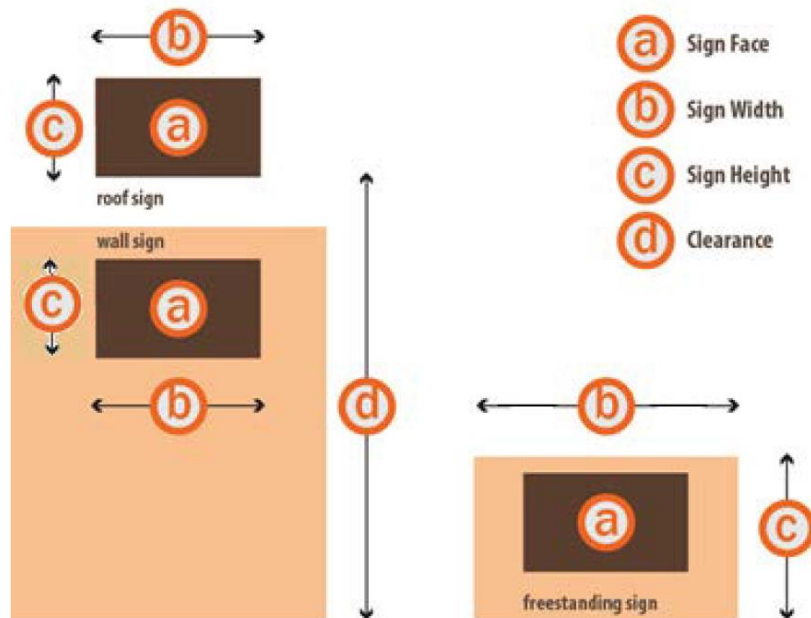
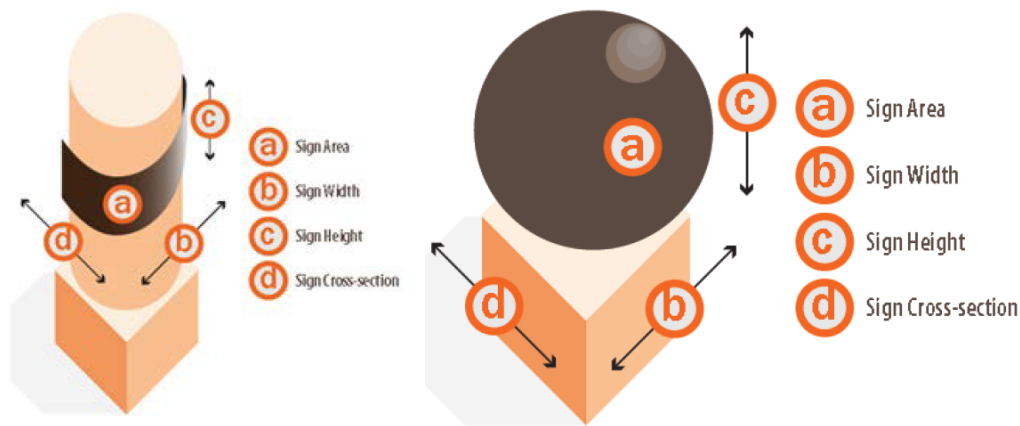


Figure 15.28.050.B Three-Dimensional, Round or Irregular Signs



15.28.060 - Signs in residential zones (excluding multi-family).

These standards apply to the following zoning designations: "R-10" Single-Family Dwelling District, "R-8" Single-Family Dwelling District, "R-6" Single-Family Dwelling District, "R-5" Single-Family Dwelling District, and "R-3.5" Dwelling District, except for those subject to Section 15.28.070 or 15.28.100.

- A. General. All of the following standards apply to all signs in residential zones (excluding multi-family):
 1. A minimum of fifty percent of the sign shall be constructed of metal, wood, stone, brick, rock or any combination thereof.
 2. If a sign is illuminated, the source of illumination shall be external to the sign and directed or shielded so as to not shine directly onto any neighboring structures.
 3. With the exception of projecting and wall signs, signs shall not project over the right-of-way. Signs projecting into the right-of-way shall receive approval by the city engineer.
 4. With the exception of wall signs, signs shall maintain a minimum clearance of ten feet above grade over pedestrian or vehicular areas, and fourteen feet above grade over areas of truck access.
- B. Wall Sign. All of the following standards apply to wall signs in residential zones (excluding multi-family):
 1. A maximum of one wall sign is allowed for each property frontage. A wall sign is prohibited if there is a projecting sign along the same property frontage.
 2. The sign face shall not exceed twelve square feet.
 3. The sign width shall not exceed five linear feet.
- C. Freestanding Sign. Freestanding signs are prohibited.
- D. Incidental Freestanding Signs. Incidental freestanding signs are prohibited.
- E. Projecting Signs. All of the following standards apply to projecting signs in residential zones (excluding multi-family):
 1. A maximum of one projecting sign is allowed for each property frontage. A projecting sign is prohibited if there is a wall sign along the same property frontage.
 2. The display area shall not exceed twenty-four square feet and the sign face shall not exceed twelve square feet.
 3. The sign shall not have more than two faces.
 4. The projection from a building wall shall not exceed six feet and shall not project within two feet of the curb line.
 5. The projection above the wall on which the sign is constructed shall not exceed one foot.

6. The visible supporting structure shall be constructed of metal, wood, stone, brick, rock or any combination thereof.
- F. Roof Signs. Roof signs are prohibited.
- G. Ancillary Signs. All of the following standards apply to ancillary signs in residential zones (excluding multi-family):
 1. A maximum of two ancillary signs are allowed per property.
 2. The sign shall not have more than two faces.
 3. The display area shall not exceed twelve square feet and the sign face shall not exceed six square feet.
 4. Banners are prohibited in residential zones unless approved under Section 15.28.070.

15.28.065 - Signs in multi-family residential zones.

These standards apply to the "R-2" Multi-Family Dwelling District zoning designation, except for those subject to Section 15.28.070 or 15.28.100.

- A. General. All of the following standards apply to all signs in multi-family residential zones:
 1. A minimum of fifty percent of the sign shall be constructed of metal, wood, stone, brick, rock or any combination thereof.
 2. If a sign is illuminated, the source of illumination shall be external to the sign and directed or shielded so as to not shine directly onto any neighboring structures.
 3. With the exception of projecting and wall signs, signs shall not project over the right-of-way. Signs projecting into the right-of-way shall receive approval by the city engineer.
 4. With the exception of wall signs, signs shall maintain a minimum clearance of ten feet above grade over pedestrian or vehicular areas, and fourteen feet above grade over areas of truck access.
- B. Wall Sign. All of the following standards apply to wall signs in multi-family residential zones:
 1. A maximum of one wall sign is allowed for each property frontage. A wall sign is prohibited if there is a projecting sign along the same property frontage.
 2. The sign face shall not exceed twenty square feet.
 3. The sign width shall not exceed five linear feet.
- C. Freestanding Sign. All of the following standards apply to freestanding signs in multi-family residential zones:
 1. A maximum of one freestanding sign for each property frontage is allowed.
 2. The display area shall not exceed forty square feet and the sign face shall not exceed twenty square feet.
 3. The sign width shall not exceed ten linear feet.
 4. The sign height shall not exceed five feet.
- D. Incidental Freestanding Signs. Incidental freestanding signs are prohibited.
- E. Projecting Signs. All of the following standards apply to projecting signs in multi-family residential zones:
 1. A maximum of one projecting sign is allowed for each property frontage. A projecting sign is prohibited if there is a wall sign along the same property frontage.
 2. The display area shall not exceed forty square feet and the sign face shall not exceed twenty square feet.
 3. The sign shall not have more than two faces.
 4. The projection from a building wall shall not exceed six feet and shall not project within two feet of the curb line.
 5. The projection above the wall on which the sign is constructed shall not exceed one foot.

6. The visible supporting structure shall be constructed of metal, wood, stone, brick, rock or any combination thereof.
- F. Roof Signs. Roof signs are prohibited.
- G. Ancillary Signs. All of the following standards apply to ancillary signs in multi-family residential zones:
 1. A maximum of two ancillary signs are allowed per property.
 2. The sign shall not have more than two faces.
 3. The display area shall not exceed twelve square feet and the sign face shall not exceed six square feet.
 4. Banners are prohibited in multi-family residential zones unless approved under Section 15.28.070.

15.28.070 - Signs for conditional uses in residential zones.

These standards apply to all conditional uses within a residential zoning district ("R-10" Single-Family Dwelling District, "R-8" Single-Family Dwelling District, "R-6" Single-Family Dwelling District, "R-5" Single-Family Dwelling District, "R-3.5" Dwelling District, and "R-2" Multi-Family Dwelling District) unless otherwise limited in the conditional use approval. Conditional uses are identified within each applicable zoning designation. Signs within the right-of-way shall comply with Section 15.28.100.

- A. General. All of the following standards apply to all signs for conditional uses in residential zones:
 1. With the exception of banners, at least fifty percent of the wall sign shall be constructed of metal, wood, stone, brick, rock or any combination thereof.
 2. If a sign is illuminated, the source of illumination shall be external to the sign and directed or shielded so as to not shine directly onto any neighboring structures.
 3. With the exception of projecting and wall signs, signs shall not project over the right-of-way. Signs projecting into the right-of-way shall receive approval by the city engineer.
 4. With the exception of wall signs, signs shall maintain a minimum clearance of ten feet above grade over pedestrian or vehicular areas, and fourteen feet above grade over areas of truck access.
- B. Wall Sign. All of the following standards apply to wall signs for conditional uses in residential zones:
 1. A maximum of one wall sign per frontage is allowed.
 2. The sign face shall not exceed thirty-two square feet.
 3. The sign width shall not exceed ten linear feet.
- C. Freestanding Sign. All of the following standards apply to freestanding signs for conditional uses in residential zones:
 1. A maximum of one freestanding sign per lot is allowed.
 2. The display area shall not exceed sixty-four square feet and the sign face shall not exceed thirty-two square feet.
 3. The sign width shall not exceed ten linear feet.
 4. The sign height shall not exceed fifteen feet.
- D. Incidental Freestanding Signs. Incidental freestanding signs are prohibited.
- E. Projecting Signs. All of the following standards apply to projecting signs for conditional uses in residential zones:
 1. A maximum of one projecting sign is allowed if there is not a freestanding or wall sign on the same frontage.
 2. The display area shall not exceed sixty-four square feet and the sign face shall not exceed thirty-two square feet.
 3. The sign shall not have more than two faces.

4. The projection from a building wall shall not exceed six lineal feet and shall not project within two feet of the curb line.
 5. The projection above the wall on which the sign is constructed shall not exceed one foot.
 6. The visible supporting structure shall be constructed of metal, wood, stone, brick, rock or any combination thereof.
- F. Roof Signs. Roof signs are prohibited.
- G. Ancillary Signs. All of the following standards apply to ancillary signs for conditional uses in residential zones.
1. A maximum of two ancillary signs (including banners) are allowed per property.
 2. The sign shall not have more than two faces.
 3. The display area shall not exceed twelve square feet and the sign face shall not exceed six square feet.
 4. Additional standards for banners:
 - a. For a single property, banners may be in place for up to thirty days, up to twice per year.
 - b. Banners shall be securely placed against a building wall and may not project from the wall.
 - c. The sign length shall not exceed six lineal feet.
 - d. The sign height shall not exceed four lineal feet.
 - e. Banners are prohibited within a historic district and on any property designated as a historic landmark.

15.28.080 - Signs in office, commercial, mixed use and industrial zones.

The following standards apply to signs in office, commercial, mixed use and industrial zones which are not identified in Section 15.28.060, 15.28.065, 15.28.070, or 15.28.100 unless otherwise provided by this code.

- A. General. All of the following standards apply to all signs in office, commercial, mixed use and industrial zones:
1. With the exception of projecting or wall signs, signs shall not project over the right-of-way. Signs projecting into the right-of-way shall receive approval by the city engineer.
 2. With the exception of wall signs, signs shall maintain a minimum clearance of ten feet above grade over pedestrian or vehicular areas, and fourteen feet above grade over areas of truck access.
- B. Wall Signs. All of the following standards apply to wall signs in office, commercial, mixed use and industrial zones:
1. The number of wall signs is unlimited provided the total combined display area of wall signs, projecting signs and banners does not exceed twenty square feet for each ground floor tenant space on which the sign is constructed. For ground floor tenant spaces exceeding twenty feet of wall length on which the sign is constructed and tenant spaces not on the ground floor, signage shall not exceed one square foot per each lineal foot of the wall length of the tenant space on which the sign is constructed.
 2. Signs on structures such as awnings, canopies, false fronts and wall extensions that do not extend more than one foot from the structure are considered wall signs.
- C. Freestanding Signs. All of the following standards apply to freestanding signs in office, commercial, mixed use and industrial zones:
1. A maximum of one freestanding sign is allowed for each street frontage. On arterial streets, if a frontage exceeds a length of six hundred linear feet a second freestanding sign is

allowed. In all cases, no freestanding sign shall be permitted on the same frontage where there is a projecting or roof sign.

2. Freestanding signs on the same frontage shall be separated by a minimum of fifty feet distance.
3. Maximum display area:
 - a. Where the street frontage is less than fifty feet in length, the display area shall not exceed fifty square feet and the sign face shall not exceed twenty-five square feet.
 - b. Where the street frontage is fifty feet or greater but less than two hundred feet in length, display area shall not exceed one hundred square feet and the sign face shall not exceed fifty square feet.
 - c. Where the street frontage is two hundred feet or greater in length, the display area shall not exceed three hundred square feet and the sign face shall not exceed one hundred fifty square feet.
 - d. In no case shall any sign have a display area in excess of three hundred square feet.
4. The sign width shall not exceed twenty linear feet.
5. Where the street frontage is two hundred feet in length or less the sign height shall not exceed twenty-five feet. Where the street frontage is more than two hundred feet in length, the sign height shall not exceed thirty feet.
- D. Incidental Freestanding Signs. All of the following standards apply to incidental signs in office, commercial, mixed use and industrial zones:
 1. A maximum of one incidental freestanding sign is allowed for each street frontage.
 2. The display area shall not exceed sixteen square feet and the sign face shall not exceed eight square feet.
 3. The sign height shall not exceed fifteen feet.
- E. Projecting Signs. All of the following standards apply to projecting signs in office, commercial, mixed use and industrial zones:
 1. A maximum of one projecting sign is allowed for each tenant space if there is not a freestanding or roof sign on the same frontage.
 2. The total combined display area of projecting signs and wall signs shall not exceed one square foot per each lineal foot of the wall length of the tenant space on which the sign is constructed. Each ground floor tenant space may have a minimum sign face of twenty square feet, regardless of the limitation above.
 3. The sign shall not have more than two faces.
 4. The projection from a building wall shall not exceed six lineal feet and shall not project within two feet of the curb line.
 5. The projection above the wall on which the sign is constructed shall not exceed one foot.
 6. The visible supporting structure shall be constructed of metal, wood, stone, brick, rock or any combination thereof.
- F. Roof Signs. All of the following standards apply to roof signs in office, commercial, mixed use and industrial zones:
 1. A maximum of one roof sign is permitted for each frontage if there is no projecting sign or freestanding sign along the frontage.
 2. Maximum display area:
 - a. Where the street frontage is less than fifty feet, the display area shall not exceed fifty square feet and the sign face shall not exceed twenty-five square feet.
 - b. Where the street frontage is fifty feet or greater but less than two hundred feet, the display area shall not exceed one hundred square feet and the sign face shall not exceed fifty square feet.

- c. Where the street frontage is two hundred feet or greater, the display area shall not exceed three hundred square feet and the sign face shall not exceed one hundred fifty square feet.
 - d. In no case shall any sign have a display area in excess of three hundred square feet.
- 3. The sign width shall not exceed twenty feet and the sign height may not exceed ten feet.
- 4. Skirting is required to obscure exposed hardware used to attach the sign to the roof, as viewed from the adjacent street level perspective.
- G. Ancillary Signs. All of the following standards apply to ancillary signs in office, commercial, mixed use and industrial zones:
 - 1. A maximum of two ancillary signs (including banners) are allowed per property.
 - 2. The sign shall not have more than two faces.
 - 3. The maximum display area is twelve square feet and the maximum sign face is six square feet.
 - 4. Additional standards for banners:
 - a. For a single property, banners may be in place for up to thirty days, up to twice per year.
 - b. Banners shall be securely placed against a building wall and may not project from the wall.
 - c. Banners shall comply with the wall sign size requirements and the sign length shall not exceed six linear feet.
 - d. The sign height shall not exceed four lineal feet.
 - e. Banners are prohibited within a historic district and on any property designated as a historic landmark.

15.28.090 Public art murals.

- A. Public Art Mural Program Intent and Purpose. The intent and purpose of this section is to encourage the production of public art murals for acquisition by the City. Public art murals are a medium of expression which serves the public interest in unique ways, including, but not limited to: enhancing the aesthetics of the City; providing avenues for original artistic expression in the City; providing public edification through access to original works of public art; encouraging community participation in the creation of original works of art; and reducing the incidence of graffiti and other crime.
- B. Criteria for Public Art Murals. All of the following criteria shall be met for public art murals:
 - 1. Public art murals shall remain in place, without alteration, for a period of not less than five (5) years, except as may be specified by a designated governing body or by the Arts Commission in the conditions of approval. Within 30 days of the end of the approval period, the public art mural shall be removed unless a new approval is granted. Alterations to an approved and/or installed mural shall receive approval by a designated governing body or the Arts Commission.
 - 2. No public art murals shall be allowed on single-family dwellings, duplexes, 3-4 plexes, or multi-family dwellings. As used in this subsection, single-family dwellings, duplexes, 3-4 plexes, or multi-family dwellings do not include mixed-use buildings which contain a single-family dwelling, duplex, or multi-family dwellings.
 - 3. Public art murals shall only be permitted within approved zoning districts.
 - a. Approved zoning districts include:
 - i. General Commercial
 - ii. Mixed Use Downtown
 - iii. Mixed Use Corridor 1
 - iv. Mixed Use Corridor 2

v. Willamette Falls Downtown District

vi. Institutional

b. Any use that is listed under permitted uses in the Institutional district in 17.39.020 but located in a non-Institutional Zone.

4. The public art mural shall be painted, or if ceramic, glass tiles, tesserae, or metal, applied directly onto the surface of a building with a paint, ceramic, glass tiles, tesserae, or metal that ensures longevity, durability, and structural and surface stability. No part of the public art mural shall exceed the height of the structure to which it is tiled, painted, or affixed.
 5. No part of the public art mural shall be placed over the exterior surface of any opening of a building in a manner that prohibits use of the opening, including its windows, doors, and vents.
 6. No public art mural may contain electrical components, three dimensional structural elements; employ electrical lights as part of the image, moving structural elements, flashing or sequential lighting, interior lighting elements, any automated method that causes movement, or any method that causes periodic changes in the appearance, image or message of the public art mural.
 7. Public art murals shall be located in a manner that is accessible to the public.
 8. The mural proposal is not mechanically reproduced, or computer generated and printed on a base that will be attached to the wall, such as, by way of illustration but not limitation, images digitally printed on vinyl.
 9. The mural proposal shall include methods to mitigate the impacts of weather and vandalism and a commitment to repair the mural surface as necessary for a minimum of five years.
 10. No compensation will be given or received for the display of public art murals or for the right to place the mural on another's property.
 11. The approval and acceptance of each public art mural shall be contingent upon the conveyance of a public art mural easement to the City from the owner of the building upon which the mural will be located, in a form approved by the City Attorney. The terms of the easement shall grant the right to create the public art mural on the wall of the building and provide that the person granting the easement will maintain and restore the public art mural in its original condition for the period of the easement, and state that upon termination of the easement, the mural shall be removed, and the building restored to its prior condition.
- C. Approval Process.
1. Unless the Arts Commission is inactive, public art murals shall be approved by the Oregon City Arts Commission at a public hearing based on the criteria in the Oregon City Municipal Code. Notice of the application and the hearing date is published online and mailed to the applicant, recognized neighborhood association(s) and property owners within three hundred (300) feet of the proposed mural location. Notice must be issued at least twenty (20) days pre-hearing, and the staff report must be available at least seven (7) days pre-hearing. At the evidentiary hearing held before the Arts Commission, all issues must be raised and addressed. Failure to raise an issue at the hearing will preclude review on that issue.
 2. In lieu of an active Arts Commission, the Oregon City Economic Development Department will review the proposal based on the criteria in the Oregon City Municipal Code without a public hearing. Notice of the application will be published online and mailed to the applicant, recognized neighborhood association(s) and property owners within three hundred (300) feet of the proposed mural location. There shall be a minimum twenty (20)-day public comment period. All issues must be raised and addressed during the public comment period. Failure to raise an issue will preclude review on that issue.

- D. The decision is appealable to the City Commission on the record. Notice of the appeal must be received in writing by the Economic Development Department within fourteen (14) calendar days from the date the challenged decision is provided to those entitled to notice. Late filing of any appeal shall be deemed a jurisdictional defect and will result in the automatic rejection of any appeal so filed.
1. All of the following must be included as part of the notice of appeal:
 - a. The City file number and date the decision to be appealed was rendered;
 - b. The name, mailing address and daytime telephone number for each appellant;
 - c. A statement of how each appellant has an interest in the matter and standing to appeal;
 - d. A statement of the specific grounds for the appeal;
 - e. The Appropriate Appeal Fee. Failure to include the appeal fee within the appeal period is deemed to be a jurisdictional defect and will result in the automatic rejection of any appeal so filed. If a City-recognized neighborhood association with standing to appeal has voted to request a fee waiver pursuant to Oregon City Municipal Code Section 17.50.290.C, no appeal fee shall be required for an appeal filed by that association. In lieu of the appeal fee, the neighborhood association shall provide a duly adopted resolution of the general membership or board approving the request for fee waiver.
 2. Standing to Appeal. Only those persons or recognized neighborhood associations who have participated either orally or in writing have standing to appeal the decision. Grounds for appeal are limited to those issues raised in writing before the close of the public record. No new evidence shall be allowed.
 3. Notice of the Appeal Hearing. The Economic Development Department shall issue notice of the appeal hearing to all parties who participated in writing before the close of the public record at least twenty days pre-hearing, and the staff report must be available at least seven days pre-hearing. Notice of the appeal hearing shall contain the following information:
 - a. The file number and date of the decision being appealed;
 - b. The time, date and location of the public hearing;
 - c. The name of the applicant, owner and appellant (if different);
 - d. The street address or other easily understood location of the subject property;
 - e. A description of the permit requested and the applicant's mural proposal;
 - f. A brief summary of the decision being appealed and the grounds for appeal listed in the notice of appeal;
 - g. A statement that the appeal hearing is confined to the issues raised in the notice of appeal;
 - h. A general explanation of the requirements for participation and the City's hearing procedures.
 4. The City Commission decision on appeal is the City's final decision.
 No person shall commence creation of any public art mural without first obtaining approval from the City, and executing an easement pursuant to section 15.28.090.(B).11. Murals that are created without approval through the aforementioned process that are not otherwise exempt pursuant to this chapter or are inconsistent with the conditions of approval from the City's decision shall not be deemed public art murals.

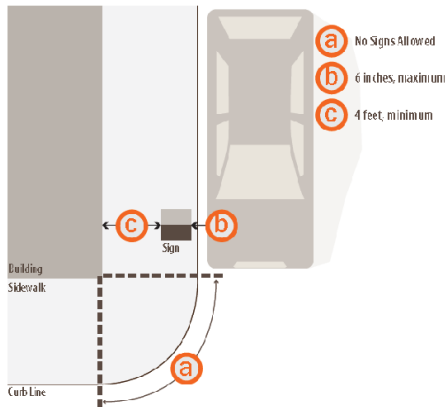
15.28.100 - Signs in the right-of-way.

All of these standards apply to all signage within the city of Oregon City right-of-way and signs located in compliance with Section 15.28.100.B.1.a, except exempt signs described in Section 15.28.030.

- A. Signs on the Ground Within the Right-of-Way. Signs on the ground within the right-of-way shall be permitted in the right-of-way in accordance with all of the following standards:
 1. Number of Signs Permitted:

- a. A maximum of one sign within the right-of-way per property frontage not within the Mixed Use Downtown District, Willamette Falls Downtown Design District or Mixed Use Corridor 1 District zoning designations.
 - b. Within the Mixed Use Downtown District, Willamette Falls Downtown Design District, or the Mixed Use Corridor 1 District, the number of signs on the ground within the right-of-way is limited to the number of operating and accessible public entrances per building or buildings on the site, up to a maximum of three signs per frontage. All properties are allowed one sign on the ground within the right-of-way per property frontage regardless of the number of building entrances. Multiple doors at one entrance are allowed one sign. Multiple individuals or entities which share the same public entrance are allowed one sign.
 - c. Approved traffic control signs or devices do not count towards the number of signs permitted within the right-of-way.
2. Material, Design and Size Standards:
- a. The sign frame shall be wood, plastic or metal.
 - b. The sign shall be an A-frame sandwich design.
 - c. The sign may not be illuminated.
 - d. The sign width shall not exceed twenty-eight inches.
 - e. The sign depth shall not exceed two feet.
 - f. The sign height shall not exceed three feet.
 - g. The display area shall not exceed 12 square feet and the sign face shall not exceed six square feet.
3. Placement Standards:
- a. Signs shall not be placed in parking spaces, pedestrian pathways, or bicycle paths, street corners, transit stop areas, ADA accessible curb ramps, ADA accessible parking spaces, at building exits or fire escapes, or any portion of the street (automobile and bicycle travel lanes, shoulder, medians, traffic islands, and parking areas). The sign may not obstruct pedestrian or ADA access from the sidewalk to transit stop areas, designated ADA accessible parking spaces, ADA accessible ramps or building exits, including fire escapes. Signs may not impede or hinder the vision of drivers or bicyclists. The sign shall be located entirely outside of the area of a right-of-way corner that is between the curb and the lines created by extending the property line to the curb face. Signs placed within the right-of-way shall not obstruct traffic control signs or devices.
 - b. For signs placed within the right-of-way with an adjacent sidewalk: The sign shall be placed within six inches of the face of the curb. Four feet of clearance width shall be retained on the sidewalk.

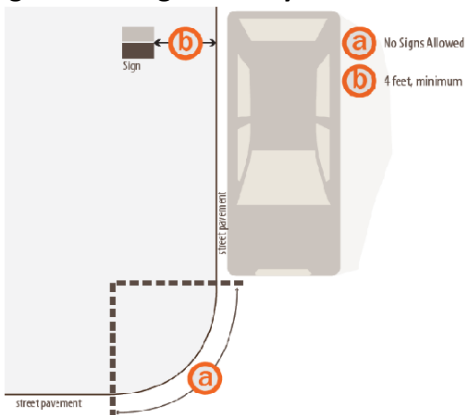
Figure 15.28.100.A.3.b:
Signs in the Right-of-Way With an Adjacent Sidewalk



- c. For signs placed in the right-of-way without an adjacent sidewalk: The sign shall be located outside of any street pavement and may not be located closer than four feet from the travel lane, turning lane, shoulder, parking lane or bicycle lane.

Figure 15.28.100.A.3.c:

Signs in the Right-of-Way Without an Adjacent Sidewalk



signs in the right-of-way without sidewalks

- d. Signs placed in the right-of-way shall remain portable and shall not be attached or anchored in any manner to trees or public property, including, but not limited to, utility or light poles, parking meters, traffic control signs, the ground, or pavement.
4. Hours of Sign Placement:
- For signs not within residential zoning designations: Signs may be within the right-of-way between the hours of nine a.m. and ten p.m.
 - Signs within residential zoning designations may be displayed on Thursday, Friday, Saturday, and Sunday between twelve p.m. and eight p.m. daily; and from six a.m. to one p.m. on Tuesday.
5. Approval of the adjacent property owner is required.
- B. Cross Street Banners. Temporary banners which extend over a roadway shall be permitted in the right-of-way upon issuance of a permit in accordance with the requirements contained in the most recently adopted Policy for Cross Street Banners and Banners on Street Light Poles. Banners shall be installed, re-secured, and removed by the city.
- C. Banners on Street Light Poles. Temporary banners on street light poles shall be permitted in the right-of-way upon issuance of a permit in accordance with the requirements contained in the most recently adopted Policy for Cross Street Banners and Banners on Street Light Poles. Banners shall be installed, re-secured, and removed by the city.

- D. Signs which Project over the Right-of-Way from Private Property. With the exception of projecting signs, no sign on private property may project into the right-of-way. Signs projecting into the right-of-way shall maintain a minimum clearance of ten feet above grade over pedestrian or vehicular areas, and fourteen feet above grade over areas of truck access.
- E. Who May Place the Sign. Permits for signs within the right-of-way are approved on a first-come, first-served basis.
- F. Right-of-Way Sign Permit Process.
 - 1. Signs on the Ground. For all properties not zoned residential, an annual A-frame sign within the right-of-way permit is required except on Thursday, Friday, Saturday, or Sunday between twelve p.m. and eight p.m. daily; or from six a.m. to one p.m. on Tuesday. Placement of signs subject to this exception shall meet all other applicable requirements in this chapter. An approval sticker shall be placed on each sign within the right-of-way to easily distinguish the approved signs.
 - 2. Cross Street Banner. A cross street banner within the right-of-way permit is required each time a cross street banner is installed.
 - 3. Banners on Light Posts. A street light banner permit is required each time a banner on a light post is installed.
 - 4. Signs which Project over the Right-of-Way from Private Property. Approval from the city engineer is required each time a sign is installed.
 - 5. The city commission shall establish permit fees for signs located within the right-of-way.
 - 6. The applicant shall comply with and obtain any permits issued by any other applicable agency.
- G. Liability. The sign owner shall assume all liability associated with a sign within the right-of-way regardless of whether a permit is required.
- H. Removal of Signs within the Right-of-Way.
 - 1. Existing signs that do not comply with these standards or that have not obtained a valid permit may be removed.
 - 2. The city engineer may require signs to be modified, moved or removed if streets are widened or other improvements are made in the right-of-way that result in conditions where the sign placement will not comply with the above standards. The modification, moving or removing will be at the owner's expense.
 - 3. The city reserves the right to change or remove the approved cross street banners or banners on light posts at any time after the installation based on operational and/or safety conditions.

15.28.110 - Prohibited signs.

It is unlawful for any of the following signs to be constructed or maintained except as otherwise provided in this chapter:

- A. A sign that interferes in any way with a traffic control sign or device or prevents clear and unobstructed views of traffic control signs or devices or approaching or merging traffic or does not comply with Chapter 10.32 or 8.08 of the Oregon City Municipal Code.
- B. A sign that contains, includes or is illuminated by any flashing or revolving, rotating or moving light or moves or has any animated or moving parts which move or rotate or change more than three times per day, except as otherwise allowed within this code.
- C. A sign with lighting that is not effectively shielded to prevent beams or rays of light from being directed at any portion of the right-of-way or public vehicular accessway or sign that does not comply with the lighting requirements in OCMC 17.62.065.
- D. A sign located upon a tree, or painted or drawn upon a natural feature.

- E. A sign that obstructs free ingress to or egress from any door, window or fire escape, alley, drive or fire lane, or is attached to a fire escape.
- F. Any sign with a display area larger than twelve square feet or six square feet per sign face on an undeveloped lot or parcel of property.
- G. Attention flags.
- H. A-frame signs with a display area larger than twelve square feet or six square feet per sign face or taller than three feet.
- I. Air blown signs.
- J. Billboards.
- K. Signs on fences or fencing.
- L. Banners unless otherwise allowed by this chapter.
- M. Abandoned signs.
- N. Signs that emit any sound, vibration, or smell.
- O. Flags larger than one square foot for each lineal foot in height of the flag pole or structure to which the flag is affixed.
- P. Flags exceeding sixty square feet.
- Q. Signs that may be confused with public traffic signs or highway identification.
- R. A sign not otherwise in compliance with any provision of this code, Oregon law or the terms and conditions of any valid sign permit issued under this chapter.

15.28.120 - Nonconforming signs.

All of the following standards apply to all nonconforming signs:

- A. Signs that were lawfully constructed and otherwise lawfully existing but no longer comply with this code are allowed to remain until removed. Nothing in this section shall be deemed to prevent the maintenance of any sign, or changes of sign copy on a sign.
- B. No additions or enlargements may be made to a nonconforming sign except those additions or enlargements that are required by law.
- C. A sign that is moved, replaced, or structurally altered shall be brought into conformance with this chapter.
- D. A nonconforming sign (including the sign structure, foundation and supports) that is damaged shall not be repaired if the estimated expense to repair the sign exceeds fifty percent of the replacement cost of the sign as of the day before the sign was damaged. A damaged nonconforming sign that cannot be repaired shall be removed within ninety days of the date the sign was damaged. Whenever a nonconforming sign is damaged and the estimated cost to repair the sign is fifty percent or less of its replacement value as of the day before the sign was damaged, it may be repaired and restored to the condition it was in before it was damaged and may continue to be used as a nonconforming sign, provided that such repairs and restoration are started within ninety days of the date the sign was damaged and are diligently pursued thereafter. Whenever repairs and restoration of a damaged nonconforming sign are not started within ninety days of the date the sign was damaged or are diligently pursued once started, the sign shall be deemed abandoned.
- E. Abandoned signs shall not be deemed nonconforming signs. No nonconforming sign shall be permitted to remain unless properly repaired and maintained as provided in this chapter. A sign maintained in violation of this provision shall be considered abandoned and will be removed as provided in this chapter. Any nonconforming sign that is determined by the building official to be an unsafe sign shall be removed as provided in this chapter. Any nonconforming sign that is determined to be an abandoned sign shall be removed as provided in this chapter.

15.28.130 - Variances.

All of the following standards apply to variances to this chapter:

- A. Grounds for Variance. Upon application by an applicant, the planning commission may grant a specific variance from provisions of this chapter provided all of the following circumstances exist:
 - 1. That the variance from the requirements is not likely to cause substantial damage to adjacent properties by reducing light, air, safe access or other desirable or necessary qualities otherwise protected by this title;
 - 2. That the request is the minimum variance that would alleviate the hardship;
 - 3. Granting the variance will equal or exceed the purpose of the regulation to be modified;
 - 4. Any impacts resulting from the adjustment are mitigated;
 - 5. No practical alternatives have been identified which would accomplish the same purpose and not require a variance; and
 - 6. The variance conforms to the comprehensive plan and the intent of the ordinance being varied.
- B. Variance Fee. At the time of application for variance from the provisions of this chapter, the applicant shall pay a fee in accordance with the fee schedule established and amended from time to time by the city commission and on file with the city recorder.
- C. Procedure. A variance application shall be treated in the manner provided by Chapter 17.50 of this code with respect to zoning variances.

15.28.140 - Maintenance.

All signs, together with all supporting structures, shall be well maintained and kept in a good state of repair. Without limiting the foregoing, all sign owners shall comply with all of the following maintenance:

- A. Shall keep signs and supporting structures free from rust, dirt, debris, and chipped, cracked or peeling paint.
- B. Shall remove hanging, dangling, and cracked portions from all signs and supporting structures.
- C. Shall repair frayed parts on all signs and supporting structures.
- D. Shall replace defective lighting on all signs and supporting structures.
- E. Shall remove graffiti and unauthorized stickers from all signs and supporting structures.

15.28.150 - Violation—Penalty.

In addition to any other provisions hereof, it is unlawful for any person to maintain a sign or advertising structure in violation of the provisions of this chapter. Violation of any provision of this chapter is subject to the code enforcement procedures of Chapters 1.16, 1.20, and 1.24.

15.28.160 - Conflict and severability.

In the event any provision herein is found to be in conflict with any zoning, building, fire safety, health or other code provisions of the city, the provision which establishes the higher standard for the promotion and protection of the health, safety and welfare of the people shall prevail.

A finding by a court of competent jurisdiction that any part, section, subsection, paragraph, subparagraph, sentence, clause, phrase, term or word is declared invalid shall not invalidate the remaining portions. A permit issued pursuant to this chapter does not grant any authority to violate any other law or regulation that may apply. Any permit or approval issued in conflict with this chapter shall be void.



Planning Division

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LEGISLATIVE STAFF REPORT AND RECOMMENDATION

A preliminary analysis of the applicable approval criteria for a legislative proposal is enclosed within the following report.

June 21, 2021

HEARING DATE: June 28, 2021 - Planning Commission

FILE NUMBER: LEG-21-00002

APPLICATION TYPE: Legislative (OCMC 17.50.170)

APPLICANT: City of Oregon City, c/o Economic Development Department
Po Box 3040, Oregon City, OR 97045
James Graham, CED, Economic Development Manager
Matthew Weintraub, Tourism Program Specialist

REQUEST: Amendments to Chapter 15.28.020 of the Oregon City Municipal Code –
Definitions

Creation of Chapter 15.28.090 of the Oregon City Municipal Code – *Public art murals*

LOCATION(S): City Wide

I. BACKGROUND:

File No. LEG-21-00002 amends Chapter 15.28 of the Oregon City Municipal Code, which contains the procedures and conditions for signage. The amendment establishes a Public Art Mural Program and provides criteria upon which Staff, the Arts Commission and City Commission evaluate proposed art installations.

Public art murals are currently not allowed in Oregon City. Art and signage that is affixed to a building are currently regulated by Chapter 15.28 of the Oregon City Municipal Code. However, many municipalities in Oregon permit and regulate public art murals. A subsequent goal of the proposed code amendment is to provide clarity for City staff and officials on the interpretation and implementation of the City's role in the permitting process.

The City Commission directed staff to identify amendments to the Oregon City Municipal Code that would allow for the installation of and clarity around public art murals to support the existing City-adopted Tourism Strategic Plan and in support of adopted Commission Goals.

PROCESS

Adoption of the code amendments is a legislative action that requires review and recommendation from the Planning Commission prior to adoption by the City Commission following public hearings. The Economic Development Department held the following public meetings to date.

2014-2015 Sign Code Update Process – multiple public meetings

November 16, 2020 – Public Listening Session #1

November 19, 2020 – Public Listening Session #2

December 10, 2020 – Oregon City Historic Review Board Work Session

March 2, 2021 – Oregon City Historic Review Board hearing

March 9, 2021 – Oregon City Commission Work Session

April 12, 2021 – Oregon City Planning Commission Work Session

May 3, 2021 – Oregon City Citizen Involvement Committee

The mural code was initially drafted as part of the 2014-2015 sign code update. In 2020 and 2021, the following direction was provided to guide staff in further amending the code:

- The code amendments should impinge on Oregon’s First Amendment protections;
- Any code change should be accompanied by a user-friendly “how-to guide”;
- A desire that the code clearly differentiate between murals and signs;
- Any codes amendments or processes should ensure continued preservation of historic buildings within Oregon City;
- The permitting process should be clear and attainable;
- Inclusion of a required maintenance agreement between parties;
- That the Oregon City Historic Review Board recommends a review waiver to allow staff to re-view mural permits applications on historically designated structures;
- To exclude the Oregon City Planning Commission from any role within the process;

SUMMARY OF CODE AMENDMENTS

The intent and purpose of the proposed code language is to encourage the production of public art murals for acquisition by the City. Public art murals are a medium of expression which serves the public interest in unique ways, including, but not limited to: enhancing the aesthetics of the City; providing avenues for original artistic expression in the City; providing public edification through access to original

works of public art; encouraging community participation in the creation of original works of art; and reducing the incidence of graffiti and other crime.

The proposed amendment includes the following elements:

- Addition of definitions to support the mural program, including defining how a public art mural is different from a sign
- Criteria and standards for public art murals
- Process for approval of public art murals, which is proposed to be handled through the Arts Commission. The Arts Commission is described in Section 2.26 of the Municipal Code.
- Identification of zoning districts where public art murals will be permitted
- Language to ensure that first amendment rights are upheld (i.e. that the code remains content-neutral)

The Mural program provides for murals to be proposed by any individual or group. The proposed mural, if approved by the Arts Commission, would be in place for at least five years and be granted to the public through an easement.

The City Commission will also be presented with a new proposed Historic Review Board Policy to dictate when murals proposed in the historic overlay can be reviewed by staff, and when HRB review is required. See Exhibit 5 for more information about this proposed Policy.

The Legislative Process as it relates to the Oregon City Comprehensive Plan

The applicable approval criteria for a legislative action are set forth in the applicable goals and policies of the Oregon City Comprehensive Plan, and any applicable statewide planning goals.

Section 2 – *Land Use* of the 2004 Oregon City Comprehensive Plan indicates that the regular review and updated of the Comprehensive Plan should consider the following:

1. Plan implementation process.
2. Adequacy of the Plan to guide land use actions, including an examination of trends.
3. Whether the Plan still reflects community needs, desires, attitudes and conditions. This shall include changing demographic patterns and economics.
4. Addition of updated factual information including that made available to the City of regional, state and federal governmental agencies.

Oregon City Comprehensive Plan (P.16)

Regular Review and Update

Plan maintenance and updating is a continuous technical review of the Plan by the Planning staff. This review and any subsequent recommendations for Plan updating should be presented to the Neighborhood Associations, Planning Commission and City Commission for input and discussion in the same manner as requested Plan changes. The continuous review should consider:

1. Plan implementation process;

The 2004 Comprehensive Plan calls for a review of the sign code (Policy 2.5.3). The City updated the sign code in 2015 through a robust process that resulted in numerous revisions and updates to the signage regulations. At that time, a Community Advisory Committee drafted mural program elements and associated code language, but the code was not part of the 2015 code update. The 2015 update did formally recognize all existing, legal murals in the City, but did not provide an avenue for additional murals.

The current city code does not provide for murals as a separate type of sign; instead, murals are considered wall signs and must comply with the size limitations for wall signs, which is one square foot for every linear foot of building façade length. For example, a building façade of 50 feet in width that is say 20 feet in height would be allowed a wall sign of up to 50 square feet, on a façade that has a total area of 1000 square feet. This provision limits large murals.

The City Commission initiated the current code amendment process starting with a work session held on September 8, 2020. The City Commission received a progress report of the process on March 9, 2021. The feedback provided at this work session helped form the draft code amendments.

Staff presented the amendments to the Citizen Involvement Committee on May 3rd, 2021.

The first evidentiary public hearing for the proposed amendments will be held with the Planning Commission and will follow the notice procedures for a legislative action per OCMC 17.50. The City Commission public hearing will be scheduled once the Planning Commission has completed their review and provided a recommendation on the proposed amendments.

The Department of Land Conservation and Development was notified as required by ORS 197.610 – 197.625. The Staff Report will be made available at least seven days prior to the public hearing and the application will be processed according to the Legislative Hearing Process as required under Oregon City Municipal Code 17.50.170. Implementation of the Plan is discussed further in Criterion 2.

2. Adequacy of the Plan to guide land use actions, including an examination of trends.

The proposed code amendments are a response to trends and desires of the community for public art, placemaking, and tourism-supportive elements.

3. Whether the Plan still reflects community needs, desires, attitudes and conditions. This shall include changing demographic patterns and economics.

The Commission directed the filing of this legislative application to address community desires for public art, placemaking, and tourism-supportive elements.

4. Addition of updated factual information including that made available to the City by regional, state and federal governmental agencies.

There has been no update of factual information from other agencies that is related to this application.

OC2040 Comprehensive Plan Update

The city is in the process of updating the Comprehensive Plan while this legislative process is underway (www.OC2040.com). Staff anticipates that the Comprehensive Plan update will result in new goals and policies that address many of the same infrastructure and growth issues that are discussed in this Staff Report.

The OC 2040 project will update the Oregon City Comprehensive Plan to reflect the City's vision and create a guide for decision making about growth and development over the next 20 years. The plan will be implemented through goals, policies, and actions with which the development code, projects and plans must comply. However, an effective comprehensive plan needs to be much more than a policy document. It must also reflect an equitable, shared vision that supports all our community members.

Public Notice and Comments

This is a legislative action that requires public notice pursuant to OCMC 17.50.090.C. - *Notice of Public Hearing on a Legislative Proposal*. The Community Development Director provided the required Post Acknowledgement Plan Amendment (PAPA) notice to the Oregon Department of Land Conservation and Development on May 20, 2021. Notice of the June 28, 2021 Planning Commission public hearing was also provided to the Citizen Involvement Committee, Natural Resources Committee, Neighborhood Associations, and affected service districts, agencies and parties by email on June 8, 2021.

II. DECISION-MAKING CRITERIA

The remainder of this staff report provides additional findings to demonstrate that the proposed annexation code amendments are consistent with applicable approval criteria.

Chapter 17.68 - Zoning Changes and Comprehensive Plan Amendments

17.68.010 - Initiation of the amendment.

A text amendment to the comprehensive plan, or an amendment to the zoning code or map or the Comprehensive Plan map, may be initiated by:

- A. A resolution request by the City Commission;*
- B. An official proposal by the Planning Commission;*
- C. An application to the Planning Division; or.*
- D. A Legislative request by the Planning Division.*

All requests for amendment or change in this title shall be referred to the Planning Commission.

Finding: The proposal qualifies as initiated as a legislative request by the Economic Development Department at the direction of the City Commission.

17.68.015 –Procedures.

Applications shall be reviewed pursuant to the procedures set forth in Chapter 17.50.

17.50.170 - Legislative hearing process.

A. Purpose. Legislative actions involve the adoption or amendment of the city's land use regulations, comprehensive plan, maps, inventories and other policy documents that affect the entire city or large portions of it. Legislative actions which affect land use shall begin with a public hearing before the planning commission.

B. Planning Commission Review.

1. Hearing Required. The planning commission shall hold at least one public hearing before recommending action on a legislative proposal. Any interested person may appear and provide written or oral testimony on the proposal at or prior to the hearing. The community development director shall notify the Oregon Department of Land Conservation and Development (DLCD) as required by the post-acknowledgment procedures of ORS 197.610 to 197.625, as applicable.

C. City Commission Review.

1. City Commission Action. Upon a recommendation from the planning commission on a legislative action, the city commission shall hold at least one public hearing on the proposal. Any interested person may provide written or oral testimony on the proposal at or prior to the hearing. At the conclusion of the hearing, the city commission may

adopt, modify or reject the legislative proposal, or it may remand the matter to the planning commission for further consideration. If the decision is to adopt at least some form of the proposal, and thereby amend the city's land use regulations, comprehensive plan, official zoning maps or some component of any of these documents, the city commission decision shall be enacted as an ordinance.

2. *Notice of Final Decision.* Not later than five days following the city commission final decision, the community development director shall mail notice of the decision to DLCD in accordance with ORS 197.615(2).

Finding: This legislative action followed the procedures found in OCMC 17.50.170 including meetings with the Citizen Involvement Committee, Planning Commission, and City Commission.

17.68.020 - Criteria.

The criteria for comprehensive plan amendment or text or map amendment in the zoning code are set forth as follows:

A. The proposal shall be consistent with the applicable goals and policies of the comprehensive plan;

Finding: This legislative action is consistent with the applicable goals and policies of the comprehensive plan as detailed in the responses below. Therefore, the proposed amendments are consistent with Criterion (A).

Conformity of the proposal with the city's comprehensive plan;

Goal 1: Citizen Involvement

Goal 1.1 – Citizen Involvement Program

Policy 1.1.1 *Utilize neighborhood associations as the vehicle for neighborhood-based input to meet the requirements of the Land Conservation and Development Commission (LCDC) Statewide Planning Goal 1, Citizen Involvement. The Citizen Involvement Committee (CIC) shall serve as the officially recognized citizen committee needed to meet LCDC Statewide Planning Goal 1.*

Goal 1.4 – Community Involvement

Policy 1.4.1 *Notify citizens about community involvement opportunities when they occur.*

Finding: This proposal makes no changes to the City's citizen involvement program or public notification procedures. Residents and taxpayers within 300 feet of the proposed installation site will receive public notice of the public art mural. The public process that led to the legislative file included robust community engagement, as described in this staff report.

Comprehensive Plan Section 2 Land Use

Goal 2.2: Downtown Oregon City

Develop the Downtown area (which includes the historic downtown area, the “north end” of the downtown, Clackamette Cove, and the End of the Oregon Trail area) as a quality place for shopping, living, working, cultural and recreational activities, and social interaction. Provide walkways for foot and bicycle traffic, preserve views of Willamette Falls and the Willamette River, and preserve the natural amenities of the area.

Policies

- Policy 2.2.1** *Develop and promote a vision for the economic development and redevelopment of the downtown area that solidifies the Downtown Community Plan and Waterfront Master Plan.*
- Policy 2.2.2** *Target public infrastructure investments and create public/private partnerships to leverage maximum benefits from public investment and to help ensure that the regional center develops to its maximum capacity and realizes its full potential.*
- Policy 2.2.3** *Encourage the development of a strong and healthy historic downtown retail, office, and residential center.*
- Policy 2.2.4** *Work with major stakeholders, develop and implement a strategy to help the historic downtown area enhance its position as a retail district. Such a strategy might include funding for a “Main Street” or similar program.*

Finding: The mural program will add opportunities to create a stronger sense of place within downtown Oregon City and will support downtown revitalization and tourism development.

Goal 2.4 Neighborhood Livability

Provide a sense of place and identity for residents and visitors by protecting and maintaining neighborhoods as the basic unit of community life in Oregon City while implementing the goals and policies of the other sections of the Comprehensive Plan.

Finding: This proposal makes no changes to the Comprehensive Plan, zoning, or land use designations for lands within the Urban Growth Boundary. The mural program will add opportunities to create a stronger sense of place within Oregon City neighborhoods. One of the purposes of the proposed Sign Code is to “Maintain and enhance the scenic and other aesthetic qualities of the city,” and input from a variety of citizens and groups informed the implementation of the sign code criteria and the proposed mural program to achieve this goal.

Goal 2.5 Retail and Neighborhood Commercial

Policy 2.5.3 *Review design standards and the sign code to ensure compatibility with existing neighborhoods.*

Policy 2.5.4 *Encourage the development of successful commercial areas organized as centers surrounded by higher density housing and office uses, rather than as commercial strips adjacent to low-density housing.*

Policy 2.5.5 *Encourage commercial and industrial development that enhances livability of neighborhoods through the design of attractive LEEDTM-certified buildings and environmentally responsible landscaping that uses native vegetation wherever possible, and by ensuring that development is screened and buffered from adjoining residential neighborhoods and access is provided by a variety of transportation modes.*

Finding: The Comprehensive Plan calls for a review of the sign code (Policy 2.5.3). The City updated the sign code in 2015 through a robust process that resulted in numerous revisions and updates to the signage regulations. At that time, a Community Advisory Committee drafted mural program elements and associated code language, but the code was not part of the 2015 code update. The 2015 update did formally recognize all existing, legal murals in the City, but did not provide an avenue for additional murals.

Murals are proposed to be permitted in the following zones:

- Mixed Use Downtown
- Mixed Use Corridor 1
- Mixed Use Corridor 2
- Willamette Falls Downtown District
- Institutional
- General Commercial
- Any use that is listed under permitted uses in the Institutional district in 17.39.020 but located in a non-Institutional Zone.

See Exhibit 7 for zoning map.

Goal 2.7 Oregon City Comprehensive Plan Land-Use Map

Maintain the Oregon City Comprehensive Plan Land-Use Map as the official long-range planning guide for land-use development of the city by type, density and location.

Policy 2.7.2 *Use the following 11 land-use classifications on the Oregon City Comprehensive Plan Land-Use Map to determine the zoning classifications that may be applied to parcels:*

- Low Density Residential (LR)
- Mixed Use Downtown (MUD)

- *Medium Density Residential (MR)*
- *High Density Residential (HR)*
- *Commercial (C)*
- *Mixed Use Corridor (MUC)*
- *Mixed Use Employment (MUE)*
- *Industrial (I)*
- *Public and Quasi-Public (QP)*
- *Parks (P)*
- *Future Urban Holding (FUH)*

Finding: This proposal makes no changes to the Comprehensive Plan, zoning, or land use designations for lands within the Urban Growth Boundary. The proposal will maintain the existing Oregon City Land Use Map as the official long range planning guide for land use development of the city by types, density and location (Goal 2.7).

Goal 5: Open Spaces, Scenic and Historic Areas, and Natural Resources

Goal 5.2 Scenic Views and Scenic Sites

Policy 5.2.1 *Identify and protect significant views of local and distant features such as Mt. Hood, the Cascade Mountains, the Clackamas River Valley, the Willamette River, Willamette Falls, the Tualatin Mountains, Newell Creek Canyon, and the skyline of the city of Portland, as viewed from within the city.*

Policy 5.2.2 *Maximize the visual compatibility and minimize the visual distraction of new structures or development within important viewsheds by establishing standards for landscaping, placement, height, mass, color, and window reflectivity.*

Finding: This proposal makes no changes to the existing inventories of open space, scenic and historic areas, and natural resources or the adopted maps, code and policies pertaining thereto.

Goal 5.3 Historic Resources

Policy 5.3.3 *Promote the designation of qualifying properties outside Historic and Conservation Districts as historic.*

Policy 5.3.8 *Preserve and accentuate historic resources as part of an urban environment that is being reshaped by new development projects.*

Finding: This proposal makes no changes to the existing inventories of open space, scenic and historic areas, and natural resources or the adopted maps, code and policies pertaining thereto. The proposal for a new HRB Policy will ensure that murals proposed on designated historic structures do not have an adverse effect on the structure.

Goal 9: Economic Development

Goal 9.6: Tourism Promote Oregon City as a destination for tourism.

Policy 9.6.1 *Protect historic, recreational, and natural resources as the basis for tourism, such as the historic downtown.*

Policy 9.6.2 *Ensure land uses and transportation connections that support tourism as an important aspect of the City's economic development strategy. This could include connections to the End of the Oregon Trail Interpretive Center and Train Depot.*

Policy 9.6.3 *Provide land uses in the Downtown Historic Area, 7th Street corridor, and the End of the Oregon Trail Interpretive Center that support tourism and visitor services.*

Finding: This proposal enhances goal 9, by catalyzing community, enhancing vibrancy and livability of neighborhoods, contributing to placemaking, and attracting visitation. One of the purposes of the Sign Code is to "Support the economic development of Oregon City businesses." The development of the 2015 sign code and the current proposed amendments included input from a variety of business owners that resulted in provisions to allow a variety of signage types for businesses.

Statewide Planning Goals

Finding: This proposal makes no changes to the Comprehensive Plan, zoning, or land use designations for lands within the Urban Growth Boundary. Since the City's Comprehensive Plan and its ancillary documents are already acknowledged by the Oregon Department of Land Use and Conservation (DLCD), no further analysis for consistency with Statewide Planning Goals is required.

Chapter 17.50 Administration and Procedures

17.50.050 – Pre-application conference.

- A. *Pre-application Conference. Prior to a Type II – IV or Legislative application, excluding Historic Review, being deemed complete, the applicant shall schedule and attend a pre-application conference with City staff to discuss the proposal, unless waived by the Community Development Director. The purpose of the pre-application conference is to provide an opportunity for staff to provide the applicant with information on the likely impacts, limitations, requirements, approval standards, fees and other information that may affect the proposal.*
 - 1. *To schedule a pre-application conference, the applicant shall contact the Planning Division, submit the required materials, and pay the appropriate conference fee.*
 - 2. *At a minimum, an applicant should submit a short narrative describing the proposal and a proposed site plan, drawn to a scale acceptable to the City, which identifies the proposed land uses, traffic circulation, and public rights-of-way and all other required plans.*
 - 3. *The Planning Division shall provide the applicant(s) with the identity and contact persons for all affected neighborhood associations as well as a written summary of the pre-application conference.*
- B. *A pre-application conference shall be valid for a period of six months from the date it is held. If no application is filed within six months of the conference or meeting, the applicant shall schedule and attend another conference before the City will accept a permit application. The Community Development Director may waive the pre-application requirement if, in the Director's opinion, the development has not changed significantly and the applicable municipal code or standards have not been significantly amended. In no case shall a pre-application conference be valid for more than one year.*
- C. *Notwithstanding any representations by City staff at a pre-application conference, staff is not authorized to waive any requirements of this code, and any omission or failure by staff to recite to an applicant all relevant applicable land use requirements shall not constitute a waiver by the City of any standard or requirement.*

Finding: Staff held the required pre-application conference meeting in September 2020, along with subsequent meetings with Economic Development staff.

17.50.055 - Neighborhood association meeting.

Neighborhood Association Meeting. The purpose of the meeting with the recognized neighborhood association is to inform the affected neighborhood association about the proposed development and to receive the preliminary responses and suggestions from the neighborhood association and the member residents.

- A. *Applicants applying for annexations, zone change, comprehensive plan amendments, conditional use, Planning Commission variances, subdivision, or site plan and design review (excluding minor site plan and design review), general development master plans or detailed development plans applications shall schedule and attend a meeting with the City-recognized neighborhood association in whose territory the application is proposed no earlier than one year prior to the date of application. Although not required for other projects than those identified above, a meeting with the neighborhood association is highly recommended.*
- B. *The applicant shall request via email or regular mail a request to meet with the neighborhood association chair where the proposed development is located. The notice shall describe the proposed project. A copy of this notice shall also be provided to the chair of the Citizen Involvement Committee.*
- C. *A meeting shall be scheduled within thirty days of the date that the notice is sent. A meeting may be scheduled later than thirty days if by mutual agreement of the applicant and the neighborhood association. If the neighborhood association does not want to, or cannot meet within thirty days, the applicant shall host a meeting inviting the neighborhood association, Citizen Involvement Committee, and all property owners within three hundred feet to attend. This meeting shall not begin before six p.m. on a*

weekday or may be held on a weekend and shall occur within the neighborhood association boundaries or at a City facility.

- D. If the neighborhood association is not currently recognized by the City, is inactive, or does not exist, the applicant shall request a meeting with the Citizen Involvement Committee.*
- E. To show compliance with this section, the applicant shall submit a copy of the email or mail notice to the neighborhood association and CIC chair, a sign-in sheet of meeting attendees, and a summary of issues discussed at the meeting. If the applicant held a separately noticed meeting, the applicant shall submit a copy of the meeting flyer, postcard or other correspondence used, and a summary of issues discussed at the meeting and submittal of these materials shall be required for a complete application.*

Finding: staff presented the amendments to the Citizen Involvement Committee on May 3rd, 2021.

17.50.070 - Completeness review and one hundred twenty-day rule.

- C. Once the Community Development Director determines the application is complete enough to process, or the applicant refuses to submit any more information, the City shall declare the application complete. Pursuant to ORS 227.178, the City will reach a final decision on an application within one hundred twenty calendar days from the date that the application is determined to be or deemed complete unless the applicant agrees to suspend the one hundred twenty calendar day time line or unless State law provides otherwise. The one hundred twenty-day period, however, does not apply in the following situations:

 - 1. Any hearing continuance or other process delay requested by the applicant shall be deemed an extension or waiver, as appropriate, of the one hundred twenty-day period.*
 - 2. Any delay in the decision-making process necessitated because the applicant provided an incomplete set of mailing labels for the record property owners within three hundred feet of the subject property shall extend the one hundred twenty-day period for the amount of time required to correct the notice defect.*
 - 3. The one hundred twenty-day period does not apply to any application for a permit that is not wholly within the City's authority and control.*
 - 4. The one hundred twenty-day period does not apply to any application for an amendment to the City's comprehensive plan or land use regulations nor to any application for a permit, the approval of which depends upon a plan amendment.**
- D. A one-hundred day period applies in place of the one-hundred-twenty day period for affordable housing projects where:

 - 1. The project includes five or more residential units, including assisted living facilities or group homes;*
 - 2. At least 50% of the residential units will be sold or rented to households with incomes equal to or less than 60% of the median family income for Clackamas County or for the state, whichever is greater; and*
 - 3. Development is subject to a covenant restricting the owner and successive owner from selling or renting any of the affordable units as housing that is not affordable for a period of 60 years from the date of the certificate of occupancy.**
- E. The one hundred twenty-day period specified in OCMC 17.50.070.C or D may be extended for a specified period of time at the written request of the applicant. The total of all extensions may not exceed two hundred forty-five calendar days.*
- F. The approval standards that control the City's review and decision on a complete application are those which were in effect on the date the application was first submitted.*

Finding: Legislative actions are not subject to the 120-day deadline.

III. RECOMMENDATION

Based on the findings in this report, staff recommends amendments to OCMC 15.28 for a Public Mural program. Staff will prepare an Ordinance when the matter is before the City Commission for its consideration and adoption.

EXHIBITS:

1. Proposed Amendments to Chapter 15.28
2. Applicant Narrative
3. Public input matrix
4. Proposed HRB Policy for Murals
5. Public Comment
6. Zoning Map – Proposed zones where murals are permitted
7. Proposed Mural Program Application form, fees, and guidelines
8. Map of Historic Structures in Areas where murals would be permitted

PROPOSED CODE AMENDMENT – DRAFT June 21, 2021 (Not Adopted)

Proposed amendments shown in red underline text.

Chapter 15.28 - SIGNS

Footnotes:

--- (1) ---

Editor's note— Ord. No. 14-1003, § 1, adopted May 20, 2015, effective Nov. 1, 2015, effectively repealed Chapter 15.28, §§ 15.28.010—15.28.110, and Exhibit 1 to said ordinance enacted a new Chapter 15.28 as set out herein. The former Chapter 15.28 pertained to similar subject matter. See Ordinance List and Disposition Table for derivation.

15.28.010 - Purpose of sign regulations.

This chapter regulates the construction, placement and maintenance of signs to protect and enhance public health, safety, welfare and property. The code:

- A. Allows signs compatible with the character and uses allowed in the zoning district in which they are located;
- B. Maintains the effectiveness of traffic control signs throughout the city;
- C. Prohibits signs, or portions thereof, that conflict with the safe movement of people and emergency services, constitute a public nuisance or hazard, are of unsafe construction, or that demand attention as a result of their dominating size or motion;
- D. Maintains and enhances the scenic and other aesthetic qualities of the city;
- E. Supports the economic development of Oregon City businesses;
- F. Allows citizens and businesses the freedom to express their needs or views without unnecessary interference; and
- G. Is not intended to regulate the content of signs in any way.

(Ord. No. 14-1003, § 1(Exh. 1), 5-20-2015)

15.28.020 - Definitions.

"Abandoned sign" means a sign structure where no sign has been in place for a continuous period of at least six months.

"A-frame sign," also known as "sandwich board" or "tent sign," means a movable steeply angled sign with two sides that meets at the top in the shape of the letter "A" and is not attached to a structure or the ground.

"Air blown sign" means a sign that is intended to be inflated by air or other gas.

"Ancillary sign" means any sign allowed by this code, with or without permit, that is not a freestanding, incidental freestanding, wall, roof or projecting sign. If allowed within the zoning designation, ancillary signs include, but are not limited to: A-frame signs, flags (excluding attention flags), and banners.

"Attention flag" also known as "flutter," "feather," "teardrop," or "blade," means a pole-supported sign made of fabric, vinyl, or other similar non-rigid material, where one side of the sign is more than three times as long as any other side.

"Banner" means a sign made of fabric, vinyl, or other similar non-rigid material.

"Banner on street light pole" means a sign made of fabric, vinyl, or other similar non-rigid material intended to be displayed in the right-of-way for a limited period of time which complies with Chapter 15.28 of the Oregon City Municipal Code and the Signs in the Right-of-Way Policy.

"Billboard" means a sign with a display area of three hundred square feet or more, including, but not limited to, outdoor advertising signs as defined in ORS 377.710(21).

"Business" means any trade, profession, occupation or pursuit of every kind conducted in the city for gain.

"Compensation" means the exchange of something of value. It includes, without limitation, money, securities, real property interest, barter of goods or services, promise of future payment, or forbearance of debt. "Compensation" does not include goodwill, or an exchange of value, that a building owner (or leaseholder with a right to possession of the wall upon which the mural is to be placed) provides to an artist, muralist, or other entity, where the compensation is only for the creation and/or maintenance of the mural on behalf of the building owner or leaseholder, and where the building owner or leaseholder fully controls the content of the art mural.

"Construct" or "constructed" means to construct, erect, build, assemble, alter, place, affix, attach, create, recreate, paint, draw or in any way bring into being or establish.

"Cross street banner" means a sign made of fabric, vinyl, or other similar non-rigid material intended to be displayed over the right-of-way for a limited period of time which complies with Chapter 15.28 of the Oregon City Municipal Code and the Signs in the Right-of-Way Policy.

"Display" means an arrangement of objects intended to decorate, advertise, entertain, or inform people about something.

"Display area" means the total size of all sign faces on a sign.

"Fence" and "fencing" mean any barrier or section thereof, other than a wall, designed to delimit a boundary or provide a visual screen.

"Flag" means a piece of fabric of distinctive design that is displayed hanging free from a staff, halyard or building to which it is attached, excluding banners.

"Freestanding sign" means a sign wholly supported from the ground by its own integral structure.

"Frontage" means the full length of a parcel of property that abuts a dedicated street, highway, or a city-approved vehicular public access easement.

"Government owned sign" means a sign owned by a government agency, but does not include a sign constructed by a third-party with grant funds obtained from a government agency.

"Incidental freestanding sign" means a sign wholly supported from the ground by its own integral structure, excluding A-frame signs. The maximum size allowed is less than that of a freestanding sign and greater than an ancillary sign.

"Maintenance" means normal care or servicing needed to keep a sign functional or perpetuate its use, such as cleaning, replacing, or repairing unusable or broken portions of the sign, and repairing defective lighting.

"Premises" means a lot or number of contiguous lots under the same ownership.

"Projecting sign" means a sign projecting more than one foot from the wall of a building.

"Public Art Mural" means an original, two-dimensional work of visual art, comprised of paint, ceramic or glass tiles, or tesserae, metal, executed by hand directly upon, or affixed directly to an exterior wall of a building, where the work of visual art has been approved by the Arts Commission and accepted by the City into its public art collection pursuant to this Chapter.

"Roof sign" means a sign constructed or maintained wholly upon or over the roof of any building with the principal support on the roof structure.

"Sign" means any sign, display message, emblem, figure, painting, drawing, placard, poster, billboard, carving or other thing that is designed, used or intended to convey a message or image and is used to inform or attract the attention of the public, and the term includes the sign structure, display surface and all other component parts of a sign; when dimensions of a sign are specified, the term includes panels and frames; and the term includes both sides of a sign of specified dimensions or display area.

"Sign face" means the total area as measured pursuant to Section 15.28.050.

"Sign official" means any person designated by the city manager to enforce the provisions of this chapter, including the review of permit applications, the interpretation of the provisions of this chapter and the issuance of permits.

"Tenant space" means the portion of a structure occupied by a single commercial lease holder, or an owner-occupied space with its own public entrance from the exterior of the building or through a shared lobby, atrium, mall, or hallway and separated from other tenant spaces by walls.

"Traffic control sign or device" means a sign approved by the public works department through the right-of-way permit process, where the sign complies with the city's street standards and/or the Manual on Uniform Traffic Control Devices (MUTCD). In addition, traffic control sign or device includes signs on private property associated with an approved traffic control plan prepared by a transportation engineer and approved by the city through a site plan and design review process that does not involve the content of a sign.

"Undeveloped lot" means a property without a building, business or valid land use approval.

"Wall sign" means a sign that is attached to the wall of a building and extends no more than twelve inches from a wall.

(Ord. No. 14-1003, § 1(Exh. 1), 5-20-2015)

15.28.030 - Scope of sign regulations.

All signs shall be constructed and maintained only as provided by this chapter, except for any of the following:

- A. Signs not visible from either a right-of-way or property under different ownership, provided such signs are constructed and maintained in accordance with applicable law;
- B. Signs inside a building, except for strobe lights visible from the right-of-way or other private property;
- C. Signs carved into or part of materials that are an integral part of a building;
- D. Signs attached to, or carried by a person;
- E. Signs required by law or legal action;
- F. Government owned signs within the right-of-way, government-designated parks, Metro-designated open space and at stormwater facilities;
- G. City owned signs;
- H. Public art murals identified on the Oregon City Existing Mural List; and
- I. Traffic control signs and devices.

(Ord. No. 14-1003, § 1(Exh. 1), 5-20-2015)

15.28.040 - Permit required.

- A. Permit Required. No sign shall be constructed except as provided by this chapter and after a permit has been issued by the sign official. This permit requirement applies to all signs, except those specifically exempt by a provision of this chapter.
- B. Any of the following signs on private property are subject to compliance with this chapter but do not require a sign permit:
 - 1. Changes of copy whereby the sign size and material are not changing but the message is changed; or
 - 2. Ancillary signs (excluding banners) with no more than two faces and which do not exceed a display area of twelve square feet and a sign face of six square feet.
- C. Permit Application. Application for a sign permit shall be made in writing upon forms furnished by the sign official. A permit application fee shall accompany the application. The amount of the fee shall be adopted by resolution of the city commission. The application shall include all plans and information necessary to establish that the proposed sign complies with all applicable requirements of this chapter and applicable buildings, structural and life safety codes. The permit shall be valid if the sign is constructed in compliance with the city code and to the specifications described in the approved sign permit. Any permit issued under this chapter shall be void if the sign is not constructed in accordance with any conditions of the permit and the applicable requirements of this chapter within ninety days following the date of its issuance, excluding any appeals of the city's decision. Any permit issued under this chapter shall remain in effect as long as the sign is constructed as approved in the permit and maintained as required in 15.28.140. If an applicant seeks to have the city treat its property as a premises for purposes of the sign code, then the application shall explain how the property meets the definition of premises in Section 15.28.020.
- D. Appeals. Any party aggrieved by a decision of the sign official may appeal the decision to the planning commission. Any such appeal shall be in writing and be received by the city recorder no later than fourteen days after the date the challenged decision is final. The planning commission or city commission may initiate an appeal on its own motion within the fourteen-day period. The appropriate appeal fee established by resolution of the city commission shall accompany the appeal. Proceedings before the planning commission shall comply with the provisions of Chapter 17.50 of this code, including the provisions relating to city commission review of planning commission decisions involving conditional use permits.
- E. In addition to this chapter, signs shall be approved by the historic review board as required by Oregon City Municipal Code Section 17.40.060. The review shall not consider the content of the sign in any way.

(Ord. No. 14-1003, § 1(Exh. 1), 5-20-2015)

15.28.050 - Measuring sign dimensions.

- A. The following criteria shall be used for the purpose of determining the boundaries of a sign:
 - 1. The sign face includes the area within a perimeter enclosing the limits of lettering, writing, representation, emblem, figure, character and lighted surface, but excluding essential sign structure, foundations or supports. Where a sign is of a three-dimensional, round, or irregular solid shape, the largest cross-section shall be used in a flat projection for the purpose of determining sign face.
 - 2. When signs are constructed in multiple separate pieces the sign face is calculated by measuring the area within a perimeter enclosing the limits of lettering, writing, representation, emblem, figure, character and light surface, but excluding essential sign structure, foundations or support on all pieces collectively.
- B. Sign width is measured as the horizontal distance between the outermost area of sign face for wall signs and includes the supporting structure for all other sign types.

- C. The height of a sign above grade is measured from the average level of the grade below the sign to the topmost point of the sign, including any supporting structure.
- D. Clearance is measured from the average grade below the sign to the lowermost point of the sign.

Figure 15.28.050.A Two-Dimensional Signs

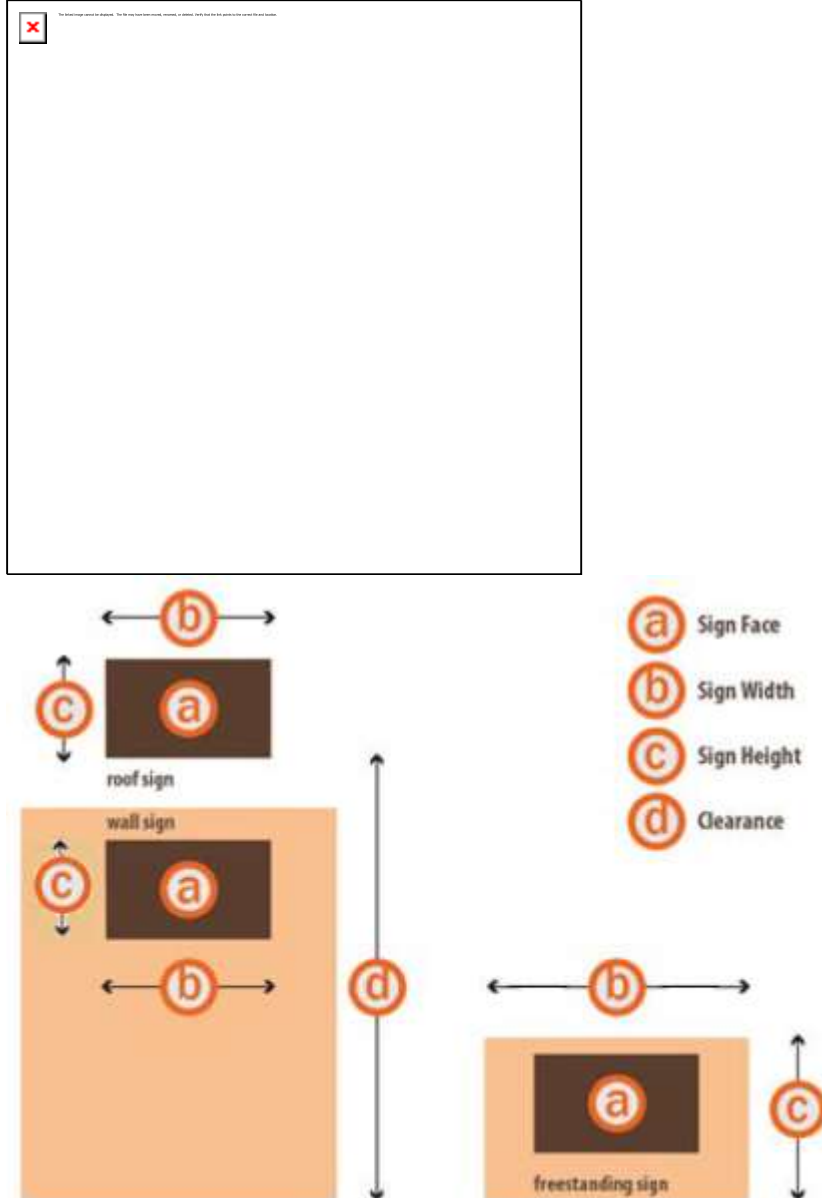
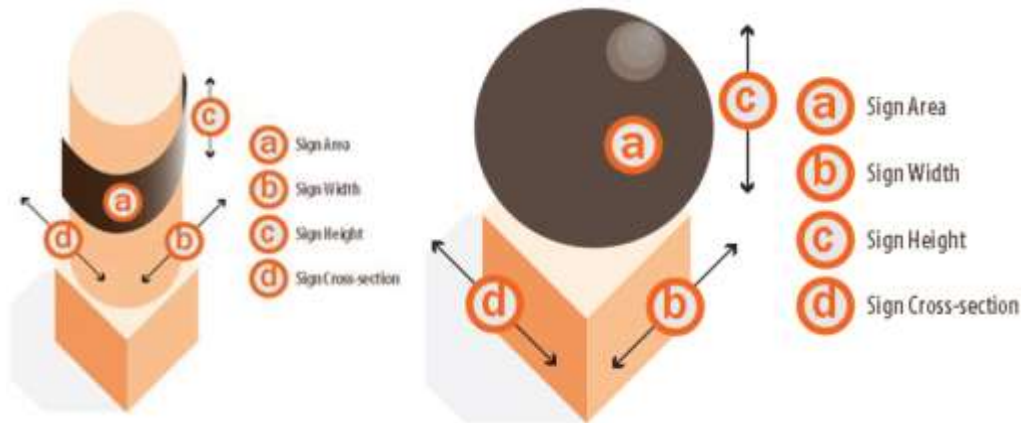
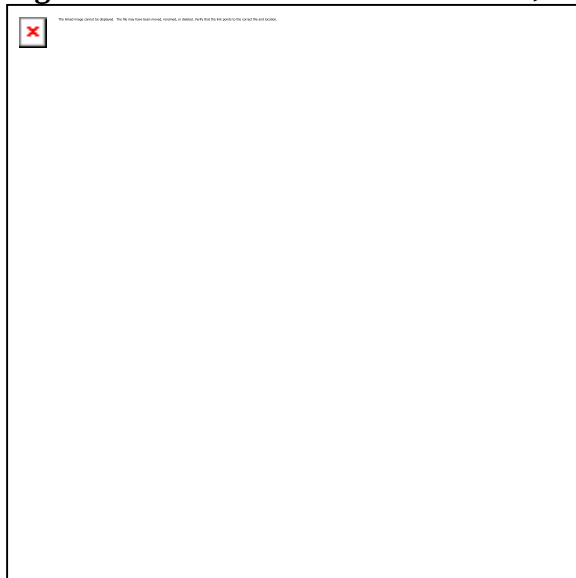


Figure 15.28.050.B Three-Dimensional, Round or Irregular Signs



(Ord. No. 14-1003, § 1(Exh. 1), 5-20-2015)

15.28.060 - Signs in residential zones (excluding multi-family).

These standards apply to the following zoning designations: "R-10" Single-Family Dwelling District, "R-8" Single-Family Dwelling District, "R-6" Single-Family Dwelling District, "R-5" Single-Family Dwelling District, and "R-3.5" Dwelling District, except for those subject to Section 15.28.070 or 15.28.100.

- A. General. All of the following standards apply to all signs in residential zones (excluding multi-family):
1. A minimum of fifty percent of the sign shall be constructed of metal, wood, stone, brick, rock or any combination thereof.
 2. If a sign is illuminated, the source of illumination shall be external to the sign and directed or shielded so as to not shine directly onto any neighboring structures.
 3. With the exception of projecting and wall signs, signs shall not project over the right-of-way. Signs projecting into the right-of-way shall receive approval by the city engineer.

4. With the exception of wall signs, signs shall maintain a minimum clearance of ten feet above grade over pedestrian or vehicular areas, and fourteen feet above grade over areas of truck access.
- B. Wall Sign. All of the following standards apply to wall signs in residential zones (excluding multi-family):
1. A maximum of one wall sign is allowed for each property frontage. A wall sign is prohibited if there is a projecting sign along the same property frontage.
 2. The sign face shall not exceed twelve square feet.
 3. The sign width shall not exceed five linear feet.
- C. Freestanding Sign. Freestanding signs are prohibited.
- D. Incidental Freestanding Signs. Incidental freestanding signs are prohibited.
- E. Projecting Signs. All of the following standards apply to projecting signs in residential zones (excluding multi-family):
1. A maximum of one projecting sign is allowed for each property frontage. A projecting sign is prohibited if there is a wall sign along the same property frontage.
 2. The display area shall not exceed twenty-four square feet and the sign face shall not exceed twelve square feet.
 3. The sign shall not have more than two faces.
 4. The projection from a building wall shall not exceed six feet and shall not project within two feet of the curb line.
 5. The projection above the wall on which the sign is constructed shall not exceed one foot.
 6. The visible supporting structure shall be constructed of metal, wood, stone, brick, rock or any combination thereof.
- F. Roof Signs. Roof signs are prohibited.
- G. Ancillary Signs. All of the following standards apply to ancillary signs in residential zones (excluding multi-family):
1. A maximum of two ancillary signs are allowed per property.
 2. The sign shall not have more than two faces.
 3. The display area shall not exceed twelve square feet and the sign face shall not exceed six square feet.
 4. Banners are prohibited in residential zones unless approved under Section 15.28.070.

(Ord. No. 14-1003, § 1(Exh. 1), 5-20-2015)

15.28.065 - Signs in multi-family residential zones.

These standards apply to the "R-2" Multi-Family Dwelling District zoning designation, except for those subject to Section 15.28.070 or 15.28.100.

- A. General. All of the following standards apply to all signs in multi-family residential zones:
1. A minimum of fifty percent of the sign shall be constructed of metal, wood, stone, brick, rock or any combination thereof.
 2. If a sign is illuminated, the source of illumination shall be external to the sign and directed or shielded so as to not shine directly onto any neighboring structures.

3. With the exception of projecting and wall signs, signs shall not project over the right-of-way. Signs projecting into the right-of-way shall receive approval by the city engineer.
 4. With the exception of wall signs, signs shall maintain a minimum clearance of ten feet above grade over pedestrian or vehicular areas, and fourteen feet above grade over areas of truck access.
- B. Wall Sign. All of the following standards apply to wall signs in multi-family residential zones:
1. A maximum of one wall sign is allowed for each property frontage. A wall sign is prohibited if there is a projecting sign along the same property frontage.
 2. The sign face shall not exceed twenty square feet.
 3. The sign width shall not exceed five linear feet.
- C. Freestanding Sign. All of the following standards apply to freestanding signs in multi-family residential zones:
1. A maximum of one freestanding sign for each property frontage is allowed.
 2. The display area shall not exceed forty square feet and the sign face shall not exceed twenty square feet.
 3. The sign width shall not exceed ten linear feet.
 4. The sign height shall not exceed five feet.
- D. Incidental Freestanding Signs. Incidental freestanding signs are prohibited.
- E. Projecting Signs. All of the following standards apply to projecting signs in multi-family residential zones:
1. A maximum of one projecting sign is allowed for each property frontage. A projecting sign is prohibited if there is a wall sign along the same property frontage.
 2. The display area shall not exceed forty square feet and the sign face shall not exceed twenty square feet.
 3. The sign shall not have more than two faces.
 4. The projection from a building wall shall not exceed six feet and shall not project within two feet of the curb line.
 5. The projection above the wall on which the sign is constructed shall not exceed one foot.
 6. The visible supporting structure shall be constructed of metal, wood, stone, brick, rock or any combination thereof.
- F. Roof Signs. Roof signs are prohibited.
- G. Ancillary Signs. All of the following standards apply to ancillary signs in multi-family residential zones:
1. A maximum of two ancillary signs are allowed per property.
 2. The sign shall not have more than two faces.
 3. The display area shall not exceed twelve square feet and the sign face shall not exceed six square feet.
 4. Banners are prohibited in multi-family residential zones unless approved under Section 15.28.070.

(Ord. No. 14-1003, § 1(Exh. 1), 5-20-2015)

15.28.070 - Signs for conditional uses in residential zones.

These standards apply to all conditional uses within a residential zoning district ("R-10" Single-Family Dwelling District, "R-8" Single-Family Dwelling District, "R-6" Single-Family Dwelling District, "R-5" Single-Family Dwelling District, "R-3.5" Dwelling District, and "R-2" Multi-Family Dwelling District) unless otherwise limited in the conditional use approval. Conditional uses are identified within each applicable zoning designation. Signs within the right-of-way shall comply with Section 15.28.100.

- A. General. All of the following standards apply to all signs for conditional uses in residential zones:
 - 1. With the exception of banners, at least fifty percent of the wall sign shall be constructed of metal, wood, stone, brick, rock or any combination thereof.
 - 2. If a sign is illuminated, the source of illumination shall be external to the sign and directed or shielded so as to not shine directly onto any neighboring structures.
 - 3. With the exception of projecting and wall signs, signs shall not project over the right-of-way. Signs projecting into the right-of-way shall receive approval by the city engineer.
 - 4. With the exception of wall signs, signs shall maintain a minimum clearance of ten feet above grade over pedestrian or vehicular areas, and fourteen feet above grade over areas of truck access.
- B. Wall Sign. All of the following standards apply to wall signs for conditional uses in residential zones:
 - 1. A maximum of one wall sign per frontage is allowed.
 - 2. The sign face shall not exceed thirty-two square feet.
 - 3. The sign width shall not exceed ten linear feet.
- C. Freestanding Sign. All of the following standards apply to freestanding signs for conditional uses in residential zones:
 - 1. A maximum of one freestanding sign per lot is allowed.
 - 2. The display area shall not exceed sixty-four square feet and the sign face shall not exceed thirty-two square feet.
 - 3. The sign width shall not exceed ten linear feet.
 - 4. The sign height shall not exceed fifteen feet.
- D. Incidental Freestanding Signs. Incidental freestanding signs are prohibited.
- E. Projecting Signs. All of the following standards apply to projecting signs for conditional uses in residential zones:
 - 1. A maximum of one projecting sign is allowed if there is not a freestanding or wall sign on the same frontage.
 - 2. The display area shall not exceed sixty-four square feet and the sign face shall not exceed thirty-two square feet.
 - 3. The sign shall not have more than two faces.
 - 4. The projection from a building wall shall not exceed six lineal feet and shall not project within two feet of the curb line.
 - 5. The projection above the wall on which the sign is constructed shall not exceed one foot.
 - 6. The visible supporting structure shall be constructed of metal, wood, stone, brick, rock or any combination thereof.
- F. Roof Signs. Roof signs are prohibited.
- G. Ancillary Signs. All of the following standards apply to ancillary signs for conditional uses in residential zones.

1. A maximum of two ancillary signs (including banners) are allowed per property.
2. The sign shall not have more than two faces.
3. The display area shall not exceed twelve square feet and the sign face shall not exceed six square feet.
4. Additional standards for banners:
 - a. For a single property, banners may be in place for up to thirty days, up to twice per year.
 - b. Banners shall be securely placed against a building wall and may not project from the wall.
 - c. The sign length shall not exceed six lineal feet.
 - d. The sign height shall not exceed four lineal feet.
 - e. Banners are prohibited within a historic district and on any property designated as a historic landmark.

(Ord. No. 14-1003, § 1(Exh. 1), 5-20-2015)

15.28.080 - Signs in office, commercial, mixed use and industrial zones.

The following standards apply to signs in office, commercial, mixed use and industrial zones which are not identified in Section 15.28.060, 15.28.065, 15.28.070, or 15.28.100 unless otherwise provided by this code.

- A. General. All of the following standards apply to all signs in office, commercial, mixed use and industrial zones:
 1. With the exception of projecting or wall signs, signs shall not project over the right-of-way. Signs projecting into the right-of-way shall receive approval by the city engineer.
 2. With the exception of wall signs, signs shall maintain a minimum clearance of ten feet above grade over pedestrian or vehicular areas, and fourteen feet above grade over areas of truck access.
- B. Wall Signs. All of the following standards apply to wall signs in office, commercial, mixed use and industrial zones:
 1. The number of wall signs is unlimited provided the total combined display area of wall signs, projecting signs and banners does not exceed twenty square feet for each ground floor tenant space on which the sign is constructed. For ground floor tenant spaces exceeding twenty feet of wall length on which the sign is constructed and tenant spaces not on the ground floor, signage shall not exceed one square foot per each lineal foot of the wall length of the tenant space on which the sign is constructed.
 2. Signs on structures such as awnings, canopies, false fronts and wall extensions that do not extend more than one foot from the structure are considered wall signs.
- C. Freestanding Signs. All of the following standards apply to freestanding signs in office, commercial, mixed use and industrial zones:
 1. A maximum of one freestanding sign is allowed for each street frontage. On arterial streets, if a frontage exceeds a length of six hundred linear feet a second freestanding sign is allowed. In all cases, no freestanding sign shall be permitted on the same frontage where there is a projecting or roof sign.
 2. Freestanding signs on the same frontage shall be separated by a minimum of fifty feet distance.
 3. Maximum display area:

- a. Where the street frontage is less than fifty feet in length, the display area shall not exceed fifty square feet and the sign face shall not exceed twenty-five square feet.
 - b. Where the street frontage is fifty feet or greater but less than two hundred feet in length, display area shall not exceed one hundred square feet and the sign face shall not exceed fifty square feet.
 - c. Where the street frontage is two hundred feet or greater in length, the display area shall not exceed three hundred square feet and the sign face shall not exceed one hundred fifty square feet.
 - d. In no case shall any sign have a display area in excess of three hundred square feet.
- 4. The sign width shall not exceed twenty linear feet.
- 5. Where the street frontage is two hundred feet in length or less the sign height shall not exceed twenty-five feet. Where the street frontage is more than two hundred feet in length, the sign height shall not exceed thirty feet.
- D. Incidental Freestanding Signs. All of the following standards apply to incidental signs in office, commercial, mixed use and industrial zones:
 - 1. A maximum of one incidental freestanding sign is allowed for each street frontage.
 - 2. The display area shall not exceed sixteen square feet and the sign face shall not exceed eight square feet.
 - 3. The sign height shall not exceed fifteen feet.
- E. Projecting Signs. All of the following standards apply to projecting signs in office, commercial, mixed use and industrial zones:
 - 1. A maximum of one projecting sign is allowed for each tenant space if there is not a freestanding or roof sign on the same frontage.
 - 2. The total combined display area of projecting signs and wall signs shall not exceed one square foot per each lineal foot of the wall length of the tenant space on which the sign is constructed. Each ground floor tenant space may have a minimum sign face of twenty square feet, regardless of the limitation above.
 - 3. The sign shall not have more than two faces.
 - 4. The projection from a building wall shall not exceed six lineal feet and shall not project within two feet of the curb line.
 - 5. The projection above the wall on which the sign is constructed shall not exceed one foot.
 - 6. The visible supporting structure shall be constructed of metal, wood, stone, brick, rock or any combination thereof.
- F. Roof Signs. All of the following standards apply to roof signs in office, commercial, mixed use and industrial zones:
 - 1. A maximum of one roof sign is permitted for each frontage if there is no projecting sign or freestanding sign along the frontage.
 - 2. Maximum display area:
 - a. Where the street frontage is less than fifty feet, the display area shall not exceed fifty square feet and the sign face shall not exceed twenty-five square feet.
 - b. Where the street frontage is fifty feet or greater but less than two hundred feet, the display area shall not exceed one hundred square feet and the sign face shall not exceed fifty square feet.

- c. Where the street frontage is two hundred feet or greater, the display area shall not exceed three hundred square feet and the sign face shall not exceed one hundred fifty square feet.
 - d. In no case shall any sign have a display area in excess of three hundred square feet.
- 3. The sign width shall not exceed twenty feet and the sign height may not exceed ten feet.
- 4. Skirting is required to obscure exposed hardware used to attach the sign to the roof, as viewed from the adjacent street level perspective.
- G. Ancillary Signs. All of the following standards apply to ancillary signs in office, commercial, mixed use and industrial zones:
 - 1. A maximum of two ancillary signs (including banners) are allowed per property.
 - 2. The sign shall not have more than two faces.
 - 3. The maximum display area is twelve square feet and the maximum sign face is six square feet.
 - 4. Additional standards for banners:
 - a. For a single property, banners may be in place for up to thirty days, up to twice per year.
 - b. Banners shall be securely placed against a building wall and may not project from the wall.
 - c. Banners shall comply with the wall sign size requirements and the sign length shall not exceed six linear feet.
 - d. The sign height shall not exceed four linear feet.
 - e. Banners are prohibited within a historic district and on any property designated as a historic landmark.

(Ord. No. 14-1003, § 1(Exh. 1), 5-20-2015)

15.28.090 Public art murals.

- A. Public Art Mural Program Intent and Purpose. The intent and purpose of this section is to encourage the production of public art murals for acquisition by the City. Public art murals are a medium of expression which serves the public interest in unique ways, including, but not limited to: enhancing the aesthetics of the City; providing avenues for original artistic expression in the City; providing public edification through access to original works of public art; encouraging community participation in the creation of original works of art; and reducing the incidence of graffiti and other crime.
- B. Criteria for Public Art Murals. All of the following criteria shall be met for public art murals:
 - 1. Public art murals shall remain in place, without alteration, for a period of not less than five (5) years, except as may be specified by a designated governing body or by the Arts Commission in the conditions of approval. Within 30 days of the end of the approval period, the public art mural shall be removed unless a new approval is granted. Alterations to an approved and/or installed mural shall receive approval by a designated governing body or the Arts Commission.
 - 2. No public art murals shall be allowed on single-family dwellings, duplexes, 3-4 plexes, or multi-family dwellings. As used in this subsection, single-family dwellings, duplexes, 3-4 plexes, or multi-family dwellings do not include mixed-use buildings which contain a single-family dwelling, duplex, or multi-family dwellings.

3. Public art murals shall only be permitted within approved zoning districts.
 - a. Approved zoning districts include:
 - i. General Commercial
 - ii. Mixed Use Downtown
 - iii. Mixed Use Corridor 1
 - iv. Mixed Use Corridor 2
 - v. Willamette Falls Downtown District
 - vi. Institutional
 - b. Any use that is listed under permitted uses in the Institutional district in 17.39.020 but located in a non-Institutional Zone.
4. The public art mural shall be painted, or if ceramic, glass tiles, tesserae, or metal, applied directly onto the surface of a building with a paint, ceramic, glass tiles, tesserae, or metal that ensures longevity, durability, and structural and surface stability. No part of the public art mural shall exceed the height of the structure to which it is tiled, painted, or affixed.
5. No part of the public art mural shall be placed over the exterior surface of any opening of a building in a manner that prohibits use of the opening, including its windows, doors, and vents.
6. No public art mural may contain electrical components, three dimensional structural elements; employ electrical lights as part of the image, moving structural elements, flashing or sequential lighting, interior lighting elements, any automated method that causes movement, or any method that causes periodic changes in the appearance, image or message of the public art mural.
7. Public art murals shall be located in a manner that is accessible to the public.
8. The mural proposal is not mechanically reproduced, or computer generated and printed on a base that will be attached to the wall, such as, by way of illustration but not limitation, images digitally printed on vinyl.
9. The mural proposal shall include methods to mitigate the impacts of weather and vandalism and a commitment to repair the mural surface as necessary for a minimum of five years.
10. No compensation will be given or received for the display of public art murals or for the right to place the mural on another's property.
11. The approval and acceptance of each public art mural shall be contingent upon the conveyance of a public art mural easement to the City from the owner of the building upon which the mural will be located, in a form approved by the City Attorney. The terms of the easement shall grant the right to create the public art mural on the wall of the building and provide that the person granting the easement will maintain and restore the public art mural in its original condition for the period of the easement, and state that upon termination of the easement, the mural shall be removed, and the building restored to its prior condition.
- C. Approval Process.
 1. Unless the Arts Commission is inactive, public art murals shall be approved by the Oregon City Arts Commission at a public hearing based on the criteria in the Oregon City Municipal Code. Notice of the application and the hearing date is published online and mailed to the applicant, recognized neighborhood association(s) and property owners within three hundred (300) feet of the proposed mural location. Notice must be issued at least twenty (20) days pre-hearing, and the staff report must be available at least seven (7) days pre-hearing. At the evidentiary hearing held before the Arts Commission, all issues must be raised and addressed. Failure to raise an issue at the hearing will preclude review on that issue.
 2. In lieu of an active Arts Commission, the Oregon City Economic Development Department will review the proposal based on the criteria in the Oregon City Municipal

Code without a public hearing. Notice of the application will be published online and mailed to the applicant, recognized neighborhood association(s) and property owners within three hundred (300) feet of the proposed mural location. There shall be a minimum twenty (20)-day public comment period. All issues must be raised and addressed during the public comment period. Failure to raise an issue will preclude review on that issue.

- D. The decision is appealable to the City Commission on the record. Notice of the appeal must be received in writing by the Economic Development Department within fourteen (14) calendar days from the date the challenged decision is provided to those entitled to notice. Late filing of any appeal shall be deemed a jurisdictional defect and will result in the automatic rejection of any appeal so filed.

1. All of the following must be included as part of the notice of appeal:

- a. The City file number and date the decision to be appealed was rendered;
- b. The name, mailing address and daytime telephone number for each appellant;
- c. A statement of how each appellant has an interest in the matter and standing to appeal;
- d. A statement of the specific grounds for the appeal;
- e. The Appropriate Appeal Fee. Failure to include the appeal fee within the appeal period is deemed to be a jurisdictional defect and will result in the automatic rejection of any appeal so filed. If a City-recognized neighborhood association with standing to appeal has voted to request a fee waiver pursuant to Oregon City Municipal Code Section 17.50.290.C, no appeal fee shall be required for an appeal filed by that association. In lieu of the appeal fee, the neighborhood association shall provide a duly adopted resolution of the general membership or board approving the request for fee waiver.

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

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

- a. The file number and date of the decision being appealed;
- b. The time, date and location of the public hearing;
- c. The name of the applicant, owner and appellant (if different);
- d. The street address or other easily understood location of the subject property;
- e. A description of the permit requested and the applicant's mural proposal;
- f. A brief summary of the decision being appealed and the grounds for appeal listed in the notice of appeal;
- g. A statement that the appeal hearing is confined to the issues raised in the notice of appeal;
- h. A general explanation of the requirements for participation and the City's hearing procedures.

4. The City Commission decision on appeal is the City's final decision.

No person shall commence creation of any public art mural without first obtaining approval

from the City, and executing an easement pursuant to section 15.28.090.(B).11. Murals that are created without approval through the aforementioned process that are not otherwise exempt pursuant to this chapter or are inconsistent with the conditions of approval from the City's decision shall not be deemed public art murals.

15.28.100 - Signs in the right-of-way.

All of these standards apply to all signage within the city of Oregon City right-of-way and signs located in compliance with Section 15.28.100.B.1.a, except exempt signs described in Section 15.28.030.

A. Signs on the Ground Within the Right-of-Way. Signs on the ground within the right-of-way shall be permitted in the right-of-way in accordance with all of the following standards:

1. Number of Signs Permitted:

- a. A maximum of one sign within the right-of-way per property frontage not within the Mixed Use Downtown District, Willamette Falls Downtown Design District or Mixed Use Corridor 1 District zoning designations.
- b. Within the Mixed Use Downtown District, Willamette Falls Downtown Design District, or the Mixed Use Corridor 1 District, the number of signs on the ground within the right-of-way is limited to the number of operating and accessible public entrances per building or buildings on the site, up to a maximum of three signs per frontage. All properties are allowed one sign on the ground within the right-of-way per property frontage regardless of the number of building entrances. Multiple doors at one entrance are allowed one sign. Multiple individuals or entities which share the same public entrance are allowed one sign.
- c. Approved traffic control signs or devices do not count towards the number of signs permitted within the right-of-way.

2. Material, Design and Size Standards:

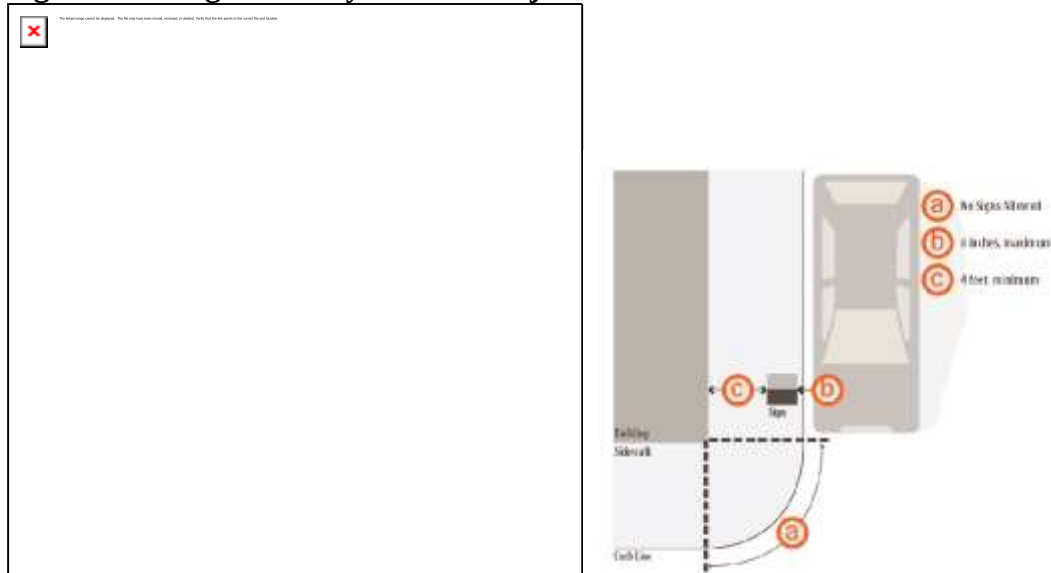
- a. The sign frame shall be wood, plastic or metal.
- b. The sign shall be an A-frame sandwich design.
- c. The sign may not be illuminated.
- d. The sign width shall not exceed twenty-eight inches.
- e. The sign depth shall not exceed two feet.
- f. The sign height shall not exceed three feet.
- g. The display area shall not exceed 12 square feet and the sign face shall not exceed six square feet.

3. Placement Standards:

- a. Signs shall not be placed in parking spaces, pedestrian pathways, or bicycle paths, street corners, transit stop areas, ADA accessible curb ramps, ADA accessible parking spaces, at building exits or fire escapes, or any portion of the street (automobile and bicycle travel lanes, shoulder, medians, traffic islands, and parking areas). The sign may not obstruct pedestrian or ADA access from the sidewalk to transit stop areas, designated ADA accessible parking spaces, ADA accessible ramps or building exits, including fire escapes. Signs may not impede or hinder the vision of drivers or bicyclists. The sign shall be located entirely outside of the area of a right-of-way corner that is between the curb and the lines created by extending the property line to the curb face. Signs placed within the right-of-way shall not obstruct traffic control signs or devices.

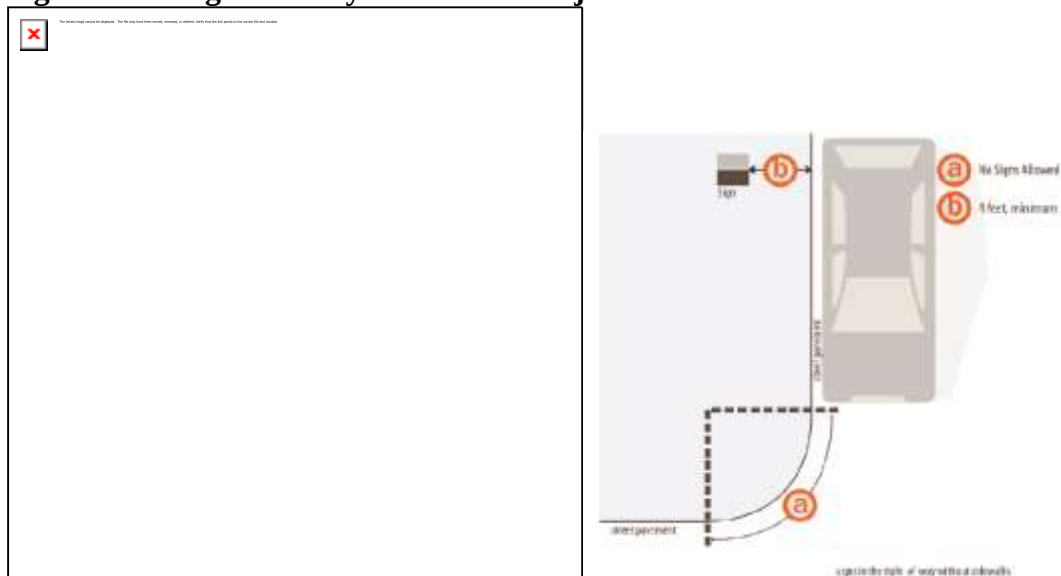
- b. For signs placed within the right-of-way with an adjacent sidewalk: The sign shall be placed within six inches of the face of the curb. Four feet of clearance width shall be retained on the sidewalk.

Figure 15.28.100.A.3.b:
Signs in the Right-of-Way With an Adjacent Sidewalk



- c. For signs placed in the right-of-way without an adjacent sidewalk: The sign shall be located outside of any street pavement and may not be located closer than four feet from the travel lane, turning lane, shoulder, parking lane or bicycle lane.

Figure 15.28.100.A.3.c:
Signs in the Right-of-Way Without an Adjacent Sidewalk



- d. Signs placed in the right-of-way shall remain portable and shall not be attached or anchored in any manner to trees or public property, including, but not limited to, utility or light poles, parking meters, traffic control signs, the ground, or pavement.

4. Hours of Sign Placement:
 - a. For signs not within residential zoning designations: Signs may be within the right-of-way between the hours of nine a.m. and ten p.m.
 - b. Signs within residential zoning designations may be displayed on Thursday, Friday, Saturday, and Sunday between twelve p.m. and eight p.m. daily; and from six a.m. to one p.m. on Tuesday.
5. Approval of the adjacent property owner is required.
- B. Cross Street Banners. Temporary banners which extend over a roadway shall be permitted in the right-of-way upon issuance of a permit in accordance with the requirements contained in the most recently adopted Policy for Cross Street Banners and Banners on Street Light Poles. Banners shall be installed, re-secured, and removed by the city.
- C. Banners on Street Light Poles. Temporary banners on street light poles shall be permitted in the right-of-way upon issuance of a permit in accordance with the requirements contained in the most recently adopted Policy for Cross Street Banners and Banners on Street Light Poles. Banners shall be installed, re-secured, and removed by the city.
- D. Signs which Project over the Right-of-Way from Private Property. With the exception of projecting signs, no sign on private property may project into the right-of-way. Signs projecting into the right-of-way shall maintain a minimum clearance of ten feet above grade over pedestrian or vehicular areas, and fourteen feet above grade over areas of truck access.
- E. Who May Place the Sign. Permits for signs within the right-of-way are approved on a first-come, first-served basis.
- F. Right-of-Way Sign Permit Process.
 1. Signs on the Ground. For all properties not zoned residential, an annual A-frame sign within the right-of-way permit is required except on Thursday, Friday, Saturday, or Sunday between twelve p.m. and eight p.m. daily; or from six a.m. to one p.m. on Tuesday. Placement of signs subject to this exception shall meet all other applicable requirements in this chapter. An approval sticker shall be placed on each sign within the right-of-way to easily distinguish the approved signs.
 2. Cross Street Banner. A cross street banner within the right-of-way permit is required each time a cross street banner is installed.
 3. Banners on Light Posts. A street light banner permit is required each time a banner on a light post is installed.
 4. Signs which Project over the Right-of-Way from Private Property. Approval from the city engineer is required each time a sign is installed.
 5. The city commission shall establish permit fees for signs located within the right-of-way.
 6. The applicant shall comply with and obtain any permits issued by any other applicable agency.
- G. Liability. The sign owner shall assume all liability associated with a sign within the right-of-way regardless of whether a permit is required.
- H. Removal of Signs within the Right-of-Way.
 1. Existing signs that do not comply with these standards or that have not obtained a valid permit may be removed.
 2. The city engineer may require signs to be modified, moved or removed if streets are widened or other improvements are made in the right-of-way that result in conditions where the sign placement will not comply with the above standards. The modification, moving or removing will be at the owner's expense.

3. The city reserves the right to change or remove the approved cross street banners or banners on light posts at any time after the installation based on operational and/or safety conditions.

(Ord. No. 14-1003, § 1(Exh. 1), 5-20-2015)

15.28.110 - Prohibited signs.

It is unlawful for any of the following signs to be constructed or maintained except as otherwise provided in this chapter:

- A. A sign that interferes in any way with a traffic control sign or device or prevents clear and unobstructed views of traffic control signs or devices or approaching or merging traffic or does not comply with Chapter 10.32 or 8.08 of the Oregon City Municipal Code.
- B. A sign that contains, includes or is illuminated by any flashing or revolving, rotating or moving light or moves or has any animated or moving parts which move or rotate or change more than three times per day, except as otherwise allowed within this code.
- C. A sign with lighting that is not effectively shielded to prevent beams or rays of light from being directed at any portion of the right-of-way or public vehicular accessway or sign that does not comply with the lighting requirements in OCMC 17.62.065.
- D. A sign located upon a tree, or painted or drawn upon a natural feature.
- E. A sign that obstructs free ingress to or egress from any door, window or fire escape, alley, drive or fire lane, or is attached to a fire escape.
- F. Any sign with a display area larger than twelve square feet or six square feet per sign face on an undeveloped lot or parcel of property.
- G. Attention flags.
- H. A-frame signs with a display area larger than twelve square feet or six square feet per sign face or taller than three feet.
- I. Air blown signs.
- J. Billboards.
- K. Signs on fences or fencing.
- L. Banners unless otherwise allowed by this chapter.
- M. Abandoned signs.
- N. Signs that emit any sound, vibration, or smell.
- O. Flags larger than one square foot for each lineal foot in height of the flag pole or structure to which the flag is affixed.
- P. Flags exceeding sixty square feet.
- Q. Signs that may be confused with public traffic signs or highway identification.
- R. A sign not otherwise in compliance with any provision of this code, Oregon law or the terms and conditions of any valid sign permit issued under this chapter.

(Ord. No. 14-1003, § 1(Exh. 1), 5-20-2015)

15.28.120 - Nonconforming signs.

All of the following standards apply to all nonconforming signs:

- A. Signs that were lawfully constructed and otherwise lawfully existing but no longer comply with this code are allowed to remain until removed. Nothing in this section shall be deemed to prevent the maintenance of any sign, or changes of sign copy on a sign.
- B. No additions or enlargements may be made to a nonconforming sign except those additions or enlargements that are required by law.
- C. A sign that is moved, replaced, or structurally altered shall be brought into conformance with this chapter.
- D. A nonconforming sign (including the sign structure, foundation and supports) that is damaged shall not be repaired if the estimated expense to repair the sign exceeds fifty percent of the replacement cost of the sign as of the day before the sign was damaged. A damaged nonconforming sign that cannot be repaired shall be removed within ninety days of the date the sign was damaged. Whenever a nonconforming sign is damaged and the estimated cost to repair the sign is fifty percent or less of its replacement value as of the day before the sign was damaged, it may be repaired and restored to the condition it was in before it was damaged and may continue to be used as a nonconforming sign, provided that such repairs and restoration are started within ninety days of the date the sign was damaged and are diligently pursued thereafter. Whenever repairs and restoration of a damaged nonconforming sign are not started within ninety days of the date the sign was damaged or are diligently pursued once started, the sign shall be deemed abandoned.
- E. Abandoned signs shall not be deemed nonconforming signs. No nonconforming sign shall be permitted to remain unless properly repaired and maintained as provided in this chapter. A sign maintained in violation of this provision shall be considered abandoned and will be removed as provided in this chapter. Any nonconforming sign that is determined by the building official to be an unsafe sign shall be removed as provided in this chapter. Any nonconforming sign that is determined to be an abandoned sign shall be removed as provided in this chapter.

(Ord. No. 14-1003, § 1(Exh. 1), 5-20-2015)

15.28.130 - Variances.

All of the following standards apply to variances to this chapter:

- A. Grounds for Variance. Upon application by an applicant, the planning commission may grant a specific variance from provisions of this chapter provided all of the following circumstances exist:
 - 1. That the variance from the requirements is not likely to cause substantial damage to adjacent properties by reducing light, air, safe access or other desirable or necessary qualities otherwise protected by this title;
 - 2. That the request is the minimum variance that would alleviate the hardship;
 - 3. Granting the variance will equal or exceed the purpose of the regulation to be modified;
 - 4. Any impacts resulting from the adjustment are mitigated;
 - 5. No practical alternatives have been identified which would accomplish the same purpose and not require a variance; and
 - 6. The variance conforms to the comprehensive plan and the intent of the ordinance being varied.
- B. Variance Fee. At the time of application for variance from the provisions of this chapter, the applicant shall pay a fee in accordance with the fee schedule established and amended from time to time by the city commission and on file with the city recorder.
- C. Procedure. A variance application shall be treated in the manner provided by Chapter 17.50 of this code with respect to zoning variances.

(Ord. No. 14-1003, § 1(Exh. 1), 5-20-2015)

15.28.140 - Maintenance.

All signs, together with all supporting structures, shall be well maintained and kept in a good state of repair. Without limiting the foregoing, all sign owners shall comply with all of the following maintenance:

- A. Shall keep signs and supporting structures free from rust, dirt, debris, and chipped, cracked or peeling paint.
- B. Shall remove hanging, dangling, and cracked portions from all signs and supporting structures.
- C. Shall repair frayed parts on all signs and supporting structures.
- D. Shall replace defective lighting on all signs and supporting structures.
- E. Shall remove graffiti and unauthorized stickers from all signs and supporting structures.

(Ord. No. 14-1003, § 1(Exh. 1), 5-20-2015)

15.28.150 - Violation—Penalty.

In addition to any other provisions hereof, it is unlawful for any person to maintain a sign or advertising structure in violation of the provisions of this chapter. Violation of any provision of this chapter is subject to the code enforcement procedures of Chapters 1.16, 1.20, and 1.24.

(Ord. No. 14-1003, § 1(Exh. 1), 5-20-2015)

15.28.160 - Conflict and severability.

In the event any provision herein is found to be in conflict with any zoning, building, fire safety, health or other code provisions of the city, the provision which establishes the higher standard for the promotion and protection of the health, safety and welfare of the people shall prevail.

A finding by a court of competent jurisdiction that any part, section, subsection, paragraph, subparagraph, sentence, clause, phrase, term or word is declared invalid shall not invalidate the remaining portions. A permit issued pursuant to this chapter does not grant any authority to violate any other law or regulation that may apply. Any permit or approval issued in conflict with this chapter shall be void.

(Ord. No. 14-1003, § 1(Exh. 1), 5-20-2015)



OREGON CITY

Economic Development

625 Center Street | Oregon City OR 97045
Ph (503) 657-0891 | Fax (503) 722-3880

LEG-21-00002

APPLICATION FOR LEGISLATIVE CODE AMENDMENTS

May 12, 2021

APPLICANT: City of Oregon City, c/o Economic Development Department
625 Center St., PO Box 3040, Oregon City, OR 97045
James Graham, CED, Economic Development Manager
Matthew Weintraub, Tourism Program Specialist

REQUEST: Amendments to Chapter 15.28.020 of the Oregon City Municipal Code –
Definitions
Creation of Chapter 15.28.090 of the Oregon City Municipal Code – *Public art murals*

APPLICATION DATE: May 12, 2021

BACKGROUND

File No. LEG-21-00002 amends Chapter 15.28 of the Oregon City Municipal Code, which contains the procedures and conditions for signage. The amendment establishes a Public Art Mural Program and provides criteria upon which Staff, the Arts Commission and City Commission evaluate proposed art installations.

Public art murals are currently not allowed in Oregon City. Art and signage that is affixed to a building are currently regulated by Chapter 15.28 of the Oregon City Municipal Code. However, many municipalities in Oregon permit and regulate public art murals. A subsequent goal of the proposed code amendment is to provide clarity for City staff and officials on the interpretation and implementation of the City's role in the permitting process

The City Commission directed staff to identify amendments to the Oregon City Municipal Code that would allow for the installation of and clarity around public art murals to support the existing City-adopted Tourism Strategic Plan and in support of adopted Commission Goals.

PROCESS

Adoption of the code amendments is a legislative action that requires review and recommendation from the Oregon City Historic Review Board, the Oregon City Planning Commission and the Oregon City Citizen Involvement Committee prior to adoption by the City Commission following public hearings.

The following direction was provided to guide staff in further amending the code:

- The code amendments should impinge on Oregon's First Amendment protections;
- Any code change should be accompanied by a user-friendly "how-to guide";
- A desire that the code clearly differentiate between murals and signs;

- Any codes amendments or processes should ensure continued preservation of historic buildings within Oregon City;
- The permitting process should be clear and attainable;
- Inclusion of a required maintenance agreement between parties;
- That the Oregon City Historic Review Board recommends a review waiver to allow staff to review mural permits applications on historically designated structures;
- To exclude the Oregon City Planning Commission from any role within the process;

SUMMARY OF CODE AMENDMENTS

For a Detailed Summary of the Amendments please refer to the attachment “Code Amendments Public Comments Matrix 5.12.21.”

II. APPLICABLE REGULATIONS AND APPROVAL CRITERIA

The applicable approval criteria for a legislative action are the guidance provided in the Oregon City Comprehensive Plan, the applicable goals and policies of the Oregon City Comprehensive Plan, and any applicable statewide planning goals.

The remainder of this staff report provides findings to demonstrate that the proposed annexation code amendments are consistent with applicable approval criteria.

Section 2 – *Land Use* of the 2004 Oregon City Comprehensive Plan indicates that the regular review and updated of the Comprehensive Plan should consider the following:

1. Plan implementation process.
2. Adequacy of the Plan to guide land use actions, including an examination of trends.
3. Whether the Plan still reflects community needs, desires, attitudes and conditions. This shall include changing demographic patterns and economics.
4. Addition of updated factual information including that made available to the City of regional, state and federal governmental agencies.

Regular Review and Update

Plan maintenance and updating is a continuous technical review of the Plan by the Planning staff. This review and any subsequent recommendations for Plan updating should be presented to the Neighborhood Associations, Planning Commission and City Commission for input and discussion in the same manner as requested Plan changes. The continuous review should consider:

1. Plan implementation process;

The City Commission initiated the code amendment process starting with a work session held on September 8, 2020. The City Commission received a progress report of the process on March 9, 2021. The feedback provided at this work session helped form the draft code amendments.

Staff presented the amendments to the Citizen Involvement Committee on May 3rd, 2021.

The first evidentiary public hearing for the proposed amendments will be held with the Planning Commission and will follow the notice procedures for a legislative action per OCMC 17.50. The City Commission public hearing will be scheduled once the Planning Commission has completed their review and provided a recommendation on the proposed amendments.

The Department of Land Conservation and Development was notified as required by ORS 197.610 – 197.625. The Staff Report will be made available at least seven days prior to the public hearing and the application will be processed according to the Legislative Hearing Process as required under Oregon City Municipal Code 17.50.170. Implementation of the Plan is discussed further in Criterion 2.

2. *Adequacy of the Plan to guide land use actions, including an examination of trends.*
3. *Whether the Plan still reflects community needs, desires, attitudes and conditions. This shall include changing demographic patterns and economics.*
4. *Addition of updated factual information including that made available to the City by regional, state and federal governmental agencies.*

Chapter 17.68 - Zoning Changes and Comprehensive Plan Amendments

17.68.010 - Initiation of the amendment.

A text amendment to the comprehensive plan, or an amendment to the zoning code or map or the Comprehensive Plan map, may be initiated by:

- A. A resolution request by the City Commission;*
- B. An official proposal by the Planning Commission;*
- C. An application to the Planning Division; or.*
- D. A Legislative request by the Planning Division.*

All requests for amendment or change in this title shall be referred to the Planning Commission.

Response: The proposal qualifies as initiated as a legislative request by the Economic Development Department at the direction of the City Commission.

17.68.015 –Procedures.

Applications shall be reviewed pursuant to the procedures set forth in Chapter 17.50.

17.50.170 - Legislative hearing process.

A. Purpose. Legislative actions involve the adoption or amendment of the city's land use regulations, comprehensive plan, maps, inventories and other policy documents that affect the entire city or large

portions of it. Legislative actions which affect land use shall begin with a public hearing before the planning commission.

B. Planning Commission Review.

1. **Hearing Required.** The planning commission shall hold at least one public hearing before recommending action on a legislative proposal. Any interested person may appear and provide written or oral testimony on the proposal at or prior to the hearing. The community development director shall notify the Oregon Department of Land Conservation and Development (DLCD) as required by the post-acknowledgment procedures of ORS 197.610 to 197.625, as applicable.

C. City Commission Review.

1. **City Commission Action.** Upon a recommendation from the planning commission on a legislative action, the city commission shall hold at least one public hearing on the proposal. Any interested person may provide written or oral testimony on the proposal at or prior to the hearing. At the conclusion of the hearing, the city commission may adopt, modify or reject the legislative proposal, or it may remand the matter to the planning commission for further consideration. If the decision is to adopt at least some form of the proposal, and thereby amend the city's land use regulations, comprehensive plan, official zoning maps or some component of any of these documents, the city commission decision shall be enacted as an ordinance.

2. **Notice of Final Decision.** Not later than five days following the city commission final decision, the community development director shall mail notice of the decision to DLCD in accordance with ORS 197.615(2).

Response: This legislative action will follow the procedures found in OCMC 17.50.170 including meetings with the Citizen Involvement Committee, Historic Review Board Natural Resource Committee, Planning Commission, and City Commission where applicable.

17.68.020 - Criteria.

The criteria for comprehensive plan amendment or text or map amendment in the zoning code are set forth as follows:

A. The proposal shall be consistent with the applicable goals and policies of the comprehensive plan;

Applicant Response: This legislative action will be consistent with the applicable goals and policies of the comprehensive plan as detailed in the responses below. Therefore, the proposed amendments are consistent with Criterion (A).

Conformity of the proposal with the city's comprehensive plan;

Goal 1: Citizen Involvement

Goal 1.1 – Citizen Involvement Program

Policy 1.1.1 Utilize neighborhood associations as the vehicle for neighborhood-based input to meet the requirements of the Land Conservation and Development Commission (LCDC) Statewide Planning Goal 1, Citizen Involvement. The Citizen Involvement Committee (CIC) shall serve as the officially recognized citizen committee needed to meet LCDC Statewide Planning Goal 1.

Goal 1.4 – Community Involvement

Policy 1.4.1 Notify citizens about community involvement opportunities when they occur.

Response: This proposal makes no changes to the City’s citizen involvement program or public notification procedures. Citizens will continue to receive notification about public art mural applications through the procedures in OCMC 17.50.170 for a legislative action. Residents and taxpayers within 300 feet of the proposed installation site will continue to receive public notice of the public art mural.

Comprehensive Plan Section 2 Land Use

Goal 2.4 Neighborhood Livability

Provide a sense of place and identity for residents and visitors by protecting and maintaining neighborhoods as the basic unit of community life in Oregon City while implementing the goals and policies of the other sections of the Comprehensive Plan.

Policy 2.4.1 *Develop local neighborhood plans to strengthen and protect residential neighborhoods and historic areas from infill development; such as development along linear commercial corridors.*

Policy 2.4.2 *Strive to establish facilities and land uses in every neighborhood that help give vibrancy, a sense of place, and a feeling of uniqueness; such as activity centers and points of interest.*

Policy 2.4.3 *Promote connectivity between neighborhoods and neighborhood commercial centers through a variety of transportation modes.*

Policy 2.4.4 *Where environmental constraints reduce the amount of buildable land, and/or where adjacent land differs in uses or density, implement Comprehensive Plan and zoning designations that encourage compatible transitional uses.*

Policy 2.4.5

Ensure a process is developed to prevent barriers in the development of neighborhood schools, senior and childcare facilities, parks, and other uses that serve the needs of the immediate area and the residents of Oregon City.

Response: This proposal makes no changes to the Comprehensive Plan, zoning, or land use designations for lands within the Urban Growth Boundary. The proposed public art mural code amendments may assist in achieving more livable neighborhoods (Goal 2.4).

Goal 5: Open Spaces, Scenic and Historic Areas, and Natural Resources

Goal 5.3 Historic Resources

Policy 5.3.8 *Preserve and accentuate historic resources as part of an urban environment that is being reshaped by new development projects.*

Response: This proposal makes no changes to the existing inventories of open space, scenic and historic areas, and natural resources or the adopted maps, code and policies pertaining thereto.

Goal 9: Economic Development

Goal 9.6: Tourism - Promote Oregon City as a destination for tourism.

Policy 9.6.1 *Protect historic, recreational, and natural resources as the basis for tourism, such as the historic downtown.*

Policy 9.6.4 *Encourage and support citywide events that would attract visitors and tie to the historic attractions of the city. Preserve tourism-related transportation services like the Oregon City Elevator and Trolley.*

Response: This proposal enhances goal 9, by catalyzing community, enhancing vibrancy and livability of neighborhoods, contributing to placemaking, and attracting visitation

Statewide Planning Goals

Response: This proposal makes no changes to the Comprehensive Plan, zoning, or land use designations for lands within the Urban Growth Boundary. Since the City's Comprehensive Plan and its ancillary documents are already acknowledged by the Oregon Department of Land Use and Conservation (DLCD), no further analysis for consistency with Statewide Planning Goals is required.

Date/Name	Topic	Issue / Comment / Concern	Staff Comment	Has this been Addressed? How?
Laura Terway, James Graham, Matthew Weintraub September 2020 Staff Meeting	Free speech protections	<i>"Oregon's First Amendment protections are stronger than the US Constitution's and other jurisdictions have ran into trouble when attempting to regulate this. We should review our code to ensure we are not going to run afoul of the Oregon Constitution"</i> [conversation summary]	Article 1, Section 8 of the Oregon Constitution states, "No law shall be passed restraining the free expression of opinion, or restricting the right to speak, write, or print freely on any subject whatever; but every person shall be responsible for the abuse of this right. —" So that the proposed code amendments do not conflict with the State constitution, staff recommend that any provisions in the code which may impinge on an individual or property owner's free speech rights, be removed or alerted.	Staff have removed the following sections for the 2015 DRAFT code, B7, B9, B11.
Laura Terway, James Graham, Matthew Weintraub, Kelly Reid September 2020 Staff Meeting Public Comment from stakeholders meeting December 2020	MZD Locations	<i>Questions were raised by multiple staff members and by members of the public as to which zoning districts would murals be allowed to be painted within.</i>	In order to alleviate concerns or confusion arising from murals in largely residential districts staff recommend that murals be restricted to several commercial-centric zoning districts. This would further have the effect of accentuating the impact on the local visitor economy that murals may have. This was later expanded to include institutionally zones properties as well.	Staff have added Section B3 to the 2021 DRAFT code to expressly stipulate which zoning districts murals would be allowed within.
Laura Terway, James Graham, Matthew Weintraub September 2020	Murals affixed over openings of buildings	<i>Do we need to clarify the intent of the regulation "No part of the public art mural shall be placed over the exterior surface of</i>	Staff acknowledge that there may be some ambiguity as to why this section exists. Depending on the property, applying art over an opening may be	Staff have added intent to the code (Section B5). It now reads "No part of the public art mural shall be placed over

Staff Meeting		<i>any opening of a building, including its windows, doors, and vents.”?</i>	proposed by an applicant. Staff believe that this should be clarified.	the exterior surface of any opening of a building in a manner that prohibits use of the opening, including its windows, doors, and vents.”
Public Comment from stakeholders meeting December 2020	Vandalism resistance	<i>Multiple members of the public were concerned that the code requiring “methods to resist vandalism”</i>	Staff agreed that this was a subjective requirement and hard to regulate. Acts of vandalism may occur regardless of efforts to prevent them and it should not be a requirement of mural permit applicants to address this. Staff do believe that mural permit applicants <i>try</i> to ensure that art resists acts of vandalism, but that the City cannot compel this.	Staff have updated Section B9 to remove subject language. In permit application questions/programmatic guidelines staff have included language suggesting that permittees apply a coating to the finished artwork which makes removal of graffiti easier.
Public Comment from stakeholders meeting December 2020	Issuance of permits	<i>Members of the public expressed interest in what mechanism the City would use to issue permits for public art murals.</i>	Staff developed a system where the Oregon City Arts Commission and Staff would review permit applications and approve or deny the applications. In lieu of the Arts Commission, Staff would review applications. Applications for public art murals in historic districts, or on historically designated buildings would need to be reviewed and approved by the Historic Review Board.	Staff have updated Section C1 to reflect this.

DRAFT HRB Policy #13 – Public Murals

Public Murals within the historic overlay on a non-designated structure or landmark do not require historic review.

Public Murals on designated historic structures and landmarks can be approved by staff if they meet the following:

- The mural does not cover or obscure architectural features of the building, such as cornices, trim, windows, or other decorative features.
- The mural is located on a secondary building façade.
- Installation and removal of the public art mural will not adversely affect the historic structure.

Murals on the primary façade of a designated structure or landmark, along with murals that are not eligible for staff review, require review by the HRB.

From: [Kelly Reid](#)
To: [Kelly Reid](#)
Subject: FW: Mural Email
Date: Monday, June 21, 2021 11:43:46 AM

From: Liz Hannum <liz@downtownoregoncity.org>
Sent: Tuesday, June 8, 2021 3:04 PM
To: Kattie Riggs <kriggs@orcitey.org>
Subject: Fwd: Mural Email

Hey Kattie,

This is from a property owner in downtown in support of murals. Could you please add it to the packet for the commission when discussing murals? I didn't see it on any agendas coming up, but have been told by EcDev to expect it soon. Do you have a date scheduled yet?

Thanks,
Liz

----- Forwarded message -----

From: **Danielle Walsh** <danielledeewalsh@gmail.com>
Date: Tue, Jun 8, 2021 at 12:14 PM
Subject: Mural Email
To: Downtown Oregon City Association <liz@downtownoregoncity.org>

To Whom it May Concern:

White Rabbit Books and Black Ink Coffee are invested in allowing murals in Oregon City. Not only do murals showcase local talent and increase economic vitality, they also create more inviting and walkable areas for residents and tourists alike.

After purchasing 503 Main Street, we found that the exterior wall was actually an interior wall that would be unsafe for customers and staff in the case of an earthquake; additionally, the mural on the building was in part painted on plywood, which was cracked and peeling off. We were very surprised that after reinforcing the wall for safety (creating a second, exterior wall) that we would not be allowed to replace the mural.

Artwork connects people and drives conversations. It invites people to get out of their cars and out from behind electronics. To not have a codified process to legally have murals in our city is to stifle public art and freedom of expression, to hurt our identity as a community and as a tourism destination.

Thank you,
Danielle and Rolland Walsh

--

Danielle and Rolland Walsh, Owners
White Rabbit Books & Gifts, Black Ink Coffee
503 Main Street
Oregon City, OR 97045

--

Liz Hannum
Executive Director

Downtown Oregon City Association
[814 Main Street](#)
[Oregon City, OR 97045](#)

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Oregon City Public Art Mural Program
Application

Name of Applicant or Sponsoring Organization
Name of Contact Person
Email
Website
Applicant's Mailing Address
City/State/Zip
Phone

Artist Information

Lead Artist's Name
Email
Website
Artists Mailing Address
City/State/Zip
Phone
Names of other participating artists

Property Information
Proposed Mural Location (building or business name)
Street Address/Intersection
Property Owner's Name
Property Owner's E-mail
Property Owner's Phone
Business Owner's Name

Project Start Date

Project Completion Date

Please Complete the Following:

1. Briefly describe the proposed mural and its relation to the building, the surrounding neighborhoods and the community served by the business or agency where the mural will be painted.
2. Describe the wall and site where the mural will be located, including the size of the mural in relation to the actual wall size, street intersection, direction the mural will face, physical condition of the wall (cracks, leaks, concrete, wood, etc.) and visibility to the public.
3. Provide a color image of the proposed mural, with dimensions and placement on the building.

4. Describe the sponsoring organization (if applicable) including a brief narrative, date established, community served and contact information.
5. Specify type of paint or other materials to be used and include technical information about the material's durability, longevity and toxicity.
6. If the mural will be attached to the wall, describe the materials and include a drawing of the attachment plan.
7. Briefly describe the lead artist's experience working as a muralist and describe collaboration with community groups (if applicable).
8. List additional artists working on the project. For each artist, provide a resume or bio, and up to 6 images of the artist's work with an image list that includes the location, budget, year completed and a description of the artist's role (e.g. lead, collaborator, assistant.) For each artist, include a waiver of the Visual Artist Rights Act (attached.)
9. Outline your safety plan for painting or installing the mural. Will you be blocking a public right of way such as a sidewalk or street? If you will use scaffolding, lifts or ladders, include a plan for maintaining access to sidewalks, streets and businesses and insuring the safety of the public and the artists.
10. Attach letters of support from community, property owner and/or surrounding businesses (optional, but highly recommended.)
11. Mural Project Budget-Please attach a budget showing:
 - Income—including grants, donations and in-kind contributions. Which are confirmed?
 - Expenses-materials, fees to artists, equipment rental, etc.

Signatures

Applicant Certification

I, as the public art mural applicant, certify that the information and materials provided herein are correct and true to the best of my knowledge, and I have read, understand and will abide by the City of Oregon City Public Art Murals guidelines.

Signature

Name (print)

Date

Email

Phone

Property Owner Certification:

I certify that I am the owner of the project property. I further certify that I have read, understand, and will abide by the City of Oregon City Public Art Mural Guidelines, and I give permission for the placement of the mural as presented in the application.

Signature

Name (print)

Date

Email

Phone

Confirmation of Maintenance Responsibility:

I agree to maintain the mural as required by the City of Oregon City Public Art Mural Program. I understand that the City requires an anti-graffiti coating be applied to the completed mural to help abate graffiti and vandalism. In doing the maintenance, I will comply with any relevant provisions of City of Oregon City Municipal Code Sections XX (Business Licenses), XX (Public Safety), XX (Vehicles and Parking), and XX (Murals). [INSERT CODE LINK]

Signature

Name (print)

Date

Email

Phone

Relationship to the project (artist, property owner, business owner, property manager.)

Submit materials to:

Public Art Mural Program

City of Oregon City, City Hall 625 Center St. Oregon City, OR 97045

Contact: Matthew Weintraub, Tourism Program Specialist

mweintraub@orccity.org

Overview

Public art is a powerful tool for creating a sense of place and meeting the City of Oregon City's goals. Memorable public places strengthen our community. Such places attract us to various areas of the community, enliven our neighborhoods, enhance our experiences in parks, inform us about the history and peoples of our place, and celebrate our ethnic and cultural diversity.

As recognized by Oregon City's Tourism Strategic Plan, murals can be an integral part of any public art program. Murals increase community identity, beautify the city, serve as a tourist attraction and can provide an avenue for involving youth and others in artistic expression. Murals can also provide a reduction in the incidence of graffiti and other crime. To better serve these purposes, the City of Oregon City has created the Oregon City Public Art Mural Program.

The City of Oregon City's Mural Program is administered by the Economic Development Department. Applications for new outdoor public art murals are reviewed by staff, with final approval issued by a designated governing body or the Oregon City Arts Commission, an advisory council that promotes arts and culture throughout the city.

Murals approved through this program are exempt from the City sign code.

Eligibility

Any individual or organization wishing to create an outdoor mural in the City of Oregon City must submit their application for review by the Economic Development Department, regardless of the funding source. Applicants may be:

- An individual artist or group of artists
- A business or building owner
- A not-for-profit organization, such as a neighborhood association, educational or community organization. Federal tax-exempt status 501(c)(3) is not required.

Mural Requirements

Every applicant must demonstrate that they will:

- Create a mural that is visually accessible to the public.
- Use materials that ensure mural longevity and durability.
- If they are not the owner of the building, have the legal permission of the property owner in writing to create the proposed mural.
- Paint on a surface and structure that is stable and specifically prepared for the application of paint.
- Meet standards of Oregon City Historic Overlay, if applicable.

- Have a written plan for painting the mural that ensures the safety of painters and the public, and that does not impede public access. In the event that the safety plan submitted is not being adhered to, and the City has identified a safety risk to either the artist and/or the public, the City has the right to stop work until such time that safety issues or concerns are addressed by the artist.
- Use an approved graffiti/UV coating on the finished mural that provides resistance to vandalism and weather.
- Comply with any relevant provisions of City of Oregon City Municipal Code Sections XX (Business Licenses), XX (Public Safety), XX (Vehicles and Parking) and XX (Murals) [INSERT CODE LINK]

Approval Criteria

Murals in the City of Oregon City will be approved based on the following criteria:

- a fully completed application has been submitted to the Economic Development Department;
- mural is located within an approved Municipal Zoning District;
- mural is located in a place that is viewable by the public, and applicant must certify in writing that the property owner received no compensation for the display;
- medium is approved within the existing Oregon City Code [EMBED CODE LINK];
- original work of the artist, with no violation of copyrights;
- use of high-quality materials that will last a minimum of five years, and are resistant to weather and ultraviolet deterioration; and
- shows community support, with letters from the building owner, and building tenants and/or neighbors.

Mural Process

- Applicant meets with Economic Development Department staff for an initial review of the proposed location, imagery, artist's qualifications, funding sources and building owner's approval.
- Applicant submits a fully completed Mural Program Application.
- Economic Development Department staff will communicate with the applicant on code noncompliance issues or other issues that may impact either approval or denial of the proposal.
- Economic Development Department staff will confirm in writing that there are no outstanding issues with regard to the City's Mural Art Code.

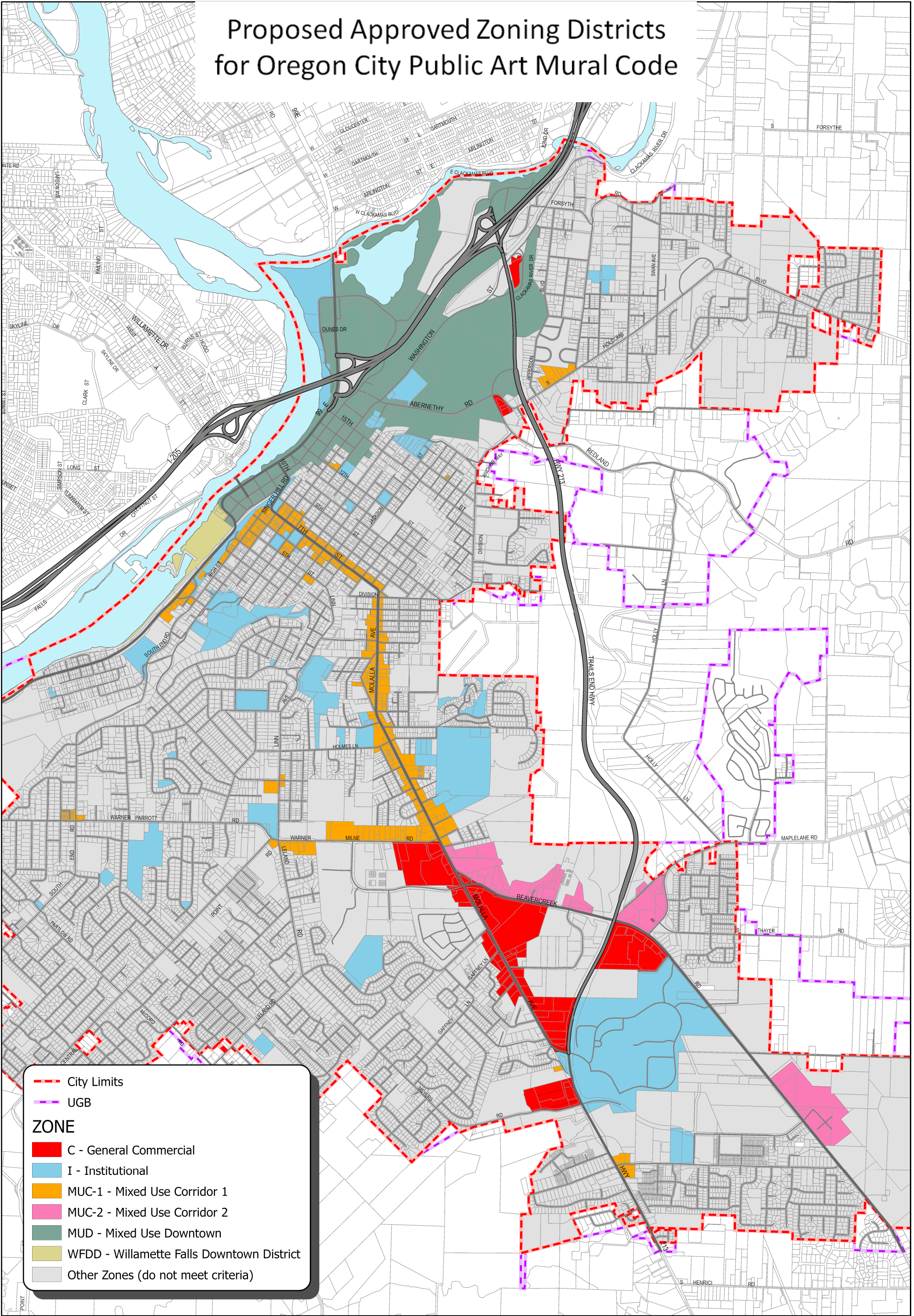
- Applications altered after initial review without staff approval and prior to public hearing will not be advance to public hearing.
- Staff and the applicant will present the proposal to the governing designated body or the Oregon City Arts Commission at a regularly scheduled meeting. If the proposal is approved, staff sends the applicant an official “Letter of Approval” and a Notice to Proceed.
- Revisions or Appeal. In the case that a mural is not approved, Economic Development Department staff will communicate to the applicant in writing the reasons for the decision of the designated governing body or Arts Commission. The applicant may address the concerns of the designated governing body or Arts Commission by submitting a revised proposal or appeal the decision to the City Commission.
- Applicant provides a copy of a signed Art Easement agreement in which the building owner commits to keep the mural unchanged and in good condition for a minimum of 5 years.
- Artist begins painting mural.
- Artist applies anti-graffiti coating to mural.
- Applicant installs the mural (if it is not painted directly on the wall.)
- Applicant contacts the Economic Development Department staff when mural is completed in accordance with the approved project timeline or on a mutually agreed upon modification of the timeline.
- Applicant provides digital images of completed mural for the City’s public records.
- The City of Oregon City does not take responsibility for maintenance and preservation of murals in the city, unless placed on City-owned property.
- A mural placed on a private structure becomes the responsibility of the building/property owner.
- The property owner or the party so designated, is responsible for periodically monitoring the condition of the mural and facilitating its care and maintenance, assuming any costs associated with its maintenance, repair and/or removal. Murals not maintained properly may be subject to Code Compliance penalties and removal.
- If a mural needs to be repaired, the staff of the Oregon City Economic Development Department will contact the artist to make the repairs.
- Alterations or removal of the mural must be approved by the staff of the Economic Development Department.
- Alterations to or removal of, the mural within the first five years of the date of completion are permitted under the following circumstances:
 - The building on which mural is located is sold; or
 - The building or property is substantially remodeled or altered in way that precludes continuance of mural.

- Prior to the conclusion of the 5-year Easement Agreement, Applicant and the Economic Development Department staff will review the condition of the mural and file an extended Easement Agreement or make plans to remove the mural.

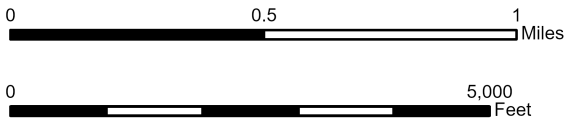
For Questions, contact:

Matthew Weintraub, *Tourism Development*, Economic Development Department
mweintraub@orcitey.org

Proposed Approved Zoning Districts for Oregon City Public Art Mural Code



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



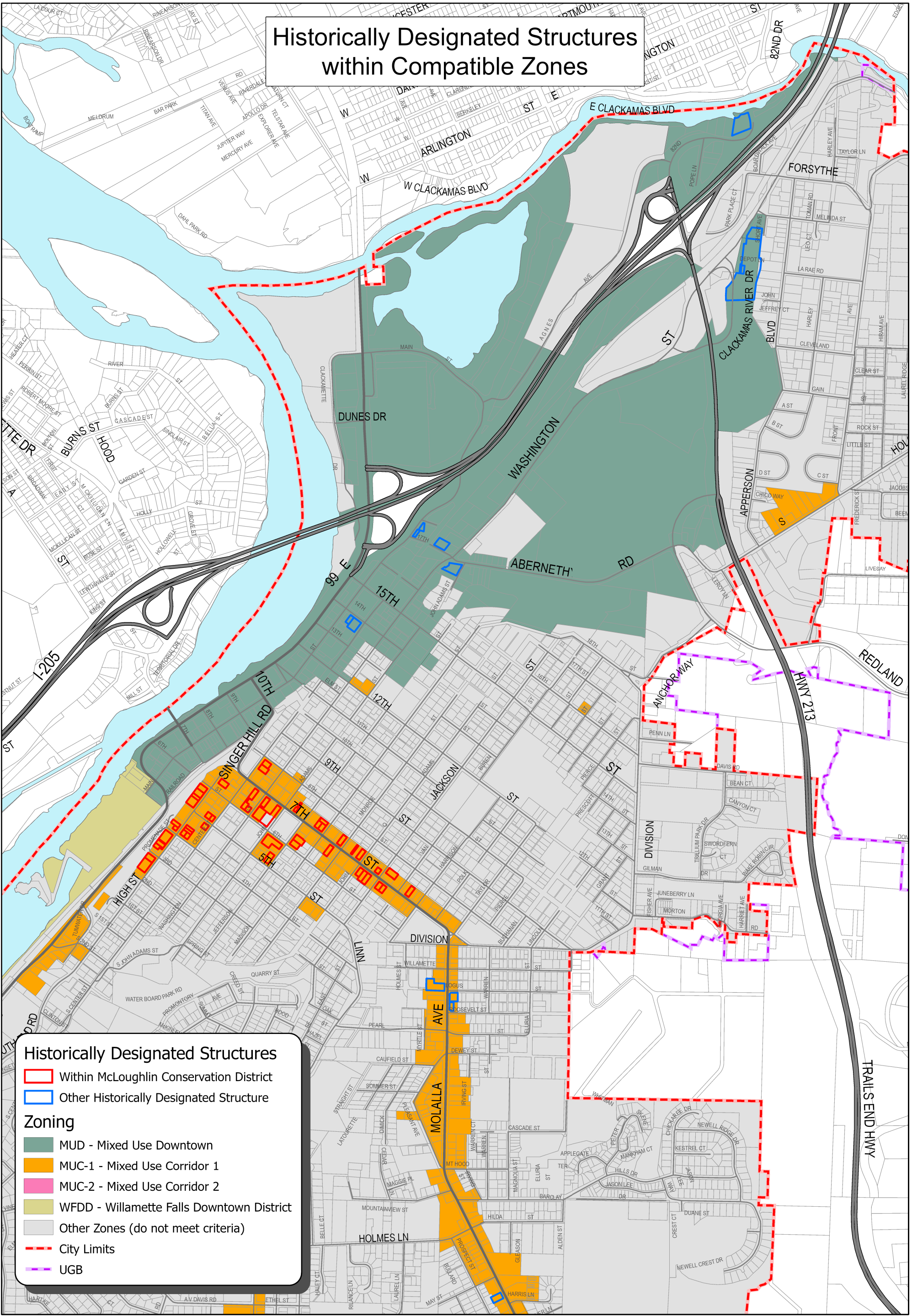
City of Oregon City
P.O. Box 3040
625 Center St
Oregon City, OR 97045
503-657-0891 phone
503-657-6629 fax
www.oregocity.org



Plot date: May 19, 2021
Plot name: Murals - Zoning - 11x17P - 20210519.pdf
Map name: Mural Maps.aprx

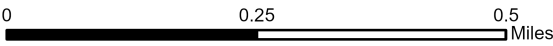
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Historically Designated Structures within Compatible Zones



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Plot date: Dec 29, 2020
Plot name: Murals - Historically Designated Structures - 11x17P - 20201229.pdf
Map name: Mural Maps.aprx



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Finance Director Matt Zook

Agenda Date: 07/7/2021

SUBJECT:

Second Reading of Ordinance No. 21-1010, amending Oregon City Municipal Code Chapter 3.20 – Reimbursement Districts.

STAFF RECOMMENDATION:

Approve the Second Reading of Ordinance No. 21-1010, amending Oregon City Municipal Code Chapter 3.20 – Reimbursement Districts.

EXECUTIVE SUMMARY:

On June 16, 2021, the City Commission approved the first reading of Ordinance 21-1010, amending Oregon City Municipal Code Chapter 3.20 – Reimbursement Districts.

Adoption of this Ordinance amends Oregon City Municipal Code Chapter 3.20 – Reimbursement Districts by removing references to specific dollar amounts and indices and requiring instead that these be adopted by resolution of the City Commission.

BACKGROUND:

Oregon City Municipal Code (OCMC) Chapter 3.20 provides a developer the option of creating a “reimbursement district” when they build infrastructure larger than what is required for their specific development. For example, they may build a water line from the City main to their new housing development, but it travels past several properties that they do not own. The reimbursement district allows the developer to collect payment from those other property owners when those property owners connect to the water line at some point in the future. The City acts as the conduit to calculate prorated cost amounts, track connections, collect money and reimburse the original developer.

There is a “threshold amount” that must be exceeded before the City will allow the reimbursement district. Ordinance 00-1004, enacted on February 2nd, 2000, codified in OCMC 3.20.030 that “the initial threshold amount shall be twenty-five thousand dollars and shall be adjusted annually by resolution of the City Commission, each July 1st by a factor equal to the Consumer Price Index.”

Currently staff is required to bring a new resolution to Commission each year in order to adjust the threshold amount for inflation. For instance, the threshold amount was adjusted to \$38,800 effective July 1, 2019 by Resolution 19-24, and to \$39,800 effective July 1, 2020 by Resolution 20-20. A more efficient process would be for staff to update the threshold amount annually, for inflation only, without the need for an annual resolution, only bringing a resolution to the Commission if the threshold amount needs to be adjusted by an amount that exceeds inflation.

Also, it is uncommon to have specific monetary amounts or specific inflationary indices specified in code. Instead, code should refer to Commission resolution, which would specify the monetary amounts and the procedures for staff to update those amounts for inflation.

Therefore, staff recommends removing from code:

- the requirement to adopt a resolution on an annual basis to adjust the threshold amount for inflation,
- the reference to the threshold amount of \$25,000, an amount that is no longer relevant, and
- the reference to the Consumer Price Index for Portland, Oregon, an index that no longer exists.

In the near future, staff will bring a resolution to the Commission to adopt an updated threshold amount, as well as a procedure for staff to adjust the threshold amount on an annual basis for inflation.

This code change has no impact on revenue. It impacts the “threshold amount,” which is a criterion for creating a “reimbursement district.”

OPTIONS:

1. Approve the Second Reading of Ordinance No. 21-1010.
2. Deny the Second Reading of Ordinance No. 21-1010 and provide further direction to staff on how to proceed.

BUDGET IMPACT:

Amount: No budget impact

FY(s): n/a

Funding Source(s): n/a

ORDINANCE NO. 21-1010

AN ORDINANCE OF THE CITY OF OREGON CITY AMENDING OREGON CITY MUNICIPAL CODE CHAPTER 3.20 - REIMBURSEMENT DISTRICTS

WHEREAS, Chapter 3.20 provides a method to reimburse a person who finances the construction of a public improvement that has the capacity to serve development other than that for which it is built; and

WHEREAS, Oregon City Municipal Code (OCMC) 3.20.040(A) states that a person may apply to the City to form a reimbursement district if certain criteria are met; and

WHEREAS, one criterion is that the public improvement requested to be eligible to be included in a reimbursement district must cost in excess of the current threshold amount; and

WHEREAS, Oregon City Municipal Code (OCMC) 3.20.030 states that the initial threshold amount shall be twenty-five thousand dollars and shall be adjusted annually by resolution of the City Commission, each July 1st by a factor equal to the Consumer Price Index; and

WHEREAS, Resolution 19-24 adjusted the threshold amount to \$38,800 effective July 1, 2019, and Resolution 20-20 adjusted the threshold amount to \$39,800 effective July 1, 2020; and

WHEREAS, the City desires to remove from Oregon City Municipal Code references to specific dollar amounts and indices and instead adopt these by resolution of the City Commission.

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. The City hereby amends Oregon City Municipal Code Chapter 3.20 entitled Reimbursement Districts, attached hereto as "Exhibit A," with additions shown in underline and deletions shown in strikethrough.

Read for the first time at a regular meeting of the City Commission held on the 16th day of June 2021, and the City Commission finally enacted the foregoing Ordinance this 7th day of July 2021.

RACHEL LYLES SMITH, Mayor

Attested to this 7th day of July 2021:

Approved as to legal sufficiency:

Kattie Riggs, City Recorder

City Attorney

Ordinance 21-1010 – Exhibit A

Chapter 3.20 - REIMBURSEMENT DISTRICTS

3.20.030 - Definitions.

"Administrative fee," as used in this chapter, means the amount of money charged by the city for the costs of administering this chapter, including, but not limited to, producing the city engineer's report, public meeting support, other personnel costs, mailing fees, legal fees and the costs to account, track and assess reimbursement charges to future development.

"Development" occurs when a structure or other use of land connects to or otherwise makes use of a sewer, water, stormwater or street improvement. As used in this chapter, "makes use of a stormwater improvement," means activities sufficient to trigger the requirements of Chapter 13.12.050. As used in this chapter, "makes use of a street improvement" means the construction or installation of an improvement or a change in the use of a property that increases traffic or congestion on the street improvement for which the reimbursement district is formed.

"LGIP" means local government investment pool.

"Person" is a natural person, the person's heirs, executors, administrators or assigns; a firm, partnership, corporation, association or legal entity, its successors or assigns; any agent, employee or any representative thereof or any other legal entity, including the city of Oregon City.

"Public improvement" means either any or all of the following: a street, stormwater, sewer or water improvement that will be dedicated to and accepted by the city.

"Reimbursement charge" is the charge imposed upon development by this chapter for the costs of financing a public street, water, sewer or stormwater improvement that serves a development. A reimbursement charge is not intended to limit or replace, and is in addition to, any other existing fees or charges collected by the city.

"Reimbursement district" is the area within which future development will potentially derive a benefit from the construction of public street, water, sewer or stormwater improvements financed, in whole or disproportionately large part, by a person without the formation of a local improvement district. A reimbursement district is limited to an area within the city and will be determined by the city commission.

"Reimbursement resolution" is a resolution of the city commission that identifies the potential reimbursement charge for future development within a reimbursement district.

"Threshold amount" is the minimum dollar amount an applicant under this chapter shall spend on a specific public improvement requested to be eligible to be included in a reimbursement district. The threshold amount pertains only to that portion of the improvement eligible for reimbursement under this chapter.

The ~~initial~~ threshold amount shall be ~~twenty-five thousand dollars and shall be adjusted annually by resolution of the city commission, each July 1st by a factor equal to the Consumer Price Index for Portland, Oregon~~ adopted by resolution of the city commission. The factor is determined by dividing the current CPI by the previous CPI. This is then multiplied by the threshold amount to establish the new threshold amount (rounded up or down to the nearest one hundred dollars). The current threshold amount shall be available from the city finance director. The city engineer may consider an administrative exemption to the threshold amount.

CPI_C	× CURRENT THRESHOLD	= NEW THRESHOLD Rounded
CPI_P		

Where ~~CPI_P~~ = Previous CPI and ~~CPI_C~~ = Current CPI

"Sewer improvement" is a sewer facility, sewer system, or sewer line improvement conforming to public works sanitary sewer design standards, including, but not limited to:

1. Extension of a sewer line to property other than that owned by the person financing the improvement so that sewer service can be provided to future development on that property without further extension of the line;
2. Construction of a sewer facility, system, or line larger, deeper, or of greater capacity than necessary to serve the property, except as noted in OCMC 3.20.050.D.6, of the person financing the improvement in order to provide future service to other development without the need to reconstruct the facility, system or line, or construct additional, deeper or parallel facilities, systems or lines; and
3. Construction of those items listed in the Public Works Sanitary Sewer Design Standards, OCMC 1.03 a through k ("items") of greater capacity than necessary to serve the property, except as noted in OCMC 3.20.050.D.6, of the person financing the improvement in order to provide future service to other development without the need to reconstruct the item, or construct additional, deeper, or parallel items.

"Street improvement" is a street improvement conforming to city standards and including, but not limited to:

1. Streets, stormwater facilities as defined in OCMC 13.12.040 in conjunction with streets, curbs, gutters, sidewalks, bike and pedestrian pathways, traffic control devices, street trees, lights, parking structures, signs and public right-of-way or easement acquisition;
2. Street extensions across frontages other than the person financing the improvement;
3. Fifty percent of the full street improvement widths, curb to curb; and
4. The portion of a half-street improvement across the frontage of the person financing the improvement that exceeds fifty percent of the widths in subsection 3 of this definition.

"Stormwater conveyance" is piping, ditching or pumping systems for moving stormwater from one point to another point.

"Stormwater improvement" is a stormwater conveyance, quantity, or quality facility, as defined in OCMC 13.12.040, other than that described in OCMC 3.20.050.D.6, conforming to city standards, including, but not limited to:

1. Extension of a stormwater line to property other than that owned by the person financing the improvement so that stormwater services can be provided to development on that property without further extension of the line;
2. Construction of a stormwater facility larger, deeper or of greater capacity than necessary to serve the property of the person financing the improvement in order to provide future service to other development without the need to reconstruct the facility, or the construction of additional, deeper, or parallel facilities;
3. A stormwater quantity facility with sufficient designed capacity to serve upstream development as defined in the person's or the city's stormwater drainage report that is approved by the city engineer; and
4. A water quality facility with sufficient designed capacity to serve upstream development as defined in the stormwater drainage report of the person financing the improvement and that is approved by the city engineer.

"Stormwater quality control" is defined in OCMC 13.12.040.

"Stormwater quantity control" is defined in OCMC 13.12.040.

"Water improvement" is a water facility, water system, or water line improvement, other than that described in OCMC 3.20.050.D.6, conforming to city standards, including, but not limited to:

1. Extension of a water line to property other than that owned by the person financing the improvement so that water service can be provided to development on that property without further extension of the line; and
2. Construction of a water facility, system, or line that is larger, deeper, or of greater capacity than necessary to serve the property of the person financing the improvement in order to provide future service to other development without the need to reconstruct the facility, system, or line; or the construction of additional, deeper, or parallel facility, system or line.



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: City Manager Tony Konkol

Agenda Date: 07/07/2021

SUBJECT:

2021 – 2023 City Commission Biennium Goals and Strategies

STAFF RECOMMENDATION:

Staff recommends approval of the City Commission goals, strategies and timeline developed during the 2021 City Commission goal-setting retreat.

EXECUTIVE SUMMARY:

The City Commission created eight new goals and strategies for the next two years and the goals and strategies have been incorporated into the 2021-2023 budget. Staff is now bringing the draft goals and strategies to the City Commission for adoption.

BACKGROUND:

The City Commission met January 29 - 30, 2021 to discuss the goals and strategies for the next two years, which is the beginning of a new biennial budget season. The Commission also reviewed and refined these goals and strategies on February 23, 2021 and April 13, 2021. The discussions resulted in the creation of eight new goals and strategies that focus on specific milestones and projects to be reached by the end of the biennium (July 1, 2021 - June 30, 2023).

The Commission will review progress towards meeting the identified projects and milestones in January 2022. The Commission's draft goals and strategies have been considered and incorporated into the budget. Attached are the draft goals and strategies for the Commission's review and consideration.

While not included specifically in the goals, through the budget process the Commission added the replacement of the restroom facilities at the cemetery, updating the City's website and completing the designation of the remaining city parks as charter parks.

OPTIONS:

1. Adopt the 2021 – 2023 City Commission Biennium Goals and Strategies.
2. Provide edits to the 2021 – 2023 City Commission Biennium Goals and Priorities and adopt as amended.
3. Provide staff with directions and bring back for future adoption.

BUDGET IMPACT:

Amount: \$2,793,000.00 (budgeted)

FY(s): 2021-2023

Funding Source(s): Various Funds



2021-2023 City Commission Goals

Final Version June 28, 2021



Introduction

Oregon City is pleased to present the summary of their 2021 goal-setting retreat. The City Commissioners and Executive Team conducted a virtual retreat consisting of three workshops on January 29, January 30, and February 23, 2021 to align around a shared vision, discuss current community projects and issues, and provide City staff with direction regarding the Commission's priorities for the coming years. The City contracted with SSW Consulting, a professional strategic planning and facilitation firm to prepare and guide the group through their discussion. In advance of the retreat workshops, SSW conducted outreach with the Commissioners and staff to discuss community challenges, opportunities, and priorities on the horizon. The agenda for the discussion was based on the following outcomes identified through the outreach process:

- » Identify big-picture goals to guide the City over the next two years;
- » Define clear roles and relationships and enhance the partnership of the Commission and Staff;
- » Build camaraderie and unity amongst the Commission; and,
- » Refresh the goal-setting process. Keep the number of priorities manageable and develop an implementation process that will enhance our accountability.

The City Commissioners and staff worked closely together to identify goals and strategies for 2021-2023 that will build on the work and success of previous years, while also addressing new challenges and/or shifting community needs. The City will work on these goals in addition to maintaining high-quality core City services.

The Commissioners and staff look forward to working together with the community and our partners as we begin our work to advance these goals.

-Oregon City Commission + Executive Team

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Our Team

City Commission

Rachel Lyles Smith, Mayor
Denyse McGriff, Commissioner
Frank O'Donnell, Commissioner
Rocky Smith, Commissioner
Adam Marl, Commissioner

Executive Team

Tony Konkol, City Manager
Kattie Riggs, City Recorder
Lisa Oreskovich, Assistant to the City Manager
Kristin Brown, Community Communications Coordinator
Patrick Foiles, Human Resources Director
Greg Williams, Library Director
Matt Zook, Finance Director
James Graham, Economic Development Manager
Kendall Reid, Parks and Recreation Director
John Lewis, Public Works Director
Laura Terway, Community Development Director
Jim Band, Chief of Police

Facilitated By

Sara Singer Wilson, Principal/Owner
SSW Consulting

Oregon City's Vision



Aligning With the Vision

To align the group around a future state of mind, the team imagined how they wanted Oregon City to look, feel and function five years from now. They imagined headlines and stories from the future. This exercise generates group alignment around a future direction. The visioning exercise helps to inspire and guide the goal setting process. Through this visioning exercise, they developed the vision statement below.

Vision

Oregon City is a welcoming, inclusive, engaged, and safe community. We support our local businesses and partner in making them a vibrant part of our community. We are a destination with a strong identity celebrated through art, history and cultural opportunities - we have opportunities for all.

Setting

The Context

City Staff shared updates on the goals from 2019 in addition to other projects on the horizon. This information was mapped in the "Environmental Scan" chart below.

DIVERSITY, EQUITY, + INCLUSION (DEI) • In June, commission approved resolution to support racial equity and DEI, safe space for conversations, learning opportunities • Charged with taking action to support those statements • Explore what these efforts look like in OC • Journey - not just a set of tasks • Implemented programs in the Library - provide space for this • Staff participated in training - CD as part of OC 2040 new methods of engagement to elevate voices of underrepresented groups • What's next? What does success look like?	HOUSING • Housing Excise Tax - concerns from citizens spending more and more on housing • Strategies we can use to support housing that fits our needs • Working to advance housing - amend zoning code, vertical housing, compliance with HB2001, urban renewal, quiet zone, construction excise tax • Metro housing bond funded housing • Bond passed to assist those at risk of losing housing • Variety of strategies, annexing land, inclusionary zoning, change SDC schedule, strategic investment in infrastructure, and more....
INFRASTRUCTURE NEEDS • We've been forward thinking on our infrastructure - kept up rates/ fees to maintain • Facing rising costs, rapidly evolving tech • Community aggravation with increasing rates - material costs, staff, consultant costs all going up • Master planning for sewer and transportation are finished • Water and stormwater plans are complete	PARKS • Hiring a consultant to work on maintenance plan - comprehensive inventory of parks, facilities, parking lots, police station, etc. • Immediate repairs and preventative maintenance, replacement costs • 5-20 forecast of maintenance requirements • Award contract on 2/17/21
HOMELESSNESS • Evolution in how we've learned to serve this population and respond to people in the community • Services - cleaning up, serving mental health issues, getting people into housing - we are doing more than cities larger than us • Missing the political piece in our interaction with the County. County said they were going to purchase a motel for short-term housing - then decided they would buy one in Estacada - this plan also fell through due to lack of public engagement • County trying to do the right thing - funds available through Metro bond • Lack of communication between cities and the county to have a regional cohesive conversation	ECONOMIC DEVELOPMENT/ TOURISM • ED has conducted itself in new ways - helping businesses to stay open • Implementing strategic plan for tourism • What's the direction for urban renewal - only incentive for growth • Enable more people to live downtown to encourage its own eco system as we move forward • Working on strategic plan

The City Commissioners and Staff discussed other various topics to help establish a shared context for the goal setting process. These topics included growth trends, political factors, economic climate, other community trends, technology trends, community needs, and uncertainties.

Context Map

All organizations work in a context, there are larger environmental forces and trends that shape what is and is not possible just as much as the internal capacities and capabilities of a group. This context map develops a big-picture view of the Oregon City environment and increases understanding of complex situations. This exercise assisted the team in establishing their common backdrop for the goal-setting.

Oregon City Context Map 01.29.21

DEI LENS - THINK ABOUT HOW IT APPLIES IN EACH OF THESE CATEGORIES

Oregon City Goal Setting Context Map

GROWTH TRENDS

- White and middle class families, couples
- Big houses, no housing for middle to low income. (2500+ sq ft)
- Expensive housing prices *Ask for more jobs, retail, and entertainment opportunities in community survey
- COVID-19 hit growth hard, changed everything, can't control
- Pent up demand, need to be ready
- DEI - Need to provide support to diverse businesses
- Rising costs
- Demands for affordable housing

POLITICAL FACTORS

- Increase in citizen comment
- Homelessness as regional issue/Country • Communication difficulties
- Progressive orientation
- Focus on women and minority groups
- Focus on local
- Tribal partnerships and relationships
- Add diversity in employment documents

ECONOMIC CLIMATE

- Inflation when pandemic ends - unemployment will go down
- Workforce changes - daycare
- Promote job creation without community harms
- Pent up demand, need to be ready - vaccines will impact
- Daycare expenses
- County getting \$ to deal w/homelessness and opportunities for City to utilize
- Ec Dev and Tourism

OTHER COMMUNITY TRENDS

- Public restroom downtown
- Dog parks, youth programs
- Focus on downtown - residential development
- Community conversations around DEI - and how do we pay for it?

COMMUNITY NEEDS

- Increased shopping and dining opportunities
- Work from home
- Corporate HQ to the suburbs
- Opportunities for youth/diversion needs
- Partner with non-profit for community youth programs
- Daycare
- Homeless service center
- Communication needs
- Need to keep small-town feel
- Pedestrian Safety/Healthy Community
- Pedestrian safety
- Reduce burdens of growth on local community
- Homelessness - We HAVE TO work together
- Youth workforce training- Don't want to lose this age group - keep them here
- Willamette Falls Legacy Project
- Elderly care, new options
- Iconic projects, things to look forward to
- DEI Procurement Policy

TECHNOLOGY TRENDS

- High speed internet
- Ensuring all areas of the city have the technology
- Increased fiber to increase speed
- Affordability issues with broadband
- Cyber Security- IT Strategic Plan is a good start
- Cyber Security and transparency - are there partnership opportunities to fill this need?
- Equitable access to fiber
- Clackamas County model? Get fiber in parts of the County that are not served
- Continue to use tech used in pandemic, expand engagement
- Promote fiber optic installation - "smart city"

UNCERTAINTIES

- Revenue, pay taxes?
- Distribution of vaccines
- Mayor changes
- Marijuana tax
- Federal economic aid packages - prepared with projects
- Revenues
- Unknowns such as emergencies
- Opportunities we don't know about
- Uncertainty in revenue

© THE GROVE

2021-2023 Goals

The City Commission Goals serve as a framework for budget development and provide guidance for how best to allocate the resources of the City. Though the budget is prepared to support and accomplish the goals, the goals should not be confused with the budget. The budget is the legal authority for spending and focuses on the near-term (the biennium). The goals, on the other hand, are long-term in nature and therefore, may continue beyond the two-year budget period.

Oregon City Vision

Embrace and advance Oregon City's historic role as a regional leader

Mission

Build a dynamic community that leads the State in safety, economic opportunity, livability, and historic significance

Goals

Goal 1: Promote diversity, equity and inclusion for a safe, inclusive community and organization

Goal 2: Invest in current and future capital needs for safe, sustainable infrastructure and City services

Goal 3: Improve the City's engagement efforts to reach the broader Oregon City community and inform the policy process

Goal 4: Adopt and implement a homelessness strategy for Oregon City

Goal 5: Promote tourism and support economic development to foster community sustainability

Goal 6: Support diverse housing options in Oregon City

Goal 7: Support improvements and partnerships that contribute to our hometown feel and showcase Oregon City's unique community identity

Goal 8: Protect and preserve our environmental health and natural resources



2021 - 2023 COMMISSION GOALS
REVIEWED BY THE CITY COMMISSION ON APRIL 13, 2021

Goal 1 - Promote diversity, equity and inclusion for a safe, inclusive community and organization

Strategy	Approach	Proposed Amount	Funding Source	Estimated Timeline
Using the vision articulated in Resolution 20-19, develop a comprehensive internal and external DEI framework	Staff will work with a consultant to lead and develop a DEI framework that will guide the City. The framework will include: • The creation of policies and practices that advance diversity, equity and inclusion throughout City operations.	\$75,000	General Fund	12/21 - 5/23
Create a community task force to guide the external DEI work	Staff will work with a consultant to create, coordinate and lead a community task force. The project will include: • Education and discussion of the concepts lead to equality. • Discussion about the impacts of bias and racism in our community. • Identification of ways to make our community more welcoming and inclusive for all.	\$50,000	General Fund	7/21 - 3/23
Evaluate internal policies, procedures, hiring practices, purchasing, and codes to reduce barriers and systemic inequities	Staff will establish an internal project team that will discuss and explore opportunities to reduce barriers and systemic inequalities such as: • Establishing the Oregon City Municipal Diversity & Equity Purchasing Program. • Utilizing State-certified MWESB firms and local minority and women owned businesses. • Drafting municipal code that requires all city departments and subcontractors doing business with the City to initially engage businesses owned by BIPOC and MWESB. • Promoting the program and educating staff, contractors, vendors, and subcontractors seeking to do business with the City.	No additional funds requested in proposed budget. Existing staff will complete this task.		9/21 - 6/23

Goal 2 - Invest in current and future capital needs for safe, sustainable infrastructure and City services

Strategy	Approach	Proposed Amount	Funding Source	Estimated Timeline
Prioritize projects in the transportation master plan to maximize safety and connectivity	Staff with the assistance of a consultant will work with the Transportation Advisory Committee (TAC) to review the Transportation System Plan (TSP) and associated documents to create a prioritization of projects that maximize multimodal safety and connectivity. The process will include: • A public engagement process. • Outreach to the workgroups established by the Planning Department for the OC 2040 Comprehensive Plan Update process, with an emphasis on DEI. • As part of the project, the City will consider and evaluate projects within the TSP, concept plans, the budget, the 5-year pavement maintenance plan, capital improvement plans, transit plans, safety statistics, and existing conditions.	\$40,000	Transportation Fund Transportation SDC Fund	9/21-8/22

Goal 2 - Invest in current and future capital needs for safe, sustainable infrastructure and City services (continued)

Strategy	Approach	Proposed Amount	Funding Source	Estimated Timeline
Complete analysis to identify deferred maintenance and ongoing asset management costs for parks and identify funding options	The Parks and Recreation Department selected Bureau Veritas Technical Assessments LLC to help develop a plan to address the need for immediate repairs, preventative maintenance, deferred project backlog, and capital replacement. This plan will include: - Identifying facility maintenance, reducing the need for reactive repairs, and avoid deferred repairs. - Providing a roadmap for corrective recommendations to help reduce the maintenance backlog. - Identifying funding options for the City Commission to consider.	No additional funds requested in proposed budget. This is an existing project.		3/21 - 12/21
Review SDCs and utility rates to strike a balance between SDCs and rates	Staff will prepare a comprehensive review of Oregon City's Water and Stormwater System Development Charges (SDC's) and utility rates. The review will include: - Third party comparison analysis of rates and SDC's from across the Metro region. - A summary report on what innovative strategies other agencies are utilizing to manage and upgrade utility systems.	\$57,000	Water Fund & Stormwater Fund	3/21 - 10/21
Prioritize the implementation of the IT Strategic Plan	Staff will begin implementation of the IT Strategic Plan which will include: - Adoption of the IT Strategic Plan. - Upgrading the City's disaster recovery and backup systems. - Deploying mobile device management system citywide. - Completing the fiber circuit from Operations Complex to the Robert Libke Public Safety Facility. - Creation of the IT Director position beginning in July 2022.	\$466,000	General Fund	3/21 - 7/22
Complete parks master plan and update system development fees	Staff will work with a consultant to create a master plan that will provide a vision for development, maintenance, and operation of the entire park system. The master plan will include: - A public engagement process to identify goals and specific action items envisioned by City staff and the community at large. - An inventory of existing parks and recreation facilities. - Creating a vision statement, goals, and recommendations for system-level and park-specific improvements; park land acquisition strategy; suggested funding strategy. - Identification of capital needs and recommended system development charges (SDC's) to implement the improvements.	\$190,000	General Fund & Parks SDC Fund	9/21 - 9/23
Assess the communication infrastructure and equipment to improve overall quality and reliability of service to the community	Staff will work with a consultant to determine the feasibility of a public/private partnership to improve overall quality and reliability of fiber optic connectivity to the community. The assessment will include: - Conducting a feasibility study to assess the communication infrastructure needed and its marketability of the service. - A strategy to establish community-wide fiber optic connectivity to homes and businesses throughout Oregon City. - If feasible, developing a Request for Proposals and solicitation for partners.	\$200,000	General Fund, contingent upon ARPA funding	9/21 - 6/23
Develop a citywide facility master plan	Staff will work with a consultant to develop a facility master plan. This plan will include: Developing a long-term strategy for City facilities.	\$40,000	General Fund	7/22 - 12/22

Goal 3 - Improve the City's engagement efforts to reach the broader Oregon City community and inform the policy process

Strategy	Approach	Proposed Amount	Funding Source	Estimated Timeline
Refine and improve the engagement strategy to enhance two-way engagement and communication, build new relationships in the community, enhance the City's use of online engagement, and gather engagement data to track progress	Staff will work with a consultant to develop a plan to improve engagement and communication with the community. The plan will include: • An inventory of the tools and resources the City currently utilizes and a report of the effectiveness of these tools and platforms. • Creating a snapshot of followers and current engagement on the City's communication platforms. • Guidance on more effective tools and methods to increase followers and the quality of the engagement. • Providing a strategy to increase public engagement.	\$30,000	General Fund	7/21-9/22
	Staff will research and deploy an engagement website platform to enhance online engagement and disseminate information.	\$15,000	General Fund	7/21-9/22

Goal 4 - Adopt and implement a Homelessness Strategy for Oregon City

Strategy	Approach	Proposed Amount	Funding Source	Estimated Timeline
Formalize our internal strategy to address homelessness and surrounding issues, communicate the strategy with the community, and continue engaging the community	Staff will work with a consultant to create a written, formalized document that outlines the citywide efforts and approach in response to issues related to homelessness. The document will include: • Development of an internal Oregon City Homeless Solutions task force that will include representatives from multiple departments. • Engagement with existing advisory bodies and community members. • Identification of resources necessary to address the needs of the homeless population. • Identification of the challenges and constraints. • Identification of potential strategies to address the needs of the homeless population with assistance from outside partners. • Development of a communications and engagement plan to inform the community of the resources and strategies that have been identified.	\$40,000	General Fund	7/21 - 12/21
Develop partnerships with other local and regional governments to develop local and regional solutions including Oregon City's needs in serving the homeless population	Staff will update the City Commission on different aspects of the issues related to homelessness in the City and strategic opportunities for the City Commission and staff to engage governmental agencies, non-profits, and other entities. Based on the results of the formalized internal strategy the following will occur: • Creation of an inventory of potential partner organizations/agencies. • Prioritization of Oregon City needs and related strategies. • Development of proposals and requests for potential partner organizations to assist with addressing homelessness in Oregon City.	No additional funds requested in proposed budget.		12/21 - 12/22

Goal 5 - Promote tourism and support economic development to foster community sustainability

Strategy	Approach	Proposed Amount	Funding Source	Estimated Timeline
Prioritize and implement the Citywide economic development strategy	Staff will work to create a Citywide Economic Development marketing and promotion strategy to brand and highlight the recreational, business, and investment opportunities in Oregon City. The marketing and promotion strategy will include: The utilization of various promotional tools and marketing techniques such as paid digital content, Developer Familiarization Tours, publicity events, developer and business financial analysis, and social and print media.	\$400,000	General Fund	7/21 - 6/23
	Staff will implement an Ombudsman program that will assist developers, investors, and businesses with navigating through and understanding the City's regulatory process. The Ombudsman program will include: - Workshops and seminars on city regulatory processes for businesses. - Printing educational brochures and pamphlets to aid with understanding and navigating the City's regulatory process. - Working with City departments to reduce and clarify regulatory procedures. - Increasing community presence of Economic Development staff	\$40,000	General Fund	11/21 - 12/21
Determine implementation of 2020 urban renewal study.	Staff will work with the Urban Renewal Commission to complete the Urban Renewal Public Engagement Process. This process is currently ongoing.	No additional funds requested in proposed budget.		5/21 - 10/21
Implement the Tourism strategy	Staff will implement the Tourism Strategy to attract and engage the community to the Travel Oregon City website to increase participation and community opportunities. Implementation of the Tourism Strategy will include: - The marketing and promotion of Oregon City tourism assets. - Implementation of the Community Showcase, the Concierge Institute, and the Arts Treasure Trove which are programs identified in the Oregon City Tourism Strategy.	\$680,000	Transient Room Tax \$75,000 is contingent upon ARPA funding	7/21 - 6/23
Determine the City's role in supporting community events and other amenities that support tourism	Staff will work to create a program to support community events. The program will include: Providing grant funding to private nonprofits that produce city-wide special events designed to reinforce the community hometown brand.	\$100,000	General Fund	7/21 - 12/21

Goal 6 - Support diverse housing options in Oregon City

Strategy	Approach	Proposed Amount	Funding Source	Estimated Timeline
Prepare a plan to identify and implement housing strategies, tools and opportunities that work best for Oregon City	Staff will create actions the City may take to increase the supply of housing, including affordable housing. The project will include: • An online public engagement effort to identify strategies to increase the supply of housing in Oregon City. • The public engagement results will be incorporated into the strategies identified at the severely rent burdened community conversation, as well as input from the Citizen Involvement Committee, the Planning Commission, and the best practices and strategies identified from partnerships with other agencies. • Recommendations to the City Commission that will include no-cost strategies, as well as strategies which would rely on funding sources such as the Construction Excise Tax.	\$10,000	General Fund	7/22 - 7/23
Update our code to provide additional housing opportunities in Oregon City	Staff will compare existing Oregon City regulations to HB 2001 and propose amendments to the Oregon City Municipal Code to implement the new requirements. The project will include: • An analysis of the City's infrastructure capacity to determine if there is sufficient capacity for the changes. • Public engagement, such as online surveys and input, Citizen Involvement Committee and Planning Commission presentations, a virtual open house, and a mailer to property owners and tenants. • Final Legislative review by the Planning Commission and City Commission of the proposed changes.	\$20,000	General Fund	7/21 - 7/22

Goal 7 - Support improvements and partnerships that contribute to our hometown feel and showcase Oregon City's unique community identity

Strategy	Approach	Proposed Amount	Funding Source	Estimated Timeline
Determine and establish relationships with the Tribes that have a shared history with Oregon City	Staff will work jointly with all five tribes identified in the Willamette Falls Legacy Project and make connections with other tribes that reach out. The process for establishing these relationships and partnership building will include: - Arrangement of smaller introductory meetings between elected officials before a full meeting between elected bodies to form the basis of formal government-to-government relationships. - Development of a formal agreement with commitments, such as continued communication, collaboration, and a formal recognition of past harms.	No additional funds requested in proposed budget.		5/21 - 6/23
	The City would fund the installation of a memorial currently being designed by the Confederated Tribes of the Umatilla Indian Reservation to honor the Cayuse Five.	\$150,000	General Fund	5/21 - 6/22
Enhance partnerships with agencies and organizations to promote Oregon City's resources, opportunities and events	Staff will establish a six to eight week training program on the business of tourism and organizational and professional development for non-profit and for-profit businesses.	No additional funds requested in proposed budget.		9/21 - 6/23
Promote the arts as a focus of community identity and reactivate the Arts Commission	Staff will engage the arts community of Oregon City to further nurture community identification and reactivate the Arts Commission. Promotion of the arts will include: - Public display of sculptures, paintings, decorative features, horticultural enhancements and historical portrayals. - Events that include music, dance, poetry and other forms of artistic expression.	\$50,000	General Fund	8/21 - 2/22
Use art to attract and engage more community members and visitors	Staff will investigate the feasibility of the development of an arts incubator to help artists realize commercial success by establishing a facility to house studios, conference rooms, and administrative, financial, and legal services.	\$40,000	General Fund	10/21 - 3/22

Goal 8 - Protect and preserve our environmental health and natural resources

Strategy	Approach	Proposed Amount	Funding Source	Estimated Timeline
Develop a climate action plan	Staff will work with a consultant to create a Climate Action Plan focusing on actions the City can take to decrease the environmental footprint of City facilities and operations. The Climate Action Plan will include: - Engagement with PGE and other potential partners to identify opportunities to reduce the impacts created by City facilities and operations. - Recommendations for the City Commission to consider and potentially adopt via Resolution.	\$100,000	General Fund	10/22 - 12/23

Team

Agreement

The team agreement describes how the team will work together to advance the goals and strategies identified. The Commission and staff are committed to being a high performing team to advance their vision and improve the Oregon City community.

Our Team agrees to...

- » Assume positive intent of the team and trust the public process.
- » Listen to all voices, not just the loudest voices.
- » Value the personal relationships and partnerships to support the advancement of Oregon City's vision and goals.

The Commission agrees to...

- » Improve communication with each other and staff to improve relationships and help advance our goals.
- » Acknowledge and respect the diversity of perspectives and strengths on our team. They are all important and we commit to balancing and prioritizing the varying interests of the team.
- » Allocate adequate time to have in-depth discussions with our fellow Commissioners on important policy issues.
- » Provide clear direction to staff, stay focused on the goals, support goals with adequate resources, and serve as advocates for program implementation.

Staff agrees to...

- » Provide the best information available to the Commission in a timely manner to inform their policy discussions and decisions.
- » Develop a work plan for the biennium that includes options. Provide realistic timelines, milestones, and resources needed. Help the Commission understand trade offs.

Implementation +

Progress Reporting

To maintain accountability to the goals and ensure two-way communication between the Commission, Staff and the community, the following process has been outlined to support the implementation of the goals. This process will also support evaluating and tracking progress on the goals over the next two years.

The goals were developed with the four seated Commissioners in January 2021. The Commissioners expressed an interest in revisiting the goals following the election of a new Commissioner.

Project Leads + Timelines

The City Manager will assign "Project Leads" for each strategy outlined under the goals. The project leads will be executive team members who will oversee the implementation and report progress. The Executive Team will provide estimated timelines for the strategies based on staff capacity, budgeted resources, and the priorities expressed by the Commission.

Progress Reporting

Every six months, staff will provide the Commission with an update on the goals and strategies. These updates will include any progress made on the goals and strategies, challenges that need to be addressed, and/or recommendations or requests for additional Commission direction. Every three months or as needed, staff will provide abbreviated or informal updates. Staff will provide a dashboard of what work is currently underway.

Additionally, staff reports to the Commission will highlight or indicate if an item is related to a Commission goal or strategy.



**625 Center Street
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Prepared by:



SSW CONSULTING
www.sarasingerwilson.com

2021-2023

CITY COMMISSION GOALS

Goal 1

Promote diversity, equity, and inclusion for a safe, inclusive community, and organization.

Goal 2

Invest in current and future capital needs for safe, sustainable infrastructure and city services.

Goal 3

Improve the City's engagement efforts to reach the broader Oregon City community and inform the policy process.

Goal 4

Adopt and implement a homelessness strategy for Oregon City.

Goal 5

Promote tourism and support economic development to foster community sustainability.

Goal 6

Support diverse housing options in Oregon City.

Goal 7

Support improvements and partnerships that contribute to our hometown feel and showcase Oregon City's unique community identity.

Goal 8

Protect and preserve our environmental health and natural resources.



Vision

Embrace and advance Oregon City's historic role as a regional leader.

Mission

Build a dynamic community that leads the State in safety, economic opportunity, livability, and historic significance.



Goal 1 - Promote Diversity, Equity and Inclusion for a Safe, Inclusive Community and Organization

Strategy	Approach	Budget Amount	Funding Source	Estimated Timeline
Using the vision articulated in Resolution 20-19, develop a comprehensive internal and external DEI framework	Staff will work with a consultant to lead and develop a DEI framework that will guide the City. The framework will include: • The creation of policies and practices that advance diversity, equity and inclusion throughout City operations.	\$75,000	General Fund	12/21 - 5/23
Create a community task force to guide the external DEI work	Staff will work with a consultant to create, coordinate and lead a community task force. The project will include: • Education and discussion of the concepts lead to equality. • Discussion about the impacts of bias and racism in our community. • Identification of ways to make our community more welcoming and inclusive for all.	\$50,000	General Fund	7/21 - 3/23
Evaluate internal policies, procedures, hiring practices, purchasing, and codes to reduce barriers and systemic inequities	Staff will establish an internal project team that will discuss and explore opportunities to reduce barriers and systemic inequalities such as: • Establishing the Oregon City Municipal Diversity & Equity Purchasing Program. • Utilizing State-certified MWESB firms and local minority and women owned businesses. • Drafting municipal code that requires all city departments and subcontractors doing business with the City to initially engage businesses owned by BIPOC and MWESB. • Promoting the program and educating staff, contractors, vendors, and subcontractors seeking to do business with the City.	No additional funds requested in proposed budget. Existing staff will complete this task.		9/21 - 6/23

Goal 2 - Invest in Current and Future Capital Needs for Safe, Sustainable Infrastructure and City Services

Strategy	Approach	Budget Amount	Funding Source	Estimated Timeline
Prioritize projects in the transportation master plan to maximize safety and connectivity	Staff with the assistance of a consultant will work with the Transportation Advisory Committee (TAC) to review the Transportation System Plan (TSP) and associated documents to create a prioritization of projects that maximize multimodal safety and connectivity. The process will include: • A public engagement process. • Outreach to the workgroups established by the Planning Department for the OC 2040 Comprehensive Plan Update process, with an emphasis on DEI. • As part of the project, the City will consider and evaluate projects within the TSP, concept plans, the budget, the 5-year pavement maintenance plan, capital improvement plans, transit plans, safety statistics, and existing conditions.	\$40,000	Transportation Fund Transportation SDC Fund	9/21-8/22

Goal 2 - Invest in Current and Future Capital Needs for Safe, Sustainable Infrastructure and City Services (continued)

Strategy	Approach	Budget Amount	Funding Source	Estimated Timeline
Complete analysis to identify deferred maintenance and ongoing asset management costs for parks and identify funding options	The Parks and Recreation Department selected Bureau Veritas Technical Assessments LLC to help develop a plan to address the need for immediate repairs, preventative maintenance, deferred project backlog, and capital replacement. This plan will include: - Identifying facility maintenance, reducing the need for reactive repairs, and avoid deferred repairs. - Providing a roadmap for corrective recommendations to help reduce the maintenance backlog. - Identifying funding options for the City Commission to consider.	No additional funds requested in proposed budget. This is an existing project.		3/21 - 12/21
Review SDCs and utility rates to strike a balance between SDCs and rates	Staff will prepare a comprehensive review of Oregon City's Water and Stormwater System Development Charges (SDC's) and utility rates. The review will include: - Third party comparison analysis of rates and SDC's from across the Metro region. - A summary report on what innovative strategies other agencies are utilizing to manage and upgrade utility systems.	\$57,000	Water Fund & Stormwater Fund	3/21 - 10/21
Prioritize the implementation of the IT Strategic Plan	Staff will begin implementation of the IT Strategic Plan which will include: - Adoption of the IT Strategic Plan. - Upgrading the City's disaster recovery and backup systems. - Deploying mobile device management system citywide. - Completing the fiber circuit from Operations Complex to the Robert Libke Public Safety Facility. - Creation of the IT Director position beginning in July 2022.	\$466,000	General Fund	3/21 - 7/22
Complete parks master plan and update system development fees	Staff will work with a consultant to create a master plan that will provide a vision for development, maintenance, and operation of the entire park system. The master plan will include: - A public engagement process to identify goals and specific action items envisioned by City staff and the community at large. - An inventory of existing parks and recreation facilities. - Creating a vision statement, goals, and recommendations for system-level and park-specific improvements; park land acquisition strategy; suggested funding strategy. - Identification of capital needs and recommended system development charges (SDC's) to implement the improvements.	\$190,000	General Fund & Parks SDC Fund	9/21 - 9/23
Assess the communication infrastructure and equipment to improve overall quality and reliability of service to the community	Staff will work with a consultant to determine the feasibility of a public/private partnership to improve overall quality and reliability of fiber optic connectivity to the community. The assessment will include: - Conducting a feasibility study to assess the communication infrastructure needed and its marketability of the service. - A strategy to establish community-wide fiber optic connectivity to homes and businesses throughout Oregon City. - If feasible, developing a Request for Proposals and solicitation for partners.	\$200,000	General Fund, contingent upon ARPA funding	9/21 - 6/23
Develop a citywide facility master plan	Staff will work with a consultant to develop a facility master plan. This plan will include: Developing a long-term strategy for City facilities.	\$40,000	General Fund	7/22 - 12/22

Goal 3 - Improve the City's Engagement Efforts to Reach the Broader Oregon City Community and Inform the Policy Process

Strategy	Approach	Budget Amount	Funding Source	Estimated Timeline
Refine and improve the engagement strategy to enhance two-way engagement and communication, build new relationships in the community, enhance the City's use of online engagement, and gather engagement data to track progress	Staff will work with a consultant to develop a plan to improve engagement and communication with the community. The plan will include: • An inventory of the tools and resources the City currently utilizes and a report of the effectiveness of these tools and platforms. • Creating a snapshot of followers and current engagement on the City's communication platforms. • Guidance on more effective tools and methods to increase followers and the quality of the engagement. • Providing a strategy to increase public engagement.	\$30,000	General Fund	7/21-9/22
	Staff will research and deploy an engagement website platform to enhance online engagement and disseminate information.	\$15,000	General Fund	7/21-9/22

Goal 4 - Adopt and Implement a Homelessness Strategy for Oregon City

Strategy	Approach	Budget Amount	Funding Source	Estimated Timeline
Formalize our internal strategy to address homelessness and surrounding issues, communicate the strategy with the community, and continue engaging the community	Staff will work with a consultant to create a written, formalized document that outlines the citywide efforts and approach in response to issues related to homelessness. The document will include: • Development of an internal Oregon City Homeless Solutions task force that will include representatives from multiple departments. • Engagement with existing advisory bodies and community members. • Identification of resources necessary to address the needs of the homeless population. • Identification of the challenges and constraints. • Identification of potential strategies to address the needs of the homeless population with assistance from outside partners. • Development of a communications and engagement plan to inform the community of the resources and strategies that have been identified.	\$40,000	General Fund	7/21 - 12/21
Develop partnerships with other local and regional governments to develop local and regional solutions including Oregon City's needs in serving the homeless population	Staff will update the City Commission on different aspects of the issues related to homelessness in the City and strategic opportunities for the City Commission and staff to engage governmental agencies, non-profits, and other entities. Based on the results of the formalized internal strategy the following will occur: • Creation of an inventory of potential partner organizations/agencies. • Prioritization of Oregon City needs and related strategies. • Development of proposals and requests for potential partner organizations to assist with addressing homelessness in Oregon City.	No additional funds requested in proposed budget.		12/21 - 12/22

Goal 5 - Promote Tourism and Support Economic Development to Foster Community Sustainability

Strategy	Approach	Budget Amount	Funding Source	Estimated Timeline
Prioritize and implement the Citywide economic development strategy	Staff will work to create a Citywide Economic Development marketing and promotion strategy to brand and highlight the recreational, business, and investment opportunities in Oregon City. The marketing and promotion strategy will include: The utilization of various promotional tools and marketing techniques such as paid digital content, Developer Familiarization Tours, publicity events, developer and business financial analysis, and social and print media.	\$400,000	General Fund	7/21 - 6/23
	Staff will implement an Ombudsman program that will assist developers, investors, and businesses with navigating through and understanding the City's regulatory process. The Ombudsman program will include: - Workshops and seminars on city regulatory processes for businesses. - Printing educational brochures and pamphlets to aid with understanding and navigating the City's regulatory process. - Working with City departments to reduce and clarify regulatory procedures. - Increasing community presence of Economic Development staff	\$40,000	General Fund	11/21 - 12/21
Determine implementation of 2020 urban renewal study.	Staff will work with the Urban Renewal Commission to complete the Urban Renewal Public Engagement Process. This process is currently ongoing.	No additional funds requested in proposed budget.		5/21 - 10/21
Implement the Tourism strategy	Staff will implement the Tourism Strategy to attract and engage the community to the Travel Oregon City website to increase participation and community opportunities. Implementation of the Tourism Strategy will include: - The marketing and promotion of Oregon City tourism assets. - Implementation of the Community Showcase, the Concierge Institute, and the Arts Treasure Trove which are programs identified in the Oregon City Tourism Strategy.	\$725,000	Transient Room Tax \$75,000 is contingent upon ARPA funding	7/21 - 6/23
Determine the City's role in supporting community events and other amenities that support tourism	Staff will work to create a program to support community events. The program will include: Providing grant funding to private nonprofits that produce city-wide special events designed to reinforce the community hometown brand.	\$100,000	General Fund	7/21 - 12/21

Goal 6 - Support Diverse Housing Options in Oregon City

Strategy	Approach	Budget Amount	Funding Source	Estimated Timeline
Prepare a plan to identify and implement housing strategies, tools and opportunities that work best for Oregon City	Staff will create actions the City may take to increase the supply of housing, including affordable housing. The project will include: • An online public engagement effort to identify strategies to increase the supply of housing in Oregon City. • The public engagement results will be incorporated into the strategies identified at the severely rent burdened community conversation, as well as input from the Citizen Involvement Committee, the Planning Commission, and the best practices and strategies identified from partnerships with other agencies. • Recommendations to the City Commission that will include no-cost strategies, as well as strategies which would rely on funding sources such as the Construction Excise Tax.	\$10,000	General Fund	7/22 - 7/23
Update our code to provide additional housing opportunities in Oregon City	Staff will compare existing Oregon City regulations to HB 2001 and propose amendments to the Oregon City Municipal Code to implement the new requirements. The project will include: • An analysis of the City's infrastructure capacity to determine if there is sufficient capacity for the changes. • Public engagement, such as online surveys and input, Citizen Involvement Committee and Planning Commission presentations, a virtual open house, and a mailer to property owners and tenants. • Final Legislative review by the Planning Commission and City Commission of the proposed changes.	\$20,000	General Fund	7/21 - 7/22

Goal 7 - Support Improvements and Partnerships that Contribute to our Hometown Feel and Showcase Oregon City's Unique Community Identity

Strategy	Approach	Budget Amount	Funding Source	Estimated Timeline
Determine and establish relationships with the Tribes that have a shared history with Oregon City	Staff will work jointly with all five tribes identified in the Willamette Falls Legacy Project and make connections with other tribes that reach out. The process for establishing these relationships and partnership building will include: - Arrangement of smaller introductory meetings between elected officials before a full meeting between elected bodies to form the basis of formal government-to-government relationships. - Development of a formal agreement with commitments, such as continued communication, collaboration, and a formal recognition of past harms.	No additional funds requested in proposed budget.		5/21 - 6/23
	The City would fund the installation of a memorial currently being designed by the Confederated Tribes of the Umatilla Indian Reservation to honor the Cayuse Five.	\$150,000	General Fund	5/21 - 6/22
Enhance partnerships with agencies and organizations to promote Oregon City's resources, opportunities and events	Staff will establish a six to eight week training program on the business of tourism and organizational and professional development for non-profit and for-profit businesses.	No additional funds requested in proposed budget.		9/21 - 6/23
Promote the arts as a focus of community identity and reactivate the Arts Commission	Staff will engage the arts community of Oregon City to further nurture community identification and reactivate the Arts Commission. Promotion of the arts will include: - Public display of sculptures, paintings, decorative features, horticultural enhancements and historical portrayals. - Events that include music, dance, poetry and other forms of artistic expression.	\$50,000	General Fund	8/21 - 2/22
Use art to attract and engage more community members and visitors	Staff will investigate the feasibility of the development of an arts incubator to help artists realize commercial success by establishing a facility to house studios, conference rooms, and administrative, financial, and legal services.	\$40,000	General Fund	10/21 - 3/22

Goal 8 - Protect and Preserve our Environmental Health and Natural Resources

Strategy	Approach	Budget Amount	Funding Source	Estimated Timeline
Develop a climate action plan	Staff will work with a consultant to create a Climate Action Plan focusing on actions the City can take to decrease the environmental footprint of City facilities and operations. The Climate Action Plan will include: - Engagement with PGE and other potential partners to identify opportunities to reduce the impacts created by City facilities and operations. - Recommendations for the City Commission to consider and potentially adopt via Resolution.	\$100,000	General Fund	10/22 - 12/23

2021 - 2023 City Commission Goals Timeline

	2021								2022								2023															
	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
	FY 2021/22								FY 2022/23																							
GOAL 1 - Promote Diversity, Equity and Inclusion for a Safe, Inclusive Community and Organization																																
Strategy 1.1 DEI Framework																																
Strategy 1.2 Community Task Force																																
Strategy 1.3 Evaluate Policies and Practices																																
GOAL 2 - Invest in Current and Future Capital Needs for Safe, Sustainable Infrastructure and City Services																																
Strategy 2.1 Prioritize Projects in the Transportation Master Plan																																
Strategy 2.2 Complete Analysis of Deferred Maintenance of Parks																																
Strategy 2.3 Review System Development Charges (SDCs) and Utility Rates and Balance w/SDC's																																
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Strategy 7.2 Enhance partnerships with County, Museum, DOCA, etc.																																
Strategy 7.3 Promote the Arts and Reactivate the Arts Commission																																
Strategy 7.4 Use Art to Attract and Engage Community and Visitors																																
GOAL 8 - Protect and Preserve our Environmental Health and Natural Resources																																
Strategy 8.1 Develop a Climate Action Plan																																
Strategy 8.2 Evaluate a Citywide Tree Protection Ordinance																																