



CITY OF OREGON CITY CITY COMMISSION REGULAR MEETING AGENDA

Hanlon Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, August 20, 2025 at 7:00 PM

Ways to participate in this public meeting:

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

REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

4. PUBLIC COMMENTS

Please see the public comment guidelines below.

5. PRESENTATIONS

- Youth Opioid Prevention Grant Program presentation by Oregon City Together
- City Website ADA Enhancements

6. ADOPTION OF THE AGENDA

7. CONSENT AGENDA

- Resolution No. 25-22, Requesting Jurisdiction Over a Portion of S Beavercreek Road
- OLCC: Liquor License Application–Retail On-Premises Sales and Consumption; Sumo Oregon City LLC dba Sumo Sushi & Grill Ayce, 19001 S Beavercreek Road, Oregon City
- Personal Services Agreement Addendum #1 with C&R Reforestation
- Tyler Technologies Software as a Service Contract
- Minutes of the December 04, 2024 City Commission Regular Meeting

8. PUBLIC HEARINGS

- Report on Microenterprise Grant Program

9. GENERAL BUSINESS

- Sidewalk Reimbursement Assistance Program Discussion
- Ordinance No. 25-1010, Adopting Amendments to Oregon City Municipal Code Title 12: Streets, Sidewalks, and Public Places
- Adaptive Re-Use Rehab Application
- Resolution No. 25-19, Modifying System Development Charges for Parks and Recreation Facilities
- Ordinance No. 25-1011, An Ordinance of the City of Oregon City Expanding the Eligibility of Youth Advisory Commissioners

- f. State of Oregon Lottery Revenue Bonds Grant Agreement - Willamette Falls Improvements

10. COMMUNICATIONS

City Manager

Commissioners

Mayor

11. ADJOURNMENT

ORDINANCE NOTICE

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

PUBLIC COMMENT GUIDELINES

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

ADA NOTICE

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

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

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

Jakob Wiley

From: Jake B <Jake@ORSHITTY.com>
Sent: Wednesday, August 20, 2025 12:36 PM
To: City Recorder Team
Cc: Adam Marl; Mike Mitchell; Rocky Smith, Jr.; Scott Wilson
Subject: Re: Public Comment for August 20th 2025 - CORRECTION

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

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

I respectfully request the following correction be made to my public comment.

Oregon City has embraced a culture of “Snitched get Stitches.”

Should read, "Oregon City has embraced a culture of “Snitches get Stitches.”

Please read the following:

My name is Jake Burgard, and I live in Oregon City.

The truth is simple:

Oregon City has embraced a culture of “**Snitches get Stitches.**”

The City does not fix the problems; It instead rewrites facts, permits slander, and encourages harassment. Calling a civic duty “bad faith” is absurd. Bad faith is the City refusing to enforce its own codes and then punishing the whistleblower who points it out.

The failure is the City’s biased policies that shield violators, punish whistleblowers, and undermine the laws meant to protect this community.

Residents are upset because they are being held to the same standards that apply across Oregon, but Oregon City tries to shield the responsibility. I have raised many concerns for over two years, but the City refused to act equally and meaningfully. Now that more people are seeing the consequences of Oregon City Policy, the City blames the whistle blower instead of accepting responsibility for years of nearsighted policy, bias policy enforcement and neglect.

I wanted to be here in person, as one with my community, but I must submit this by email because I fear for my safety.

The retaliation encouraged by these public meetings has made it unsafe for me to attend. However, I will not be silenced, and I will not stop exposing the truth to the best of my abilities.

For years, I have done my civic duty by reporting zoning, ADA, and safety violations in my neighborhood. Instead of support, I was falsely arrested, jailed for three days without arraignment, and turned into the target of retaliation openly facilitated by Mayor Denyse McGriff, City Manager Tony Konkol, and Police Chief Shaun Davis.

On December 8, 2023, Mayor McGriff and McLoughlin Neighborhood Chair Tim Powell organized a 27-person meeting to target me for reporting business misconduct and safety/nuisance violations. All of this was supported by written code.

Then, on June 4, 2025, residents came here angry because they were told to follow sidewalk laws this City has written in their bylaws. Elizabeth Robarts-Dille, who attended that meeting, used this forum to name and defame me. The city helped continue the false narrative just as Mayor McGriff did alongside Elizabeth Robarts-Dille with the 27 person meeting in 2023.

I followed the process the City itself wrote for reporting hazards. What the city is allowing is retaliation, not accountability.

Since then, many more commissioner meetings have included talk of pressing criminal charges against me for exercising my civic duty, of neighbors “driving me out of town,” and of exposing me through public records requests. These threats are documented.

I am the only one who has obtained a stalking order. It was against a resident directly tied to Elizabeth Robarts-Dille. Robarts-Dille’s failed restraining order attempt against me was ruled malicious by a judge, and she was ordered to pay my legal fees.

The facts don’t end here, but my 3 minutes does.

I urge this Council to end the retaliation, stop enabling slander in public forums, and enforce the code equally—for fairness, for safety, and for the future of Oregon City.

Thank you,

Jake

Jakob Wiley

From: Jake B <Jake@ORSHITTY.com>
Sent: Wednesday, August 20, 2025 11:32 AM
To: City Recorder Team
Cc: Adam Marl; Mike Mitchell; Rocky Smith, Jr.; Scott Wilson
Subject: Public Comment for August 20th 2025

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Thank you,

Jake



CITY OF OREGON CITY

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

Staff Report

To:	City Commission	Agenda Date:	August 20, 2025
From:	Shaun Davis, Police Chief		

SUBJECT:

Item 5.a. - Youth Opioid Prevention Grant Program presentation by Oregon City Together

STAFF RECOMMENDATION:

EXECUTIVE SUMMARY:

Members from Oregon City Together will update the Commission on the final status of the Youth Opioid Prevention Grant Program, which was awarded during the 2024-25 grant period.

BACKGROUND:

During the 2023-2025 Budget Hearings, the Oregon City Budget Committee earmarked \$40,000 each year for the 2023-2025 biennium budget for a Youth Opioid Prevention Grant Program.

The Youth Opioid Prevention Grant Program (YOPGP) supports efforts in Oregon City to discourage or prevent youths within our community from the misuse of opioids and prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies, which will improve our community's overall quality of life by investing in programs that focus directly on our youth.

The goals of the projects or programs that receive support through this grant must focus on the prevention of misuse of opioids and prevention of overdose deaths and other harms, as outlined in the Opioid Settlement Agreements, List of Opioid Remediation Uses.

The second Youth Opioid Prevention Grant Program opportunity was advertised from April 15 through May 10, 2024, with the grant period running from July 1, 2024 – June 30, 2025. One application was received from Oregon City Together.

At the July 9, 2024, Regular City Commission meeting, the City Commission awarded Oregon City Together (OCT) \$20,000 in grant funding.

Members from OCT will present the final status of their grant-funded project.

OPTIONS:

BUDGET IMPACT:

OREGON CITY TOGETHER

Youth Opioid Prevention and Harm Reduction: Addressing Risk Factors for Youth Substance Misuse

YEAR-END GRANT REPORT

Submitted: July 30, 2025

PROGRAM FOCUS

This grant supported a youth-designed mental health awareness and prevention campaign focused on building resilience as a protective factor against opioid misuse and other risky behaviors.

The student-created campaign theme:

“Resilience isn’t born, it’s built.”

KEY ACTIVITIES

- **Monthly Coalition Meetings** (April–June) for planning and implementation
- **Collaborative Planning Sessions** with Oregon City School District (OCSD) staff and youth trainers in April and May
- **Youth Leadership Training** with Oregon City High School AP Psychology seniors
- **Student-Led Campaign Rollout**, featuring:
 - Posters displayed across all schools and throughout the community
 - Branded bracelets and stress-relief bricks with the campaign slogan, distributed at student events
 - A resilience-themed engraved brick installed in Elevate Plaza
 - A large vinyl **DIY Resilience Wall** banner, signed by over 150 students and staff at a school-wide event (attended by the Mayor and law enforcement)
 - Plans to tour the banner through middle and elementary schools in Fall 2025
- **‘Voyages’ Middle School Transition Events**
 - Interactive resource tables with games and mental health education

- Family workshops on healthy coping and refusal skills using *Know Your Neuro* curriculum by Dr. Crystal Collier
 - **‘Thriving Together’ Community Event** (April 24)
 - Screening of *Angst* and live Zoom presentation with Dr. Crystal Collier on teen anxiety and stress
 - **Media & Outreach**
 - Social media advertisements
 - Billboard promotion at 99E & 12th Street
 - Ongoing updates to Oregon City Commission and grantor on campaign milestones
-

OUTCOMES & IMPACT

- **Improved Student Mental Health**
 - *Goal:* Reduce 11th-grade stress, anxiety, and depression by 3% by 2025
 - *Progress:* In 2024, 11% of students reported **excellent** mental/emotional health — a **5% increase** from 2022
 - **Increased Awareness of Coping Tools**
 - Pre/post survey results show significant growth in student awareness, emotional regulation, and readiness to use healthy coping strategies
 - **Youth Engagement & Leadership Development**
 - 36 students trained (30 from OCHS and 6 from OCSLA)
 - All were actively involved in designing and implementing campaign components
 - **Strengthened Protective Factors**
 - Measured through survey comparisons showing improvements in self-reported mental health indicators
 - [PRE / POST SURVEY RESULTS](#)
-

REACH & ENGAGEMENT METRICS

- **Youth Reached:** 69,867
- **Parents/Caregivers Reached:** 17,118
- **Engagements:**
 - Likes: 5,425
 - Clicks: 2,574
 - Shares: 254
- **Youth Leaders Involved:** 36

EXPENSES

A detailed reimbursement request is attached in a separate document.

CAMPAIGN ELEMENTS

SOCIAL MEDIA ADS - https://drive.google.com/drive/folders/1KK_LSaSxvKygXfLYUKN5Xfcr02e4k5P7?usp=drive_link

SOCIAL MEDIA ADS (EVENTS & PROGRAM)

THRIVING TOGETHER
Understanding Youth Anxiety & Depression

April 24th, 2025 | Alliance Charter Academy
16075 Front Ave., Oregon City, OR 97045 | 5:00pm - 7:30pm

Join us for a **FREE** event on youth mental health

Join us for a special screening of the acclaimed documentary *Anxiety*, which explores the impact of anxiety on youth and offers hope and solutions for those affected. After the film, hear from Dr. Crystal Collier, expert in adolescent mental health, as she shares practical coping skills to help teens manage anxiety and depression.

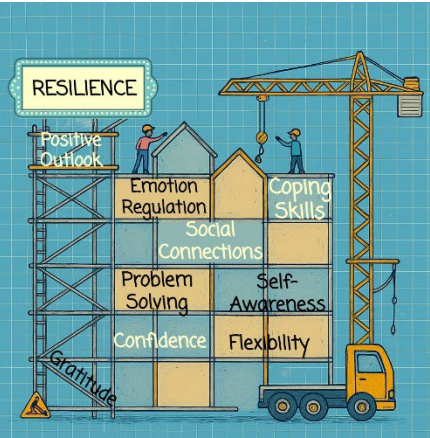
Dinner begins at 5:00pm, the film will start at 5:30pm
Dr. Collier begins at 6:30pm

 **"Coping Skills for Youth Anxiety & Depression"**
Dr. Crystal Collier

 Register here for online or in person





Resilience isn't born, It's BUILT!

Learn more: OCTogether.org

Youth Mental Health Campaign made possible by a Youth Opioid Prevention Grant from Oregon City
Created by Oregon City High School's 3rd Period AP Psych Class



BRANDED ITEMS

BILLBOARD



POSTER

THE VOYAGE: MIDDLE AND HIGH SCHOOLBOUND

FOR ALL FAMILIES MOVING TO MIDDLE OR HIGH SCHOOL

5:00-5:30 Free Dinner
5:30-6:00 School Presentation
6:00-6:15 Staff meet/greet
6:20-7:30 Breakout sessions

- Panel Discussions.
- Resources.
- Speakers.

Let's celebrate and learn about your next step!

MAY 15 GARDINER MS
MAY 22 TUMWATA MS

FREE CHILDCARE!



BREAKOUT SESSIONS

Session 1: 6:20-6:50PM
Session 2: 6:55-7:25PM

ROOM B143 Session 1 & 2: 30010 Asyaireh Khatib will share about the high school academic program.	ROOM B120 Session 1 & 2: Brian McLean will discuss 'Supporting Health Learning at Home'.	ROOM B142 Session 1: Middle School Student Panel Discussing transitions from elementary to middle school (English/Spanish).
ROOM B122 Session 1: High School Anne Haynes and Robin Bergerson will discuss 'Brain Savvy Coping Skills'.	ROOM B123 Session 1 & 2: Anne Haynes and Robin Bergerson will discuss 'Brain Savvy Coping Skills'.	Session 2: High School Student Panel Discussing transitions from middle to high school (English/Spanish).





May 16, 2025
FOR IMMEDIATE RELEASE

MEDIA ADVISORY

Students build “Wall of Resilience” to promote mental health among peers “Resilience isn’t born, it’s *BUILT!*”

WHAT: High school student leaders are asking other students to write on large banner describing what resilience means to them. The event is part of a [student-designed campaign](#) building awareness during [National Mental Health Awareness Month](#).

The student-created campaign slogan is “resilience isn’t born, it’s built!” The slogan is featured on posters distributed to all schools in the Oregon City School District as well as the general community. Other campaign components include student bracelets and brick-shaped stress relief balls.

WHEN: Friday, May 23, 2025
Lunch times 10:54 to 11:24 a.m. and 12:11 to 12:41 p.m.

WHERE: Oregon City High School Cafeteria, 19761 South Beavercreek Road.

WHO: The effort is led by Oregon City High School Advanced Placement Psychology class students. It is supported by the [Oregon City Together Coalition](#) with funding from an Oregon City Youth Opioid Prevention Grant.

WHY: The [Oregon Student Wellness Survey](#) shows a large percentage of Oregon’s 6th, 8th and 11th graders experience high levels of stress, anxiety and depression. According to [Mental Health America](#), Oregon ranks 49th in the nation for high rate of youth mental health issues, including substance use, and insufficient access to mental health services and treatment. Strong social, problem-solving and emotional regulation skills help build resilience in youth. Being resilient helps protect youth against early drug use and other high-risk behaviors.

CONTACT: Anne Haynes, Oregon City Together Coalition, 503-707-5177



CITY OF OREGON CITY

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

Staff Report

To:	City Commission	Agenda Date:	August 20, 2025
From:	Jarrod Lyman, Communications Manager David Knoll, IT Manager		

SUBJECT:

Item 5.b. - City Website ADA Enhancements

STAFF RECOMMENDATION:

EXECUTIVE SUMMARY:

The City's IT and Communications staff have implemented new software on the City's website that dramatically enhances the accessibility for information for residents needing additional accommodations.

BACKGROUND:

The City's website had previously been using ADA tools provided by the web development company that handles the site, CivicPlus. Through research and contact with multiple vendors, it became clear that the site didn't meet future standards for accessibility as specified by the Web Content Accessibility Guidelines (WCAG) as part of the Americans with Disabilities Act. Staff with IT began looking at alternatives, and coordinated with the Communications team to find a solution.

In researching various options, it became evident that the best solution was provided by ReciteMe. The new toolbar implemented by this company has dramatically enhanced functionality, and actually costs less than the prior solution. The swap has resulted in a savings of \$3,575. The presentation accompanying this report outlines some of the enhancements that this project has added to the website. These efforts also align with the City Commission's Goal: To Increase Community Engagement Opportunities, by ensuring all residents have access to vital information.

OPTIONS:

BUDGET IMPACT:

Amount	\$0
Fiscal Year(s):	2025/2026
Funding Source(s):	General



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** August 20, 2025
From: Dayna Webb, Public Works Director

SUBJECT:

Item 7.a. - Resolution No. 25-22, Requesting Jurisdiction Over a Portion of S Beavercreek Road

STAFF RECOMMENDATION:

Approve Resolution No. 25-22, Requesting Jurisdiction Over a Portion of S Beavercreek Road.

EXECUTIVE SUMMARY:

Since the establishment of the Thimble Creek Concept Plan and the implementation of the County Vehicle Registration Fee, City and County staff have been discussing this transfer of jurisdiction. In the last couple of years, Timberview Apartments, Clackamas County Transportation Maintenance, and two apartment complexes on Maplelane Road have completed construction. Land use has been approved to redevelop the Oregon City Golf Club and discussions continue related to development of more employment lands along the Beavercreek Road corridor. With new development and impending development, and as County resources now allow, staff recommend the transfer of jurisdiction of the last portion of Beavercreek Road within the city limits at this time.

BACKGROUND:

In early 2019, Clackamas County Commissioners approved a \$30-per-year Vehicle Registration Fee to fund road maintenance and construction projects. One aspect of the approval included the County Strategic Investment Fund which utilizes 10% of the revenue share to be spent on local transportation priorities with an initial emphasis on jurisdictional transfers when supported by the appropriate agency. Recent jurisdictional transfers in Oregon City include portions of Forsythe Road, Longstanding Court and Caufield Road.

In 2012, the City Commission approved Resolution No. 12-05, transferring the jurisdiction of Beavercreek Road from Warner Milne Road to Kaen Road. This completed the section of Beavercreek Road between Highway 213 and Warner Milne Road. City staff are now recommending transferring the jurisdiction of the remaining portion of Beavercreek Road within city limits located between Highway 213 and the southern city limits in the vicinity of Timbersky Way and Old Acres Lane.

In July 2020, the City Commission adopted the Thimble Creek Concept Plan (originally the Beavercreek Road Concept Plan) which provided a cross-section of Beavercreek Road, established signalized intersections, determined road and utility layouts, and zoning for the

unimproved properties lying within city limits generally between Thayer Road and the southern city limits.

Since the establishment of the Thimble Creek Concept Plan and the implementation of the County Vehicle Registration Fee, City and County staff have been discussing this transfer of jurisdiction for Beaver Creek Road. In the last couple of years, Timberview Apartments, Clackamas County Transportation Maintenance, and two apartment complexes on Maple Lane Road have completed construction. Land use has been approved to redevelop the Oregon City Golf Club and discussions continue related to development of more employment lands along the Beaver Creek Road corridor. With new development and impending development, and as County resources now allow, staff recommend the transfer of jurisdiction of the last portion of Beaver Creek Road within the city limits at this time.

Transfer of jurisdiction will include traffic signals at Maple Lane Road, Clairmont Drive, and Meyers Road, 39 ADA ramps, school zone flashers, and 482,700 sf of roadway. The County has offered \$997,000 to cover the cost of a 2-inch mill and overlay of the entire roadway, replacement of 21 ADA ramps out of compliance with current standards, and signal upgrades at Maple Lane Road. Fiber communication owned and operated by CBX will remain under ownership and operation by CBX. Upon jurisdictional transfer, the City will notify all franchise utilities of the change in jurisdiction.

Existing permits for Clackamas County Department of Transportation, Timberview Apartments, and Maple Lane Apartments would remain under the authority of Clackamas County until the end of their maintenance period. No other outstanding permits are in place on this portion of Beaver Creek Road by Clackamas County. There are no outstanding valid pre-application conferences which are in place, so any new proposals for development will fall under City jurisdiction assuming transfer of the roadway.

As specified in the 1990 Urban Growth Management Agreement between the City and the County, the transfer may be completed by way of an Intergovernmental Agreement (IGA). This agreement states that for roadways not built to City standards, the County agrees to pay (to the City) a sum of money equal to the cost of a two-inch asphaltic concrete overlay over the width of the existing pavement. Pavement work for this section of roadway has been determined to be \$997,000 and will be paid to the City as part of the transfer of this roadway.

Once the City approves the IGA, the Clackamas County Board of County Commissioners will follow with their approval. The final step for Oregon City to accept the roadway will be by adopting a Resolution accepting the right of way.

As a first step to jurisdictional transfer, the City approved an IGA on April 16, 2025, and the County provided their approval on June 18, 2025.

The final step for Oregon City to request the transfer and accept the roadway will be by adopting a Resolution accepting the right of way.

Once the City makes the request for transfer by Resolution, the Clackamas County Board of

County Commissioners will follow with their approval. Once funds are transferred, the right-of-way will become the responsibility of the City of Oregon City. This request is the final step in transferring jurisdiction by accepting the right-of-way from Clackamas County.

The area of transfer is legally written in **Exhibit A** and depicted in **Exhibit B** as provided in the approved IGA.

OPTIONS:

1. Approve Resolution No. 25-22, Requesting Jurisdiction Over a Portion of S Beavercreek Road.
2. Approve Resolution No. 25-22, Requesting Jurisdiction Over a Portion of S Beavercreek Road with Amendments.
3. Deny Resolution No. 25-22, Requesting Jurisdiction Over a Portion of S Beavercreek Road and provide further direction.

BUDGET IMPACT:

Amount	\$997000 (Revenue)
Fiscal Year(s):	25/26
Funding Source(s):	Transportation Fund



DAN JOHNSON
DIRECTOR

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

June 18, 2025

BCC Agenda Date/Item: 20250618 XII.E.2

Board of County Commissioners
Clackamas County

Approval of an Intergovernmental Agreement with the City of Oregon City to transfer a portion of S Beaver Creek Road. Agreement Value is \$997,000 in a one-time payment. Funding is through the Community Road Fund. No County General Funds are involved.

Previous Board Action/Review	None		
Performance Clackamas	1. Build trust with good government		
Counsel Review	Yes	Procurement Review	No
Contact Person	Rick Maxwell	Contact Phone	503-742-4671

EXECUTIVE SUMMARY: There are certain County roads, such as S Beaver Creek Road in Oregon City, that are wholly, mostly, or partially within various Cities throughout Clackamas County. Fragmented jurisdiction over these roads often results in differing road maintenance activities and confusion by the public as to which agency is responsible for the operation and maintenance of the roads. With the intent of eliminating confusion to the public and to improve the efficiencies of maintenance and public service a jurisdictional transfer is needed. The Intergovernmental Agreement (IGA) sets forth the process for the City to assume exclusive jurisdiction over S Beaver Creek Road from the current City limits past Glen Oak Road to State Highway 213 (almost 2 linear miles), containing approximately 799,800 square feet of Right-of-Way. The proposed IGA also formalizes an agreement to provide funds to the City of Oregon City in the amount of \$997,000, which is equal to the cost of a 2" asphalt overlay, replacement of 21 sidewalk ramps to comply with current Americans with Disabilities Act standards, and signal upgrades at S Maple Lane Road. Payment of these funds will come from the Community Road Fund and are contingent upon the City finalizing the jurisdictional transfer process. Once jurisdiction is transferred, the City becomes the "Road Authority" responsible for all maintenance, permitting and road standard activities.

For Filing Use Only

RECOMMENDATION: Staff respectfully requests that the Board approve the attached IGA between Clackamas County and the City of Oregon City related to the transfer of jurisdiction of a portion of S Beavercreek Road.

Respectfully submitted,

Dan Johnson

Dan Johnson
Director of Transportation & Development

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF OREGON CITY
AND CLACKAMAS COUNTY RELATED TO THE TRANSFER OF JURISDICTION
OVER A PORTION OF S BEAVERCREEK ROAD**

This Agreement is made between the City of Oregon City, a municipal corporation of the State of Oregon (the “City”), and Clackamas County, a political subdivision of the State of Oregon (the “County”), collectively referred to as the “Parties” and each a “Party.”

RECITALS

WHEREAS, ORS chapter 190 authorizes local governments to enter into intergovernmental agreements for the performance of any or all functions and activities that a local government or its officers or agencies have the authority to perform;

WHEREAS, the portion of S Beavercreek Road, currently labeled as county road no. 52033, described in Exhibit “A” and depicted in Exhibit “B” attached hereto and incorporated herein (“S Beavercreek Road”), is a County Road as defined under ORS 368.001 that is wholly within the boundary of the City;

WHEREAS, the City has adopted the Thimble Creek Concept Plan, which provides a cross-section of S Beavercreek Road, calls for signalized intersections, and determines road layouts, utility layouts, and zoning for the unimproved properties lying within City limits generally east of S Beavercreek Road and south of Thayer Road;

WHEREAS, the City is best suited to acquire full and absolute jurisdiction over S Beavercreek Road, including for maintenance and permitting purposes;

WHEREAS, ORS 373.270 provides a procedure whereby a county may transfer full and absolute jurisdiction over any County Road within a city to the city by surrendering such jurisdiction, provided the city requests or accepts such jurisdiction; and

WHEREAS, the Parties desire to transfer S Beavercreek Road pursuant to ORS 373.270 and acknowledge that the City should be compensated, consistent with the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Term.** This Agreement shall be effective on the last day of signature by a Party indicated below and shall expire automatically at the time the City accepts jurisdiction of S Beavercreek Road pursuant to ORS 373.270 and the County makes payment as provided in this Agreement.

2. City Responsibilities.

- A. The City shall carry out the procedures set forth in ORS 373.270 to determine whether it is necessary, expedient, or for the best interests of the City to acquire full and absolute jurisdiction over S Beavercreek Road, and, if so, to adopt appropriate municipal legislation requesting such jurisdiction. The City shall complete the process to request jurisdiction within 60 days of the effective date of this Agreement.
- B. The City shall accept full and absolute jurisdiction over S Beavercreek Road in the event that the governing body of the City and the governing body of the County determine that it is necessary, expedient, or for the best interests of their respective jurisdictions to transfer such jurisdiction, and if the County adopts an order surrendering such jurisdiction.
- C. The transfer of jurisdiction over S Beavercreek Road shall include the traffic signals at Maplelane Road, Clairmont Drive, and Meyers Road; 39 accessible ramps; and all school zone flashers.
- D. Fiber communication owned and operated by CBX shall continue to be owned and operated by CBX. Upon jurisdictional transfer, the City shall notify all franchise utilities of the change in jurisdiction.

3. County Responsibilities.

- A. Once the City completes the process to request jurisdiction over S Beavercreek Road, the County shall give notice and carry out the procedures set forth in ORS 373.270 to determine whether it is necessary, expedient, or for the best interests of the County to surrender such jurisdiction, and, if so, to adopt an order surrendering such jurisdiction. The County shall complete the process to surrender jurisdiction within 120 days of the date that the City requests such jurisdiction. This obligation shall terminate in the event the governing body of the City fails to find that it is not necessary, expedient, or for the best interests of the City to acquire such jurisdiction.
- B. In the event the governing body of the City and the governing body of the County both determine that it is necessary, expedient, or for the best interests of their respective jurisdictions to transfer jurisdiction over S Beavercreek Road, the County shall make a one-time payment to the City in the sum of \$997,000, which is equivalent to the costs associated with the construction of a 2-inch asphalt overlay of the entire 482,700 square feet of S Beavercreek Road, replacement of 21 accessible ramps to comply with modern day Americans with Disabilities Act standards, and signal upgrades at Maplelane Road. The payment shall be made to the City within 30 days of the date that the County surrenders such jurisdiction.
- C. Existing development permits issued by Clackamas County Development Engineering shall remain under the authority of the County until the end of their warranty period, when their warranty sureties are released by the County.

4. Termination.

- A. The Parties, by mutual written agreement, may terminate this Agreement at any time.
- B. Either Party may terminate this Agreement in the event of a breach by the other Party. Prior to such termination, however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not completely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate this Agreement any time thereafter by giving written notice of termination stating the effective date of the termination. If the breach is of such a nature that it cannot be completely cured within such fifteen (15) day period, then the Party giving notice may not terminate this Agreement due to the breach if the breaching Party begins curing the breach within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to completely cure the breach as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar breach in any twelve (12) month period.

5. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless, and defend the City and its officers, elected officials, agents, and employees from and against all costs, losses, damages, claims, or actions, and all expenses incidental to the investigation and defense thereof (including legal and other professional fees), arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or subcontractors, or anyone whom the County has a right to control.
- B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless, and defend the County and its officers, elected officials, agents, and employees from and against all costs, losses, damages, claims, or actions, and all expenses incidental to the investigation and defense thereof (including legal and other professional fees), arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the City or its officers, elected officials, owners, employees, agents, or subcontractors, or anyone whom the City has a right to control.

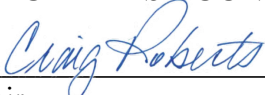
6. General Provisions.

- A. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.

- B. **Applicable Law.** The Parties shall comply in all ways with applicable local, state, and federal ordinances, statutes, laws, and regulations.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or a different time, of any other remedies for the same breach, or for any other breach, by the other Party.
- D. **Access to Records.** Each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after the County makes payment as provided in this Agreement. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.
- E. **Debt Limitation.** This Agreement is subject to the county debt limitation set forth in Article XI, section 10, of the Oregon Constitution, and is contingent upon funds being appropriated to carry out its provisions..
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal, or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal, or unenforceable shall construe this Agreement without such provision to give effect, to the maximum extent possible, to the intentions of the Parties.
- G. **Integration, Amendment, and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the transfer of jurisdiction over S Beavercreek Road. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change to the terms of this Agreement shall bind either Party unless it is in writing and signed by both Parties, and unless 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 such Party of that or any other provision. A waiver as to one breach shall not be deemed a waiver as to any other breach not expressly identified, even though the other breach is of the same nature as the one waived.
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

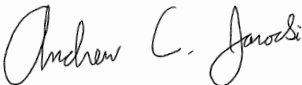
- I. **No Partnership.** No representative, agent, employee, or contractor of one Party shall be deemed to be a representative, agent, employee, or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture, or any similar relationship, and each Party specifically disclaims any such relationship.
- J. **No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the Parties.
- K. **No Assignment.** Neither Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors to the Parties.
- L. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, facsimile, or otherwise), all of which, when taken together, shall constitute one agreement binding on both Parties, notwithstanding that both Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- M. **Authority.** Each Party represents that it has the authority to enter into this Agreement, and each individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.
- N. **Necessary Acts.** Each Party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

CLACKAMAS COUNTY



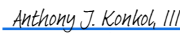
Chair

06/18/2025

Date 

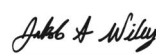
Recording Secretary

CITY OF OREGON CITY


Anthony J. Konkol, III (Jun 3, 2025 15:58 PDT)

City Manager

Jun 3, 2025

Date 

Recording Secretary

Exhibit "A"

S Beavercreek Road Transfer of Jurisdiction

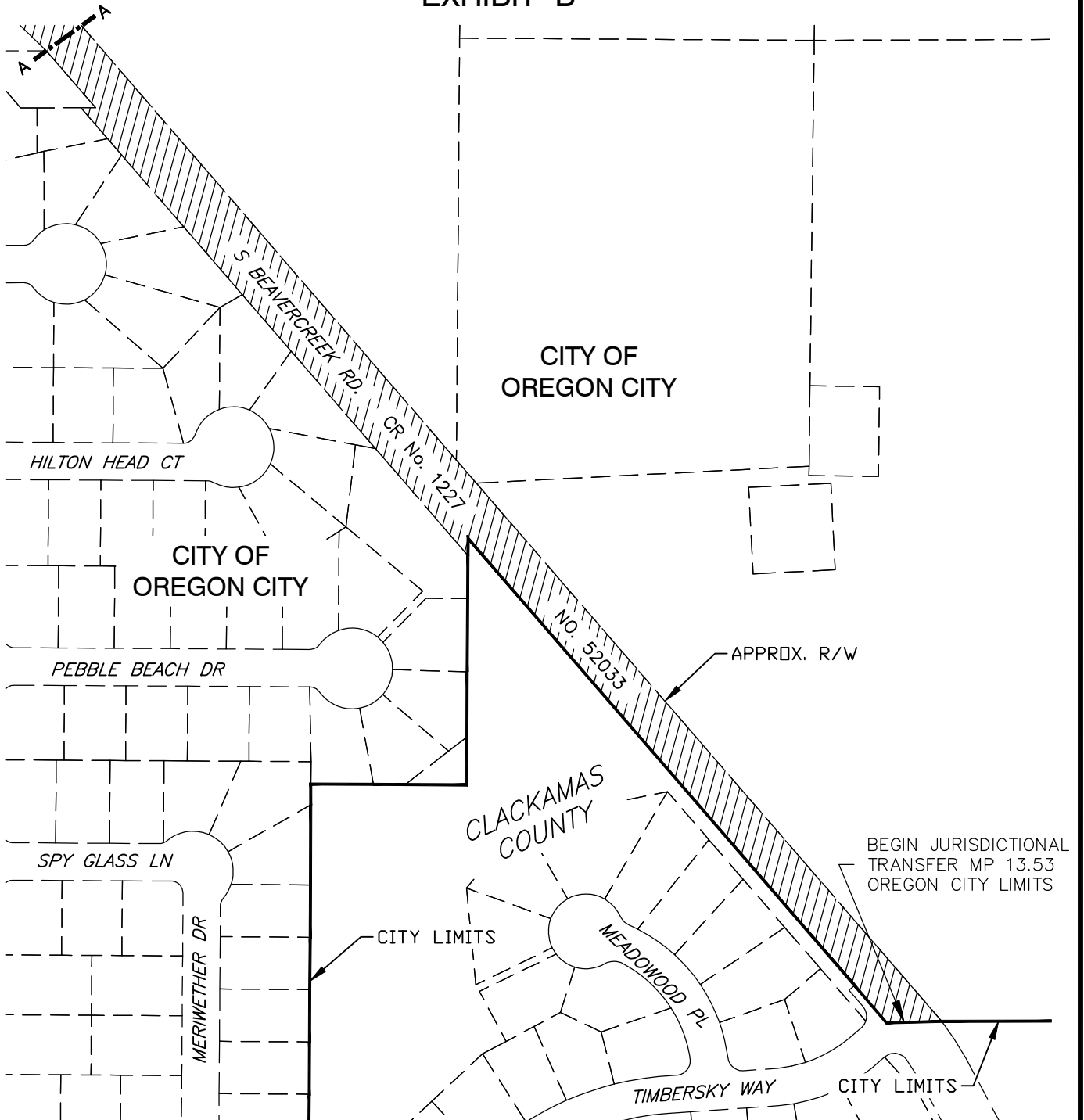
Clackamas County to City of Oregon City

Description

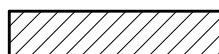
All of that portion of S Beavercreek Road, County Road No. 1227, Market Road 11, Resolution Road 1227, CR 238 and CR 337, Department of Transportation and Development Maintenance No. 52033; Situated in the NW 1/4 of Section 15, the SW 1/4 Section 10, the SE 1/4, NE 1/4 and NW 1/4 of Section 9, the SW 1/4 of Section 4, and the SE 1/4 Section 5, T. 3 S., R. 2 E., W.M., lying northwesterly of the southerly limits of Oregon City, said point also being (mile point 13.53) and east of the easterly right-of-way of State Highway 213, (mile point 15.31), as shown on Exhibit "B", attached hereto, and by this reference a part hereof. Total length being approximately 9,398 feet long.

Contains 799,800 square feet, more or less.

EXHIBIT "B"



LEGEND



TRANSFERRED AREA
799,800 Sq. Ft.

LOCATED IN THE NE 1/4 OF SECTION 15 AND THE SW 1/4 OF SECTION 10, SECTION 9 AND THE SW 1/4 OF SECTION 4
T. 3 S., R. 2 E., W.M.

CLACKAMAS COUNTY, OREGON



PLAN
1"=200'

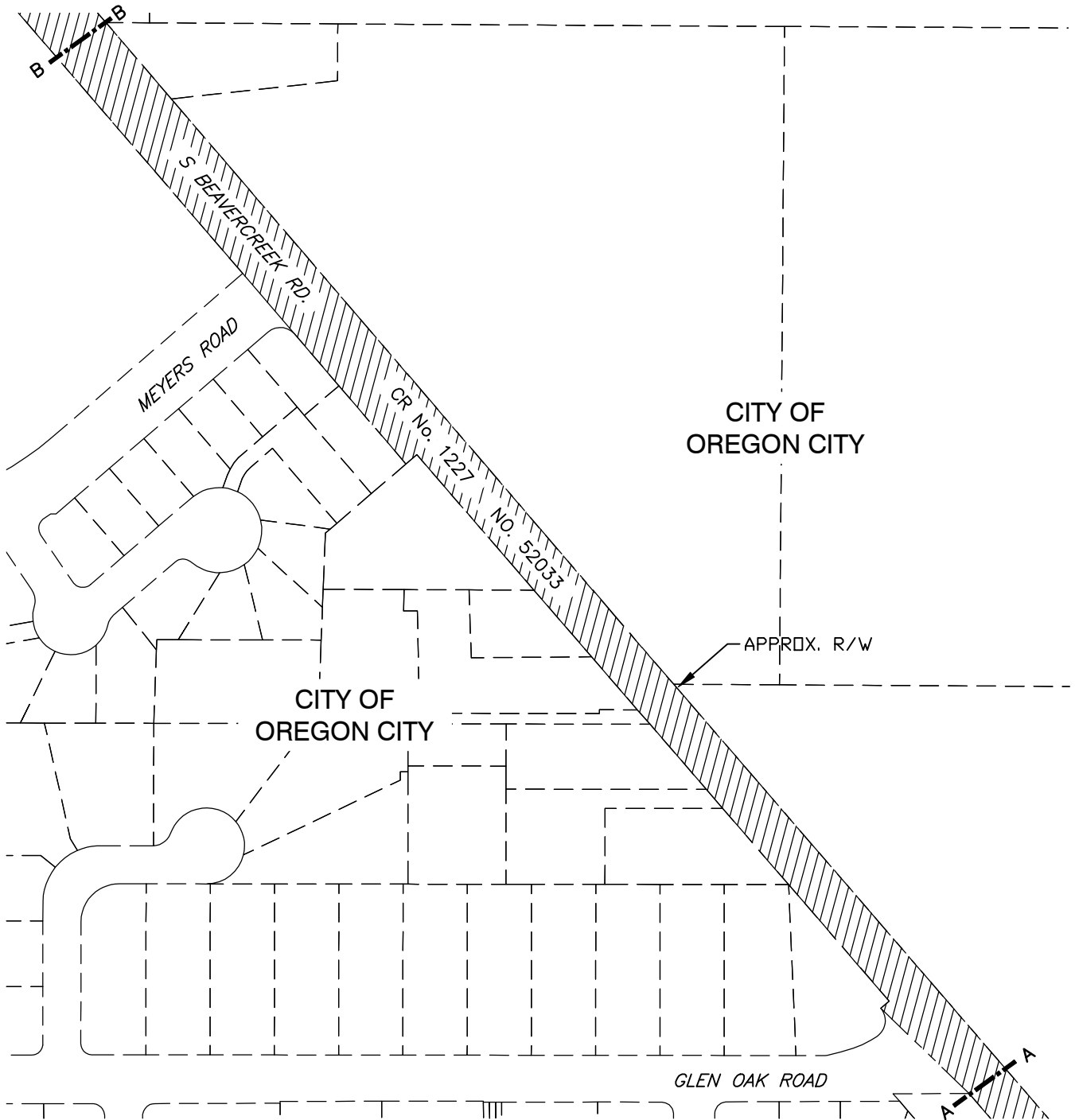
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



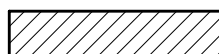
BY: R. MAXWELL DATE: 3/19/2025
JURISDICTIONAL TRANSFER
S BEAVERCREEK ROAD
COUNTY ROAD NO. 1227

SHEET
1 OF 6

EXHIBIT "B"



LEGEND



TRANSFERRED AREA
799,800 Sq. Ft.

LOCATED IN THE NE 1/4 OF SECTION 15 AND THE SW 1/4 OF
SECTION 10, SECTION 9 AND THE SW 1/4 OF SECTION 4
T. 3 S., R. 2 E., W.M.

CLACKAMAS COUNTY, OREGON



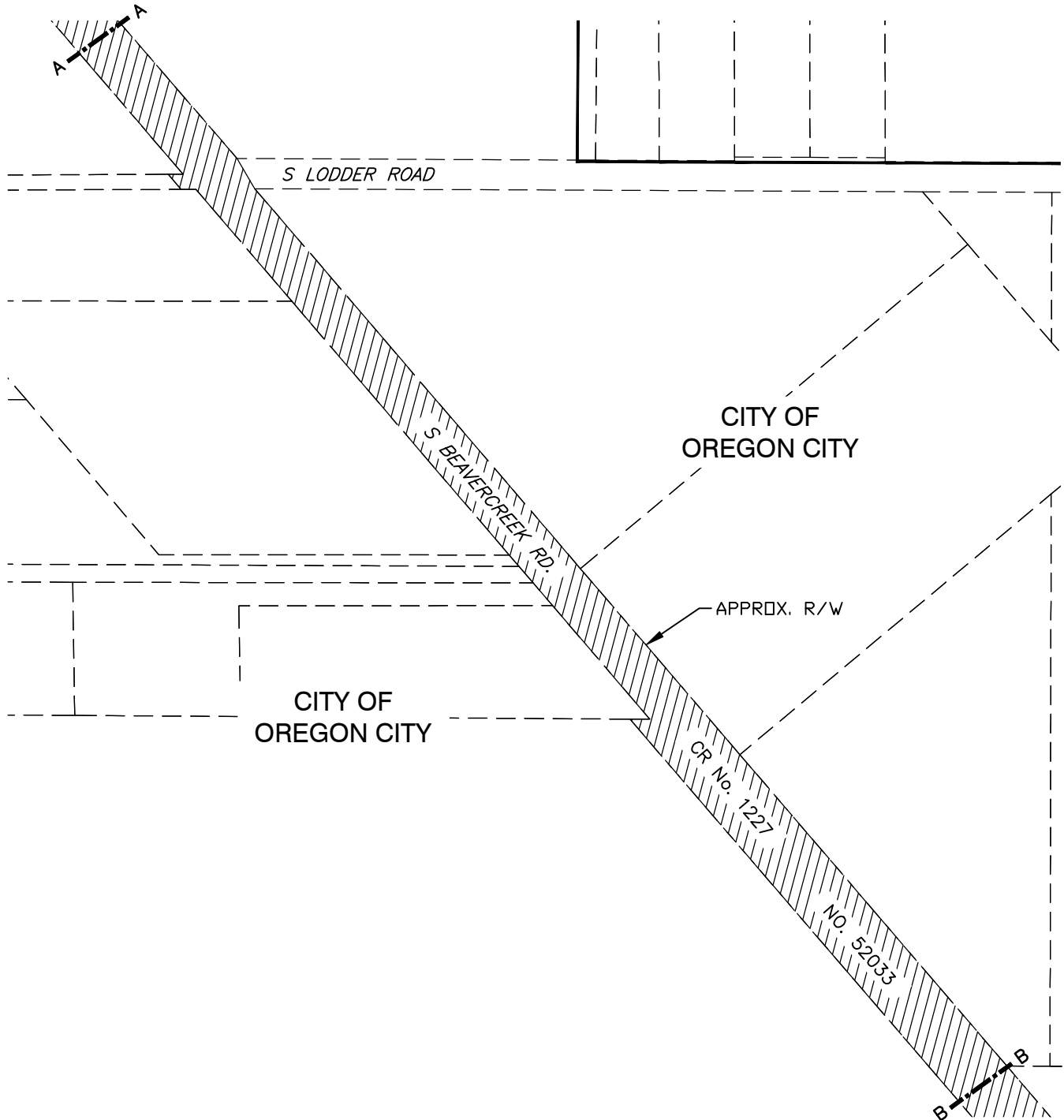
PLAN
1"=200'

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



BY: R. MAXWELL DATE: 3/19/2025
JURISDICTIONAL TRANSFER
S BEAVERCREEK ROAD
COUNTY ROAD NO. 1227

SHEET
2 OF 6



LOCATED IN THE NE 1/4 OF SECTION 15 AND THE SW 1/4 OF
SECTION 10, SECTION 9 AND THE SW 1/4 OF SECTION 4
T. 3 S., R. 2 E., W.M.

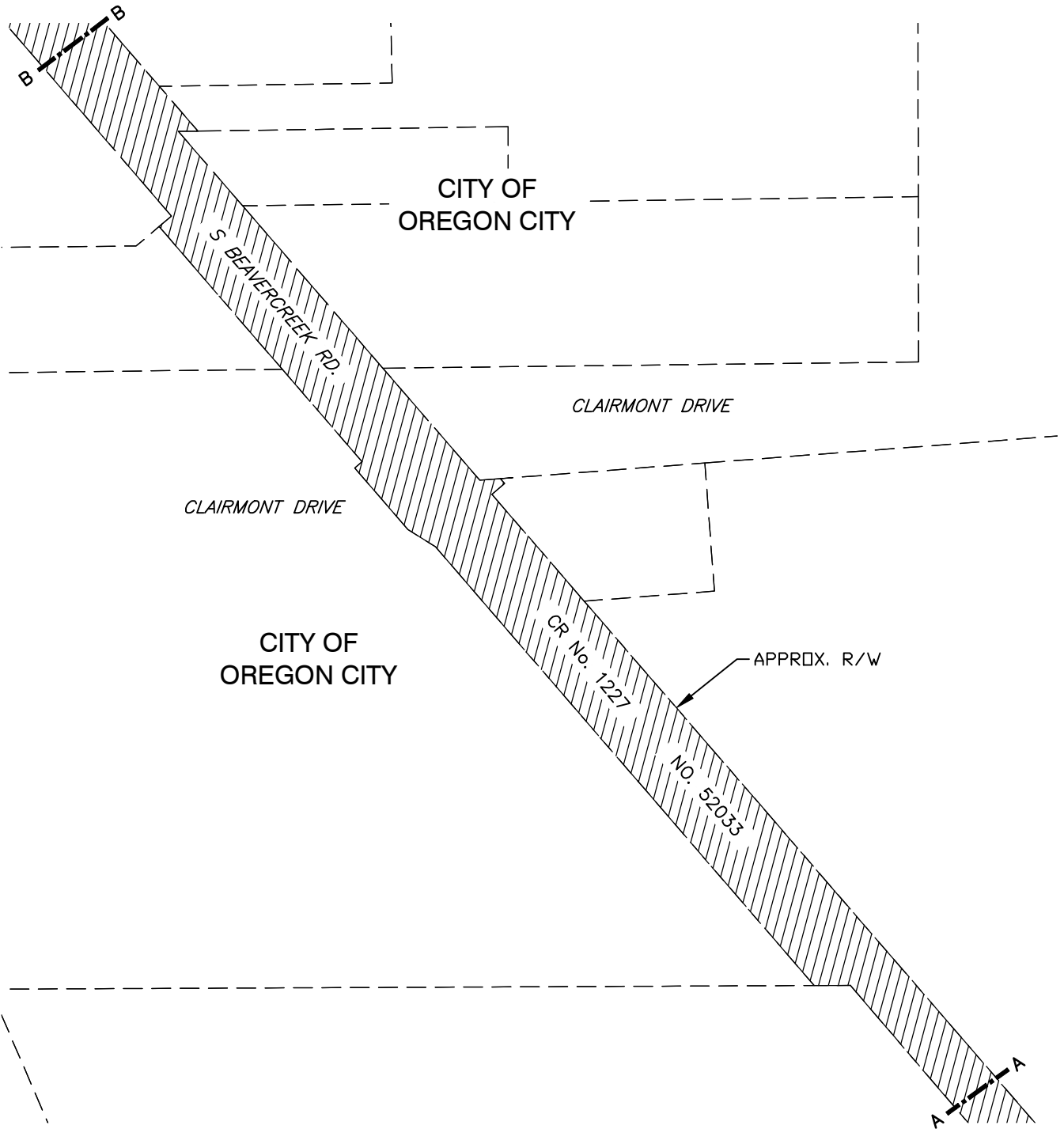
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



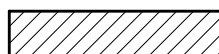
JURISDICTIONAL TRANSFER
S BEAVERCREEK ROAD
COUNTY ROAD NO. 1227

SHEET
3 OF 6

EXHIBIT "B"



LEGEND



TRANSFERRED AREA
799,800 Sq. Ft.

LOCATED IN THE NE 1/4 OF SECTION 15 AND THE SW 1/4 OF
SECTION 10, SECTION 9 AND THE SW 1/4 OF SECTION 4
T. 3 S., R. 2 E., W.M.

CLACKAMAS COUNTY, OREGON



PLAN
1"=200'

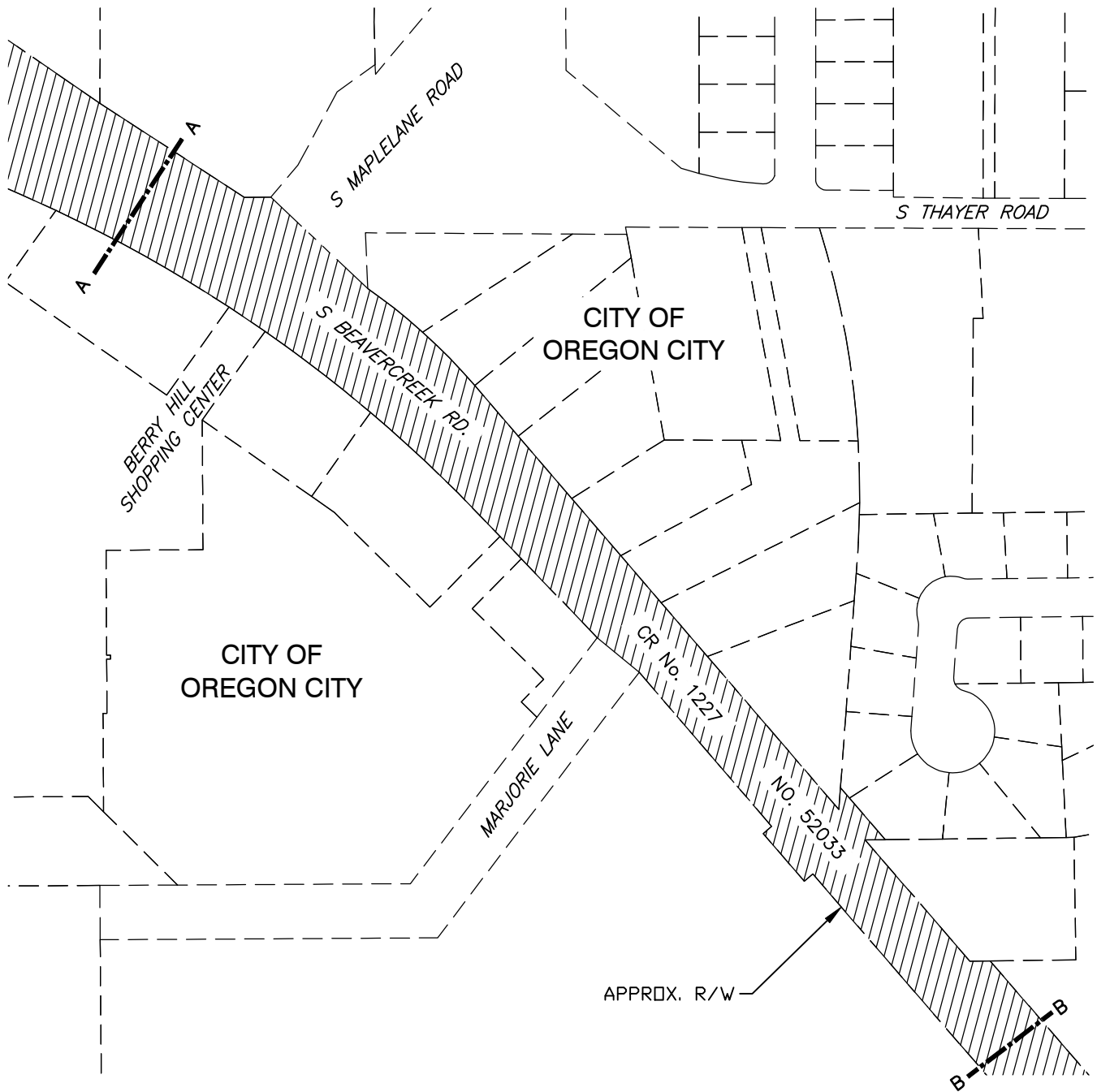
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



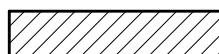
BY: R. MAXWELL DATE: 3/19/2025
JURISDICTIONAL TRANSFER
S BEAVERCREEK ROAD
COUNTY ROAD NO. 1227

SHEET
4 OF 6

EXHIBIT "B"



LEGEND



TRANSFERRED AREA
799,800 Sq. Ft.

LOCATED IN THE NE 1/4 OF SECTION 15 AND THE SW 1/4 OF SECTION 10, SECTION 9 AND THE SW 1/4 OF SECTION 4
T. 3 S., R. 2 E., W.M.

CLACKAMAS COUNTY, OREGON



PLAN
1"=200'

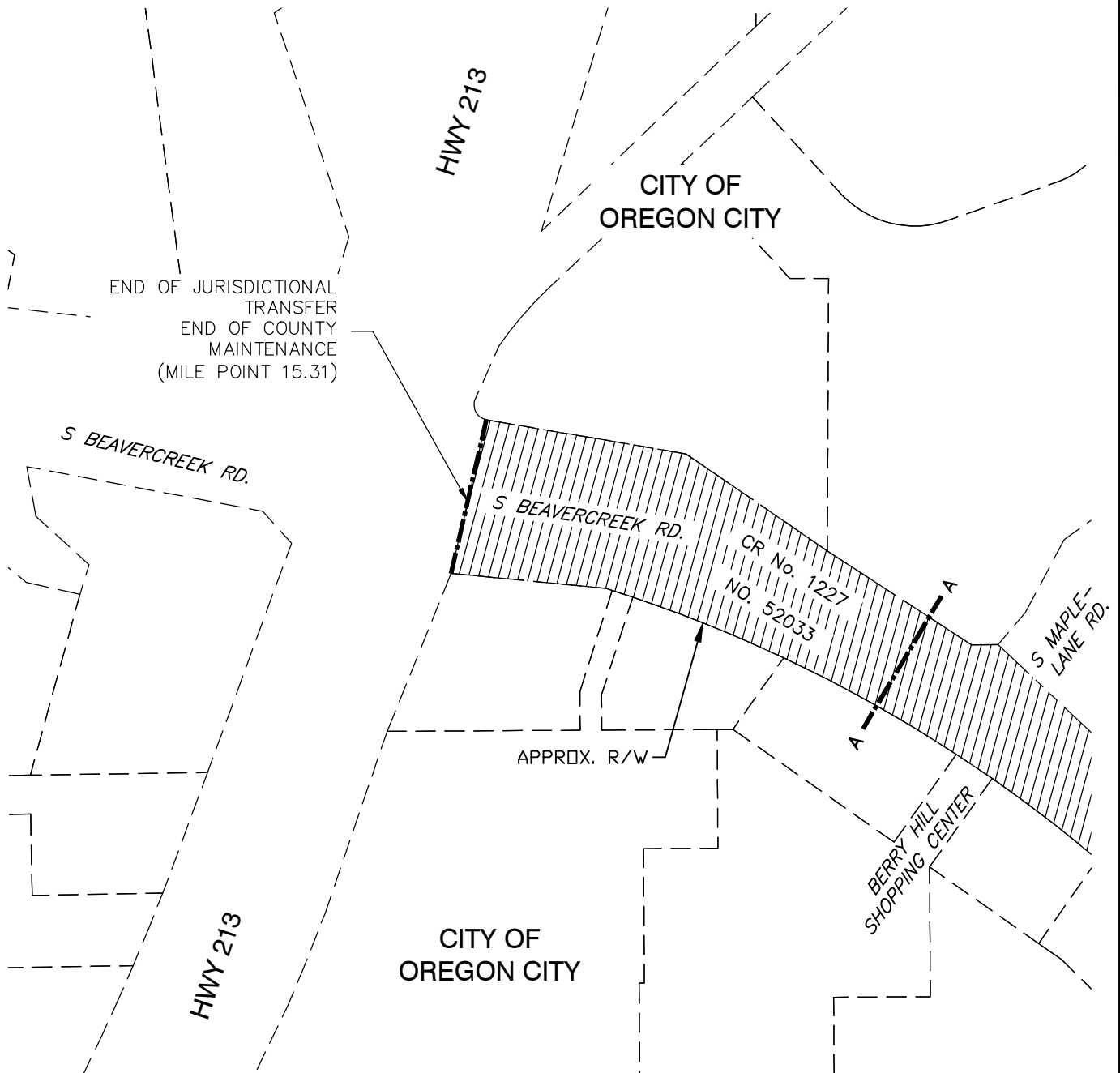
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



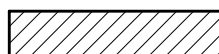
BY: R. MAXWELL DATE: 3/19/2025
JURISDICTIONAL TRANSFER
S BEAVERCREEK ROAD
COUNTY ROAD NO. 1227

SHEET
5 OF 6

EXHIBIT "B"



LEGEND



TRANSFERRED AREA
799,800 Sq. Ft.

LOCATED IN THE NE 1/4 OF SECTION 15 AND THE SW 1/4 OF SECTION 10, SECTION 9 AND THE SW 1/4 OF SECTION 4
T. 3 S., R. 2 E., W.M.

CLACKAMAS COUNTY, OREGON



PLAN
1"=200'

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



BY: R. MAXWELL DATE: 3/19/2025
JURISDICTIONAL TRANSFER
S BEAVERCREEK ROAD
COUNTY ROAD NO. 1227

SHEET
6 OF 6

UNEXECUTED 2025-05-21 IGA with Clackamas - Beavercreek Road

Final Audit Report

2025-06-03

Created:	2025-06-03
By:	Jakob Wiley (recorderteam@orcity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAp--Sg9uQWsD3XC-n8rlmwNlvDTdbzsW

"UNEXECUTED 2025-05-21 IGA with Clackamas - Beavercreek Road" History

-  Document created by Jakob Wiley (recorderteam@orcity.org)
2025-06-03 - 10:57:38 PM GMT
-  Document emailed to Anthony J. Konkol, III (tkonkol@orcity.org) for signature
2025-06-03 - 10:57:43 PM GMT
-  Document emailed to Jakob S. Wiley (jwiley@orcity.org) for signature
2025-06-03 - 10:57:43 PM GMT
-  Email viewed by Anthony J. Konkol, III (tkonkol@orcity.org)
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-  Document e-signed by Anthony J. Konkol, III (tkonkol@orcity.org)
Signature Date: 2025-06-03 - 10:58:24 PM GMT - Time Source: server
-  Email viewed by Jakob S. Wiley (jwiley@orcity.org)
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-  Document e-signed by Jakob S. Wiley (jwiley@orcity.org)
Signature Date: 2025-06-03 - 11:00:33 PM GMT - Time Source: server
-  Agreement completed.
2025-06-03 - 11:00:33 PM GMT



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Adobe
Acrobat Sign

RESOLUTION NO. 25-22

A RESOLUTION REQUESTING JURISDICTION OVER A PORTION OF S BEAVERCREEK ROAD

WHEREAS, ORS 373.270 provides a mechanism for a county to surrender jurisdiction over a county road within a city to the city; and

WHEREAS, the portion of S Beaver Creek Road described in Exhibit “A” and depicted in Exhibit “B” attached hereto and incorporated herein (“S Beaver Creek Road”) has been within the City’s jurisdictional boundary since 2008 with annexation caused by land use file AN-07-02; and

WHEREAS, the portion of Beaver Creek Road was included as part of the Thimble Creek Concept Plan adopted in 2020; and

WHEREAS, on April 16, 2025, the City Commission authorized the City Manager to sign an Intergovernmental Agreement between the City of Oregon City and Clackamas County related to the transfer of S Beaver Creek Road; and

WHEREAS, the Intergovernmental Agreement was approved by the Board of County Commissioners and signed by the Chair on June 18 2025; and

WHEREAS, the Intergovernmental Agreement provides that the City will adopt appropriate municipal legislation requesting jurisdiction over S Beaver Creek Road from the County.

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

Section 1. The surrender of jurisdictional authority by the County over S Beaver Creek Road is requested by the City pursuant to ORS 373.270.

Section 2. This Resolution becomes effective upon adoption.

Approved and adopted at a regular meeting of the City Commission held on the 20th day of August 2025.

Denyse C. McGriff, Mayor

Attested to this 20th day of August 2025:

Approved as to legal sufficiency:

City Recorder

City Attorney



CITY OF OREGON CITY

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

Staff Report

To:	City Commission	Agenda Date:	August 20, 2025
From:	Shaun Davis, Police Chief		

SUBJECT:

Item 7.b. - OLCC: Liquor License Application–Retail On-Premises Sales and Consumption; Sumo Oregon City LLC dba Sumo Sushi & Grill Ayce, 19001 S Beavercreek Road, Oregon City

STAFF RECOMMENDATION:

Staff recommends the City Commission approve the OLCC Application for Sumo Oregon City LLC dba Sumo Sushi & Grill Ayce, 19001 S Beavercreek Road, Oregon City

EXECUTIVE SUMMARY:

The attached application is for an OLCC Retail On-Premises Sales and Consumption license for Sumo Oregon City LLC dba Sumo Sushi & Grill Ayce. This is a new license application for Retail On-Premises Sales and Consumption.

BACKGROUND:

Beginning August 12, 2024, OLCC no longer accepts paper applications for new annual licenses, changes to existing annual licenses, or special event licenses. All applications are now electronic, which is why the OLCC form has a different look.

The Oregon City Police Department ran a background check on Maobin Chi, and he is eligible to hold a liquor license. This is a new license application for Retail On-Premises Sales and Consumption. All applicants must obtain an Oregon City business license before submitting their application for an OLCC liquor license. The Oregon City business license application process includes routing of the application for review through various City departments.

OPTIONS:

1. Approve OLCC: Liquor License Application–Retail On-Premises Sales and Consumption; Sumo Oregon City LLC dba Sumo Sushi & Grill Ayce, 19001 S Beavercreek Road, Oregon City.
2. Approve OLCC: Liquor License Application–Retail On-Premises Sales and Consumption; Sumo Oregon City LLC dba Sumo Sushi & Grill Ayce, 19001 S Beavercreek Road, Oregon City with Amendments.
3. Deny OLCC: Liquor License Application–Retail On-Premises Sales and Consumption; Sumo Oregon City LLC dba Sumo Sushi & Grill Ayce, 19001 S Beavercreek Road, Oregon City and provide further direction.

BUDGET IMPACT:



OREGON LIQUOR & CANNABIS COMMISSION
Local Government Recommendation – Liquor License

Annual Liquor License Types	
Off-Premises Sales	Brewery-Public House
Limited On-Premises Sales	Brewery
Full On-Premises, Caterer	Distillery
Full On-Premises, Commercial	Grower Sales Privilege
Full On-Premises, For Profit Private Club	Winery
Full On-Premises, Non Profit Private Club	Wholesale Malt Beverage & Wine
Full On-Premises, Other Public Location	Warehouse
Full On-Premises, Public Passenger Carrier	

Section 1 – Submission – To be completed by Applicant:

Legal Entity/Individual Applicant Name(s): SUMO OREGON CITY LLC

Proposed Trade Name: SUMO SUSHI & GRILL AYCE

Premises Address: 19001 S BEAVERCREEK RD

Unit:

City: OREGON CITY

County: CLACKAMAS

Zip: 97045

Application Type: ☒ New License Application

☐ Change of Ownership

☐ Change of Location

License Type: LIMITED ON-PREMISE LIQUOR

☐ Additional Location for an Existing License

Contact Name: MAOBIN CHI

Phone: 917-858-8669

Mailing Address: [REDACTED]

City: [REDACTED]

State: [REDACTED]

Zip: [REDACTED]

Email Address: JACKIE@SUMOEXPRESS.COM

Please check all that apply to your proposed business operations at this location:

☐ Manufacturing/Production

☐ Retail Off-Premises Sales

☒ Retail On-Premises Sales & Consumption

If there will be On-Premises Consumption at this location:

☒ Indoor Consumption

☐ Outdoor Consumption

☐ Proposing to Allow Minors

Section 1 continued on next page



OREGON LIQUOR & CANNABIS COMMISSION
Local Government Recommendation – Liquor License

Section 1 Continued – Submission - To be completed by Applicant:

Legal Entity/Individual Applicant Name(s): SUMO OREGON CITY LLC

Proposed Trade Name: SUMO SUSHI & GRILL AYCE

IMPORTANT: You MUST submit this form to the local government PRIOR to submitting to OLCC.
Section 2 must be completed *by the local government* for this form to be accepted
with your CAMP application.

Section 2 – Acceptance - To be completed by Local Government:

Local Government Recommendation Proof of Acceptance

After accepting this form, please return a copy to the applicant with received and accepted information

City or County Name: *City of Oregon City*

Optional Date Received Stamp

Date Application Received: *8/5/25*

8/5/25

Received by: *Jennifer Hummel*

Section 3 – Recommendation - To be completed by Local Government:

- ☐ Recommend this license be granted
- ☐ Recommend this license be denied (Please include documentation that meets OAR 845-005-0308)
- ☐ No Recommendation/Neutral

Name of Reviewing Official:

Title:

Date:

Signature:

After providing your recommendation and signature, please return this form to the applicant.



OREGON LIQUOR & CANNABIS COMMISSION
INDIVIDUAL HISTORY FORM

PRINT FORM

RESET FORM

1. Name (Print):	CHI Last	MAOBIN First	Middle	
2. Other names used (maiden, other): —				
3. Do you have a Social Security Number (SSN) issued by the United States Social Security Administration? Yes ☒ No ☐ If yes, you must list your SSN: [REDACTED]				
SOCIAL SECURITY NUMBER DISCLOSURE: As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below. Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your <u>voluntary consent</u> to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a)).				
4. Do you consent to the OLCC's use of my SSN as described above? Check this box: ☒				
5. Date of Birth (DOB):	[REDACTED] (mm) (dd) (yyyy)			
6. Driver License or State ID #:	[REDACTED]		7. State WA	
8. Contact Phone: 917-858-8669 / 206-247-6312				
9. E-mail Address: info@sumoexpress.com				
10. Mailing Address:	[REDACTED] (Number and Street) (City) (State) (Zip Code)			
11. In the past 10 years, have you been convicted of a felony or a misdemeanor in a U.S. state outside of Oregon? No ☒ Yes ☐ (If yes, explain in the space provided, below) Unsure ☐ Choose this option and provide an explanation if, for example: you were arrested or went to court, but are unsure of whether there was a conviction; you paid a fine or served probation or parole, but are unsure of whether there was a conviction; or if you know you had a conviction, but you are unsure of whether the conviction has been removed from your record, etc.				



OREGON LIQUOR & CANNABIS COMMISSION
INDIVIDUAL HISTORY FORM

12. Do you, or any entity that you are a part of, currently hold or have you previously held a recreational marijuana license in Oregon? (Note: marijuana worker permits are not marijuana licenses.)

No ☒ Yes ☐ Please list licenses (and year(s) licensed) below Unsure ☐ Please include an explanation:

13. Do you, or any entity that you are a part of, hold an alcohol license in a U.S. state outside of Oregon?

No ☐ Yes ☒ Please list licenses (and year(s) licensed) below Unsure ☐ Please include an explanation:

Sumo Express LLC (WA)

Sumo Kent LLC (WA)

Sumo Express 2 LLC (WA)

Sumo Bremerton LLC (WA)

Sumo Express 3 LLC (WA)

Sumo Burlington LLC (WA)

Sumo Express 5 LLC (WA)

Sumo Lynnwood LLC (WA)

Sumo Express 6 LLC (WA)

Sumo Kelso LLC (WA)

14. Do you or any entity that you are a part of, have any other liquor license applications pending with the OLCC?

No ☒ Yes ☐ Please list applications below Unsure ☐ Please include an explanation:

You must sign your own form (electronic signature acceptable). Another individual, such as your attorney or an individual with power of attorney, *may not* sign your form.

Affirmation

Even if I receive assistance in completing this form, I affirm by my signature below, that my answers on this form are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to my criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Name (Print):	CHI Last	MA-OBIN First	Middle
Signature:			Date: 8/5/2025

This box for OLCC use ONLY

Does the individual currently hold, or has the individual previously held, an OLCC- issued liquor license?



OREGON LIQUOR & CANNABIS COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: Sumo Oregon City LLC Phone: _____

Trade Name (dba): Sumo Sushi & Grill AYCE

Business Location Address: 19001 S Beaver Creek Rd

City: Oregon City ZIP Code: 97045

DAYS AND HOURS OF OPERATION

Business Hours:

Outdoor Area Hours:

The outdoor area is used for:

Sunday 11 AM to 9:30 pm
Monday 11 AM to 9:30 pm
Tuesday 11 AM to 9:30 pm
Wednesday 11 AM to 9:30 pm
Thursday 11 AM to 9:30 pm
Friday 11 AM to 9:30 pm

Sunday N/A to _____
Monday _____ to _____
Tuesday _____ to _____
Wednesday _____ to _____
Thursday _____ to _____
Friday _____ to _____

☐ Food service Hours: _____ to _____
☐ Alcohol service Hours: _____ to _____
☐ Enclosed, how _____
The exterior area is adequately viewed and/or supervised by Service Personnel.

Saturday 11 AM to 9:30 pm

Saturday _____ to _____

(Investigator's Initials)

Seasonal Variations: ☐ Yes ☒ No If yes, explain: _____

ENTERTAINMENT

Check ALL that apply:

- | | |
|--|---|
| ☐ Live Music | ☐ Karaoke |
| ☐ Recorded Music | ☐ Coin-operated Games |
| ☐ DJ Music | ☐ Video Lottery Machines |
| ☐ Dancing ☐ Nude Dancing | ☐ Social Gaming |
| ☐ Live Entertainment | ☐ Pool Tables |
| ☐ Minor Entertainers | ☐ Other: _____ |

*Minor Entertainers in an area prohibited to minors need prior approval from the OLCC

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday _____ to _____
Monday _____ to _____
Tuesday _____ to _____
Wednesday _____ to _____
Thursday _____ to _____
Friday _____ to _____
Saturday _____ to _____

SEATING COUNT

Restaurant: 120 Outdoor: — Lounge: —
Banquet: — Other (explain): — Total Seating: 120 seats

OLCC USE ONLY

Investigator Verified Seating: (Y) (N)

Investigator Initials: _____

Date: _____

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: _____

Date: 8/5/2025

www.oregon.gov/olcc

Rev: 2.1.23



CITY OF OREGON CITY

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

Staff Report

To:	City Commission	Agenda Date:	August 20, 2025
From:	Shaun Davis, Police Chief		

SUBJECT:

Item 7.c. - Personal Services Agreement Addendum #1 with C&R Reforestation

STAFF RECOMMENDATION:

Approve first one-year addendum to the Personal Services Agreement with C&R Reforestation for Clean-up of Unauthorized Campsites on Public Property

EXECUTIVE SUMMARY:

The police department is seeking to extend a service provider to provide site clean-up of designated unauthorized campsites to remove personal property, biohazardous material, debris, and other encampment waste to provide a safe and clean site, at the direction of the City.

BACKGROUND:

On July 1, 2024, the Police Department sent out a Scope of Work to three vendors seeking bids to provide site clean-up of designated unauthorized campsites to remove personal property, biohazardous material, debris, and other encampment waste to provide a safe and clean site, at the direction of the City.

The scope of work includes duties such as, surveying sites, collecting debris and personal property, dismantling temporary structures, removing trash and human waste per State approved handling and disposal processes.

The service provider will coordinate with the City on a site-by-site basis and determine the work order for each encampment clean-up.

By the deadline of July 8, only one bid was submitted by C&R Reforestation. Attached to this staff report are the Scope of Work and bid provided by C&R Reforestation.

The Personal Services Agreement with C&R Reforestation was on a time and materials basis for the one-year period through June 30, 2025, with the ability to renew two annual addendums.

The first addendum will be for a one-year period through June 30, 2026, and, if necessary, the second addendum will be for a one-year period through June 30, 2027; both on a time and materials basis.

On June 19, 2025, the Oregon City Police Department was awarded \$40,000 from the Enhancement Grant Program for the “Keep OC Clean Program.” \$35,000 of the \$40,000 award is to be earmarked towards camp cleanup services provided by C&R Reforestation.

OPTIONS:

1. Approve Personal Services Agreement Addendum #1 with C&R Reforestation.
2. Approve Personal Services Agreement Addendum #1 with C&R Reforestation with Amendments.
3. Deny Personal Services Agreement Addendum #1 with C&R Reforestation and provide further direction.

BUDGET IMPACT:

Amount: Up to \$49,000
Fiscal Year(s): 2025-2027
Funding Source(s): General Fund - Existing Police Department Budget

Point of Contact: **David Edwins**

Term of Contract: **June 30, 2026**

CITY OF OREGON CITY PERSONAL SERVICES AGREEMENT – Addendum 1

This PERSONAL SERVICES AGREEMENT (“Agreement”) is entered into between the CITY OF OREGON CITY (“City”) and **C&R Reforestation** (“Consultant”).

RECITALS

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

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

The parties agree as follows:

ADDENDUM 1

1. **Term.** This is the first Addendum to the original Agreement dated July 12, 2024. The term of this Addendum shall be from the date the contract is fully executed until **June 30, 2026**, unless sooner terminated pursuant to the provisions set forth below. However, such expiration shall not extinguish or prejudice City’s right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant’s performance that has not been cured.

2. **Compensation.** City agrees to pay Consultant on a time-and-materials basis for services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **\$49,000.00** with an option to enter into a one-year addendum to this agreement for up to one year.

3. **Scope of Services.** Consultant’s services under this Agreement shall consist of services as detailed in the **Exhibit A in the original proposal executed on July 12, 2024**, attached hereto and by this reference incorporated herein.

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

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

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

To the City:

City of Oregon City
PO Box 3040
625 Center Street
Oregon City, OR 97045
Attention: City Manager

To Consultant:

C&R Reforestation
P.O. Box 649
Aurora, OR 97002

Either party may change the address set forth above for purposes of notices under this Agreement by providing notice to the other party in the manner set forth above.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this _____ day of _____, 20__.

CITY OF OREGON CITY

C&R Reforestation

By: _____
Tony Konkol
Title: City Manager

By: _____
Robin Winston
Title: Owner

DATED: _____, 20

DATED: _____, 20

CITY OF OREGON CITY

By: _____
Shaun Davis
Title: Chief of Police

DATED: _____, 20



City of Oregon City Police Department

SCOPE OF WORK

CLEAN-UP OF UNAUTHORIZED CAMPSITES ON PUBLIC PROPERTY

The City of Oregon City Police Department requests interested parties to submit cost proposals to provide services to support the City clean-up of unauthorized campsites on public property. Services will be performed as needed, on a site-by-site **approval based** process through **June 30, 2025**, and in accordance with City Code 12.16.040 – Camping Prohibited

Overview: As directed by the City, Service Provider shall provide site clean-up of designated unauthorized campsites to remove personal property, biohazardous material, debris and other encampment waste material to provide a safe and clean site.

Definitions:

Personal property: Items that are reasonably recognized as belonging to a person and that have apparent utility. Items with no apparent utility or are in an unsanitary condition shall be deemed debris.

Debris: Debris is any item that has no apparent utility or is in an unsanitary condition, including, but not limited to, camp structures, camping paraphernalia, and personal property that has no apparent utility or is in an unsanitary condition.

Scope of Work:

1. Clean-up duties shall include surveying sites, collecting debris, collecting personal property, dismantling temporary structures, removal of trash, removal of human waste, and State approved handling and removal of all removed material. Disposal shall be at a site permitted to accept such materials.
2. Service Provider shall document, photograph, inventory, and package all personal property.
3. Service Provider shall transport personal property from clean-up site location to City designated location within our community. Service Provider will release personal property to designated City personnel and City will be responsible for storing and releasing personal property according to City policy.
4. Service Provider shall supply all labor, material, tools, protective clothing and gear, and equipment that is required or needed to perform the work to handle, remove, transport, and dispose of the waste materials and leave a clean site.
5. Service Provider shall coordinate with the City on a site-by-site basis to determine the work order for each encampment clean-up. The work order will establish the site start date, estimated timeframe of work, staging area, traffic control if required, and name of the onsite representative.
6. Service Provider is responsible for the supervision and management of its crew and sub consultant and ensure all necessary safety procedures are followed. This individual will serve as the City's contact.
7. Service Provider shall be responsible for ensuring all workers are trained in the use of Personal Protective Equipment (PPE) and the handling of Hazardous Waste.



8. Service Provider shall photograph the encampment site before and after cleaning and provide electronic copy of each photograph to the City.
9. Service Provider shall notify the City when the work is complete and provide a clean-up report for each site including total weight of debris removed.
10. In the event that an adjacent homeless encampment is discovered in the general area during the course of a project, the Service Provider shall notify the City's designated representative to obtain authorization prior to proceeding with any additional work that was not identified in the work scope.
11. Service Provider shall follow best practices work procedures to safely manage any hazardous materials found on the jobsite, including urine, feces, soiled personal hygiene items, syringes, and other materials which could pose a health threat.
12. Service Provider shall trim shrubs and vegetation as required by the City as a deterrent measure for future encampment.
13. Service Provider shall immediately contact the Oregon City Police Department if a weapon is found.
14. Service Provider is to perform work in a timely and efficient manner and conduct themselves in a courteous and business-like manner at all times.
15. Service Provider shall properly handle and dispose of solid waste and hazardous waste in accordance with all applicable laws.
16. Service Provider shall provide a final report to City
17. Service Provider shall only work 7:00 AM to 5:00 PM Monday through Friday. Weekends may be considered if approved in writing (email acceptable) by the city.

Payment: Work shall be performed based on time and materials basis for services required. Service provider shall provide to the City documentation of employees' hours; equipment and material costs; and disposal costs.

Business License: Contractor is required to obtain a City Business License or meet City Business License requirements prior to performing work within the City.

Proposal Submittal: Must be received by the city by July 8, 2024, at 4:00pm via email to Captain David Edwins at dedwins@orccity.org.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

1. Contractor Identification. Contractor shall furnish to City its taxpayer identification number, as designated by the Internal Revenue Service, or Contractor's social security number, as City deems applicable.

2. Payment.

(a) Invoices submitted in connection with this Agreement shall be properly documented and shall identify the pertinent agreement and/or purchase order numbers.

(b) City agrees to pay Contractor within thirty (30) days after receipt of Contractor's itemized statement. Amounts disputed by City may be withheld pending settlement.

(c) City certifies that sufficient funds are available and authorized for expenditure to finance the cost of the services to be provided pursuant to this Agreement.

(d) City shall not pay any amount in excess of the compensation amounts set forth above, nor shall City pay Contractor any fees or costs that City reasonably disputes.

3. Independent Contractor Status.

(a) Contractor is an independent contractor and is free from direction and control over the means and manner of providing labor or services, subject only to the specifications of the desired results.

(b) Contractor represents that it is customarily engaged in an independently established business and is licensed under ORS chapter 671 or 701, if the services provided require such a license. Contractor maintains a business location that is separate from the offices of the City and bears the risk of loss related to the business as demonstrated by the fixed price nature of the contract, requirement to fix defective work, warranties provided and indemnification and insurance provisions of this Agreement. Contractor provides services for two or more persons within a 12 month period or routinely engages in advertising, solicitation or other marketing efforts. Contractor makes a significant investment in the business by purchasing tools or equipment, premises or licenses, certificates or specialized training and

Contractor has the authority to hire or fire persons to provide or assist in providing the services required under this Agreement.

(c) Contractor is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law (including applicable City or Metro business licenses as per Oregon City Municipal Code Chapter 5.04). Contractor shall furnish the tools or equipment necessary for the contracted labor or services. Contractor agrees and certifies that:

(d) Contractor is not eligible for any federal social security or unemployment insurance payments. Contractor is not eligible for any PERS or workers' compensation benefits from compensation or payments made to Contractor under this Agreement.

(e) Contractor agrees and certifies that it is licensed to do business in the state of Oregon and that, if Contractor is a corporation, it is in good standing within the state of Oregon.

4. Early Termination.

(a) This Agreement may be terminated without cause prior to the expiration of the agreed-upon term by mutual written consent of the parties or by the City upon ten (10) days written notice to the Contractor, delivered by certified mail or in person.

(b) Upon receipt of notice of early termination, Contractor shall immediately cease work and submit a final statement of services for all services performed and expenses incurred since the date of the last statement of services.

(c) Any early termination of this Agreement shall be without prejudice to any obligation or liabilities of either party already accrued prior to such termination.

(d) The rights and remedies of City provided in this Agreement and relating to defaults by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

5. No Third-Party Beneficiaries. City and

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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

6. Payment of Laborers; Payment of Taxes.

(a) Contractor shall:

- (i) Make payment promptly, as due, to all persons supplying to Contractor labor and materials for the prosecution of the services to be provided pursuant to this Agreement.
- (ii) Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Agreement.
- (iii) Not permit any lien or claim to be filed or prosecuted against City on account of any labor or materials furnished.
- (iv) Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to Contractor under this Agreement and, unless Contractor is subject to back-up withholding, City will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligation.
- (v) Pay all employees at least time and one-half for all overtime worked in excess of forty (40) hours in any one week, except for individuals excluded under ORS 653.100 to 653.261 or under 29 U.S.C. §§ 201 to 209 from receiving overtime.
- (b) If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Agreement as such claim becomes due, City may pay such claim to the person furnishing the labor or services and shall charge the amount of the payment against funds due or to become due Contractor by reason of this Agreement.
- (c) The payment of a claim in this manner shall not relieve Contractor or Contractor's surety

from obligation with respect to any unpaid claims.

- (d) Contractor and subcontractors, if any, are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires provision of workers' compensation coverage for all workers.

7. SubContractors and Assignment.

Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor.

- 8. Access to Records. City shall have access to all books, documents, papers and records of Contractor that are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcripts.

- 9. Ownership of Work Product; License. All work products of Contractor that result from this Agreement (the "Work Products") are the exclusive property of City. In addition, if any of the Work Products contain intellectual property of Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants City a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part (and to authorize others to do so), all such Work Products and any other information, designs, plans, or works provided or delivered to City or produced by Contractor under this Agreement. The parties expressly agree that all works produced (including, but not limited to, any taped or recorded items) pursuant to this Agreement are works specially commissioned by City, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to City. Contractor shall not publish, republish, display or otherwise use any work or Work Products resulting from this Agreement without the prior written agreement of City.

10. Compliance With Applicable Law.

Contractor shall comply with all federal, state, and local laws and ordinances applicable to the services

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

to be performed pursuant to this Agreement, including, without limitation, the provisions of ORS 279B.220, 279C.515, 279B.235, 279B.230 and 279B.270. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans With Disabilities Act of 1990 (Pub. L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation and other applicable statutes, rules and regulations.

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

12. Modification, Supplements or Amendments. No modification, change, supplement or amendment of the provisions of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

13. Indemnity and Insurance.

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

(b) Workers' Compensation Coverage. Contractor certifies that Contractor has qualified for workers' compensation as required by the state of Oregon. Contractor shall provide the Owner, within ten (10) days after execution of this Agreement, a certificate of insurance evidencing coverage of all subject workers under Oregon's workers' compensation statutes. The insurance certificate and policy shall indicate that the policy

shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City. All agents or Contractors of Contractor shall maintain such insurance.

(c) Comprehensive, General, and Automobile Insurance. Contractor shall maintain comprehensive general and automobile liability insurance for protection of Contractor and City and for their directors, officers, agents, and employees, insuring against liability for damages because of personal injury, bodily injury, death, and broad-form property damage, including loss of use, and occurring as a result of, or in any way related to, Contractor's operation, each in an amount not less than \$1,000,000 combined, single-limit, per-occurrence/annual aggregate. Such insurance shall name City as an additional insured, with the stipulation that this insurance, as to the interest of City, shall not be invalidated by any act or neglect or breach of this Agreement by Contractor.

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

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

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

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

18. Hierarchy. The conditions contained in this document are applicable to every Personal

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Services Agreement entered into by the City of Oregon City in the absence of contrary provisions. To the extent there is a conflict, the terms of the Personal Services Agreement will control over the terms of the standard conditions. To the extent there is a conflict between the terms of the standard conditions and any other document, including the scope of services, the terms of the standard conditions shall control those other terms.

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

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

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

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

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

24. Arbitration.

All disputes arising out of or under this Agreement shall be timely submitted to nonbinding mediation prior to commencement of any other legal proceedings. The subsequent measures apply if disputes cannot be settled in this manner.

(a) Any dispute arising out of or under this Agreement shall be determined by binding arbitration.

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

(i) If the second arbitrator is not appointed as described above, then the first arbitrator shall proceed to determine such matter; and

(ii) If the two arbitrators appointed by the parties are unable to agree, within fifteen (15) days after the second arbitrator is appointed, on the appointment of a third arbitrator, they shall give written notice of such failure to agree to the parties and, if the parties fail to agree on the selection of the third arbitrator within fifteen (15) days after the arbitrators appointed by the parties give notice, then, within ten (10) days thereafter, either of the parties, on written notice to the other party, may request such appointment by the presiding judge of the Clackamas County Circuit Court.

(c) Each party shall each be entitled to present

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

evidence and argument to the arbitrators. The determination of the majority of the arbitrators or the sole arbitrator, as the case may be, shall be conclusive on the parties, and judgment on the same may be entered in any court having jurisdiction over the parties. The arbitrators or the sole arbitrator, as the case may be, shall give written notice to the parties, stating the arbitration determination, and shall furnish to each party a signed copy of such determination. Arbitration proceedings shall be conducted pursuant to ORS 33.210 et seq. and the rules of the American Arbitration Association, except as provided otherwise.

(d) Each party shall pay the fees and expenses of the arbitrator appointed by such party and one-half of the fees and expenses of the third arbitrator, if any.

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

PDX_DOCS:453352.1
03/15/17 1:18 PM

C & R Reforestation

Reforestation & Wildfire Suppression

Farm & Forest License #56929

CCB #138794

July 1, 2024

Oregon City Police Department
Purchasing Department
1234 Linn Ave.
Oregon City, OR 97045

Re: Quote for "Clean-up of Unauthorized Campsites on Public Property"

To Whom it may concern:

C & R Reforestation would like to provide a quote for the services above as outlined in
The Scope of Work for the above request as follows:

Time and Materials Rates:

Manhour rate: \$67.50/hour

Dump Fees Reimbursement: At cost with receipts and documentation

The above quote represents our rates for the above project and is hereby submitted this 1st
day of July 2024, by owner James Robin Winston.

Sincerely,



Robin Winston, Owner



Point of Contact: David Edwins

Term of Contract: June 30, 2025

CITY OF OREGON CITY PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and C&R Reforestation ("Consultant").

RECITALS

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

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

The parties agree as follows:

AGREEMENT

1. **Term.** The term of this Agreement shall be from the date the contract is fully executed until June 30, 2025, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. **Compensation.** City agrees to pay Consultant on a time-and-materials basis for services required. Total compensation, including reimbursement for expenses incurred, shall not exceed \$49,000.00 with an option to enter into a one-year addendum to this agreement for up to two years.

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

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

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

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

To the City:

City of Oregon City
PO Box 3040
625 Center Street
Oregon City, OR 97045
Attention: City Manager

To Consultant:

C&R Reforestation
P.O. Box 649
Aurora, OR 97002

Either party may change the address set forth above for purposes of notices under this Agreement by providing notice to the other party in the manner set forth above.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this 12th day of July, 2024.

CITY OF OREGON CITY

C&R Reforestation

By: [Signature]

Tony Konkol

Title: City Manager

DATED: July 11, 2024

By: [Signature]

Robin Winston

Title: Owner

DATED: July 12, 2024

CITY OF OREGON CITY

By: [Signature]

Shaun Davis

Title: Chief of Police

DATED: 07/11, 2024



CITY OF OREGON CITY

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

Staff Report

To:	City Commission	Agenda Date:	August 20, 2025
From:	Michael Dobaj, IT Director		

SUBJECT:

Item 7.d. - Tyler Technologies Software as a Service Contract

STAFF RECOMMENDATION:

Approve Tyler Technologies SaaS Contract.

EXECUTIVE SUMMARY:

The city uses Tyler Technologies software and services throughout the city, including in Finance, Utility Billing, HR, Code Enforcement, Court, Community Development and Permitting. This agreement is to move the city from using on-premise software to using Tyler Technologies Software as a Service, meaning they will be hosting the software on their servers rather than servers at the city. This agreement includes current functionality as well as support for migration to hosted, application configuration support and features only available in their hosted services. This agreement also includes a more integrated citizen mobile application that will improve our current citizen request process and allow us to improve citizen engagement in the future.

BACKGROUND:

The city has been using Tyler Technologies software and services in the city since 2018. We have recently determined two important points about Tyler Technologies.

1. Starting in 2027, Tyler Technologies will no longer be supporting updates or patches to their on-premise software.
2. Over the last few years, the city has had more users using this software and has been using services that Tyler Technologies has not been charging us for.

As with all software and hardware, there comes a time when we need to review both and determine if updates or replacements are needed. This is the case with Tyler Technologies.

Our current Tyler Technologies software is up-to-date but the hardware, software and database supporting Tyler Technologies are due to be updated. In our review of Tyler Technologies, the two points above were determined and talks with Tyler Technologies on possible resolutions started. In those discussions, we determined that the best solution for the city would be to move to their hosted services, not only because they will no longer be supporting on-premise software in the future, but also because the cities' hardware and support software needs to be updated to continue to support this large application. The city will need to update the IT infrastructure, hardware and software in the future, but removing the Tyler Technologies applications from the on-premises servers and systems will reduce

future expenditures and updates as the city will no longer be supporting this large application internally. Due to the fact that Tyler Technologies will no longer be updating on-premise installations in the near future and our infrastructure is aging and needs replacing, the need to move to their hosted services is critical to continue to support the city's daily operations.

Attached is the breakdown of the biennium costs, including what are one-time costs and what are reoccurring costs per application with line item details.

It is important to note that the cost of Tyler Technology would be as much or more if we tried to stay "on-premis", which would also cause other issues.

OPTIONS:

1. Approve Tyler Technologies SaaS Contract.
2. Approve Tyler Technologies SaaS Contract with Amendments.
3. Deny Tyler Technologies SaaS Contract and provide further direction.

BUDGET IMPACT:

Amount	\$719,896.00
Fiscal Year(s):	2026 and 2027
Funding Source(s):	Multiple operational funds that use this software

Application Bundle	Year 1	Year 2	Total Biennium
ERP Pro	\$ 132,560.00	\$ 132,560.00	\$ 265,120.00
EP&L	\$ 239,763.00	\$ 215,013.00	\$ 454,776.00
Sub Total	\$ 372,323.00	\$ 347,573.00	\$ 719,896.00

ERP Pro - 2 Year Term		Annual
Financial Management Suite		
	<i>Core Financials</i>	\$ 25,431.00
	<i>Fixed Assets</i>	\$ 4,030.00
	<i>Human Resources Management (Includes Position Budgeting)</i>	\$ 12,894.00
	<i>Project Accounting</i>	\$ 5,182.00
	<i>Purchasing</i>	\$ 8,636.00
Customer Relationship Management Suite		
	<i>Utility Billing Water/Gas</i>	\$ 16,012.00
	<i>Cashiering</i>	\$ 5,642.00
	<i>Third-Party Printing Interface</i>	\$ 1,612.00
	<i>Service Orders Mobile</i>	\$ 1,075.00
Municipal Justice 10 Suite		
	<i>Case Manger</i>	\$ 14,591.00
	<i>Case Import Interface</i>	\$ 1,530.00
	<i>Cash Collections</i>	\$ 3,684.00
Time & Attendance		
	<i>Advanced Scheduling Mobile</i>	\$ 855.00
	<i>Advanced Scheduling</i>	\$ 4,615.00
	<i>Time & Attendance</i>	\$ 6,835.00
	<i>Time & Attendance Mobile Access License</i>	\$ 1,092.00
Content Management Suite		
	<i>Content Management Core</i>	\$ 12,844.00
Other Services		
	<i>Advanced Cloud Reporting Servcies</i>	\$ 6,000.00
Reoccurring Annual Total		\$ 132,560.00
Contract Terms		2
Contract Total		\$ 265,120.00

EP&L - 2 Year Term		Annual
Enterprise Permitting & Licensing Core Software		
	<i>Community Development Suite Additional User</i>	\$ 52,728.00
	<i>Community Development Suite - Per User</i>	\$ 40,560.00
	<i>Business Management Suite - Per User</i>	\$ 8,112.00
Enterprise Permitting & Licensing Extensions		
	<i>GIS Site License</i>	\$ 19,000.00
	<i>Enterprise Service Requests</i>	\$ 14,000.00
	<i>Enterprise Permitting & Licensing IVR</i>	\$ 13,499.00
	<i>e-Reviews</i>	\$ 10,000.00
	<i>Enterprise Permitting & Licensing Executive Insights Bundle</i>	\$ 10,000.00
	<i>Civic Access - Business Management</i>	\$ 8,700.00
	<i>Civic Access - Community Development</i>	\$ 8,700.00
	<i>Decision Engine</i>	\$ 8,700.00
	<i>Business Management API Toolkit</i>	\$ 8,700.00
	<i>Community Development API Toolkit</i>	\$ 8,700.00
	<i>Enterprise Permitting & Licensing Mobile</i>	\$ 5,880.00
	<i>Advanced Automation Bundle</i>	\$ 4,499.00
	<i>Report Toolkit</i>	\$ 2,400.00
	<i>Core Foundation Bundle</i>	\$ 2,399.00
Tyler Software		
	<i>My Civic Bundle (Limited Use - requests only)</i>	\$ 3,000.00
		Sub Total \$ 229,577.00
		Discount \$ (65,678.00)
		Total \$ 163,899.00
Reoccurring Services		
	<i>Assist Basic</i>	\$ 41,200.00
	<i>Hosted Report Management (Per User)</i>	\$ 3,000.00
Pace		
	<i>PACE 6 - Remote</i>	\$ 6,914.00
		Total \$ 51,114.00
Professional Services		
	<i>Configuration Training</i>	\$ 900.00
	<i>Professional Implementation Services</i>	\$ 18,450.00
	<i>Project Manager Services</i>	\$ 5,400.00
	<i>SaaS Migration Assistance - Professional Implementation Services - Remote</i>	\$ 9,000.00
	<i>SaaS Migration Assistance - Project Management Services - Remote</i>	\$ 1,800.00
		Sub Total \$ 35,550.00
		Discount \$ (10,800.00)
		Total \$ 24,750.00
		Total SaaS \$ 163,899.00
		Total Services Reoccurring \$ 51,114.00
		Total Services One-Time \$ 24,750.00
		Total Year 1 \$ 239,763.00
		Total Year 2 \$ 215,013.00
		Contract Total \$ 454,776.00



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

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

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Oregon City, Oregon.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.

- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you

perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a

summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay applicable fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

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

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items

outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. This Agreement is binding when signed. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the date we make the SaaS environment available to you, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

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

or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.
4. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

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

Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be

confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

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

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve

the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

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

Exhibit A	Investment Summary Schedule 1: ERP Pro Investment Summary Schedule 2: Enterprise Permitting & Licensing Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement Schedule 1: Support Call Process
Exhibit D	Third Party Terms

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

Tyler Technologies, Inc.

City of Oregon City, Oregon

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

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

Address for Notices:

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



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

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**Exhibit A
Schedule 1
ERP Pro Investment Summary**

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**Sales Quotation For:**

City of Oregon City
625 CENTER STREET
OREGON CITY OR 97045
Matt Zook
503-496-1525
mzook@orccity.org

Shipping Address

City of Oregon City
625 Center St
Oregon City OR 97045

Quoted BY

Chris Ward

Quote Expiration

10/1/25

Quote Name

SaaS Flip - ERP Pro 10/MJ
with Hosted Reporting
Services

Tyler Annual Software – SaaS

Description

Annual

ERP Pro**ERP Pro 10 Financial Management Suite**

Core Financials	\$ 25,431
Fixed Assets	\$ 4,030
Human Resources Management (Includes Position Budgeting)	\$ 12,894
Project Accounting	\$ 5,182
Purchasing	\$ 8,636

ERP Pro 10 Customer Relationship Management Suite

Utility Billing Water/Gas	\$ 16,012
Cashiering	\$ 5,642
Third-Party Printing Interface	\$ 1,612
Service Orders Mobile	\$ 1,075

Municipal Justice**Municipal Justice 10 Suite**

Tyler Annual Software – SaaS		
Description		Annual
Case Manager		\$ 14,591
Case Import Interface		\$ 1,530
Cash Collections		\$ 3,684
Tyler One		
Time & Attendance		
Advanced Scheduling Mobile		\$ 855
Advanced Scheduling		\$ 4,615
Time & Attendance		\$ 6,835
Time & Attendance Mobile Access License		\$ 1,092
Content Manager Suite		
Content Manager Core		\$ 12,844
TOTAL:		\$ 126,560
Term # of Years:	2	

Tyler Annual Services		
Description		Annual
ERP Pro		
Other Services		
Advanced Cloud Reporting Services		\$ 6,000
TOTAL:		\$ 6,000

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 126,560
Total Tyler Services		\$ 6,000
Summary Total	\$ 0	\$ 132,560
Contract Total	\$ 132,560	

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Cashiering	Cashiering supports credit/debit cards, is PCI Compliant, and includes a cash collection interface and a cashiering receipt import.
Core Financials	Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.
Case Manager	Includes Cash Collections
Advanced Scheduling	Advanced Scheduling includes Advanced Scheduling Mobile Access
Utility Billing Water/Gas	Utility CIS System includes collections, tax lien process and import, a standard forms pkg., output director and one Utility handheld meter-reader interface.
Time & Attendance	Time & Attendance includes Time & Attendance Mobile Access

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.

- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees are first payable when Tyler makes the software accessible to the Client, and SaaS fees, Hosting fees, and Subscription fees are first payable on the first day of the month following the date this quotation was signed (or if later, the commencement of the agreement's initial term). Any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Client has six months to use the services. If Client does not use the services within six months, Tyler may remove the unused services or issue a new quote to provide services at then-current rates.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer _____
Approval: _____

Date: _____

Print Name: _____

P.O.#: _____



**Exhibit A
Schedule 2
Enterprise Permitting & Licensing Investment Summary**

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Quoted By:
Quote Expiration:
Quote Name:

Jeff Wamser
10/31/25
EP&L SaaS Migration w Add Ons

Sales Quotation For:

City of Oregon City
City of Oregon City
625 CENTER STREET
OREGON CITY OR 97045
Phone: +1 (503) 657-0891

Tyler SaaS - Silver

Description	Term	Monthly Fee	Users/Units	Annual Fee
Enterprise Permitting & Licensing Core Software				
Community Development Suite Additional User		\$ 169	26	\$ 52,728
Community Development Suite - Per User		\$ 169	20	\$ 40,560
Business Management Suite - Per User		\$ 169	4	\$ 8,112
Enterprise Permitting & Licensing Extensions				
GIS Site License		\$ 1,583	1	\$ 19,000
Enterprise Service Requests		\$ 1,167	1	\$ 14,000
Enterprise Permitting & Licensing IVR		\$ 1,125	1	\$ 13,499
e-Reviews		\$ 833	1	\$ 10,000
Enterprise Permitting & Licensing Executive Insights Bundle		\$ 833	1	\$ 10,000
Civic Access - Business Management		\$ 725	1	\$ 8,700

Civic Access - Community Development	\$ 725	1	\$ 8,700
Decision Engine	\$ 725	1	\$ 8,700
Business Management API Toolkit	\$ 725	1	\$ 8,700
Community Development API Toolkit	\$ 725	1	\$ 8,700
Enterprise Permitting & Licensing Mobile	\$ 49	10	\$ 5,880
Advanced Automation Bundle	\$ 375	1	\$ 4,499
Report Toolkit	\$ 200	1	\$ 2,400
Core Foundation Bundle	\$ 200	1	\$ 2,399
Tyler Software			
My Civic Bundle (Limited Use - requests only)	\$ 250	1	\$ 3,000
Sub-Total:			\$ 229,577
<u>Less Discount</u>			<u>\$ 65,678</u>
TOTAL	2.00		\$ 163,899

Tyler Annual Services

Description	Users/Units	Annual Fee
Recurring Services		
Assist Basic	1	\$ 41,200
Hosted Report Management (per user)	2	\$ 3,000
PACE		
PACE 6 - Remote	1	\$ 6,914
TOTAL:		\$ 51,114

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Professional Services				
Configuration Training	4	\$ 225	\$ 900	\$ 0

Professional Implementation Services	82	\$ 225	\$ 18,450	\$ 0
Project Manager Services	24	\$ 225	\$ 5,400	\$ 0
SaaS Migration Assistance - Professional Implementation Services - Remote	40	\$ 225	\$ 9,000	\$ 0
SaaS Migration Assistance - Project Management Services - Remote	8	\$ 225	\$ 1,800	\$ 0
Sub-Total:			\$ 35,550	
<i><u>Less Discount:</u></i>			<i>\$ 10,800</i>	
TOTAL:			\$ 24,750	\$ 0

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 163,899
Total Services	\$ 24,750	\$ 51,114
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 24,750	\$ 215,013
Contract Total	\$ 454,776	

Customer Approval: _____

Date: _____

Print Name: _____

P.O.#: _____

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
- Expenses associated with onsite services are invoiced as incurred.

Comments

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.

Enterprise Permitting & Licensing powered by EnerGov Advanced Automation Bundle includes Intelligent Objects, Intelligent Automation Agent, Georules and Workflow Designer.

eReviews enables the electronic review and markup process of submitted plans and other documentation within the regulatory process. eReviews also requires third party software either from Avolve's DigEplan (which is sold by Tyler) or Bluebeam (sold separately through Bluebeam resellers) to be purchased.

iG Workforce - iG Inspect and iG Enforce provide a mobile solution for field personnel to capture inspection and code data remotely. Tyler will assist to connect iG Apps to the Enterprise Permitting & Licensing powered by EnerGov suite, and support testing. These applications are available on iOS. The client is responsible for ensuring the app(s) are downloaded and kept up to date on client utilized hardware.

Enterprise Service Requests is an application for citizens to report code complaints. Tyler resources will configure, train client personnel, and support go-live for 311 functionality utilized by Enterprise Permitting & Licensing.

Tyler resources will establish connection and verify data exchange between My Civic and Enterprise Permitting & Licensing powered by EnerGov for code cases.

Decision Engine is a web-based application that utilizes yes/no questions to guide citizens through online applications. Tyler will ensure and troubleshoot the connection and provide application configuration training. The client is responsible to design

Enterprise Permitting Support Services provided by Tyler are limited to installation of the API and guidance to the Client's integration development resources. Tyler does not provide integration development services for Enterprise Permitting & Licensing powered by EnerGov API/SDK toolkits. The Client (or a selected third party integrator) will perform all development work against the API/SDK.

Tyler resources will establish connection and verify data exchange between Data & Insights and Enterprise Permitting & Licensing. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights SaaS Services, or certain Tyler solutions which include Tyler's Data & Insights data platform, are subject to the Terms of Services, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

Core Foundation Bundle includes Enterprise Forms, Hub, SSRS/Crystal, Dynamic Reports, BMP Templates and Standard IOs. Tyler resources will configure and test basic Enterprise Licensing & Permitting functionality including global settings, and preliminary user roles.

PACE 6 Remote - Includes 6 remote PACE days and 3 remote passes to Tyler Connect annually, along with one Investment assessment for every three years of PACE services purchased. The first annual term for PACE Remote commences on the 1st of the month following the date of the client's signature on the applicable sales quotation, amendment, or purchase order. Upon expiration of the first annual term, the term will renew automatically for an additional one (1) year term at the current rate plus the client's contracted annual maintenance increase percentage unless terminated in writing by either party at least thirty (30) days prior to the end of the term. Tyler Connect passes for the current year are available to clients with a cycle start date on or before 03/01. Clients with a cycle start date of 04/01 or later will be eligible for Tyler Connect passes the following year. PACE Days may only be used on modules that have been fully implemented. PACE Days must be used in full-day increments. PACE Days, Investment Assessments, and Tyler Connect passes expire at the conclusion of the term. No credit will be granted for unused days, assessments, or passes.

Payment Terms

Replaces all existing EP&L Maintenance and Recurring Services. upon effective date.

Year 1 EP&L SaaS Fees Effective on the 1st day of the 4th month following execution, are prorated to align with the existing agreement. Year 2 renewed at the rates included in the proposal. Year 3 and beyond renewed annually thereafter at then-current rates.

Year 1 EP&L Recurring Services Effective on 10.1.25, and are renewed annually thereafter at then-current rates.

Proposal Includes:

Annual SaaS Fees

- EPL Community Development Suite (26 NEW, 20 Previously Purchased On-Prem)
 - Up to 46 Named Users (can also be used for Business Management)
- EPL Business Management Suite
 - Up to 4 Named Users (can also be used for Community Development)
- EPL Mobile (2 NEW, 8 Previously Purchased On-Prem)
 - Up to 10 named users w/access to iG Enforce and iG Inspect Mobile Apps
- Civic Access for Community Development
 - Enables online applications, record search, inspection requests, and online invoice pay
 - Permit, Plan, Inspection, and Code Modules (Record lookup and invoice pay only)
- Civic Access for Business Management
 - Enables online applications, renewals, record search, and online invoice pay
 - Business License, Professional License, Tax Remittance Modules
- Decision Engine (NEW)
 - Civic Access Navigation and Application Wizard for improved citizen experience
- Executive Insights Bundle (NEW)
 - Data analytics platform which allows departments to operationalize agency defined Service-Level Agreements (SLAs), visualize and identify bottlenecks across a series of operational performance indicators
- Enterprise Service Requests (NEW)
 - Enables tracking and routing of citizen and internal service requests and creates code cases for applicable case types
- My Civic - Requests Only
 - Mobile application which allows for public to submit service requests to and suspected code violations which route to ESR
- Business Management API Toolkit (NEW)
 - Allows 3rd Party Integrations between EP&L Business License, Professional License, and Tax Remittance Modules.
- Community Development API Toolkit (NEW)
 - Allows 3rd Party Integrations between EP&L Permit, Plan, Code, and Inspection Modules.

Annual Recurring Services

- Hosted Report Management
 - Access to hosted SSRS reporting environment for up to 2 named users
 - Optional daily backup of EP&L PROD environment delivered to Oregon City network via SFTP included

One-Time Service Fees

- Configuration Training - Remote
 - Up to 4 hours of Decision Engine admin training for Oregon City staff prior to Oregon City-led implementation of Decision Engine
- Professional Consulting Services - Remote
 - Up to 8 hours of implementation support, best practice guidance, and troubleshooting assistance for Oregon City-led implementation of Decision Engine
 - Up to 32 hours of implementation hours for Executive Insights
 - Up to 40 hours of remotely delivered services intended to provide implementation and training of the MyCivic 311 application for ESR Request Types. Should the hours be insufficient for a turnkey implementation of all request types, the hours can be used for configuration training and in support of an Oregon City-led implementation.

- Project Management Services - Remote
 - Up to 24 hours of Tyler resource coordination, scheduling and status calls as needed for MyCivic/ESR, Executive Insights, and Oregon City-led implementation of Decision Engine,

Complimentary Services

- SaaS Migration Assistance Professional Implementation Services - Remote
 - Up to 40 hours of implementation consulting services to assist with regression testing of SaaS environments prior to and during Oregon City EP&L SaaS Migration
- SaaS Migration Assistance Project Management Services - Remote
 - Up to 8 hours of services intended to provide internal Tyler resource coordination, status calls, and escalation services during Oregon City EP&L SaaS Migration



Exhibit B

Invoicing and Payment Policy

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

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

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
 - 2.5 *Other Fixed Price Services:* Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

- 2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- 2.7 *Web Services*: Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
- 2.8 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services set forth in the Investment Summary are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
3. Third Party Products and Hardware.
- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.3 *Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.5 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
- 3.6 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.
6. Preexisting Annual Services Fees and Credit. You are responsible for payment of the then-current annual fees for preexisting annual services until the commencement of the initial SaaS Term, as indicated in Section F(1) of this Agreement. You will receive a credit for any prepaid

fees for preexisting annual services replaced by SaaS services for the time period beginning on the commencement date of the initial SaaS Term through the end of the prepaid annual services term. These services may include, without limitation, annual maintenance and support, Tyler Systems Management, and Tyler Disaster Recovery. Those preexisting services are terminated as of the initial SaaS Term commencement date, as comparable services are included under this SaaS Agreement.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

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

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

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

B. Baggage Fees

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

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

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

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

C. Public Transportation

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

D. Parking & Tolls

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

3. Lodging

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

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

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

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

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

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

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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

6. International Travel

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

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

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

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



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable month. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. **Maintenance Notifications**

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

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

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

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

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of



such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

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

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

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

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

*Response and Resolution Targets may differ by product or business need

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Third Party Terms

RESERVED



CITY OF OREGON CITY

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

Staff Report

To: City Commission

Agenda Date: August 20, 2025

From:

SUBJECT:

Item 7.e. - Minutes of the December 04, 2024 City Commission Regular Meeting

STAFF RECOMMENDATION:

EXECUTIVE SUMMARY:

BACKGROUND:

OPTIONS:

1. Approve Minutes of the December 04, 2024 City Commission Regular Meeting.
2. Approve Minutes of the December 04, 2024 City Commission Regular Meeting with Amendments.
3. Deny Minutes of the December 04, 2024 City Commission Regular Meeting and provide further direction.

BUDGET IMPACT:

Amount \$

Fiscal Year(s):

Funding Source(s):



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

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, December 4, 2024 at 7:00 PM

REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

Mayor Denyse McGriff convened the meeting at 7:02 P.M.

PRESENT: 5 - Commissioner Adam Marl, Commissioner Mike Mitchell, Commissioner Rocky Smith, Commissioner Frank O'Donnell, Mayor Denyse McGriff

STAFFERS: 9 - City Manager Tony Konkol, Assistant City Manager Alex Rains, City Recorder Jakob Wiley, Police Chief Shaun Davis, Public Works Director Dayna Webb, Communications Manager Jarrod Lyman, Community Development Director Aquilla Hurd-Ravich, Planning Manager Pete Walter, Economic Development Manager James Graham

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

a. Oath of Office for New Oregon City Police Officer

Shaun Davis, Police Chief, introduced Officer James Kanalz. Mayor McGriff administered the Oath of Office to Officer Kanalz.

b. Shop Local Proclamation

Mayor McGriff read the proclamation declaring December 2024 as the season to shop local and presented it to Matthew Broderick and Juliana Allen.

4. PUBLIC COMMENTS

None

5. PRESENTATIONS

a. Downtown Oregon City Association (DOCA) Update Presentation

Juliana Allen, DOCA Executive Director, gave an update on DOCA's Q3 and Q4 2024 activities, events, successes, businesses and vacancies, and look forward to 2025.

There was discussion regarding successful businesses and events, street tree lights, outlining the buildings with lights, financial statements, and additional outreach.

6. ADOPTION OF THE AGENDA

The agenda was adopted as presented.

7. CONSENT AGENDA

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

YES: Commissioner Smith, Commissioner O'Donnell, Mayor McGriff, Commissioner Marl, and Commissioner Mitchell

NO: None

- a. Resolution No. 24-32, A Resolution Declaring an Emergency and Temporarily Exempting the Construction Activities on South Center Street Right-of-Way and Travel Lanes from the Prohibition Against Unlawful Noises
- b. Amendment No. 1 to the Grant Agreement with the Oregon Department of Transportation for the Holcomb Boulevard Safe Routes to School Project
- c. Public Improvement Contract with K & R Plumbing Construction Co. Inc. for the Connie Court Sanitary Sewer Project (CI 24-008)
- d. Public Improvement Contract with Emery and Sons Construction Group, LLC for the Molalla Avenue Transmission Main WIFIA 3-1 Project (CI 22-014)
- e. Amendment No. 1 to the Personal Services Agreement with Water Systems Consulting, Inc. for the Molalla Avenue Transmission Main WIFIA 3-1 (CI 22-014) Project.
- f. Minutes of the July 09, 2024 City Commission Special Meeting
- g. Minutes of the July 17, 2024 City Commission Regular Meeting

8. PUBLIC HEARINGS

- a. Second Reading of Ordinance No. 24-1014, McLoughlin Blvd Enhancements - Update to the Transportation System Plan (GLUA 24-000023, LEG-24-00002)

Motion by Commissioner Marl, seconded by Commissioner Mitchell, to approve the second reading and final adoption of Ordinance No. 24-1014, McLoughlin Blvd Enhancements - update to the Transportation System Plan (GLUA 24-000023, LEG-24-00002). The motion carried by the following vote:

YES: Commissioner Smith, Commissioner O'Donnell, Mayor McGriff, Commissioner Marl, and Commissioner Mitchell

NO: None

- b. First Reading of Ordinance No. 24-1008, Erosion and Sediment Control Code Amendment - OCMC 17.47 (GLUA-24-00026, ZC-24-0002, LEG-24-00003)

Mayor McGriff opened the public hearing.

Jude Thaddaeus, Assistant Planner, presented the staff report. This was a request for proposed text amendments to the erosion and sediment control code. He explained the process, proposal, and criteria for approval. Adoption of these amendments were necessary to comply with Oregon's Department of Environmental Quality.

Marcos Kubow, Water Quality Coordinator, explained why the code was being amended, what was being amended, and how it impacted City operations. They would be adding statements on construction waste and pollution and addressing pollution beyond sediment. The amendments would only reinforce what was already in practice and would put it in writing. It made enforcement language broader, was required by

the City's National Pollutant Discharge Elimination System (NPDES) Permit, and it legally supported current enforcement practices. There would be no changes to the City's development and construction practices. All necessary parties were aware and understood the changes.

There was discussion regarding what precipitated the amendment, that no current regulation required waste be sorted, and the enforcement process.

There was no public testimony.

Mayor McGriff closed the public hearing.

Motion by Commissioner Mitchell, seconded by Commissioner Smith, to approve the first reading of Ordinance No. 24-1008, Erosion and Sediment Control Code Amendment - OCMC 17.47 (GLUA-24-00026, ZC-24-0002, LEG-24-00003). The motion carried by the following vote:

YES: Commissioner Smith, Commissioner O'Donnell, Mayor McGriff, Commissioner Marl, and Commissioner Mitchell

NO: None

c. First Reading of Ordinance No. 24-1010, The Park Place Concept Plan Code Amendments (LEG-24-01)

Aquilla Hurd-Ravich, Community Development Director, discussed the background and history of the Park Place Concept Plan (PPCP), the prior development application, and the subsequent appeals to the Land Use Board of Appeals (LUBA). The result was a LUBA ruling that the PPCP must provide clear and objective criteria to implement the PPCP without discretionary review. Staff had been working with the Planning Commission to go through the changes, and they were before the City Commission for adoption.

Pete Walter, Planning Manager, reviewed the process to date, gave an overview of the PPCP, Comprehensive Plan, and zoning. He explained what the amendments did and gave a summary of the proposed changes to make the PPCP clear and objective. Staff recommended approval.

There were questions about the public comments received by the Planning Commission, setbacks, and buffering.

There was consensus to remove section 17.08.055(C)(3) and 17.10.080(C)(3).

Commissioner Mitchell asked about the enforceability of 30-year covenants for affordable housing. Carrie Richter, Deputy City Attorney, stated the covenants could not be removed without City consent. Commissioner O'Donnell asked if a neighboring property could enforce the covenant. Ms. Richter said no, because they would not be listed as a beneficiary in the covenant.

Commissioner Mitchell noted detached and attached garages had to be side or rear entry, but the code did not mention car ports had to be side or rear entry. There was consensus to add that to the code.

There was discussion regarding the inclusion of the term "pet hospital" in both allowed uses and also conditional uses. There was consensus to remove the term from the list of conditional uses under 17.24.025. There was consensus to remove 17.24.025(J). The term "pet hospital" was removed from 17.24.020(A)(14), and "veterinary clinic or hospital" would be used in its place.

Mayor McGriff asked about the definition of a deck and height regulations. Mr. Walter clarified that decks below 30 inches in height were not subject to the setback rules.

Commissioner Mitchell asked about the sections related to dog kennels and how the limit should not be tied to "owners and keepers" but to the property. Tony Konkol, City Manager, indicated that staff would come back with revised language for this issue.

Mayor McGriff opened the public hearing.

Harlan Borow, Icon Construction in West Linn, disagreed with the park and trail dedication process as proposed as he believed it represented an unconstitutional taking. He encouraged them to move quickly with updating Park SDCs to include acquisition of parks and trail land with the PPCP to provide proper

renumeration. They also disagreed with the garage orientation standards requiring detached or rear loaded garages. He said that these standards were not a PPCP goal or requirement and added considerable cost, which ran counter to housing affordability. He also questioned if it would work on sloped land and noted it was not the type of product homebuilders wanted to build. He thought the city should allow for variances for topographic constraints. He also asked the city to allow for more two car garages and expedite the Holly Lane connector project.

There was discussion regarding the designs for house and garages on sloped lots. Staff said they did allow for modifications in the Geologic Hazard Overlay District. There was consensus for staff to come back with code language that allowed an applicant to request no requirements for alleys or garages if the development was on a certain slope percentage except if it fronted a collector or arterial.

4

Chair McGriff closed the public hearing.

Motion by Commissioner Smith, seconded by Commissioner O'Donnell, to continue the first reading of Ordinance No. 24-1010, The Park Place Concept Plan Code Amendments (LEG-24-01), to December 18, 2024. The motion carried by the following vote:

YES: Commissioner Smith, Commissioner O'Donnell, Mayor McGriff, Commissioner Marl, and Commissioner Mitchell

NO: None

9. GENERAL BUSINESS

- a. First Reading of Ordinance No. 24-1016, Codifying the Ban on Psilocybin Businesses

Motion by Commissioner Marl, seconded by Commissioner Mitchell, to approve the first reading of Ordinance No. 24-1016, codifying the ban on psilocybin businesses. The motion carried by the following vote:

YES: Commissioner Smith, Commissioner O'Donnell, Mayor McGriff, Commissioner Marl, and Commissioner Mitchell

NO: None

10. COMMUNICATIONS

City Manager –

Mr. Konkol announced next Tuesday there would be a Work Session on the DMO.

Commissioners –

None

Mayor –

None

11. ADJOURNMENT

Mayor McGriff adjourned the meeting at .9:12 P.M.

Respectfully submitted,

Jakob S. Wiley, City Recorder

Date Approved: _____



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** August 20, 2025
From: Ann Griffin, Economic Development Coordinator

SUBJECT:

The Oregon City Microenterprise Grant Program - Public Hearing and Program Results

STAFF RECOMMENDATION:

Host a public hearing and learn the results of the Oregon City Microenterprise Grant Program.

EXECUTIVE SUMMARY:

The City of Oregon City received a grant from Business Oregon to fund the Oregon City Microenterprise Grant program. The program defined a “microenterprise” as a business with five or fewer employees including the business owner(s). The Economic Development Department partnered with a community-development finance institute (or CDFI), as required by state contract, to provide direct technical support to the participating businesses.

Nine Oregon City small businesses received financial and technical support from the Oregon City Microenterprise Grant program. In all, \$87,693 went directly to low or moderate-income small business owners in our community. An additional \$10,000 was distributed to reimburse our CDFI partner and partially support staff efforts.

BACKGROUND:

Oregon City entered into a contract with Business Oregon in October 2023 to implement the Oregon City Microenterprise Grant Program. Business Oregon awarded these funds to assist low and moderate-income business owners in our community, particularly those who suffered economically due to the Covid-19 pandemic. The state agency used federal Community Development Block Group (CDBG) funds to pay for the small business grants. The Public Hearing component of tonight’s Commission meeting is required per Business Oregon and the federal Dept. of Housing and Urban Development.

The Economic Development Department awarded 8 grants in the amount of \$10,000 each and one additional grant of \$7,693. Grant funds were used to support permanent

physical improvements in various business locations, large equipment and working capital expenses. Five of the 9 businesses are woman-owned and one is co-owned and operated by a woman.

In short, the City successfully utilized this federally-funded initiative to directly invest in Oregon City small businesses in 2024 and 2025.

OPTIONS:

1. Host the required Public Hearing as part of the August 20, 2025 City Commission meeting and receive a report on the results of the Oregon City Microenterprise Program.

BUDGET IMPACT:

Amount: \$ 97,693

FY: 2023-2025

Funding Source: Community Development Block Group Funds Granted through Business Oregon



CITY OF OREGON CITY

625 Center Street
Oregon City, OR 97045
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Staff Report

To: City Commission **Agenda Date:** August 20, 2025
From: Dayna Webb, Public Works Director

SUBJECT:

Item 9.a. - Sidewalk Reimbursement Assistance Program Discussion

STAFF RECOMMENDATION:

City Commission provides staff direction on modifications to the program.

EXECUTIVE SUMMARY:

On February 2, 2022, the City Commission adopted Resolution 22-02 adopting a pilot program called the Sidewalk Replacement Assistance Program. On November 16, 2022, the City Commission adopted Resolution 22-36 making the Sidewalk Replacement Assistance Program permanent. On May 1, 2024, the City Commission adopted Resolution 24-12 Amending the Sidewalk Replacement Assistance Program. On June 4, 2025, the City Commission heard public testimony concerning sidewalk maintenance and requested City staff provide an update at the work session on June 10, 2025. City Commissioners provided feedback to staff during the work session. On July 8, 2025 staff returned answering Commission questions as well as providing further details of the program including sidewalk maintenance, permitting, methods, and the reimbursement program. At that meeting, City Commission provided staff direction to return with code amendments related to permit timelines, which is a separate item on the agenda tonight.

BACKGROUND:

On June 4, 2025, the City Commission heard public testimony concerning sidewalk maintenance and requested City staff provide an update at the work session on June 10, 2025. City Commissioners provided feedback to staff during that work session.

July 8, 2025 Work Session

Staff answered Commission questions as well as providing further details of the program including sidewalk maintenance, permitting, methods, and the reimbursement program. Four topics were discussed at the meeting, which included:

1. Timeline to obtain permit and complete the repair work: Commission provided feedback to return with Code Amendments to move forward with aligning the code with current practice. That code amendment is presented as a separate topic at this meeting.
2. Enforcement letters: No edits were presented by Commission
3. Addition of Substandard Sidewalk Thickness Criteria: There was not support for modifying the current sidewalk program to include non-tree sidewalks within the program.

4. Consider allowing grinding of sidewalks through the permit process: There was support for allowing grinding, and staff have updated our documents to allow additional grinding.

August 6, 2025 Meeting

During public comment community members raised concerns again about the impacts to the neighborhood related to the requirement for sidewalk repairs. The following ideas were mentioned for continued discussion:

1. Group Permits
 - a. Group Permits were added to the fee schedule in 2022 as part of the Sidewalk Reimbursement Assistance Program. Group permits are used for three or more properties. The applicant for a group permit can be the contractor or one of the property owners.
2. Current Permits Costs for Sidewalks (grinding or replacement)
 - a. Single Permit: \$207
 - b. Single Permit under the Sidewalk Reimbursement Assistance Program: \$103
 - c. Group Permit: \$413
 - d. Group Permit under the Sidewalk Reimbursement Assistance Program: \$206
3. Waiver of Permit Fees for a certain amount of time
 - a. Fees are established by Resolution. A modification or temporary waiver of permit fees will require adoption of a Resolution.
 - b. Staff will provide an overview of the implications of establishing a temporary waiver of permit fees.
4. Pay City to Replace the Panels as Part of a Larger Project
 - a. If the project cost increases to over \$50,000 the project would be subject to Bureau of Labor Industries (BOLI) prevailing wage rates. In this scenario, the same project would cost more if delivered by the City than if delivered by property owners.
5. Incrementally Assist with Multiple Panels
 - a. If a homeowner has more than a certain number of panels to replace, six for example, only a certain number would need to be replaced each year.
 - b. Staff is looking for more feedback on what this program may look like.
6. Short Term No Interest Loan from City
 - a. The City would provide short term no interest loans to property owners to be paid back within a specified amount of time.
 - b. Staff will provide high-level information on options for creating a program and will request feedback on program parameters.
 - c. An alternative to providing a short term no interest loan may be to expand the time that a property owner has to complete the work.
7. Condition of City-Owned Sidewalks
 - a. Staff will provide an overview of our work to date on condition assessment and replacement of city-owned sidewalks.

OPTIONS:

Provide Staff feedback on next steps.

BUDGET IMPACT:



CITY OF OREGON CITY

625 Center Street
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Staff Report

To: City Commission **Agenda Date:** August 20, 2025
From: Dayna Webb, Public Works Director

SUBJECT:

Item 9.b. - Ordinance No. 25-1010, Adopting Amendments to Oregon City Municipal Code
Title 12: Streets, Sidewalks, and Public Places

STAFF RECOMMENDATION:

First reading of Ordinance No. 25-1010, Adopting Amendments to Oregon City Municipal Code Title 12: Streets, Sidewalks, and Public Places

EXECUTIVE SUMMARY:

The Oregon City Municipal Code Title 12: Streets, Sidewalks, and Public Places code provides responsibility, liability, and requirements for repairs of public sidewalks. After discussion with the City Commission on June 10 and July 8, 2025, it was determined that the Oregon City Municipal Code and staff operations and practices needed to be brought into alignment. These proposed code revisions align with the general practices of the Public Works Department and the direction provided by City Commission at the July 8, 2025 work session.

BACKGROUND:

Public sidewalk maintenance is the responsibility of the adjacent property owner. Maintenance is required whenever the sidewalk is not in "good repair." The term "good repair" is defined as a tripping hazard. A tripping hazard is defined by the Americans with Disabilities Act as a change in vertical elevation of ¼" or greater.

Enforcement of sidewalk maintenance is performed solely on a complaint basis with a notice to Code Enforcement. Code Enforcement forwards the complaint to the Public Works Department, who performs an onsite inspection. Once an inspection is completed, and it determines a tripping hazard exists, OCMC 12.04 is used to obtain compliance with the City Code. The code provides timelines for addressing the sidewalk that is not in compliance.

The Oregon City Streets, Sidewalks, and Public Places Code provides responsibility, liability, and requirements for repairs to public sidewalks. After discussion with the City Commission on June 10 and July 8, 2025, it was determined that the Oregon City Municipal Code and staff operations and practices needed to be brought into alignment. These proposed code revisions align with the general practices of the Public Works Department.

The code revisions are based on obtaining a permit for work that will bring the violation into compliance. The code revisions propose giving a property owner 60 days with a first warning

to get a permit. If no permit is obtained in the first 60 days, a second warning letter is provided giving the property owner an additional 30 days to get a permit. If, after 90 days, no permit has been obtained, no work has been completed, and no contact has been made with city staff, the code violation is forwarded to Code Enforcement, who will start proceedings using municipal court to bring the property into compliance.

A sidewalk permit is valid for 90 days. Theoretically, an applicant who obtains a permit on day 60 during the first warning period has until day 150 to complete the work. Also, an applicant who obtains a permit on day 90, which occurs during the second warning period, has until day 180 to complete the work. If no work is completed and no extension of time is requested during the permit period, the municipal court is used to bring the property into compliance. A property may be brought to municipal court for failure to obtain a permit or failure to complete work associated with a permit.

It should be noted that municipal court is the last option and, historically, has rarely been needed to be used for sidewalk enforcement. This code amendment generally allows a property to go through a notification process and permit process which allows for winter contractor slowdowns, busy summer contractor availability, and other potential delays like holidays or other issues which arise.

The goal of sidewalk enforcement is compliance. In special circumstances, staff administer the code with a compassionate hand rather than a punitive hand and take all situations under consideration while being as consistent as reasonably possible. As long as a property owner is speaking with staff and doing their best to resolve the complaint, historically, staff have been successful in reaching compliance in 99% of the code enforcement cases without municipal court.

This proposed code makes the process clearer and consistent. Staff recommends approval of the code revisions.

OPTIONS:

1. Approve Ordinance No. 25-1010, Adopting Amendments to Oregon City Municipal Code Title 12: Streets, Sidewalks, and Public Places.
2. Approve Ordinance No. 25-1010, Adopting Amendments to Oregon City Municipal Code Title 12: Streets, Sidewalks, and Public Places with Amendments.
3. Deny Ordinance No. 25-1010, Adopting Amendments to Oregon City Municipal Code Title 12: Streets, Sidewalks, and Public Places and provide further direction.

BUDGET IMPACT:

Amount	\$0
Fiscal Year(s):	N/A
Funding Source(s):	N/A

ORDINANCE NO. 25-1010

**AN ORDINANCE ADOPTING AMENDMENTS TO OREGON CITY MUNICIPAL CODE
TITLE 12: STREETS, SIDEWALKS, AND PUBLIC PLACES**

WHEREAS, enforcement of sidewalk violations practices and codes are not in alignment necessitating a change to the City Code; and

WHEREAS, the Oregon City Municipal Code contains enforcement standards and timelines for sidewalk repairs; and

WHEREAS, City Commission discussed the discrepancy in code and practices at a work session on July 8, 2025 and provided staff direction; and

WHEREAS, the amendments will result in clear and consistent practices for enforcing sidewalk repairs.

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

Section 1. The City Commission amends the portions of the existing Oregon City Municipal Code, Title 12: Streets, Sidewalks, and Public Places as identified in the red and underlined text in Exhibit A and fully incorporated in Exhibit B.

Section 2. The City Commission adopts the Staff Report and Recommendation.

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

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

Read for the first time at a regular meeting of the City Commission held on the 20th day of August 2025 and the City Commission enacted the foregoing Ordinance this 3rd day of September 2025.

Denyse C. McGriff, Mayor

Attested to this 3rd day of September 2025:

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

Exhibits:

Exhibit A – Red Line Changes Identified - Amended Sections of the Oregon City Municipal Code

Exhibit B – Clean Version - Ordinance No. 25-1004, Exhibit A

12.04.032 - Required sidewalk repair.

- A. When the public works director determines that repair of a sidewalk is necessary, written notice shall be provided to the owner of property adjacent to the defective sidewalk, subject to the following procedure:-
1. First Notice – Mailed written notice of a tripping hazard or other defect of a public sidewalk shall be directed to the owner of the adjacent property. This notice shall explain that a city issued right-of-way permit is required in advance of completing the work and provides that this permit shall be obtained within the first sixty days and the work completed within one hundred and fifty (150) days.
 2. Second Notice – Where a permit is not obtained within the initial sixty (60) day period, the City shall mail a second written notice. The second notice shall grant the owner an additional thirty (30) days to obtain a permit and extending the completion deadline to one hundred and eighty (180) days after the first notice. This notice shall also explain that failure to proceed with repairs within an extended 30 days resulting in a one hundred and eighty (180) day total period with a valid right-of-way permit may result in a code enforcement violation, pursuant to OCMC 1.16, 1.20 and 1.24, and/or the City may complete the necessary repairs with the cost for the work assessed as a lien against the property located adjacent to the sidewalk.
 - A.3. Third Notice – Where no permit is obtained following the ninety (90) day notice period and the repairs are not completed by the one hundred and eightieth (180) day, the City will provide a courtesy notice to the adjacent owner that due to the owner's inaction to complete the work, the City will be completing the work as provided by OCMC 12.04.033. At the end of the ninety (90) day notice period, OCMC 12.04.040 will be enforced which may result in municipal court proceedings.
- B. The notice shall require the owner of the property adjacent to the defective sidewalk to complete the repair of the sidewalk within ninety days after the service of notice. The notice shall also state that if the repair is not made by the owner, the city may do the work and the cost of the work shall be assessed against the property adjacent to the sidewalk.
1. All sidewalks hereafter constructed in the city on improved streets shall be constructed to city standards and widths required in the Oregon City Transportation System Plan and OCMC 16.12. Sidewalks and curbs are to be constructed according to plans and specifications approved by the city engineer.
 2. Sidewalks constructed on unimproved streets shall be constructed of concrete according to lines and grades approved by the city engineer. On unimproved streets, curbs do not have to be constructed.
- C.B. The public works director shall cause a copy of the notice to be served personally upon the owner of the property adjacent to the defective sidewalk, or the notice may be served by registered or certified mail, return receipt requested. If after diligent search the owner is not discovered, the public works director shall cause a copy of the notice to be posted in a conspicuous place on the property, and such posting shall have the same effect as service of notice by mail or by personal service upon the owner of the property.
- C. The person serving the notice shall file with the city recorder a statement stating the time, place and manner of service or notice.
- D. Repair standards, subject to a city issue right-of-way permit:

1. All sidewalks hereafter constructed in the city on improved streets shall be constructed to city standards and widths required in the Oregon City Transportation System Plan and OCMC 16.12. Sidewalks and curbs are to be constructed according to plans and specifications approved by the city engineer.
- D-2. Sidewalks constructed on unimproved streets shall be constructed of concrete according to lines and grades approved by the city engineer. On unimproved streets, curbs do not have to be constructed.

12.04.033 - City may do work.

If repair of the sidewalk is not completed within ~~ninety days one hundred and eighty (180) days~~ after the service of ~~the first~~ notice, the public works director shall carry out the needed work on the sidewalk. Upon completion of the work, the public works director shall submit an itemized statement of the cost of the work to the finance director. The city may, at its discretion, construct, repair or maintain sidewalks deemed to be in disrepair by the public works director for the health, safety, and general welfare of the residents of the city.

12.04.034 - Assessment of costs.

Upon receipt of the report, the finance director shall assess the cost of the sidewalk work against the property adjacent to the sidewalk. The assessment shall be a lien against the property and may be collected in the same manner as is provided for in the collection of street improvement assessment.

12.04.040 - Sidewalks—Enforcement.

Any person whose duty it is to maintain and repair any sidewalk, as provided by this chapter, and who fails to do so shall be subject to the enforcement procedures of OCMC 1.16, 1.20 and 1.24, which may commence within ninety-one (91) days after the initial notice. Failure to comply with the provisions of this chapter shall be deemed a nuisance. Violation of any provision of this chapter is subject to the code enforcement procedures of OCMC 1.16, 1.20 and 1.24.

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CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** August 20, 2025
From: James Graham, Economic Development Manager

SUBJECT:

Item 9.c. - Adaptive Re-Use Rehab Application

STAFF RECOMMENDATION:

Review the applicant's request and determine whether there is interest in the project and provide direction to staff.

EXECUTIVE SUMMARY:

The program's first application to the Adaptive Re-Use Rehabilitation Building Program 2.0 is from London D. Aesthetics, located at 705 Main Street, Oregon City. The applicant is seeking a \$125,000 forgivable loan to renovate its neighboring building located at 703 Main Street. Under the program guidelines, the City Commission is expected to determine whether it is interested in seeing the project go forward in the process.

BACKGROUND:

During the last City budget cycle for the FY 2025/2027 biennium, the Oregon City Commission gave final approval of the Adaptive Re-Use Building Rehabilitation Program 2.0, agreeing to fund the program through the General Fund in the amount of \$250,000 or \$125,000 per fiscal year starting July 1, 2025, ending June 30, 2026.

The Adaptive Reuse Building Rehabilitation Program 2.0 operates as a "forgivable loan program." In other words, funding for a project begins as a loan and if the borrower follows the terms of a project agreement, the loan is converted to a grant.

The Adaptive Re-Use Building Rehabilitation Program 2.0 is designed to encourage significant rehabilitation of existing older buildings within Oregon City's Urban Renewal Zone. The program will accomplish the following goals:

- Encourage the re-use and/or rehabilitation of existing older buildings (buildings 40 years old or older) within the Urban Renewal District,
- Contribute to local economic vibrancy and pedestrian activity in the area,
- Enhance the safety of older buildings,
- Increase the assessed value of eligible existing buildings, and
- Support projects that come to fruition.

Eligibility:

The City Commission conducts a “project of interest review” whereby the governing body expresses an interest in seeing the project move forward through the City’s permit process because it meets the goals and objectives of the program. This does not constitute approval of any funding assistance or approval of any permits.

- Eligible projects include existing buildings that are at least 40 years old or more at the time of application and are within the legal boundaries of the Urban Renewal District.
- Eligible total project size will range from a minimum of \$300,000 up to a total of \$1,000,000.
- Properties must be properly zoned for the uses being proposed and can demonstrate the ability to comply with the City’s permit entitlement requirements.
- Emphasis and priority are placed on projects that meet at least four of the program’s goals.
- Funding is provided to eligible recipients as a loan up to 50% of eligible rehab costs or a maximum of up to \$125,000.

LONDON D. AESTHETICS -PROGRAM APPLICANT

- Donna London, Business Owner
- 37+ years in healthcare
- 18 years in aesthetic and integrative medicine

PROJECT

- 703 Main Street
- 117-year-old commercial bldg.
- Subject Bldg.: Approx. 2,400 sq. ft
- Vacant
- Zoned: Mixed Use Downtown (“MUD”)
- To remove outdated and dilapidated modifications, uncover lost architectural character, and recapture over 1600 sq. ft. of previously unusable space.

A written project description is provided by Derek Metson, Principal Greenbox Architecture. (Included in this report).

PROJECT FUNDING & COST

Source of Funds	Amount
Adaptive Re-Use Rehab	\$125,000
Business Owner	\$190,971
Total	\$315,971

Use of Funds

Adaptive Re-Use Rehab Funding

*New Fire Suppression System	\$12,288.58
*Electric System Upgrades	\$57,175.53
*System Development Charges	\$9,721.50
*City Permit Fees	\$5,352.25
*Interior Demolition	\$26,760.90
*Engineering/Architectural Fees	\$9,502.58
*Exterior Renovation	\$4,198.66

Subtotal	\$125,000
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Business Owner

*Renovation/Construction Costs	\$190,971
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Total Project Costs	\$315,971
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OPTIONS:

1. Review the application and provide staff with directions.
2. Express no interest in the project

BUDGET IMPACT:

Amount	\$125,000
Fiscal Year(s):	2025/2026
Funding Source(s):	General Fund

ADAPTIVE REUSE BUILDING REHABILITATION PROGRAM 2.0

APPLICATION PROCESS AND REQUIREMENTS

I. DEFINITION

Adaptive Reuse: To make changes (interior and/or exterior) to reinstitute the use of an existing building for a purpose other than which it was originally built or designed.

Building Rehabilitation: To stabilize, restore and to modernize an existing building. Does not involve conducting maintenance work and/or making repairs on the building.

II. PROGRAM GOALS AND OBJECTIVES

Overall, the Adaptive Reuse Building Rehabilitation Program is designed to encourage significant rehabilitation of existing older buildings that result in improving their value. The program will accomplish the following goals:

- encourage the reuse and/or rehabilitation of the existing older buildings within the urban renewal district,
- contribute to the economic vibrancy and pedestrian activism of the area,
- enhance the safety factor of older buildings,
- increase the assessed value of eligible existing buildings, and
- support projects that actually come to fruition.

Through this initiative, Oregon City will accomplish the aforementioned goals by realizing the following objectives:

- reduce the number of underutilized older buildings within the community,
- broaden and increase the tax base, and
- retain jobs and/or create net new jobs.

III. GENERAL PROGRAM DESCRIPTION

The newly revised Adaptive Reuse Building Rehab Program is a forgivable loan program instead of an outright grant program. The program will provide forgivable loans to for-profit businesses and commercial development investors seeking to rehab existing buildings within the legal boundaries of the Urban Renewal District. If the proposed building rehab project has been completed and has been approved for occupancy, the loan will be converted into a grant.

The initial funding instruments will be set up as a collateralized loan. If the project is not completed within the time frame negotiated or the project cannot be completed, or the project has changed contrary to the development agreement, the initial funding instruments and funding will remain in place as a loan. Amortized loan repayments will commence 60 days after it has been determined that the project is not in compliance with the development agreement.

If program funding is promptly returned by the investor either through refinancing with another lender or the funding is simply returned by other means, the loan will be considered paid in full. Reassignment or flipping of a project is permissible as long as the completed project adheres to the terms of the existing covenants of the development agreement; the proposed new owner of the project has demonstrated financial stability; and the City Commission has approved the proposed new project reassignment.

The City Manager or his/her designee, in consultation with the City Commission will determine the project's funding status (remaining as a loan or converting to a grant).

An extension for project completion may be granted by the City Manager or his/her designee provided it has been determined that the causes that made the request necessary were beyond the control of the project developer.

IV. PROJECT ELIGIBILITY

Eligible projects include existing buildings that are at least 40 years old or more at time of application and are within the legal boundaries of the Urban Renewal District. Projects must be properly zoned for the uses being proposed and can demonstrate the ability to comply with the City's permit entitlement requirements.

Emphasis and priority are placed on rehabilitation projects that meet at least four goals of the program. There is a preference for commercial mixed-use real estate projects, but single use projects will also be considered if they meet at least four of the five program goals. Commercial mixed-use projects include real estate that are a combination of retail, housing, office, restaurant and/or entertainment venue.

This program is designed to provide funds for a limited number of small-scale rehabilitation projects (non-façade). Eligible total project size will range from a minimum of \$300,000 up to a total of \$1,000,000. Proposals will be reviewed depending on and subject to availability of program funding.

V. ELIGIBLE EXPENSES

The following expenses are eligible under this program (property owner, investor developer may choose which expense(s) to apply for:

- expenses relating to improvements and expansion,
- seismic upgrade and code improvements,
- hard cost facility upgrades such as new HVAC equipment, new sprinkler system infrastructure,
- installation of new electrical system, and other such hard cost upgrades (not repairs),
- system development charges (SDCs),
- other Oregon City permit fees,
- engineering and architectural fees,
- interior demolition,
- exterior renovation, and
- addition and/or expansion of residential units of an existing eligible building, as long as the expenses are consistent with the rehabilitation and adaptive reuse of the building.

VI. INELIGIBLE EXPENSES AND CONDITIONS

The following are ineligible expenses and conditions under this program:

- Property appraisal costs.
- Projects that house repair/maintenance and wholesale distribution businesses would not be eligible to receive financial support under the program.
- Soft project costs including license fees, accounting/bookkeeping fees, insurance costs, taxes, penalty fees, other governmental jurisdiction permit fees and other such expenses.
- Administrative and/or managerial personnel-related costs, utilities, rents, insurance, penalty fees, finance-related costs and other such working capital-related expenses.
- Projects receiving funding through this program within the last 12 months are not eligible to apply in the following fiscal year.
- Applicants that are delinquent in their local, county, state, and/or federal taxes, city utility fees, and permit fee obligations are not eligible to apply.
- Applicants who are not in good standing with local, state, and/or federal agencies' business registration requirements are not eligible to apply.
- Applicants involved in any legal proceedings that may impact on the ownership, financial performance and/or feasibility of the project are ineligible conditions.

VII. GRANT/LOAN TERMS AND CONDITIONS

Funding is provided to eligible recipients as a loan up to 50% of eligible rehab costs or a maximum of up to \$125,000 max. A program-related loan review committee will examine each funding request with the mission to evaluate and mitigate the degree of risk to the funding organization.

The Adaptive Reuse Building Rehab Loan Review Committee may accept a subordinate position, except in the instance when SDC financing takes a first collateral position. Ultimately, the decision to take a subordinate position will be predicated on whether there is sufficient collateral remaining to protect the funding organization's investment.

Eligible recipients may obtain partial funding up to 50% of the approved loan amount with the remaining 50% to be disbursed upon an approved certificate of occupancy. If the project does not come to fruition as per the project agreement, the dispersed funding will remain a loan, subject to the following terms and conditions:

1. Up to \$125,000 max
2. Loan term up to 4 years
3. Simple interest rate of 20% annually
4. Loan collateralized at 80% Loan-to-Value Ratio
5. Loan may be subordinated to other funding sources, except SDC Financing
6. No penalty for early repayment

VIII. APPLICATION CHECKLIST

1. Complete PROGRAM ELIGIBILITY APPLICATION with the following accompanying documentation
 - a. Submit electronic copy(ies) of the application and supporting documents, except financial related documentation.
 - b. Detailed written description of the scope of the project.
 - c. Documentation of property ownership (including but not limited to a deed of trust) or copy of lease. Lessees must have written authorization from the property owner
 - d. Documentation on the legal form of the business that owns the project (LLC, Sub-chapter S, Sub-chapter C, LLP, partnership agreement, etc.)
 - e. Copy of current Oregon City Business License
 - f. Photos of existing site and its current use
2. Complete FINANCIAL SUPPORT REQUEST Application
 - a. Financial Review of Project Itself
 - i. Project budget showing ALL sources of funding/amounts and ALL uses of funding/amounts for the project (should include construction expenses, fees, permits, design costs, etc.)
 - ii. Financial pro-forma of the project documenting the net operating income, return on investment and if relevant, cap rate
 - b. Financial Review of Business or Corporate Entity as the Project Developer
 - i. Past two years profit and loss statement of project developer (if applicable)
 - ii. Current profit and loss statement of project developer
 - iii. Projected profit and loss statement by month for 24 months
 - iv. Balance sheets for past and current year of operation
 - v. Other such financial information that may be necessary
 - c. Financial Review of Individual as Project Developer
 - i. Personal Financial Statement
 - ii. Two years Federal Income Tax Filing (current and previous year)
 - iii. Financial pro forma of the project
 - iv. Other such other financial information that may be necessary

IX. APPLICATION PERIOD

1. Applications are reviewed on a first-come, first-served basis. Incomplete and/or inaccurate applications shall lose their place in the queue to complete applications.
2. Once an application is received, expect a minimum of a 30-to-40-day review period.

X. APPLICATION PROCESS: "PROJECT OF INTEREST"

1. PROJECT ELIGIBILITY REVIEW and GRANT/LOAN APPLICATION REVIEW meeting with the Economic Development Manager

2. The City Commission conducts a “project of interest review” whereby the governing body expresses an interest in seeing the project move forward through the City’s permit process because it meets the goals and objectives of the program. This does not constitute an approval of any funding assistance or approval of any permits.

XI. PERMIT PROCESS

1. Planning Review/Approval Meeting
 - a. Contact the Planning Division at ocplanning@orcify.org or (503) 722-3789 for details.
 - b. Smaller projects may be eligible for planning approval through the Planning Division's expedited Type I Site Plan and Design Review process. Project types that can be reviewed as a Type I permit are listed in Oregon City Municipal Code [17.62.035.A](#).
 - c. If Type II Plan Review (Community Development Director renders the City’s decision)
 - i. Pre-application meeting with City Planning Division. Information needed for the meeting, go to link: <https://www.orcity.org/775/Pre-Application-Conference>
 - ii. Go to link: <https://www.orcity.org/DocumentCenter/View/3596/Type-II-Process-PDF?bidId=>
 - iii. Submittal of a Land Use Application:
<https://www.orcity.org/DocumentCenter/View/2571/Land-Use-Application-Form-Fillable-PDF>
 - d. If Type III Plan Review (The Planning Commission or Historic Review Board shall render City’s decision)
 - i. Pre-application meeting with City Planning Division. Information needed for the meeting, go to link: <https://www.orcity.org/775/Pre-Application-Conference> .
 - ii. Go to link: <https://www.orcity.org/DocumentCenter/View/3597/Type-III-Process-PDF?bidId=>
 - iii. Submittal of a Land Use Application:
<https://www.orcity.org/DocumentCenter/View/2571/Land-Use-Application-Form-Fillable-PDF>
 - e. If Type IV Plan Review, include only quasi-judicial plan amendments and zone changes (The Planning Commission and City Commission shall render a decision)
 - i. Pre-application meeting with City Planning Division. Information needed for the meeting, go to link: <https://www.orcity.org/775/Pre-Application-Conference> .
 - ii. Go to Link: <https://www.orcity.org/DocumentCenter/View/3598/Type-IV-Process-PDF?bidId=>
 - iii. Submittal of a Land Use Application:
<https://www.orcity.org/DocumentCenter/View/2571/Land-Use-Application-Form-Fillable-PDF>
2. Building Division Permit
 - a. Why is a building permit required: <https://www.orcity.org/1401/Apply-for-a-Building-Permit>
 - b. Building permit instructions: <https://www.orcity.org/DocumentCenter/View/7025/Submittal-Guidelines-and-Requirements-PDF-1>

- c. Building permit application: <https://www.orcity.org/DocumentCenter/View/7111/Building-Permit-Application-New-May-1-2023-PDF-1>
- 3. Public Works Development Services/Engineering Review
 - a. Development & Engineering Requirements: <https://www.orcity.org/742/Documents-Drawings-Forms-Permits>
 - b. SDC Charges: <https://www.orcity.org/868/System-Development-Charges-SDCs>

XII. CITY COMMISSION MEETING

- a. Staff negotiates project development agreement
- b. The City Commission reviews and approves the project's development agreement
- c. Project moves forward to the Loan Review Committee for credit analysis

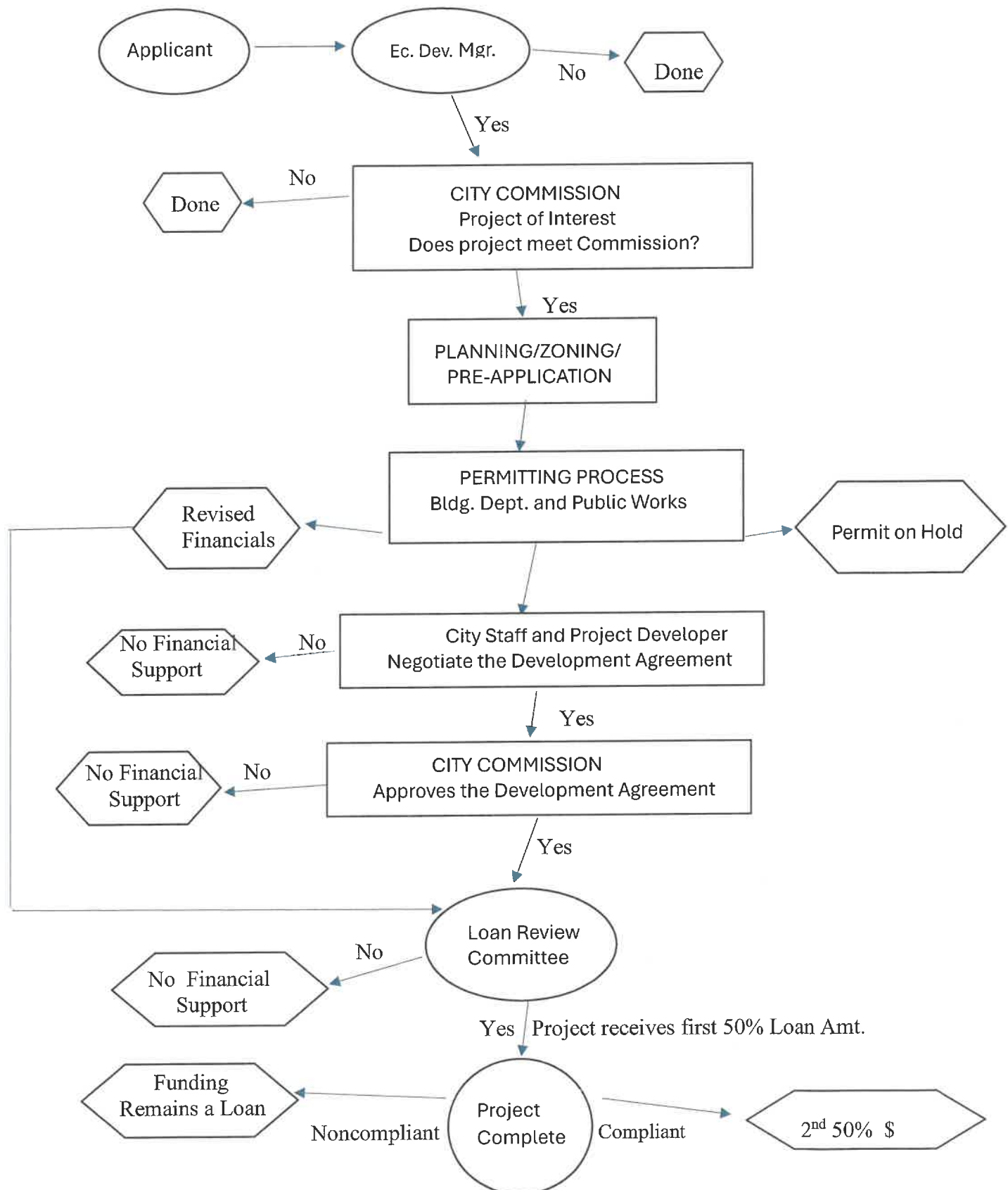
XIII. FINANCIAL SUPPORT (FORGIVABLE LOAN)

- 1. Committee's loan review criteria:
 - a. Applicants should have a minimum credit score of 700 (Equifax, TransUnion, Experian)
 - b. Maximum debt to income ratio of 40% for individuals or businesses
 - c. Minimum debt service coverage of 1.25:1 for businesses
 - d. Minimum global debt coverage ratios 1.25:1
 - e. Value of collateral/Will take a 2nd position (if necessary)
 - f. Co-signor not required but will enhance credit request
 - g. No prior bankruptcies for individuals or business
- 2. Loan Committee reviews the financial support request application
 The mission of this committee is to evaluate and mitigate the degree of risk associated with each funding request to the funding organization
 - a. Financial Support Application
 - b. Conducts financial review of project and applicant
 - c. Approves loan underwriting requirements
 - d. Approves the loan/grant

XIV. FUNDS DISBURSEMENT

- 1. Applicant receives 50% of loan/grant funds after financial review committee approval.
- 2. Terms of the loan will commence if it has been determined that the project is not going forward or if the project has changed relative to the conditions in the executed development agreement, (noncompliant).
- 3. If the project is noncompliant, the portion disbursed will remain a loan and payments will commence 60 days after noncompliance declaration.
- 4. If the project is realized is in compliance with the development agreement and a certificate of occupancy is issued, the investor receives 100% of grant funding. Loan is forgiven.

Adaptive Re-use Building Rehabilitation Program 2.0



Project Description – Adaptive Reuse Building Rehabilitation Program 2.0

703 Main Street, Oregon City, Oregon

Submitted by Derek Metson, Principal, Greenbox Architecture

I would like to thank the City's leadership as it continues its revitalization of the Historic downtown—one that honors the city's architectural past while advancing its economic and cultural future. The proposed rehabilitation of 703 Main Street exemplifies the purpose and promise of the Adaptive Reuse Building Rehabilitation Program 2.0. This project is not only feasible and shovel-ready, but it uniquely fulfills the City's goals to revitalize a critical structure in the Urban Renewal District, expand the tax base, increase pedestrian activity, and welcome innovative, community-focused tenants back to Oregon.

A Purposeful Rehabilitation with Lasting Impact

Originally constructed in 1907 as the OK Barber Shop, 703 Main Street is a 117-year-old commercial building located within an Opportunity Zone, the Natural Resource Overlay District, and the SDC Discount Area. While not historically designated, the building is an authentic piece of Oregon City's early 20th-century commercial streetscape. This project is poised to remove outdated and dilapidated modifications, uncover lost architectural character, and recapture over 1,600 square feet of previously unusable space. Once completed, the building will expand its leasable square footage by 60%—from 2,412 SF to 4,064 SF—without any adverse change to building massing or neighborhood scale.

Importantly, the adaptive reuse strategy is not simply cosmetic. It includes the full rehabilitation of a failing roof structure, removal of a deteriorating rear shade addition, raising the first-floor ceiling from 10' to 14' to improve interior flexibility and natural light, and the restoration of the building envelope through storefront window and door replacement. A previously sealed basement staircase will be reopened to create a viable lower-level office suite layout—taking advantage of full 9'-4" ceilings—and introducing six new office units. The addition of accessible restrooms and modern mechanical systems will enhance building life-safety and allow full compliance with current code.

Economic Vibrancy Rooted in Resilience

The building's new ground-floor tenant, *Wilderness Maven Apothecary*, is a modern analog to one of Oregon City's most fondly remembered businesses: *Christmas at the Zoo*. Like its predecessor, this tenant is a locally owned, woman-led, mission-driven retail storefront with a robust national online presence. Wilderness Maven began in

Portland in 2014 and recently closed its Michigan store to relocate back to Oregon. This expansion into a physical Oregon City location marks not only a return to roots but a strategic decision based on long-term sustainability and growth.

The Apothecary's holistic health and herbal medicine offerings dovetail naturally with Oregon City's identity—where reverence for land, craft, and community intersect. This retail presence, though boutique in square footage, is forecasted to generate meaningful pedestrian activity without straining parking or traffic infrastructure.

Preliminary ITE trip generation rates confirm that the new office and retail programming will generate less daily vehicle traffic than the prior restaurant use, thus improving compatibility with the district while avoiding costly SDC burdens.

A Capable Owner, a Proven Operator

The building is now owned by Donna London, a Family Nurse Practitioner with more than 30 years in healthcare and 14 years in aesthetic medicine. Ms. London is the operator of *LondonD Aesthetics*, which has a strong and growing clientele. As both an owner-occupant and anchor tenant, Ms. London is fully invested in the success and stewardship of the building. This is not speculative development—it is community-driven ownership grounded in lived professional experience, fiscal prudence, and real long-term commitment. Her investment ensures continuity, hands-on oversight, and pride of place—all critical traits that reduce risk and increase the likelihood of project completion.

Why This Project Merits Priority Funding

The proposed rehabilitation of 703 Main Street aligns squarely with all five goals of the Adaptive Reuse Building Rehabilitation Program:

1. **Rehabilitation of an older structure** – A 1907 building with significant deferred maintenance will be fully modernized and revitalized.
2. **Economic vibrancy and pedestrian activity** – Two locally operated, customer-facing businesses will activate street-level frontage and bring visitors to Main Street.
3. **Safety enhancements** – The project includes structural roof work, new access to the basement, and ADA upgrades to restrooms and entrances.
4. **Increase in assessed value** – A 60% increase in leasable area and infrastructure upgrades will meaningfully raise the taxable value of the property.
5. **High likelihood of fruition** – The project is led by a committed owner-occupant and supported by a qualified design and permitting team. The program's financial tools fit squarely into the project's development pro forma, and construction will begin upon funding approval.

This rehabilitation is not an attempt to overbuild, overreach, or overpromise. It is a carefully calibrated reinvestment in a highly visible and structurally sound downtown building that has long been underutilized. It will bring two strong female-led health care focused businesses to Main Street, elevate the built environment, and honor the soul of Oregon City by uncovering the beauty and history that had been buried by decades of substandard modifications.

Conclusion

The City of Oregon City has a rare opportunity to transform a quietly important building into a beacon of neighborhood revitalization. The 703 Main Street rehabilitation offers everything the Adaptive Reuse Program was created to support: a historic-scale building on a high traffic corner, a community-centric retail tenant, an experienced and invested owner-operator, and a design team prepared to execute. The project is right sized for this size grant program. This is not merely a good candidate, it is a best-case example of how public reinvestment can catalyze private commitment and civic pride.

Respectfully submitted,

Derek Metson, AIA, NCARB

Principal, Greenbox Architecture

May 2025



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** August 20, 2025
From: Scott Archer, Parks and Recreation Director

SUBJECT:

Item 9.d. - Resolution No. 25-19, Modifying System Development Charges for Parks and Recreation Facilities

STAFF RECOMMENDATION:

Staff recommends approval of Resolution No. 25-19

EXECUTIVE SUMMARY:

The Parks and Recreation Department contracted with Galardi Rothstein Group on July 6, 2023 to assist in revising our Parks System Development Charges (SDC) Methodology. The draft SDC methodology tables were reviewed by City Commission in two work sessions - October 8, 2024 and February 11, 2025. Following the February 11, 2025 work session, City Commission directed staff to begin the adoption process for the revised Parks SDC Methodology. A public hearing was held June 18, 2025. In accordance with Oregon Revised Statute, the public hearing was noticed 90 days in advance. A copy of the Parks System Development Charges methodology report was made available to the public 60-days in advance of the public hearing. The report was also shared and discussed with the Parks and Recreation Advisory Committee (PRAC) during their regularly scheduled meetings on February 27, 2025 and May 22, 2025. PRAC supported the revised Parks SDC Methodology presented at that time.

During the June 18th, 2025 public hearing to consider adoption of the Parks SDC methodology report, City Commission continued this item to July 16, 2025 and directed staff to prepare additional information and options for Commission consideration including:

- Utilize a tiered approach for multi-family housing options, by either bedroom or square footage.
- Explore the impact of the new Recreation and Aquatic Center on the overall SDC costs. Develop options for consideration by the City Commission.

A City Commission work session was held July 16, 2025 prior to the regular City Commission meeting. At the work session, staff presented the additional information and options as directed by Commission. In the regular City Commission meeting on July 16, 2025 the Commission continued the adoption of the Parks SDC methodology to today's meeting on August 2025 and directed staff to update the revised methodology to include a tiered approach for multi-family housing based on number of bedrooms per unit as presented by staff, and to retain and leave unchanged the original cost of \$9.1 million for the Recreation and Aquatic Center in the methodology. The updated draft Parks SDC Methodology reflects the Commission's direction

from the July 16 ,2025 regular meeting. The updated SDC rates schedule for Residential and Non-residential follows below. All other components of the methodology remain as presented at the June 18, 2025 public hearing. The requirements for a public hearing have been met, and the adoption action may be implemented via Commission resolution.

UPDATED SDC Schedule

		Impact/ Unit	SDC-in-Lieu of Dedication (Land Acq.) \$/Dwelling Unit	Parks SDC (Development) \$/Dwelling Unit	Combined SDC \$/Dwelling Unit
Residential	Factor ²	Persons/ Dwelling			
<i>Single/Middle Housing Average¹</i>		2.68			
<800 SQ FT	70%	1.88	\$3,311	\$5,415	\$8,726
800-1,799 SQ FT	90%	2.41	\$4,257	\$6,962	\$11,219
1,800-2,999 SQ FT	100%	2.68	\$4,730	\$7,736	\$12,466
3,000-3,799 SQ FT	110%	2.95	\$5,203	\$8,510	\$13,713
>3,800 SQ FT	120%	3.22	\$5,676	\$9,283	\$14,959
<i>Manufactured Home in Park</i>		1.78	\$3,142	\$5,138	\$8,280
<i>Multifamily >5 units (Avg.)¹</i>		1.78			
0-1 Bedroom	57%	1.01	\$1,791	\$2,929	\$4,719
2 Bedrooms	96%	1.71	\$3,016	\$4,933	\$7,949
3+ Bedrooms	133%	2.37	\$4,178	\$6,834	\$11,012
Nonresidential		Emp/ KSF ³	\$/ 1,000 SQ FT	\$/ 1,000 SQ FT	\$/ 1,000 SQ FT
Manufacturing					
Ag., Fish & Forest Services;		1.69	\$289	\$909	\$1,199
Construction, Mining					
Food & Kindred Products		1.59	\$271	\$852	\$1,123
Textile & Apparel		1.08	\$184	\$577	\$760
Lumber & Wood		1.56	\$267	\$838	\$1,105
Furniture; Clay, Stone & Glass;		1.32	\$225	\$706	\$931
Misc.					
Paper & Allied		0.63	\$107	\$335	\$442
Printing, Publishing & Allied		2.22	\$380	\$1,192	\$1,572
Chemicals, Petroleum, Rubber,		1.39	\$237	\$745	\$982
Leather					
Primary & Fabricated Metals		2.38	\$407	\$1,277	\$1,684
Machinery Equipment		3.33	\$569	\$1,788	\$2,357
Electrical Machinery, Equipment		2.50	\$427	\$1,341	\$1,768
Transportation Equipment		1.43	\$244	\$766	\$1,010
Transportation and Warehousing		0.30	\$52	\$163	\$215
Communications and Public		2.17	\$371	\$1,166	\$1,537
Utilities					
Wholesale Trade		0.72	\$123	\$386	\$509
Retail Trade		2.13	\$363	\$1,141	\$1,505
Finance, Insurance & Real Estate		2.70	\$462	\$1,450	\$1,911

Non-Health Services	1.30	\$222	\$697	\$919
Health Services	2.86	\$488	\$1,533	\$2,021
Educational, Social, Membership Services	1.35	\$231	\$725	\$956
Government	1.89	\$322	\$1,012	\$1,334

BACKGROUND:

The methodology for Parks System Development Charges was last revised in 2000. City Commission set a 2023-2025 Commission Goal to update the Parks System Development Charges methodology in conjunction with the adoption of the recently revised Parks and Recreation Master Plan. Adoption of this resolution will provide Parks and Recreation with financial resources to achieve future development goals as outlined in the report.

OPTIONS:

1. Approve Resolution No. 25-19 Modifying System Development Charges for Parks and Recreation Facilities.
2. Approve Resolution No. 25-19 Modifying System Development Charges for Parks and Recreation Facilities with Amendments.
3. Deny Resolution No. 25-19 Modifying System Development Charges for Parks and Recreation Facilities and provide further direction.

BUDGET IMPACT:

Amount \$0

Fiscal Year(s):

Funding Source(s):

RESOLUTION NO. 25-19

A RESOLUTION MODIFYING SYSTEM DEVELOPMENT CHARGES FOR PARKS AND RECREATION FACILITIES

WHEREAS, future growth should contribute its fair share to the cost of improvements and additions to Parks and Recreation facilities that are required to accommodate the needs of such growth; and

WHEREAS, system development charges provide a source of revenue to fund the construction or improvement of Oregon City's facilities necessitated by growth; and

WHEREAS, ORS 223.297-223.314 adopted in 1989, authorizes local governments to impose system development charges; and

WHEREAS, Oregon City Code Chapter 13.20 provides for the imposition and modification of system development charges; and

WHEREAS, system development charges are fees for services because they are based upon a development's receipt of services considering the specific nature of the development; and

WHEREAS, system development charges are imposed on the activity of development, not on the land, owner, or property, and, therefore, are not taxes on property or on a property owner as a direct consequence of ownership of property within the meaning of Section 11b.

NOW, THEREFORE, OREGON CITY RESOLVES the Parks and Recreation System Development Charges are modified as outlined below:

Section 1. This resolution shall take effect on January 1st, 2026 following its adoption by the City Commission.

Section 2. The City hereby adopts the report entitled "Parks System Development Charges" (dated July 29, 2025), and incorporates herein by this reference the assumptions, conclusions and findings in the report which refer to the determination of anticipated costs of capital improvements required to accommodate growth and the rates for the Parks and Recreation SDC for these capital improvements. This report is hereinafter referred to as "SDC Methodology Report."

Notwithstanding any other provision, the dollar amounts of the SDC set forth in the SDC Methodology Report shall on January 1st of each year be adjusted to account for changes in the costs of acquiring and constructing parks facilities. The adjustment factor shall be based on the change in average market value of undeveloped land in the City, according to the records of the County Tax Assessor, and the change in construction costs according to the Engineering News Record (ENR) Northwest (Seattle, Washington) Construction Cost Index; and shall be determined as follows:

$$\begin{array}{rcl}
 & \text{Change in Average Market Value} \times 0.50 & \\
 + & \text{Change in Construction Cost Index} \times 0.50 & \\
 = & \text{Parks System Development Charge Adjustment Factor} &
 \end{array}$$

The Parks System Development Charge Adjustment Factor shall be used to adjust the Parks System Development Charge, unless it is otherwise adjusted by the City Commission based on adoption of an updated methodology.

An applicant may request an alternative SDC rate calculation if the Applicant believes that the impact on parks and recreation facilities resulting from the New Development is, or will be, less than that contemplated in the SDC Methodology Report and, for that reason, the Applicant's SDC should be lower than that calculated by the City.

If an Applicant believes that the assumptions for the class of structures that includes the New Development are not appropriate for the subject New Development, the Applicant must request an alternative SDC rate calculation, under this Section, no later than the time of application for a Building Permit for the New Development. Alternative SDC rate calculations for occupancy must be based on analysis of occupancy of classes of structures, not on the intended occupancy of a particular New Development. In support of the Alternative SDC Rate request, the Applicant must provide complete and detailed documentation, including verifiable data, analyzed and certified by a suitable and competent professional. The Applicant's supporting documentation must rely upon generally accepted sampling methods, sources of information, cost analysis, demographics, growth projections, and techniques of analysis as a means of supporting the proposed alternative SDC rate. The proposed Alternative SDC Rate calculation shall include an explanation with particularity why the rate established in the SDC Methodology does not accurately reflect the New Development's impact on the City's capital improvements. The City shall apply the Alternative SDC rate if, in the City's opinion, the applicant has met its affirmative burden to demonstrate the following by clear and convincing evidence:

- i. The evidence and assumptions underlying the Alternative SDC rate are reasonable, correct and credible and were gathered and analyzed in compliance with generally accepted principles and methodologies consistent with this Section, and
- ii. The calculation of the proposed Alternative SDC rate was by a generally accepted methodology, and
- iii. The proposed alternative SDC rate better or more realistically reflects the actual impact of the New Development than the rate set forth in the SDC Methodology Report.

If, in the City's opinion, all of the above criteria are not met, the City shall provide to the Applicant (by Certified mail, return receipt requested) a written decision explaining the basis for rejecting the proposed alternative Parks and Recreation SDC Rate.

The City may at any time amend its Parks and Recreation SDC-CIP list as set forth in the SDC Methodology Report to add or remove projects or change the timing, sequence, or cost estimates for projects.

Approved and adopted at a regular meeting of the City Commission held on the 20th day of August 2025.

DENYSE C. MCGRUFF
Mayor

Attested to this 20th day of August 2025:

Approved as to legal sufficiency:

Jakob S. Wiley, City Recorder

City Attorney



Methodology Report

Parks System Development Charges

July 29, 2025 (with modifications to multifamily charges following April 16, 2025, Draft Report)





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Section 1 - Introduction

1.1 Authorization

The City of Oregon City (City) contracted with Galardi Rothstein Group (GRG) to update its System Development Charge (SDC) methodology and to develop an updated SDC fee schedule and project list. This report presents the results of the SDC update. The methodology was developed in conformance with Oregon Revised Statutes (ORS) 223.297-223.316, standard industry practices, the City's policy objectives and 2023 Parks Master Plan.

1.2 Report Organization

- **Section 1 – Introduction** – This section presents information on the City's SDC project objectives, and the policy and legal framework for the methodology.
- **Section 2 – SDC Cost Basis** – Presents the first element of the SDC methodology: the current and future levels of service used to determine growth capacity needs, and the growth-related costs in aggregate based on the updated SDC project list.
- **Section 3 – SDC Assessment** – Presents the second element of the SDC methodology: information on system-wide unit costs per equivalent population and assumptions of number of persons per development unit.
- **Appendix A – Residential Equivalency** – Determines the equivalency factor for employees relative to residents.

In addition to the methodology, the City will adopt by resolution the following items:

- **Appendix B – SDC Project List** – Provides the list of projects needed to increase park and recreation facility capacity for future growth, that are to be funded with SDC revenue. The list includes the project description, and the estimated cost, timing, and portion of cost eligible for SDC funding.
- **Appendix C – SDC Schedule** – Provides the SDCs by development type and fee structure, based on the methodology and project list presented in this report. Consistent with Oregon law, the fees presented in Appendix C may be adjusted periodically for changes in costs or changes in the project list.

Note: The calculations contained in this report were produced by computer spreadsheets where numbers extend beyond the decimal places shown in the tables presented, so slight variations exist due to rounding. However, these variations are not material.

1.3 Background

System development charges are an important funding source for parks and recreation facility improvements. The City last updated its SDC methodology in 2000. In 2023, following completion of the updated Parks Master Plan, the City initiated an update to the SDC methodology. The primary objectives of the update include:

1. Update the project list and fee schedule to reflect the 2023 Parks Master Plan.
2. Develop scaled residential SDC structures that align with the City's other SDCs for single-family development.
3. Re-structure the SDCs to identify land and development costs separately for integration with the City's land dedication policies.

Oregon legislation (ORS 223.297-ORS 223.316) establishes guidelines for the calculation and administration of SDCs. Within these guidelines, local governments have latitude in selecting approaches that best align with local policy objectives. The updated methodology presented in this report reflects feedback from the City Commission (Commission) obtained through meetings focused on key methodological issues. Specifically, the City held two work sessions with the Commission in October 2024 and February 2025 and presented updates to the Parks and Recreation Advisory Committee.

1.3 Policy Framework

Table 1 summarizes the key policy recommendations that are reflected in the proposed SDC methodology.

Table 1-1 Policy Framework

Policy Issue	Recommendations
Residential SDC Structure	• Implement a 5-tiered SDC structure based on dwelling size (square feet) for single unit & middle housing • Implement a 3-tiered SDC structure based on bedrooms for multifamily >5 units
Nonresidential SDCs	• Exclude neighborhood parks from nonresidential SDCs • Update employment density assumptions by land use to reflect more current regional information
SDC Cost Basis	• Develop separate cost bases for land acquisition and development costs to support development of an SDC-in-Lieu of land dedication fee • Evaluate level of service for regional parks and indoor recreation center based on a 30-year planning period • Exclude 50 percent of aquatic & recreation center costs for portion of use that is estimated by out of city users



1.4 Legal Framework

Oregon Revised Statutes (ORS) 223.297 through 223.316 authorize local governments to assess SDCs for the following types of capital improvements:

- Drainage and flood control (i.e., storm water)
- Water supply, treatment, and distribution
- Wastewater collection, transmission, treatment, and disposal
- Transportation
- Parks and recreation

In addition to specifying the infrastructure systems for which SDCs may be assessed, the SDC legislation provides guidelines on the calculation and modification of SDCs, accounting requirements to track SDC revenues, and adoption of administrative review procedures. Key elements of provisions that pertain to the methodology and project list are summarized below.

1.4.1 SDC Structure

An SDC may include a reimbursement fee, an improvement fee, or a combination of the two.

1.4.1.1 Reimbursement Fee

The reimbursement fee is based on the value of available capacity associated with capital improvements already constructed or under construction. The methodology used to calculate the reimbursement fee must consider the cost of existing facilities, prior contributions by existing users, the value of unused capacity, grants, and other relevant factors. The objective of the reimbursement fee methodology is to require new users to contribute an equitable share of the capital costs of existing facilities.

1.4.1.2 Improvement Fee

The improvement fee is designed to recover the costs of planned capital improvements that add system capacity to serve future users. An increase in system capacity may be established if a capital improvement increases the level of performance or service provided by existing facilities or provides new facilities. The portion of the improvements funded by improvement fees must be related to the need for increased capacity to provide service for future users.

1.4.2 Project List

Local governments are required to prepare a capital improvement program or comparable plan, prior to establishment of an SDC, that includes a list of the improvements that the jurisdiction intends to fund with improvement fee revenues and the estimated timing, cost, and eligible portion of each improvement. The project list may be updated at any time. If an SDC is to be increased by a proposed modification to the list, then required action includes: (1) written notice provided to interested parties at least 30 days prior to adoption of the proposed modification and (2) hold a public hearing on the proposed modification if a request is received in writing up to seven days before the date of the planned adoption.

1.4.3 Credits

A credit must be provided against the improvement fee for the construction of “qualified public improvements.” Qualified public improvements are improvements required as a condition of development approval, identified in the adopted SDC project list, and either (1) not located on or contiguous to the property being developed or (2) located in whole or in part, on or contiguous to, property that is the subject of development approval and required to be built larger or with greater capacity than is necessary for the particular development project to which the improvement fee is related. The City’s parks SDC has been divided into two separate components: 1) In-Lieu-of-Land Dedication SDC, and 2) Park SDC, so that the determination of credits may be evaluated separately for developer constructed improvements and land dedication.

1.4.4 Methodology Review and Notification Requirements

The methodology for establishing or modifying improvement or reimbursement fees must be available for public review prior to adoption. The local government must maintain a list of persons who have made a written request for notification prior to the adoption or amendment of such fees that are resultant of a methodology amendment. The requirements for any changes to the fees that represent a modification to the methodology are: (1) 90-day written notice prior to first public hearing, and (2) SDC methodology made available for review 60 days prior to the public hearing.

Application of one or more cost indices periodically is allowable and is not considered a change in the methodology and is therefore not subject to the above review and notification procedures, provided that the index is published by a recognized agency, independent from the methodology, and incorporated into the methodology or adopted separately by ordinance or resolution. Furthermore, “a change in the costs of materials, labor, or real property as applied to projects or project capacity”¹ in the adopted project list are not considered modifications to the SDC methodology. As such, the local government is not required to adhere to the methodology notification provisions.

1.4.5 Other Provisions

Other provisions of the legislation include:

- Deposit of SDC revenues into dedicated accounts and annual accounting of revenues and expenditures, including a list of the amount spent on each project funded, in whole or in part, by SDC revenues.
- Expenditure of SDCs may include costs of complying with the provisions of the law, including costs of developing SDC methodologies and providing an annual accounting of SDC expenditures.
- Creation of an administrative appeals procedure, in accordance with the legislation, whereby a citizen or other interested party may challenge an expenditure of SDC revenues. Furthermore, in the event a written objection to the calculation of an SDC is received, the

¹ 2017 Oregon Revised Statutes 223.304 (8)(b)(A)



local government must provide information on the right to petition for review pursuant to ORS 34.010, and about any locally adopted administrative review procedures.

Section 2 - SDC Cost Basis

2.1 Introduction

The methodology used to calculate parks SDCs begins with the determination of growth costs (the costs in aggregate associated with meeting the capacity needs of future growth). This section presents the projected future growth needs and the basis for determining the costs that will be recovered from growth through the SDCs ("growth share").

2.2 Planned Level of Service

The City – through adoption of the SDC project list and Parks Master Plan -- is planning for the development of the parks system consistent with the community's desired LOS. The planned LOS for a particular park or facility type is defined by the equation below:

$$\frac{\text{Existing } Q + \text{Planned } Q}{\text{Future Population Served}} = \text{Planned LOS}$$

Where:

- Q = quantity (acres of parks or square feet of indoor facility space), and
- Future Population Served = projected "equivalent population"

2.2.1 Population and Equivalent Population

Park capacity is measured by the number of people served – both resident population and nonresident employees. Table 2-1 provides population and employment data derived from United States census and the Parks Master Plan under two time periods: 1) 20-year, and 2) 30-year.

Table 2-1 Population and Employment Data

Item	2022	2042	2052	20-Year Growth	30-Year Growth
Employment ¹	15,711	19,501	22,098	3,790	6,387
Population ²	37,967	47,127	53,401	9,160	15,434

¹U.S. Census 2021 On the Map Inflow Outflow analysis

² 2023 Parks Master Plan

The concept of *equivalent population* is used to recognize different utilization levels of parks by the general population (to estimate residential development needs) and employees (to estimate nonresidential development needs). Employees are assumed to have an equivalency factor significantly less than residents (0.23 as shown in Table 2-2), owing to the limited number of



hours available outside of work for park use. Appendix A provides data and assumptions used to calculate the equivalency factor per unit of employment.

Table 2-2 Equivalent Population

	Growth	Equivalency Factors	Residential Equivalents	% Total
20-Year				
Population	9,160	1.00	9,160	91.3%
Employment ¹	3,790	0.23	876	8.7%
Total			10,035	100.0%
30-Year				
Population	15,434	1.00	15,434	91.3%
Employment ¹	6,387	0.23	1,476	8.7%
Total			16,910	100%

¹ Based on hours available for park use and % workers from outside the city as shown in Appendix A.

2.2.2 Current and Future LOS

The following park and facility classifications are included in the SDC analysis:

- Neighborhood Parks
- Community Parks
- Regional/Specialty Parks
- Pocket Parks
- Indoor Recreation Space

Table 2-3 summarizes existing park quantities for each classification for purposes of determining the existing LOS. The LOS for parks is based on acreage, while indoor recreation is based on square feet (SQ FT). The SDC Project List (Appendix B) includes development of both existing undeveloped land and new planned acquisitions. The difference between total future units and total existing units in Table 2-3, are the new units to be acquired. The detailed acquisition and development quantities are shown on the City's SDC project list included in Appendix B.

Table 2-3 Summary of Existing and Planned Parks and Facilities¹

Type	Unit Type	Total Existing Units	Developed Units		Total Future Units
			Existing Units	Planned Units ¹	
Parks					
Neighborhood	Acres	50.4	43.5	30.9	74.4
Community	Acres	99.6	92.7	14.9	107.6
Regional	Acres	25.4	8.5	16.9	25.4
Pocket	Acres	19.7	19.7	0.0	19.7
Indoor Aquatic Space	SQ FT	18,572	18,572	29,175	47,747
Indoor Recreation Space	SQ FT	18,000	18,000	33,725	51,725

¹ Based on SDC Project List (Appendix B); includes existing undeveloped neighborhood and community park acreage



Table 2-4 shows the existing and future developed and total LOS by park type based on the park quantities shown in Table 2-3 and the equivalent population shown in Table 2-2. The SDC Project List identifies planned projects designed to generally maintain (in the case of community and pocket parks) and enhance (in the case of neighborhood and regional parks and indoor recreation centers) the future developed LOS for all park users.

Table 2-4 Existing and Planned Levels of Service (Units per 1,000)

Type	Unit Type	Total Units		Developed Units	
		Equivalent Population		Equivalent Population	
		(Units/1,000)		(Units/1,000)	
		Existing	Future	Existing	Future
Neighborhood	Acres	1.21	1.44	1.05	1.44
Community	Acres	2.39	2.08	2.23	2.08
Regional/Specialty ¹	Acres	0.61	0.43	0.20	0.43
Pocket	Acres	0.47	0.38	0.47	0.38
Indoor Aquatic Space ¹	SQ FT	446	816	446	816
Indoor Recreation Facilities ¹	SQ FT	433	884	433	884

¹ Based on 30-year equivalent population

2.2.3 Implications for SDC Cost Basis

The LOS analysis provides a basis for determining the capacity needs of growth by park type to determine an equitable share of project list costs for purposes of development the SDC unit costs. Table 2-5 (next page) shows the development and acquisition park, and facility units needed for growth based on the planned LOS by park type (Table 2-4) and the growth in equivalent population (Table 2-2).

Table 2-5 also shows the quantity of existing City-owned land that will help meet future LOS standards, and the quantity of new land that must be developed to fully realize future LOS standards. For purposes of the capacity analysis, existing development needs are assumed to be met first from the existing inventory of parks and facilities; any additional need resulting from a planned increase in the LOS is met through a portion of the project list improvements.

Project list costs are allocated to growth and existing development in proportion to the quantity of new units needed. As shown in Table 2-5, 100 percent of project list acquisition and development costs for new community parks are needed for growth. Park and facility development projects for other categories help the City achieve a LOS standard that is higher than the existing LOS (as shown in Table 2-4); therefore, a portion of project costs are allocated to existing development also.



Table 2-5 Capacity Needs

Type	Unit Type	Total Units Needed ¹	Units from Existing Inventory ²	Units from Project List ³	Project List Allocation (%) ⁴
Development					
Future Growth					
Neighborhood	Acres	14.5	--	14.5	47%
Community	Acres	20.9	6.0	14.9	100%
Pocket	Acres	3.8	3.8	--	--
Regional	Acres	7.3	--	7.3	43%
Indoor Aquatic	SQ FT	13,800	--	13,800	47%
Indoor Recreation	SQ FT	14,950	--	14,950	44%
Existing Development					
Neighborhood	Acres	59.9	43.5	16.4	53%
Community	Acres	86.7	86.7	--	0%
Pocket	Acres	15.8	15.8	--	0%
Regional	Acres	18.1	8.5	9.6	57%
Indoor Aquatic	SQ FT	33,947	18,572	15,375	53%
Indoor Recreation	SQ FT	36,775	18,000	18,885	56%
Acquisition					
Future Growth					
Neighborhood	Acres	14.5	--	14.5	60%
Community	Acres	20.9	12.9	8.0	100%
Regional	Acres	7.3	7.3	--	--
Existing Development					
Neighborhood	Acres	59.9	50.4	9.5	40%
Community	Acres	86.7	86.7	0.0	0%
Regional	Acres	18.1	18.1	--	--

¹ Future LOS (Table 2-4) x Equivalent Population/1,000 (Table 2-2).

² Existing inventory (from Table 2-3) assumed to first meets needs of existing development; any excess capacity available to meet growth needs.

³ Total need, less units from existing inventory.

⁴Equal to number of units needed from project list divided by total project list additional units (Table 2-3).

2.3 Improvement Fee Cost Basis

Table 2-6 (next page) summarizes the improvement SDC cost basis by park and facility type. The portion of project-specific acquisition and development costs included in the cost basis reflects the growth allocation percentages shown in Table 2-5 and the list of projects shown in Appendix B. As discussed in Section 1, the current policy recommendations include a 50 percent funding level for Indoor Aquatic and Recreation Center development costs through the SDCs. Therefore, the SDC project list reflects a 50 percent reduction to the growth share for these costs.



Table 2-6 SDC Cost Basis by Park Type

Type	Cost Basis (30-year)	Cost Basis (20-year)		Total Cost Basis
		Acquisition	Development	
Improvement Fee¹				
Neighborhood	--	\$9,395,422	\$5,500,197	\$14,895,619
Community	--	\$5,702,949	\$6,825,061	\$12,528,009
Regional /Specialty	\$6,312,703	--	--	\$6,312,703
Pocket	--	--	\$320,422	\$320,422
Indoor Aquatic/Rec Space	\$9,141,425	--	\$9,141,425	\$9,141,425
Improvement Fee	\$15,454,128	\$15,098,371	\$12,645,679	\$43,198,178
Reimbursement Fee²				
Pocket Parks	--	--	\$3,115,544	\$3,115,544
Community Parks	--	\$1,715,237	\$2,896,788	\$4,612,026
Regional/Specialty	\$99,718	--	--	\$99,718
Subtotal Reimbursement	\$99,718	\$1,715,237	\$6,012,333	\$7,827,288
Combined Imp & Reimb.	\$15,553,846	\$16,813,608	\$18,658,012	\$51,025,466
Est. Compliance Cost	--	--	--	\$553,492
Total SDC Cost Basis	\$15,553,846	\$16,813,608	\$18,658,012	\$51,578,958

¹Costs from Project List in Appendix B

²Costs from City of Oregon City fixed asset report. Community parks based on land acquisition and improvements for a portion of Tyrone S. Woods and Wesley Lynn parks.

Pocket parks include past improvements at Canemah Neighborhood Children's Park and Jon Storm park. Regional/specialty park land value based on average commercial cost per acre.

2.4 Reimbursement Fee Cost Basis

As shown in Table 2-5, growth's capacity needs will be met in part by existing parks and facilities, including: 1) prior acquisition of parkland that will be developed by the City during the SDC planning period, and 2) prior development of parks and facilities that will meet capacity need for growth through existing available capacity. The reimbursement fee cost basis is summarized in Table 2-6.

2.5 Compliance Costs

Local governments may spend SDCs on the costs of complying with the SDC statutes. Compliance costs include costs related to developing the SDC methodology and project list, as well as annual accounting, budgeting, and legal costs. Table 2-7 shows the calculation of the estimated compliance costs based on a SDC planning period.

**Table 2-7 SDC Compliance Costs**

Component	Total Costs ¹	Growth		\$/Equivalent Person
		%	\$	
Master Plan	\$550,000	35%	\$193,492	\$19.28
Accounting, Budgeting, Legal	\$200,000	100%	\$200,000	\$19.93
SDC Methodology Update	\$160,000	100%	\$160,000	\$15.94
Total	\$910,000		\$553,492	\$55.15

¹20-Year planning period



Section 3 - SDC Assessment

3.1 Introduction

Once the aggregate growth costs have been determined, the next step in the methodology is to determine how the SDCs will be assessed to individual developments. The SDC for each development is based on the unit cost per person and the number of people attributable to the development. This section presents the unit costs, and the estimated people per unit for different development types.

3.2 Unit Costs (\$/Person)

The unit costs are shown below in Table 3-1. City-wide growth costs (from Table 2-6) for all park and facility types except neighborhood parks, are allocated between residential and nonresidential development based on each group's share of future equivalent population (from Table 2-2). The growth in population and employees (from Table 2-1) are then divided into the residential and nonresidential share of growth costs, respectively to determine the costs per unit, which are shown in Table 3-1, inclusive of compliance costs per unit from Table 2-7.

Table 3-1 SDC Unit Cost Calculation

	Growth Costs		Growth	\$/Unit		Total
	Acquis.	Develop.	Units	Acquis.	Develop.	w/Compliance
20-Year Costs						
Improvement Fee						
Growth Costs						
Residential	\$14,600,664	\$12,022,079	9,160	\$1,594	\$1,313	--
Nonresidential	\$497,707	\$623,600	3,790	\$131	\$165	--
Total	\$15,098,371	\$12,645,679				
Reimbursement Fee						
Growth Costs						
Residential	\$1,565,545	\$5,487,625	9,160	\$171	\$599	--
Nonresidential	\$149,692	\$524,707	3,790	\$39	\$138	--
Total	\$1,715,237	\$6,012,333				
30-Year Costs						
Improvement Fee						
Growth Costs						
Residential	--	\$14,105,418	15,434	\$0	\$914	--
Nonresidential	--	\$1,348,710	6,387	\$0	\$211	--
Total	\$0	\$15,454,128				
Reimbursement Fee						
Growth Costs						
Residential	--	\$91,016	15,434	\$0	\$6	--
Nonresidential	--	\$8,703	6,387	\$0	\$1	--
Total	\$0	\$99,718				
Total Costs	\$16,813,608	\$34,211,858	--	--	--	\$51,578,958
Residential	--	--	--	\$1,765	\$2,831	\$4,652
Nonresidential	--	--		\$171	\$515	\$707



3.3 Residential Development Occupancy Assumptions

Park SDCs are assessed to residential developments based on the number of dwelling units and the estimated occupancy per dwelling. The City's current SDC is assessed uniformly to each *type* of dwelling unit (i.e., single family, multifamily), regardless of size. Updated occupancy estimates and SDC structures for each type of dwelling are discussed below.

3.3.1 Single-Family Residential and Middle Housing

As discussed previously, a key policy recommendation in the SDC update process was the development of a scaled or tiered SDC structure for single-family residential and middle housing development. The specific tier breakpoints and occupancy factors shown in Table 3-2 below reflect the SDC methodology adopted by the Water Environment Services. For purposes of the parks SDCs, the occupancy factors are applied to the average people per dwelling unit for structures with one (1) to four (4) units, based on American Community Survey data for Oregon City.

Table 3-2 Single-Family/Middle Housing Dwelling Unit Occupancy

Category	Avg. People per Dwelling Unit	Occupancy Factor ²
Single/Middle Housing Average ¹	2.68	
5-Tier Structure		
<800 SQ FT	1.88	70%
800-1,799 SQ FT	2.41	90%
1,800-2,999 SQ FT	2.68	100%
3,000-3,799 SQ FT	2.95	110%
>3,800 SQ FT	3.22	120%

¹ Source: 2022 American Community Survey 5-Year average

² Scaling factors reflect Water Environment Services SDCs. Includes manufactured homes not in a park.

3.3.2 Multifamily Residential

U.S. Census data were also used to estimate occupancy for all multifamily residential dwelling units (defined as structures with five or more units) which, as shown in Table 3-3, averages 1.78 persons per dwelling unit. Data on persons per household by structure size (as measured by number of units in structure) and bedroom counts were then used to develop scaling factors for the three bedroom categories shown in Table 3-3. Data used for the analysis are from the American Community Survey (ACS) Public Use Microdata Sample (PUMS) for Clackamas County (Northwest) that includes Oregon City, Gladstone and Oak Grove. Because the PUMS data is a sample of households that include Gladstone and Oak Grove, the persons per household for each bedroom category relative to that of the average for the same sample is used to determine the occupancy factor by tier. The average persons per household shown for each tier in Table 3-3 is the result of applying the occupancy factor to the 1.78 average persons per household for Oregon City multifamily housing specifically.

**Table 3-3 Multifamily Dwelling Unit Occupancy**

Category	Occupancy Factor ²	Avg. People per Dwelling Unit
Multifamily Dwelling (Avg.) ¹		1.78
0-1 Bedroom	57%	1.01
2 Bedrooms	96%	1.71
3 or More Bedrooms	133%	2.37

¹ 2022 American Community Survey (ACS) 5-Year average. Includes manufactured homes in parks.

² Based on data from 2020 ACS Public Use Microdata Sample (PUMS) for Clackamas County (Northwest).

3.4 Nonresidential Development

Employees working in the City use the parks and recreation system. For this reason, the parks SDC is assessed on all nonresidential development types (industrial, commercial, office use, institutional, etc.) based on estimated number of employees as estimated from regional employee density (number of employees per SQ FT of building space) estimates by land use category. Employee density assumptions are shown in Table C-1 (Appendix C) based on regional planning studies.

3.5 SDC Schedule

The SDC for each development type is determined by multiplying the total cost per person from Table 3-1 by the average number of people per unit for each development type. Table C-1 in Appendix C includes the updated SDCs and occupancy assumptions for each category.

3.4.1 Inflationary Adjustments

As allowed by Oregon law, the City may periodically update the SDCs by resolution based on application of one or more cost indices. The City may make future changes to the inflationary adjustment process, assumptions and cost indices through adoption of a separate Board resolution.



Appendix A - Residential Equivalency

Introduction

Nonresidential development creates demand for parks through employees (living inside or outside the City) that use parks in conjunction with commuting, lunch or other breaks during the workday, company picnics, or other activities, and through overnight visitors that come to the area to recreate or otherwise participate in park-related activities in conjunction with their visit.

While the notion of a nexus between nonresidential development and park system capacity needs is accepted broadly, specific assumptions of how much park usage may be attributable to nonresidential development relative to residential development vary across jurisdictions and often reflect local policy considerations. The impact on parks from employees relative to residents is referred to as the “residential equivalency.”

Hours of Opportunity Model

The City’s SDC methodology determines the residential equivalency for employees based on an “hours of opportunity” model. This approach establishes estimated park usage based on the number of hours different types of users have available during the day to visit parks. It assumes that employees have opportunities to use parks during the weekdays for a limited time (generally before or after work, and during breaks). In comparison, residents are assumed to have potential use of parks during non-work or school hours (for employed adults or school age children), or throughout the day (in the case of residents who are unemployed or otherwise not in the work force). Nonresident employees are generally assumed to have the lowest potential park use opportunity due to the need to travel from outside the service area.

Table A-1 provides detailed assumptions related to the hours of park use available to resident and nonresident groups. The assumptions shown in the table are like those used by many other agencies in Oregon. The calculated residential equivalency factors from an hours of opportunity approach vary based on the demographics of the specific service area, and whether the nonresidential development impact is assumed to include park usage from both workers living inside the service City and outside, or just outside the area (as in the case of the City’s SDC methodology).


Table A-1 Weighted Average Park Availability Hours by Class

Season/Period	Residents				
	Not-Employed Adult	Kids (5-17)	Employed Inside	Employed Outside	Non-Resident Employee
Summer (Jun-Sep)					
Weekday					
Before Work			1		1
Breaks			1		1
After Work			2		2
Other Leisure	12	12	2	2	0
Subtotal	12	12	6	2	4
Weekend					
Leisure	12	12	12	12	0
Subtotal	12	12	12	12	0
Hours/Day	12.00	12.00	7.71	4.86	2.86
Spring/Fall (Apr/May, Oct/Nov)					
Weekday					
Before Work			0.5		0.5
Breaks			1		1
After Work			1		1
Other Leisure	10	4	2	2	0
Subtotal	10	4	4.5	2	2.5
Weekend					
Leisure	10	10	10	10	0
Subtotal	10	10	10	10	0
Hours/Day	10.00	5.71	6.07	4.29	1.79
Winter (Dec-Mar)					
Weekday					
Before Work			0.5		0.5
Breaks			1		1
After Work			0.5		0.5
Other Leisure	8	2	1	1	0
Subtotal	8	2	3	1	2
Weekend					
Leisure	8	8	8	8	0
Subtotal	8	8	8	8	0
Hours/Day	8.00	3.71	4.43	3.00	1.43
Annual Average					
Weighted Hours	10.00	7.14	6.07	4.05	2.02

Application of Model to Oregon City Demographic Data

Table A-2 provides the demographic data used to determine the seasonally weighted average number of hours available for park use per person per day for residents (7.51) and nonresident employees (2.02).



Table A-2 Estimation of Potential Park Use

Category	Persons¹	Avg. Hours Per person/day	Person Hours/Day
Residents			
Kids (5-17)	6,048	7.14	43,185
Non-Employed Adults	11,099	10.00	110,979
Employed Adults			
Work in City	2,240	6.07	13,597
Work out of City	15,440	6.07	93,730
Subtotal	34,827	7.51	261,491
Nonresidents			
Employed Adults	13,471	2.02	27,257

¹U.S. Census 5Y 2022 DP03, DP05, and On the Map Inflow Outflow analysis

Table A-3 shows the calculation of the residential equivalency per employee based on the assumptions in Table A-1 and A-2, and). The residential equivalency of 0.231 is the product of the nonresident employee usage factor ($2.02/7.51 = 0.27$) and the portion of employees that work in the area but live outside (86 percent).

Table A-3 Residential Equivalency per Employee

Category	Value	Factor
Average Hours/person/day		
Resident weighted average	7.51	
Nonresident employee	2.02	0.27
Employees working in Oregon City ¹		
Living inside area	2,240	
Living outside area	13,471	0.86
Total	15,711	
Residential Equivalency per Employee (0.27 X 0.86) =		0.231

¹U.S. Census 2021 On the Map Inflow Outflow analysis

Appendix B - Project List

Table B-1 Draft Parks & Recreation SDC Project List (000's)

			Land Acquisition Cost	Development Cost	Total Cost	New Capacity Units	Growth Development \$	Growth Acquisition \$	Total Growth Share	Total Growth \$
Project	SDC Classification	Timing								
Existing Park Development										
Clairmont Way	Neighborhood	3-5 years		\$1,594	\$1,594	-	\$747	\$0	47%	\$747
Tyrone S Woods - Phase 2	Community	1-2 years		\$2,750	\$2,750	2.60	\$2,750	\$0	100%	\$2,750
Wesley Lynn - Phase 2	Community	3-5 years		\$1,418	\$1,418	4.27	\$1,418	\$0	100%	\$1,418
Park Place Park - Phase 2	Neighborhood	1-2 years		\$1,700	\$1,700	2.05	\$797	\$0	47%	\$797
Subtotal Existing Parks				\$7,462	\$7,462	8.92	\$5,712	\$0	77%	\$5,712
New Land Acq. & Development										
Park Place Concept Area	Community	5-7 years	\$5,200	\$2,657	\$7,857	8.00	\$2,657	\$5,200	100%	\$7,857
Park Place Concept Area (New)	Neighborhood		\$1,950	\$996	\$2,946	3.00	\$467	\$1,174	56%	\$1,641
Thimble Creek Concept Area	Neighborhood	5-7 years	\$6,500	\$3,321	\$9,821	10.00	\$1,556	\$3,915	56%	\$5,471
Meyers Road Area	Neighborhood	8+ years	\$3,900	\$1,993	\$5,893	6.00	\$934	\$2,349	56%	\$3,283
Partlow Road Area	Neighborhood	8+ years	\$3,250	\$1,661	\$4,911	5.00	\$778	\$1,957	56%	\$2,735
Subtotal New Parks			\$20,800	\$10,628	\$31,428	32.00	\$6,392	\$14,595	67%	\$20,987
Existing Park Upgrades	Varies	1-10 years		\$6,286	\$6,286		\$1,045	\$0	17%	\$1,045
Clackamette Park Master Plan										
Park development	Regional	5-10 years		\$12,068	\$12,068		\$5,243	\$0	43%	\$5,243
Boat ramp Upgrade		5-10 years		\$1,854	\$1,854		\$434	\$0	23%	\$434
RV Park Relocation and Development		5-10 years		\$1,545	\$1,545		\$0	\$0	0%	\$0
Subtotal Clackamette Park			\$0	\$15,467	\$15,467		\$5,676	\$0	37%	\$5,676
New Pool & Recreation Center	Indoor Facilities	5-10 years		\$40,000	\$40,000		\$9,141	\$0	23%	\$9,141
End of the Oregon Trail Redevelopment ¹	Regional	5-10 years		\$1,465	\$1,465		\$636	\$0	43%	\$636
Total Project List			\$20,800	\$81,308	\$102,108		\$28,603	\$14,595	42%	\$43,198
¹ Improvement costs limited to development of park land (no improvements to facility)										

Appendix C - SDC Schedule

Table C-1 SDC Schedule

		Impact/ Unit	SDC-in-Lieu of Dedication (Land Acq.)	Parks SDC (Development)	Combined SDC
	Factor ²	Persons/ Dwelling	\$/Dwelling Unit	\$/Dwelling Unit	\$/Dwelling Unit
Residential					
<i>Single/Middle Housing Average¹</i>		2.68			
<800 SQ FT	70%	1.88	\$3,311	\$5,415	\$8,726
800-1,799 SQ FT	90%	2.41	\$4,257	\$6,962	\$11,219
1,800-2,999 SQ FT	100%	2.68	\$4,730	\$7,736	\$12,466
3,000-3,799 SQ FT	110%	2.95	\$5,203	\$8,510	\$13,713
>3,800 SQ FT	120%	3.22	\$5,676	\$9,283	\$14,959
<i>Manufactured Home in Park</i>		1.78	\$3,142	\$5,138	\$8,280
<i>Multifamily >5 units (Avg.)¹</i>		1.78			
0-1 Bedroom	57%	1.01	\$1,791	\$2,929	\$4,719
2 Bedrooms	96%	1.71	\$3,016	\$4,933	\$7,949
3+ Bedrooms	133%	2.37	\$4,178	\$6,834	\$11,012
Nonresidential		Emp/ KSF ³	\$/ 1,000 SQ FT	\$/ 1,000 SQ FT	\$/ 1,000 SQ FT
Manufacturing					
Ag., Fish & Forest Services; Construction, Mining		1.69	\$289	\$909	\$1,199
Food & Kindred Products		1.59	\$271	\$852	\$1,123
Textile & Apparel		1.08	\$184	\$577	\$760
Lumber & Wood		1.56	\$267	\$838	\$1,105
Furniture; Clay, Stone & Glass; Misc.		1.32	\$225	\$706	\$931
Paper & Allied		0.63	\$107	\$335	\$442
Printing, Publishing & Allied		2.22	\$380	\$1,192	\$1,572
Chemicals, Petroleum, Rubber, Leather		1.39	\$237	\$745	\$982
Primary & Fabricated Metals		2.38	\$407	\$1,277	\$1,684
Machinery Equipment		3.33	\$569	\$1,788	\$2,357
Electrical Machinery, Equipment		2.50	\$427	\$1,341	\$1,768
Transportation Equipment		1.43	\$244	\$766	\$1,010
Transportation and Warehousing		0.30	\$52	\$163	\$215
Communications and Public Utilities		2.17	\$371	\$1,166	\$1,537
Wholesale Trade		0.72	\$123	\$386	\$509
Retail Trade		2.13	\$363	\$1,141	\$1,505
Finance, Insurance & Real Estate		2.70	\$462	\$1,450	\$1,911
Non-Health Services		1.30	\$222	\$697	\$919
Health Services		2.86	\$488	\$1,533	\$2,021
Educational, Social, Membership Services		1.35	\$231	\$725	\$956
Government		1.89	\$322	\$1,012	\$1,334

¹ Source: 2022 American Community Survey 5-Year average

² Single Family scaling factors reflect Water Environment Services SDCs. Multifamily scaling based on 2019-2023 US Census Public Use Microdata Sample (PUMS) for Clackamas County (Northwest).

³ 1999 Metro Emp. Density Study



CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** August 20, 2025
From: Jarrod Lyman, Communications Manager

SUBJECT:

Item 9.e. - Ordinance No. 25-1011, An Ordinance of the City of Oregon City Expanding the Eligibility of Youth Advisory Commissioners

STAFF RECOMMENDATION:

Staff recommends passing Ordinance No. 25-1011.

EXECUTIVE SUMMARY:

For the 2024–2025 Youth Advisory Commission term, the City received 16 eligible applications. Nine applicants attended a high school within Oregon City limits but resided outside the city limits. The current Oregon City Municipal Code (OCMC) 2.62 restricts participation on the Youth Advisory Commission to no more than two members residing outside the city limits. The proposed amendment would expand eligibility to include more students who reside outside the city limits but attend a high school within the city limits. Exhibit A displays the proposed revisions, with deletions shown stricken in black and additions in red. Exhibit B presents the amendments in their final, integrated form.

BACKGROUND:

When Ordinance No. 24-1006 was presented to the Commission the summer of 2024, Commissioner Adam Marl proposed adding a provision allowing students who live outside the city limits to be eligible for the Youth Advisory Commission if they attend a high school within the city limits. The Commission approved the amended ordinance, limiting such appointments to no more than two seats.

With an increasing number of applicants who meet the school attendance requirement but reside outside the city limits, Ordinance No. 25-1011 is now presented for approval to promote continued diverse participation from youth in the Oregon City community.

OPTIONS:

1. Approve Ordinance No. 25-1011, An Ordinance of the City of Oregon City Expanding the Eligibility of Youth Advisory Commissioners.
2. Approve Ordinance No. 25-1011, An Ordinance of the City of Oregon City Expanding the Eligibility of Youth Advisory Commissioners with Amendments.
3. Deny Ordinance No. 25-1011, An Ordinance of the City of Oregon City Expanding the Eligibility of Youth Advisory Commissioners and provide further direction.

BUDGET IMPACT:

N/A

ORDINANCE NO. 25-1011

AN ORDINANCE OF THE CITY OF OREGON CITY EXPANDING ELIGIBILITY FOR YOUTH ADVISORY COMMISSIONERS TO INCLUDE MORE MEMBERS WHO DO NOT RESIDE WITHIN CITY LIMITS BUT ATTEND A HIGH SCHOOL WITHIN CITY LIMITS

WHEREAS, The City Commission created the Youth Advisory Committee (YAC) under Ordinance No. 22-1006; and subsequently amended by Ordinance No. 23-1003; and Ordinance No. 24-1006; and

WHEREAS, The City received a majority of applications for the 2025-2026 Youth Advisory Commission from youth who reside outside of the city limits but still attend a high school within the city limits; and

WHEREAS, the City of Oregon City values the contributions of all youth who are engaged in the community, and recognizes that allowing participation from students who attend high school within the City, regardless of residence, enhances representation, inclusivity, and civic engagement; and

WHEREAS, The proposed amendments to the Oregon City Municipal Code (OCMC) 2.62 allows for more diverse participation of youth who attend school within the City while still adhering to the majority of members needing to live within the city limits.

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. The City Commission adopts the added language underlined in red and strikes the language stricken in black within Exhibit A and fully incorporated in Exhibit B.

Read for the first time at a regular meeting of the City Commission held on the 20th day of August 2025, and the City Commission finally enacted the foregoing ordinance this 3rd day of September 2025.

DENYSE C. MCGRUFF

Mayor

Attested to this 3rd day of September 2025,

Approved as to legal sufficiency:

Jakob S. Wiley, City Recorder

City Attorney

Chapter 2.62 – Youth Advisory Commission

2.62.010 – Created.

There is created a Youth Advisory Commission for the City of Oregon City having the duties and responsibilities provided in this chapter.

2.62.015 – Purpose.

The Oregon City Youth Advisory Commission is created to provide local students a voice in their municipal government, build an understanding of governance and leadership and to provide opportunities to engage and serve the community. The Youth Advisory Commission shall be guided by the belief that local involvement at a young age is crucial to ensuring a well- informed and engaged citizenry in the future and to provide an opportunity for members to become equipped with the knowledge and leadership skills necessary to become active contributors in the community now and in the future.

2.62.020 – Membership.

The Youth Advisory Commission shall consist of at least nine youth members and one non-voting City Commissioner to be appointed by the Mayor:

- A. Members of the Youth Advisory Commission shall be high school students at the time of swearing in and shall reside within the city limits of Oregon City or attend a school within Oregon City limits.
 - ~~No more than two seats may be occupied by students living outside of Oregon City limits.~~
 - The majority of members must live within Oregon City limits, while the remaining members must be enrolled in a high school located within the city limits.
- B. Any vacancy shall be filled by the Mayor, at their sole discretion, for the unexpired portion of the vacated term.
 - A vacancy can be filled by the discretion of the Mayor but must be filled if the total number of Youth Advisory Commission members drops below nine.
- C. The term of service shall be considered from September through June and there are no term limits.
- D. Appointed Youth Advisory Commission members may be re-appointed for a second term without an interview at the discretion of the Mayor. A Youth Advisory Commission member must participate in a recommitment interview with the Mayor after serving two consecutive terms.
- E. The chairperson, vice chairperson and all new members shall be sworn in at the first regular meeting of the term by the Youth Advisory Commission's City Commission liaison.

2.62.030 – Election of officers.

The Youth Advisory Commission, at the beginning of each term, shall elect a chairperson and vice chairperson, who shall hold the positions for one term of service. The chairperson and the vice chairperson shall be a junior or senior in high school.

2.62.040 – Chairperson

The chairperson is responsible for running the Youth Advisory Commission meetings, assigning tasks and working with the staff to set the upcoming agendas.

2.62.050 – Vice Chairperson.

The vice chairperson is responsible for taking meeting minutes and providing financial updates as applicable. The vice chairperson shall serve as chair during Youth Advisory Commission meetings in the event of the chairperson's absence.

2.62.060 – Quorum and Meetings.

- A. A majority of appointed members shall constitute a quorum.
- B. If a quorum is present, all matters shall be decided by a vote of the majority present.
- C. The Youth Advisory Commission shall meet at least once a month.
- D. All meetings shall be open to the public and public meeting laws shall apply.

2.62.070 – Youth Advisory Commission Member Responsibilities.

- A. Review and prepare strategies addressing issues of interest to students in the greater Oregon City community, including topics such as drug and alcohol abuse, bullying, driver safety or any other topic determined to be of importance by the Youth Advisory Commission.
- B. Members shall participate in an annual goal alignment session at the beginning of each term.
- C. Members shall be responsible for completing tasks and projects as assigned.
- D. Individual members of the Youth Advisory Commission shall attend at least three community service events per term.
- E. The Youth Advisory Commission shall organize a minimum of one community event or project to engage the larger Oregon City youth community per term.
- F. The Youth Advisory Commission shall prepare an annual report at the end of the term to present to the City Commission detailing the accomplishments, challenges, areas for improvement and goals for the future.

2.62.080 – Code of Conduct and Expectations

Members of the Youth Advisory Commission shall be held to the highest standards of citizenship, scholarship and participation. The Code of Conduct details shall be stipulated in the Youth Advisory Commission Bylaws.

2.62.091 – Expenditures

The Youth Advisory Commission shall have no authority to make any expenditure on behalf of the City or to obligate the City for payment of any sums of money unless the City Manager or City Commission, as appropriate, authorizes such expenditure.

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CITY OF OREGON CITY

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

Staff Report

To: City Commission **Agenda Date:** August 20, 2025
From: Tony Konkol, City Manager

SUBJECT:

Item 9.f. - State of Oregon Lottery Revenue Bonds Grant Agreement - Willamette Falls Improvements

STAFF RECOMMENDATION:

Staff recommends that the City Commission approve the proposed State of Oregon Lottery Revenue Bonds Grant Agreement

EXECUTIVE SUMMARY:

The proposed Grant Agreement ("Agreement"), is made by the State of Oregon, acting by and through its Oregon Parks and Recreation Department ("OPRD"), and the City of Oregon City ("Grantee") for \$12,500,000 in financing for the project referred to as Willamette Falls Improvements. The funds may be utilized for land acquisition, improvements, design and engineering, rehabilitation and enhancement of the area in Clackamas County in or around the area including the Willamette Falls. A specific project for the use of the funds will be determined through negotiations between the Confederated Tribes of the Grand Ronde and the City of Oregon City. The negotiations with the Confederated Tribes of the Grand Ronde will determine a defined project scope and access agreements for a construction project. The approved pedestrian and circulation plan on the property, as submitted by the Confederated Tribes of the Grand Ronde and approved by the City of Oregon City Planning Commission, identifies two potential routes through the site, one internal to a future gathering place and one parallel to the Willamette River. Per the agreement, the funds shall be expended within 3 years.

Many years ago, the City and Metro, through the Willamette Falls Legacy Project Partnership, were able to secure two direct funding allocations from the State Legislature for design and construct of an access along the Willamette River. The two allocations totaled \$12,500,000 and have been held by Metro over the years. Metro has returned the money to the State of Oregon and, if this agreement is approved, these funds will be provided directly to the City of Oregon City to complete a project consistent with the terms of this agreement.

BACKGROUND:

OPTIONS:

1. Approve State of Oregon Lottery Revenue Bonds Grant Agreement - Willamette Falls Improvements.
2. Approve State of Oregon Lottery Revenue Bonds Grant Agreement - Willamette Falls

Improvements with Amendments.

3. Deny State of Oregon Lottery Revenue Bonds Grant Agreement - Willamette Falls Improvements and provide further direction.

BUDGET IMPACT:

**STATE OF OREGON LOTTERY REVENUE BONDS
GRANT AGREEMENT**
(Governmental Entity – Reimbursement)

Grantee: City of Oregon City

Project Name: Willamette Falls Improvements

Lottery Bonds Series Number: Series 2009 A, Series 2009 C and Series 2017 A

This Grant Agreement (“Agreement”), is made by the State of Oregon, acting by and through its Oregon Parks and Recreation Department (“OPRD”), and the City of Oregon City (“Grantee”) for financing of the project referred to above and described in Exhibit A (the “Project”). This Agreement becomes effective only when fully signed and approved as required by applicable law and shall expire on the date of the last disbursement of the funds provided under this Agreement or the third anniversary date of the sale of the bonds funding this Agreement, whichever is earlier. This Agreement includes the following exhibits, incorporated into, and made a part of this Agreement:

Exhibit A: Project Description

Exhibit B: Project Budget

SECTION 1 – DEFINITIONS OF KEY TERMS

The following capitalized terms have the meanings assigned below.

“Bond Counsel” means a law firm that serves as bond counsel to the State because it has knowledge and expertise in the field of municipal law and issues opinions that are generally accepted by purchasers of municipal bonds.

“Bonds” means the State of Oregon Lottery Revenue Bonds Series 2009 A, Series 2009 C and Series 2017 A issued pursuant to House Bill 5036 (2007), Senate Bill 5533 (2013), House Bill 5030 (2015), as amended by House Bill 5202 (2016), codified at Oregon Laws 2007, Chapter 746; Oregon Laws 2013, Chapter 786, Section 9; Oregon Laws 2015, Chapter 812, Section 30; and Oregon Laws 2016, Chapter 66, Section 2, a portion of the sale proceeds of which are funding the Grant.

“Code” means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

“Date of Issuance” means the date the Bonds were issued, which occurred April 2, 2009 and April 5, 2017.

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

“Grant Amount” means an amount of proceeds from the sale of the Bonds, not to exceed \$12,500,000.

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

“Grant Commitment Date” means the date that is 24 months after the date on which OPRD has made the first disbursement of the Grant Amount to Grantee.

“Grant Completion Date” means the date that is 36 months after the date on which OPRD has made the first disbursement of the Grant Amount to Grantee.

“Grant Completion Deadline” means 36 months after the date on which OPRD has made the first disbursement of the Grant Amount to Grantee to fund the Project Costs.

“Private Person” means any person or entity other than a state or local governmental unit or an individual not acting in a trade or business. Accordingly, a Private Person would include the federal government, for-profit organizations, non-profit organizations, and individuals who are acting in a trade or business capacity.

“Private Use” means, subject to certain exceptions, the use of a portion or all of the Project by a Private Person if such use is other than as a member of the general public. Private Use can include ownership of the property by the Private Person as well as other arrangements that transfer to the Private Person the actual or beneficial use of the property (such as a lease, management contract, service or incentive payment contract, output contract, naming rights contract or other special arrangement) in such a manner as to set the Private Person apart from the general public. Use by employees of Grantee solely in their capacity as employees ordinarily will not be considered Private Use.

“Project” means the project described in Exhibit A.

“Project Budget” means the budget for the Project described in Exhibit B.

“Project Costs” means expenditures incurred by Grantee that comply with each of (a) through (g), below. Costs of the Project must be:

- (a) reasonable, necessary, and directly related to the Project;
- (b) capital expenditures for federal income tax purposes within the meaning of Section 1.150-1(b) of the Code;
- (c) eligible or permitted uses under the Act and this Agreement, including Section 4;
- (d) not internal costs charged to the Project by Grantee if such costs are not capital expenditures for federal income tax purposes within the meaning of Section 1.150-1(b) of the Code of the asset being financed;
- (e) not payments made to Related Parties, except to the extent that those costs represent out-of-pocket payments to or for the benefit of unrelated parties;
- (f) not loans or grants made to third parties; and

(g) not interest payments on interim financing for the Project and may only include principal payments on interim financing for the Project with the prior written consent of the State.

“Related Parties” means, in reference to governmental units or 501(c)(3) organizations, members of the same controlled group within the meaning of Section 1.150-1(e) of the Code, and in reference to any person that is not a governmental unit or a 501(c)(3) organization, a related person as defined in Section 144(a)(3) of the Code.

“State” means the State of Oregon, acting by and through its agencies including but not limited to OPRD, the Office of the State Treasurer and any other agency authorized to administer proceeds and payment of the Bonds.

SECTION 2 – FINANCIAL ASSISTANCE

OPRD shall provide Grantee, and Grantee shall accept from OPRD, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

SECTION 3 – REIMBURSEMENTS

- A. Reimbursement. The Grant shall be disbursed to Grantee on or before September 15, 2025.
- B. Conditions to Disbursement. OPRD has no obligation to disburse any of the Grant unless all of the following conditions are met on the date of disbursement:
- (1) There is no Default or Event of Default.
 - (2) The representations and warranties made by Grantee in this Agreement are true and correct as if made on such date.
 - (3) The Bonds have been issued by the State.
 - (4) OPRD, in the reasonable exercise of its administrative discretion, has sufficient funding, appropriations, limitations, allotments, allocation and other expenditure authority to authorize the disbursement.
 - (5) OPRD has received the following items in form and substance satisfactory to OPRD:
 - (a) This Agreement duly signed by an authorized officer of Grantee.
 - (b) Such other certificates, documents, opinions, and information as OPRD may reasonably require.
 - (6) Any conditions to disbursement elsewhere in this Agreement or in the other financing documents for this Project are met.

- C. Disbursement by OPRD. Upon satisfaction of the conditions set forth in Section 3.B, OPRD shall disburse or cause to be disbursed some or all the Grant Amount requested by Grantee.

SECTION 4 – USE OF GRANT FUNDS

- A. Use of Proceeds. Grantee shall use the Grant only for the activities described in Exhibit A. Grantee shall use disbursements of the Grant to reimburse itself or pay the contractor directly for eligible Project Costs as defined in this Agreement.
- B. Costs Paid for by Others. Grantee may not use any of the Grant to pay internal costs charged to the Project by Grantee or by Related Parties or to repay the interest owed for any interim financing for the Project. Grantee may not use any of the Grant to repay the principal owed on interim financing for the Project without the prior written consent of the State.
- C. Earnings on Bond Proceeds. Any earnings on proceeds of the Bonds prior to disbursement will be retained by the State.
- D. Proceeds Expenditure Deadline. Grantee shall expend the Grant Amount on or before the Grant Completion Deadline.
- E. Proceeds Commitment Deadline. Grantee shall fully commit the Grant Amount on or before the Grant Commitment Date.
- F. Unexpended Disbursed Proceeds. Grantee shall fully expend the Grant Amount on eligible costs of the Project, as defined by the Project Description provided in Exhibit A, on or before the Grant Completion Deadline. Grantee shall immediately repay to OPRD, unless OPRD otherwise directs, any portion of the Grant disbursed to Grantee, and any interest earned by Grantee on the Grant disbursement, that are not used for Project Costs or that remain after the earliest of (i) the Grant Completion Date, (ii) the date this Agreement has expired or is terminated; or (iii) the Grant Completion Deadline.

SECTION 5 – REPRESENTATIONS AND WARRANTIES OF GRANTEE

Grantee represents and warrants to the State:

- A. Organization and Authority.
- (1) Grantee is a City Government validly created and existing under the laws of the State of Oregon.
 - (2) Grantee has all necessary right, power and authority under its applicable enabling statutes, code, ordinances, or other Oregon law to (a) execute and deliver this Agreement, (b) incur and perform its obligations under this Agreement, and (c) receive financing for and carry out the Project.

- (3) This Agreement has been duly authorized by a vote, resolution or other act of the governing body or officer of Grantee, is executed by an authorized representative of Grantee, and when executed by OPRD, is legal, valid, and binding, and enforceable in accordance with its terms.
- B. Full Disclosure. Grantee has disclosed in writing to OPRD all facts that may materially adversely affect the Project, or the ability of Grantee to perform all obligations required by this Agreement. Grantee has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading, regarding the Grant, the Project, and this Agreement. The information contained in this Agreement is true and accurate in all respects.
- C. Pending Litigation. Grantee has disclosed in writing to OPRD all proceedings, environmental or otherwise, pending (or to the knowledge of Grantee, threatened) against or affecting Grantee, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Grantee to perform all obligations required by this Agreement.
- D. No Defaults.
- (1) No Defaults or Events of Default exist or occur upon authorization, execution, or delivery of this Agreement.
- (2) Grantee has not violated and has not received notice of any claimed violation of any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Grantee to perform all obligations required by this Agreement.
- E. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Agreement will not: (i) cause a breach of a material agreement, indenture, mortgage, deed of trust, or other instrument, to which Grantee is a party or by which the Project or any of Grantee's property or assets may be bound; (ii) violate any provision of the applicable enabling statutes, code, charter, ordinances or other Oregon law pursuant to which Grantee was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Grantee, the Project or Grantee's properties or operations.
- F. Governmental Consent. Grantee has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Agreement and undertaking and completion of the Project, including without limitation, all land use approvals and development permits required under local zoning or development ordinances, state law and federal law for the use of the land on which the Project will be located. "Land use approvals and development permits" includes, but is not limited to, any necessary "land use decision" or "limited land use decision" as those terms are defined by ORS 197.015(10) and (12).

- G. Project Budget. The Project Budget as described in Exhibit B represents the total cost of the Project based on contracts entered into or solicited by Grantee or Grantee's estimate of the labor and materials necessary to complete the Project.

SECTION 6 – COVENANTS OF GRANTEE

Grantee covenants as follows for so long as the Bonds and any obligations issued to refund the Bonds are outstanding:

- A. Compliance with Laws. Grantee shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Agreement and the Project. These laws, rules, regulations, and orders are incorporated by reference in this Agreement to the extent required by law.
- B. Project Reporting Obligations.
- (1) Promptly after the Grant Completion Date and in no event later than the Grant Closeout Deadline, Grantee shall furnish the State with a final report on Grantee's expenditure of the Grant; and
 - (2) Beginning January 1, 2026, Grantee shall submit quarterly reports to the State on the status of the Project including descriptions of the expenditure of the Grant Amount and other funds on the Project compared to the Project Budget and descriptions of the Project milestones or deadlines met, or not met, in accordance with the Project schedule. Each quarterly report shall be due to the State on or before the date that is thirty (30) days after the end of the preceding calendar quarter.
 - (3) Grantee shall provide such additional reports as the State may reasonably request from time to time, including information or documentation that the State determines is necessary to comply with arbitrage and private use restrictions that may apply to the Bonds.
- C. Real Property. Grantee shall obtain a duly recorded permanent public access easement sufficient to allow the construction of improvements, rehabilitation and enhancement of the area in or around and including Willamette Falls.
- D. Operation and Maintenance of the Project. Grantee agrees to construction of the Project in accordance with the Project plans, specifications, and budget and to contract with competent, properly licensed, and bonded contractors and professionals in accordance with the Oregon Public Contracting Code and all other applicable federal, state, and local laws regulating construction of the Project. Grantee agrees to have plans and specifications for the Project prepared by a licensed architect or licensed engineer and to require that the Project meets applicable standards of survival in good condition. Prior to commencement of any Project construction, Grantee shall require the general contractor for the Project to procure and maintain in full force and effect throughout the entire time

of construction and until one year after the Project is completed, a performance and payment bond for the faithful performance and payment of all of the contractor's obligations for the total cost of the Project. Grantee shall be named as the obligee on the bond. Grantee shall operate and maintain the Project in good repair and operating condition so as to preserve the public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements until the bonds are no longer outstanding.

- E. Insurance, Damage. Grantee shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage, or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating, and maintaining similar facilities. If the Project or any portion is destroyed, insurance proceeds will be paid to the State, not to exceed the amount necessary to call or defease the portion of the then outstanding Bonds relating to the Project (including all allocable costs of issuance), unless the State agrees in writing that the insurance proceeds will be used to rebuild the Project.
- F. Sales, Leases and Encumbrances. Grantee shall not sell, transfer, encumber, lease, or otherwise dispose of any property paid for with disbursements of the Grant, unless worn out, obsolete, or, in the reasonable business judgment of Grantee, no longer useful in the operation of the Project. Nevertheless, the State may consent to such disposition if it has received prior written notice from Grantee. In the case of sale, lease, exchange, transfer or other disposition of any substantial portion of or interest in the Project, Grantee shall, within 30 days of receipt of any proceeds from such disposition, pay such proceeds to the State, not to exceed the amount necessary to call or defease the portion of the then outstanding Bonds relating to the Project (including all allocable costs of issuance), unless the State agrees otherwise in writing.
- G. Condemnation Proceeds. If the Project, or any portion of the Project, is condemned, within 30 days of receipt of any condemnation proceeds, Grantee shall pay such proceeds to the State, not to exceed the amount necessary to call or defease the portion of the then outstanding Bonds relating to the Project (including all allocable costs of issuance), unless Grantee has informed OPRD in writing that the condemnation proceeds will be used to rebuild the Project.
- H. Financial Records. Grantee shall keep accurate books and records regarding use of the Grant and maintain them according to generally accepted accounting principles established by the Governmental Accounting Standards Board in effect at the time.

- I. Inspections; Information. Grantee shall permit the State and any party designated by the State: (i) to inspect the Project and (ii) to inspect and make copies of any accounts, books, and records, including, without limitation, Grantee's records regarding receipts, disbursements, contracts, investments, and any other related matters. Grantee shall supply any reports and information related to the Project as the State may reasonably require.
- J. Records Maintenance. Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Project, or the Grant until the date that is three years following the later of the final maturity or earlier retirement of all of the Bonds (including the final maturity or redemption date of any obligations issued to refund the Bonds) or such longer period as may be required by other provisions of this Agreement or applicable law.
- K. Notice of Default. Grantee shall give OPRD prompt written notice of any Default as soon as any senior administrative or financial officer of Grantee becomes aware of its existence or reasonably believes a Default is likely.
- L. Representations and Covenants Regarding Prevailing Wage.
- (1) The prevailing wage rate requirements that may apply to the Project are set forth in ORS 279C.800 through 279C.870 and the administrative rules promulgated thereunder ("PWR"), or, if applicable, 40 U.S.C. 3141 et seq. ("Davis-Bacon Act"). If applicable, Grantee shall:
- (a) be responsible for compliance with PWR, require its contractors and subcontractors to pay the applicable PWR or Davis-Bacon Act rates, and to comply with all other Oregon Bureau of Labor and Industries ("BOLI") requirements pursuant to the PWR, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board (applicable wage rates are those in effect on the effective date of this Agreement and may be accessed via: BOLI : Prevailing Wage : For Employers : State of Oregon and <https://sam.gov>; if a project is subject both to ORS 279C.800 to 279C.870 and to the Davis-Bacon Act, contractors and subcontractors must be paid not less than the higher of the applicable state or federal prevailing rate of wage); and
- (b) pay to BOLI, within the required timeframe and in the appropriate amount, the project fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the Project.
- (2) If Grantee believes the Project is not subject to PWR, Grantee must obtain and provide OPRD with a copy of a coverage determination letter from the BOLI that confirms the Project is not subject to PWR requirements before Grantee enters into a contract for construction management, contracts with a contractor to act as general manager of the project or proceeds to act as Grantee's own general contractor.

- (3) Grantee represents and warrants that it is not on the BOLI current List of Contractors Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.

These laws, rules, regulations and orders are incorporated by reference in this Agreement to the extent required by law.

M. Contributory Liability and Contractor Indemnification—Tort Claims.

- (1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third-Party Tort Claim”) against a party to this Agreement (the “Notified Party”) with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third-Party Tort Claim. Either party is entitled to participate in the defense of a Third-Party Tort Claim, and to defend a Third-Party Tort Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either party’s liability to the other in regards to the Third-Party Tort Claim.

If the parties are jointly liable (or would be if joined in the Third-Party Tort Claim), the parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each party’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Agreement.

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

N. Indemnity; Release—Claims Other Than Torts.

- (1) Except for Third-Party Tort Claims and Contractor Tort Claims as provided in Section M above, to the extent authorized by law, Grantee shall defend, indemnify, save and hold harmless and release the State, Treasury, OPRD, and their respective officers, employees and agents from and against any and all claims, demands, suits, actions, proceedings, losses, damages, liability and court awards including but not limited to costs, expenses, and reasonable attorneys' fees incurred (collectively, "Non-Tort Claims"), related to any actual or alleged act or omission by Grantee, or its officers, employees, contractors, or agents in connection with this Agreement, including without limitation any petition for review as follows: (a) the tax-exempt status of interest on the Bonds and any expenses incurred or amounts paid in connection with an inquiry, investigation, audit or similar proceeding by the Internal Revenue Service, the Securities and Exchange Commission, Municipal Securities Rulemaking Board and any other federal, state, governmental or quasi-governmental body with regulatory jurisdiction over the Bonds arising from the Project or the actions or omissions of Grantee, or its officers, employees, contractors, or agents; (b) any federal arbitrage and rebate penalties arising from the actions of Grantee; (c) the use or condition of any property financed with the Grant; and (d) any actual or alleged act or omission by Grantee, or its officers, employees, contractors or agents. The indemnity provided under this Section shall be payable only from funds of Grantee legally available for such purpose, which include, without limitation, all charges, rents and other operating revenue of Grantee.
- (2) Notwithstanding the foregoing, neither Grantee nor any attorney engaged by Grantee may defend any Non-Tort Claim in the name of the State of Oregon, nor purport to act as legal representative for the State of Oregon, without first receiving from the Oregon Attorney General in a form and manner determined appropriate by the Oregon Attorney General, authority to act as legal counsel for the State of Oregon, nor may Grantee settle any Non-Tort Claim on behalf of the State of Oregon without the approval of the Oregon Attorney General. If the State of Oregon assumes its own defense, Grantee will be liable for the attorney fees of the State of Oregon, including but not limited to any fees charged by the Oregon Department of Justice. The provisions of this section are not to be construed as a waiver by the State of Oregon, OPRD, of any immunity, defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon. If attorney fees are awarded to Grantee, such attorney fees shall not exceed the rate charged to OPRD by its attorneys.

O. Representations and Covenants Regarding the Tax-Exempt Status of the Bonds.

- (1) Grantee acknowledges that the Bonds have been or are expected to be issued with the interest paid on the Bonds excludable from gross income for federal income tax purposes and that the uses of the Grant proceeds and the Project by Grantee during the term of the Bonds may impact the tax-exempt status of the Bonds. Grantee agrees to comply with all applicable provisions of the Code necessary to protect the exclusion of interest on the Bonds from federal income taxation.

- (2) Grantee shall not, without prior written consent of the State, permit more than five percent (5%) of the Project to be used in a Private Use by a Private Person if such Private Use could result in the State of Oregon receiving direct or indirect payments or revenues (excluding generally applicable taxes) from the portion of the Project to be privately used.
 - (3) Unless Grantee receives the prior written approval from the State, Grantee shall not directly or indirectly use any of the Grant proceeds to make or finance loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.
- P. Representations and Covenants Regarding “Arbitrage Bonds”. Grantee shall not directly or indirectly use or permit the use of any of the Grant Amount or any other funds or take any action or omit to take any action, which would cause any Lottery Bonds to be “arbitrage bonds” within the meaning of 26 U.S.C. Section 148(a).

SECTION 7 – DEFAULTS

- A. Grantee Default. Any of the following constitutes an “Event of Default” of Grantee:
- (1) Any false or misleading representation is made by or on behalf of Grantee, in this Agreement or in any document provided by Grantee to OPRD related to this Grant or the Project or in regard to compliance with the requirements of section 103 and sections 141 through 150 of the Code.
 - (2) Grantee fails to perform any obligation required under this Agreement, other than those referred to in subsection A(1) of this Section 7, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Grantee by OPRD, or such longer period as OPRD may agree to in writing, if OPRD determines Grantee has instituted and is diligently pursuing corrective action.
 - (3) If and to the extent allowed by law, Grantee initiates or consents to a proceeding or case, or a proceeding or case is commenced without the application or consent of Grantee, seeking: (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (iii) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

- B. OPRD Default. OPRD will be in default under this Agreement if it fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 8 – REMEDIES

- A. Remedies. Upon any Event of Default, OPRD may pursue any or all remedies in this Agreement, and any other remedies available at law or in equity (including specific performance) to collect amounts due or to become due or to enforce the performance of any obligation of Grantee. Remedies may include, but are not limited to:
- (1) Terminating OPRD's commitment and obligation to make any further disbursements of the Grant under this Agreement.
 - (2) Barring Grantee from receiving future grants.
 - (3) While any of the Grant remains undisbursed, withholding amounts otherwise due to Grantee and applying such amounts to the payment of amounts due under this Agreement.
 - (4) Requiring repayment upon demand from OPRD of all or a portion of the Grant, the State of Oregon's costs of exercising its remedies under this Agreement, and interest on all or any portion of the Grant moneys required to be returned.
 - (5) Terminating the Agreement.
- B. Application of Moneys. Any moneys collected by OPRD pursuant to Section 8.A will be applied first, to pay any reasonable attorneys' fees and other fees and expenses incurred by the State of Oregon; then, to repay any Grant moneys owed; and last, to pay any other amounts due and payable under this Agreement.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OPRD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right, power or privilege under this Agreement will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. OPRD is not required to provide any notice in order to exercise any right or remedy, except as set forth in Section 7.A.2.
- D. Grantee Remedies. In the event of default by OPRD, Grantee's sole remedy will be for reimbursement of Project Costs reviewed and accepted by OPRD, less any claims OPRD has against Grantee.

SECTION 9 – MISCELLANEOUS

- A. Time is of the Essence. Grantee agrees that time is of the essence under this Agreement.
- B. Relationship of Parties; Successors and Assigns; No Third-Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Grantee is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Agreement gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Agreement will be binding upon and inure to the benefit of OPRD, Grantee, and their respective successors and permitted assigns.
 - (4) Grantee may not assign or transfer any of its rights or obligations or any interest in this Agreement without the prior written consent of the State. In the event of an assignment, Grantee shall pay, or cause to be paid to OPRD, any fees or costs incurred because of such assignment, including but not limited to reasonable attorneys' fees of OPRD's counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of OPRD beyond those in this Agreement, nor does assignment relieve Grantee of any of its duties or obligations under this Agreement.
 - (5) OPRD may assign this Agreement to a successor agency or entity without the consent of or notice to Grantee.
- C. Disclaimer of Warranties; Limitation of Liability. Grantee agrees that:
- (1) OPRD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
 - (2) In no event is OPRD, any agency of the State of Oregon or its agents liable or responsible for any direct, indirect, incidental, special, consequential, or punitive damages in connection with or arising out of this Agreement or the existence, furnishing, functioning or use of the Project.
- D. Notices. All notices to be given under this Agreement must be in writing and addressed as shown below, or to other addresses that either party may hereafter indicate pursuant to this section. Notices may only be delivered by personal delivery, email or mailed, postage prepaid. Any such notice is effective five calendar days after mailing, or upon actual delivery if personally delivered. Any communication or notice given by email becomes effective (1) upon the sender's receipt of confirmation generated by the Grantee's email

system that the notice has been received by the Grantee's email system or (2) the Grantee's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OPRD: Lisa Sumption, Director
Oregon Parks and Recreation Department
725 Summer Street NE, Suite C
Salem, OR 97301
Phone: (503) 986-0707
Email: lisa.sumption@opr Oregon.gov

If to Grantee: Tony Konkol, City Manager
City of Oregon City
625 Center Street
Oregon City, OR 97045
Phone: (971) 204-4626
Email: tkonkol@orc Oregon.org

- E. No Construction Against Drafter. This Agreement is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Agreement is declared by a court of competent jurisdiction as illegal, invalid, or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Survival. The covenants of Grantee under this Agreement related to the tax-exempt status, if any, of the Bonds, the continued operation and maintenance of the Project, default and remedies, including without limitation Sections 6, 7, 8, and 9.G. and I. of this Agreement, shall survive disbursement of the Grant Amount and termination of this Agreement until the Bonds (including the final maturity or redemption date of any obligations issued to refund the Bonds) are no longer outstanding.
- H. Amendments, Waivers. This Agreement may be amended only by mutual written agreement of the parties. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- I. Choice of Law; Designation of Forum; Federal Forum.
 - (1) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

- (2) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- (3) Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.
- J. Integration. This Agreement (including all exhibits, schedules, or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements, or representations, oral or written, regarding this Agreement.
- K. False Claims. Grantee will refer to the OPRD contact identified for receipt of notices under this Agreement, any credible evidence that a principal, employee, agent, sub-grantee contractor, contractor or other person has submitted a false claim under the False Claims Act, ORS180.750 to 180.785, or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving funds provided under this Agreement.
- L. Execution in Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

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

STATE OF OREGON
acting by and through the
Oregon Parks and Recreation Department

CITY OF OREGON CITY

By: _____
Name: Lisa Sumption
Title: Director

By: _____
Name: Tony Konkol
Title: City Manager

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ Devon Thorson
Assistant Attorney General

EXHIBIT A – PROJECT DESCRIPTION

Project Name: Willamette Falls Improvements

Project Description: Grantee will utilize funds for land acquisition, improvements, rehabilitation and enhancement of the area in Clackamas County in or around the area including the Willamette Falls.

EXHIBIT B – PROJECT BUDGET

Project Revenues	
Lottery Grant Amount	\$12,500,000
Total project budget	\$12,500,000
Expenditure Plan	
Jul-Sep 2025	\$700,000
Oct-Dec 2025	700,000
Jan-March 2026	700,000
April-June 2026	1,040,000
Jul-Sep 2026	1,040,000
Oct-Dec 2026	1,040,000
Jan-March 2027	1,040,000
April-June 2027	1,040,000
Jul-Sep 2027	1,040,000
Oct-Dec 2027	1,040,000
Jan-March 2028	1,040,000
April-June 2028	1,040,000
Jul-Sep 2028	1,040,000
Total	\$12,500,000