



CITY COUNCIL MEETING

Monday, March 18, 2024 at 6:00 PM
Sandy City Hall and via Zoom

AGENDA

TO ATTEND THE MEETING IN-PERSON:

Come to Sandy City Hall (lower parking lot entrance) - 39250 Pioneer Blvd., Sandy, OR 97055

TO ATTEND THE MEETING ONLINE VIA ZOOM:

Please use this link: <https://us02web.zoom.us/j/88936527971>

Or by phone: (253) 215-8782; Meeting ID: 88936527971

WORK SESSION – 6:00 PM

1. [Transportation System Development Charge \(SDC\) Update](#)

REGULAR MEETING – 7:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL

CHANGES TO THE AGENDA

PUBLIC COMMENT (3-minute limit)

The Council welcomes your comments on other matters at this time. The Mayor will call on each person when it is their turn to speak for up to three minutes.

-- **If you are attending the meeting in-person**, please submit your comment signup form to the City Recorder before the regular meeting begins at 7:00 p.m. Forms are available on the table next to the Council Chambers door.

-- **If you are attending the meeting via Zoom**, please complete the online comment signup webform by 4:00 p.m. on the day of the meeting:
<https://www.ci.sandy.or.us/citycouncil/webform/council-meeting-public-comment-signup-form-online-attendees>.

RESPONSE TO PREVIOUS COMMENTS

CONSENT AGENDA

2. [City Council Minutes: March 4, 2024](#)
3. [Revised IGA with State of Oregon for ePermitting Software](#)
4. [Revised IGA with Regional Water Providers Consortium](#)
5. [IGA with Clackamas County for CBX Server Services](#)

RESOLUTIONS

6. [PUBLIC HEARING on Resolution 2024-08: Adoption of Advance Financing Reimbursement District for 362nd and Bell Extension](#)

NEW BUSINESS

7. [Government Relations Update: 2024 Legislative Session](#)

REPORT FROM THE CITY MANAGER

COMMITTEE / COUNCIL REPORTS

STAFF UPDATES

Monthly Reports: <https://reports.cityofsandy.com/>

ADJOURN

Americans with Disabilities Act Notice: Please contact Sandy City Hall, 39250 Pioneer Blvd. Sandy, OR 97055 (Phone: 503-668-5533) at least 48 hours prior to the scheduled meeting time if you need an accommodation to observe and/or participate in this meeting.



STAFF REPORT

Meeting Type: City Council Work Session
Meeting Date: March 18, 2024
From: Kelly O’Neill Jr., Development Services Director
Todd Chase, FCS Group
Subject: Transportation System Development Charge (SDC) Update

DECISION TO BE MADE:

This work session is an opportunity to ask FCS Group clarifying questions on the Transportation SDC Report and provide feedback on how you would prefer to proceed regarding Transportation SDCs. Based on the discussion at this work session and as requested by the City Council, staff will prepare a separate work session to discuss all fees related to construction in the city of Sandy, including Transportation SDCs. This separate work session will occur prior to advancing the Transportation SDC Report to adoption so that the City Council can have a comprehensive understanding of all City fees impacting development.

BACKGROUND / CONTEXT:

The existing Transportation SDC Methodology was adopted by City Council in July 2016. The City of Sandy signed an agreement with DKS Associates and FCS Group to update the Transportation SDCs in October 2022. After the adoption of the TSP in the summer of 2023, FCS Group started working on the SDC Methodology based on the planned transportation capital improvements as adopted by the City Council. Staff informed FCS Group of the Council’s stated desire to consider a reimbursement component as part of this update.

Related planning initiatives include updates of the City of Sandy’s Transportation System Plan, Economic Opportunities Analysis, and Housing Capacity Analysis. These documents support continued growth and development within the city of Sandy as it anticipates adding over 2,520 jobs and 6,740 residents over the next 20 years.

To help address the transportation facility needs generated by new growth, FCS Group has created the Transportation SDC Report (Exhibit A) which includes current Comprehensive Plan and TSP findings and addresses Oregon and City regulations for updating the City’s Transportation SDCs for new development. Chapter 15.28 of the Sandy Municipal Code authorizes and governs the imposition and expenditure of Transportation SDCs in Sandy. This chapter acknowledges that the City may need to modify its code to allow for proposed changes to the Transportation SDCs from time to time.

Specifically, SMC 15.28.050 indicates the following regarding SDC methodology:

Sec. 15.28.050. - Methodology.

A. The methodology used to establish the reimbursement fee shall consider the cost of then-existing facilities, prior contributions by then-existing users, the value of unused capacity, rate-making principles employed to finance publicly owned capital improvements, and other relevant factors identified by the council. The methodology shall promote the objective that future systems users shall contribute no more than an equitable share of the cost of then-existing facilities.

B. The methodology used to establish the improvement fee shall consider the cost of projected capital improvements needed to increase the capacity of the systems to which the fee is related.

C. The methodology used to establish the improvement fee or the reimbursement fee, or both, shall be contained in a resolution adopted by the council.

KEY CONSIDERATIONS / ANALYSIS:

The Sandy Transportation SDC Report (Exhibit A) addresses all known state and local requirements for the establishment and update of the City of Sandy's local transportation SDCs. The Transportation SDC Report builds upon the findings contained in the Sandy TSP, the Sandy Housing Capacity Analysis, and Economic Opportunities Analysis, and other long-range planning documents. These supporting documents have been subjected to prior review and input from the public as well as the City Planning Commission and City Council, with findings that are utilized to document the future growth needs of the city.

The Transportation SDC Report includes a summary of prior transportation improvements that the City has constructed to maintain and enhance the level of service for current and future residents and employees within the city of Sandy. The cost of these prior improvements forms the basis for the transportation reimbursement SDC calculation.

The Sandy TSP provides a long-range list of future planned transportation capital improvements that are needed to address anticipated increases in travel demand within the city. This forms the basis for the Sandy transportation capital improvement plan and related costs over the next 20 years. The Transportation SDC Report includes a range of improvement fee calculations that reflect varying levels of implementation of the CIP based on a prioritized list of improvements.

A summary of the draft maximum defensible Transportation SDCs for the City is provided in the following table. The associated SDC rates are based on projected change in net new average daily person trips by development type, consistent with the prior SDC methodology used by the City.

DRAFT Sandy Transportation SDC Rates by Alternative

	A. High Priority Projects Only	B. Medium & High Priority Projects	C. Low, Medium & High Priority Projects	D. All TSP Projects Total
Calculated TSDC per Person Trip End				
Cost Basis:				
Improvement Fee	\$ 16,933,808	\$ 38,240,094	\$ 56,605,149	\$ 180,451,425
Reimbursement Fee	7,525,668	7,525,668	7,525,668	7,525,668
Compliance Costs	159,520	159,520	159,520	159,520
Total Cost Basis	\$ 24,618,996	\$ 45,925,281	\$ 64,290,336	\$ 188,136,613
Proj. Growth in Daily Person-Trip Ends	74,887	74,887	74,887	74,887
Improvement Fee per Trip End	\$ 226.12	\$ 510.64	\$ 755.87	\$ 2,409.65
Reimbursement Fee per Trip End	\$ 100.49	\$ 100.49	\$ 100.49	\$ 100.49
Compliance Fee per Trip End	\$ 2.13	\$ 2.13	\$ 2.13	\$ 2.13
Total SDC per Trip End (rounded)	\$ 328.75	\$ 613.26	\$ 858.50	\$ 2,512.27
<i>Equivalent New TSDC Rate per SFR:</i>	\$ 5,208	\$ 9,716	\$ 13,601	\$ 39,800
Current Sandy TSDC rates per SFR:	\$ 4,826	\$ 4,826	\$ 4,826	\$ 4,826

SFR = single family residence.

BUDGET IMPACT:

While the actual amount of growth and development in Sandy over the next 20 years is impossible to determine, the assumptions contained in supporting long-range planning documents, and draft Transportation SDC rate calculations indicate the new rates would provide a positive impact on Sandy's budget for transportation system improvements over the next 20 years. The range in increased transportation revenue or equivalent level of system capacity value varies from approximately \$1.8M with Alternative A, \$23.1 M with Alternative B, and \$41.5 M with Alternative C. According to FCS Group, no significant increase in net new transportation revenue is expected with Alternative D as the required SDC rates would be so high that they would likely negate potential future development in the City.

Potential Increase in Transportation Revenue or Capacity over 20 years	A. High Priority Projects Only	B. Medium & High Priority Projects	C. Low, Medium & High Priority Projects	D. All TSP Projects Total
Potential Increase in SDC Value Generated with new Rates*	\$ 1,800,000	\$ 23,100,000	\$ 41,500,000	Note 1

* Based on 74,887 new person trips over 20 years. Alts. A, B & C exclude any reduction in future growth as rates increase.

Note 1: an increase in TSDC rates at the level assumed by Alt. D will likely negate potential future development.

FCS GROUP

RECOMMENDATION:

Provide staff and FCS Group with input on what Transportation SDC you prefer so that staff can prepare a future work session to discuss all fees related to development.

LIST OF ATTACHMENTS / EXHIBITS:

- Exhibit A. Transportation SDC Report
- Presentation Slides

City of Sandy

TRANSPORTATION SYSTEM DEVELOPMENT CHARGE UPDATE

Draft Report
March 1, 2024

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This entire report is made of readily recyclable materials, including the bronze wire binding and the front and back cover, which are made from post-consumer recycled plastic bottles.



FCS GROUP
Solutions-Oriented Consulting

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Section I. INTRODUCTION

This section describes the project scope and policy context upon which the body of this report is based.

I.A. PROJECT BACKGROUND

The City of Sandy (City) imposes a system development charge (SDC) to provide partial funding for the capital needs of its transportation system. The current SDC is charged to all new developments in the City at a rate of \$4,826.00 per single-family dwelling unit and \$304.10 per average daily person trip for all other developments.

In 2023, the City engaged both DKS Associates and FCS GROUP to update the City’s transportation SDC based on the City’s updated Transportation System Plan and the long range forecasts that are consistent with the City’s most current Housing Needs Analysis and Economic Opportunities Analysis.

I.B. POLICY

SDCs are enabled by state statutes, authorized by local ordinance, and constrained by the United States Constitution.

I.B.1. State Statutes

Oregon Revised Statutes (ORS) 223.297 to 223.316 enable local governments to establish SDCs, which are one-time fees on development that are paid at the time of development or redevelopment that creates additional demand for park facilities. SDCs are intended to recover a fair share of the cost of existing and planned facilities that provide capacity to serve future users -- growth.

ORS 223.299 defines two types of SDC:

- A reimbursement fee that is designed to recover “costs associated with capital improvements already constructed, or under construction when the fee is established, for which the local government determines that capacity exists”
- An improvement fee that is designed to recover “costs associated with capital improvements to be constructed”

ORS 223.304(1) states, in part, that a reimbursement fee must be based on “the value of unused capacity available to future system users or the cost of existing facilities” and must account for prior contributions by existing users and any gifted or grant-funded facilities. The calculation must

“promote the objective of future system users contributing no more than an equitable share to the cost of existing facilities.” A reimbursement fee may be spent on any capital improvement related to the system for which it is being charged (whether cash-financed or debt-financed).

ORS 223.304(2) states, in part, that an improvement fee must be calculated to include only the cost of projected capital improvements needed to increase system capacity for future users. In other words, the cost of planned projects that correct existing deficiencies or that do not otherwise increase capacity for future users may not be included in the improvement fee calculation. An improvement fee may be spent only on capital improvements (or portions thereof) that increase the capacity of the system for which it is being charged (whether cash-financed or debt-financed).

In addition to the reimbursement and improvement fees, ORS 223.307(5) states, in part, that “system development charge revenues may be expended on the costs of complying” with state statutes concerning SDCs, including “the costs of developing system development charge methodologies and providing an annual accounting of system development charge expenditures.”

I.B.2. Local Ordinance

Chapter 15.28 of the Sandy Municipal Code authorizes and governs the imposition and expenditure of transportation SDCs in Sandy. The City may need to modify its code to allow for the proposed changes to the transportation SDCs.

I.B.3. United States Constitution

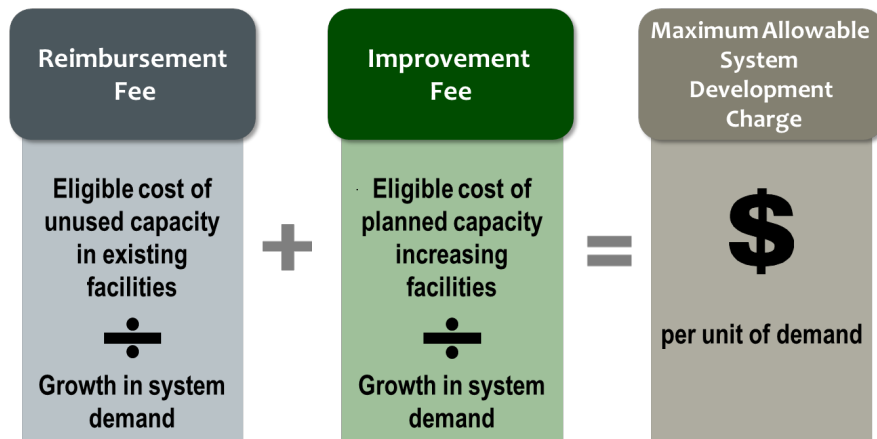
The United States Supreme Court has determined that SDCs, impact fees, or other exactions that comply with state and/or local law may still violate the United States Constitution if they are not proportionate to the impact of the development. The SDCs calculated in this report are designed to meet all constitutional and statutory requirements¹.

¹ As of the time of writing this report, there is a pending United States Supreme Court case that may have impacts on the law surrounding SDCs (*Sheetz v. County of El Dorado, California*).

Section II. SDC ANALYSIS

This section provides the detailed calculations of the maximum allowable transportation SDC.

In general, SDCs are calculated by adding a reimbursement fee component (if applicable) and an improvement fee component—both with potential adjustments. Each component is calculated by dividing the eligible cost by growth in units of demand. The unit of demand becomes the basis of the charge. Below is an illustration of this calculation:



II.A. GROWTH

The calculation of projected growth begins with defining the units by which current and future demand will be measured. Then, using the best available data, we quantify the current level of demand and estimate a future level of demand. The difference between the current level and the future level is the growth in demand that will serve as the denominator in the SDC calculations.

II.A.1. Unit of Measurement

A good unit of measurement allows an agency to quantify the incremental demand of development or redevelopment that creates additional demand for transportation facilities. A great unit of measurement allows an agency to distinguish different levels of demand added by different kinds of development or redevelopment.

For transportation SDCs, demand that can be attributed to individual developments is usually measured in the number of “trips” that will be generated by development. A “trip,” more properly described as a “trip end,” represents one transportation system user entering or exiting a particular development.

Trips can be measured in a variety of ways. The City’s current practice is to use estimated “average daily person trips,” which is a common way of measuring trips for SDC purposes. Under such a system of counting trips, a particular property’s total trip count represents the average number of trips per weekday. In the City’s case, a trip refers to people – not vehicles – entering or exiting the

property. For example, a property with five average daily person trips would, on an average weekday, see five people enter or exit the property, regardless of if all those people walked or arrived in a single van.

II.A.2. Growth in Demand

The City of Sandy’s draft Housing Needs Analysis and Economic Opportunity Analysis provides a forecast for the growth in jobs by land use type and dwelling units by type (either single-family or multi-family) expected between 2023 and 2043.

The Institute of Transportation Engineers publishes the expected number of average daily vehicle trips per job and per dwelling unit in its *Trip Generation Manual, 11th Edition*. These trip rates can be applied to the growth in number of jobs and dwelling units to estimate the total growth in average daily vehicle trip ends. As shown below, the projected growth in jobs and dwelling units within the City of Sandy equates to an estimate for total growth in average daily vehicle trip ends is 44,576.

The U.S. Department of Transportation publishes the *National Household Travel Survey*, which can be used to estimate the number of person trips given the number of vehicle trips. This conversion factor is 1.68 person trips per vehicle trip, meaning that the expected growth in average daily person trip ends in the City between 2023 and 2043 is 74,887. These calculations are shown in Table 1 below.

Table 1 – Growth in Average Daily Person Trips

Land Use	2023 Est.	2043 Proj.	Growth (20 years)	Trip Rate (Average Daily)	Est. Average Daily Trip Ends in 2023	Est. Average Daily Trip Ends in 2043	20-year Growth in Average Daily Trip Ends
Industrial	802 jobs	1,245 jobs	443 jobs	3.71	2,972	4,613	1,641
Retail Commercial	1,349 jobs	1,567 jobs	218 jobs	18.62	25,112	29,170	4,058
Office & Services	2,783 jobs	4,461 jobs	1,678 jobs	10.28	28,618	45,873	17,255
Government	580 jobs	764 jobs	184 jobs	7.45	4,321	5,692	1,371
Single-family	3,572 DUs	5,026 DUs	1,454 DUs	9.43	33,684	47,399	13,715
Multi-family (3+ units per structure)	745 DUs	1,715 DUs	970 DUs	6.74	5,021	11,556	6,535
Total (Vehicle Trips)					99,728	144,304	44,576
Total (Person Trips)					167,543	242,430	74,887

Source: Growth assumptions derived from Sandy HNA and EOA, draft report. Trip rates from Institute of Transportation Engineers, *Trip Generation Manual, 11th Edition*. Person trip conversion factor of 1.68 from U.S. Department of Transportation, 2017 *National Household Travel*

The growth estimate of 74,887 average daily person trips will serve as the denominator for the transportation SDC calculation. Based on these estimates, the calculated “growth share” percentage equates to 30.89 percent (74,887 / 242,430). This growth share estimate is an important figure for use in the improvement fee cost basis.

II.B. IMPROVEMENT FEE

An improvement fee is the eligible cost of planned projects per unit of growth that such projects will serve. Since we have already calculated growth (denominator) above, we will focus here on the improvement fee cost basis (numerator).

II.B.1. Eligibility

A project’s eligible cost is the product of its total cost and its eligibility percentage. The eligibility percentage represents the portion of the project that creates capacity for future users. Where possible, specific details about a project can provide an eligibility percentage. However, when this is not possible, projects can still be sorted into three broad categories.

The first category is for projects that do not provide capacity for future users. Such projects may be purely replacement projects, or they may be solving a deficiency in the transportation system. Projects in this category are zero percent eligible. The second category is for projects that are purely for future users, such as when a new local road is laid to provide for a new development. These projects are 100 percent eligible. Finally, projects that provide capacity that will be roughly equally shared between current and future users are eligible at the growth share percentage discussed in **Section II.A**, or 30.89 percent.

II.B.2. Improvement Fee Cost Basis

The project list for the transportation SDC is included in **Appendix A**. Each project has a project ID, priority, proposed funding source, and total cost in 2024 dollars. This capital project list is derived directly from the City’s most recent Transportation System Plan (TSP) developed by DKS Associates and is expected to be completed by 2024. More information on each project can be found by referencing the project IDs in the TSP.

Each project was assigned a local cost share percentage, representing the proportion of the project cost that the City is expected to pay for. Based on the TSP assumptions, each project has been assigned to a category based on relative priority.

Consideration is also given to the potential for outside funding, such as state or federal grants or other City funding resources. This was captured in the “Other Funding” column. For example, some outside funding was estimated for trails projects which are expected to be completed by the City’s parks program. Finally, the SDC-eligible cost was calculated by multiplying the SDC-eligibility percentage by the total cost and applying any outside funding to the non-eligible portion of the cost. Where projects have more outside funding than non-eligible costs, the SDC eligible cost was adjusted down by the difference.

This method of calculating the improvement fee cost basis resulted in a total Improvement Fee cost basis that varies based on the prioritization scenario as summarized in Table 2.

Table 2 – Improvement Fee Cost Basis Scenarios

Project Prioritization Scenario	Total Cost		Number of Projects
	(2024)	SDC-Eligible Cost	
A. High Priority Projects Only	\$ 58,517,640	\$ 16,933,808	52
B. Medium & High Priority Projects	131,205,404	38,240,094	111
C. Low, Medium & High Priority Projects	190,586,403	56,605,149	123
D. All Projects Total	716,055,538	180,451,425	132

Source: Sandy TSP, DKS Associates, City staff

II.C. REIMBURSEMENT FEE

A reimbursement fee is the eligible cost of available capacity in the system per unit of growth that such capacity will serve. Since Table 1 provides a forecast of calculated growth (denominator) in net new person trips over the next 20 years, this section focuses on the reimbursement fee cost basis (numerator in the SDC equation).

II.C.1. Reimbursement Fee Cost Basis

The City provided an accounting of historical transportation improvement fee expenditures going back to Fiscal Year 2009-10. Because improvement fees can only legally be spent on capital expenditures that provide capacity for future users, it can be assumed that those prior expenditures created capacity for future growth in the local transportation system. Further, since available capacity tends to be slowly used up as growth occurs, it is reasonable to assume that at least some of the capacity provided by those expenditures is available.

Using the calculated historic annual average trip growth rate of 2.353 percent that occurred between 2010 and 2023, the annual absorption of capacity added by historical improvement fee expenditures can be estimated. As shown in Table 3, this method results in an estimated remaining capacity of 73.9 percent for expenditures in Fiscal Year 2009-10 – and remaining capacity slowly increases as the expenditures get closer to the current fiscal year. This method of calculating the improvement fee cost basis resulted in a total Reimbursement Fee Cost Basis of \$7,525,668.

Table 3 – Reimbursement Fee Cost Basis Scenarios

Fiscal Year	Capacity Improvement Expenditures	Estimated Remaining Capacity	SDC-Eligible Cost
2010	\$ 243,994	67.1%	\$ 163,611
2011	258,055	69.4%	179,112
2012	82,800	71.8%	59,419
2013	-	74.1%	-
2014	85,961	76.5%	65,732
2015	360,885	78.8%	284,454
2016	-	81.2%	-
2017	28,108	83.5%	23,478
2018	-	85.9%	-
2019	-	88.2%	-
2020	501,866	90.6%	454,627
2021	290,020	92.9%	269,546
2022	361,816	95.3%	344,787
2023	4,581,044	97.6%	4,473,244
2024	1,207,656	100.0%	1,207,656
Total	\$ 8,002,205		\$ 7,525,668

*Source: * City staff (annual improvement fee expenditures); reduced by estimated annual avg. change in trip growth between 2010 and 2023 (2.353%).*

II.D. CALCULATED SDC

This section calculates the transportation SDC using the growth and the cost bases discussed above. The resulting SDC per average daily person trip can then be applied to new developments using the schedule provided in **Section III.C.**

II.D.1. Adjustments

The City estimates that it has no remaining fund balance in its improvement fee fund as of January 1, 2024. Therefore, no adjustment for outstanding fund balances are necessary.

ORS 223.307(5) authorizes the expenditure of SDCs on “the costs of complying with the provisions of ORS 223.297 to 223.316, including the costs of developing system development charge methodologies and providing an annual accounting of system development charge expenditures.” To avoid spending monies for compliance that might otherwise have been spent on growth-related projects, this report also includes compliance costs as a separate cost basis. This cost basis is calculated based on the cost of the SDC methodology, once every five years for the full 20 years of the planning horizon, for a total of \$159,520.

II.D.2. Calculated SDC

The table below shows the fully calculated SDC given the four cost bases discussed in **Section II.B.2** and the reimbursement fee cost basis discussed in **Section II.C.1.**

Table 4 – Sandy Transportation SDC Scenarios and Fee Calculations

	A. High Priority Projects Only	B. Medium & High Priority Projects	C. Low, Medium & High Priority Projects	D. All TSP Projects Total
Calculated TSDC per Person Trip End				
Cost Basis:				
Improvement Fee	\$ 16,933,808	\$ 38,240,094	\$ 56,605,149	\$ 180,451,425
Reimbursement Fee	7,525,668	7,525,668	7,525,668	7,525,668
Compliance Costs	159,520	159,520	159,520	159,520
Total Cost Basis	\$ 24,618,996	\$ 45,925,281	\$ 64,290,336	\$ 188,136,613
Proj. Growth in Daily Person-Trip Ends	74,887	74,887	74,887	74,887
Improvement Fee per Trip End	\$ 226.12	\$ 510.64	\$ 755.87	\$ 2,409.65
Reimbursement Fee per Trip End	\$ 100.49	\$ 100.49	\$ 100.49	\$ 100.49
Compliance Fee per Trip End	\$ 2.13	\$ 2.13	\$ 2.13	\$ 2.13
Total SDC per Trip End (rounded)	\$ 328.75	\$ 613.26	\$ 858.50	\$ 2,512.27

Source: City staff, previous tables

As shown above, the maximum defensible charge (Scenario D) is \$2,512 per average daily person trip end. Scenario C (which excludes the “Very Low” priority projects) results in a charge of \$859. Scenario B (which excludes the “Low” and “Very Low” priority projects) results in a charge of \$613. Finally, Scenario A (including only the “High” and “FC” projects) results in a charge of \$329.

Section III. IMPLEMENTATION

This section addresses practical aspects of implementing the proposed transportation SDC.

III.A. INDEXING

ORS 223.304 allows for the periodic indexing of SDCs for inflation, as long as the index used is:

- (A) A relevant measurement of the average change in prices or costs over an identified time period for materials, labor, real property or a combination of the three;
- (B) Published by a recognized organization or agency that produces the index or data source for reasons that are independent of the system development charge methodology; and
- (C) Incorporated as part of the established methodology or identified and adopted in a separate ordinance, resolution or order.

In accordance with Oregon statutes, we recommend that the City use the *Engineering News-Record* (ENR) Construction Cost Index (CCI) 20-City Average as the basis for adjusting SDCs annually.

III.B. COMPARISONS

This section provides comparisons for the City’s current and proposed SDCs against those of comparable jurisdictions. As shown in Table , the SDC scenarios included in this report would increase the average transportation SDC for new single-family homes from its current level (\$4,826) to between \$5,208 and \$39,800 per dwelling unit.

Table 5 – Transportation SDC per Single Family Dwelling Comparison

Transportation SDC per SFR	
Sandy (Scenario D)	\$39,800
Wilsonville	\$16,823
Oregon City	\$13,939
Sandy (Scenario C)	\$13,601
Happy Valley	\$12,304
Sandy (Scenario B)	\$9,716
Molalla	\$8,722
Sandy (Scenario A)	\$5,208
Sandy (Current)	\$4,826
Gladstone	\$4,440
Estacada	\$3,827
Milwaukie	\$2,470
Sherwood	\$2,120
Troutdale	\$1,297

Source: FCS GROUP Survey, 1/4/2024 .

III.C. SCHEDULE OF SDCS

Table 6 below provides a schedule of the charges based on the scenarios discussed above.

Table 6 – Transportation SDC Schedule

Development Type	ITE		Average Daily	Scenario A	Scenario B	Scenario C	Scenario D
	Code	Unit of Measure	Person Trip Ends				
Single Family Detached Housing	210	Dwelling Units	15.84	\$5,208.16	\$9,715.51	\$13,600.65	\$39,800.38
Multifamily (Low-Rise)	220	Dwelling Units	6.40	\$2,104.97	\$3,926.70	\$5,496.95	\$16,086.06
Mobile Home	240	Dwelling Units	11.96	\$3,932.35	\$7,335.57	\$10,268.99	\$30,050.76
Other (non Residential)		Person Trip	1.00	\$328.75	\$613.26	\$858.50	\$2,512.27

Source: ITE, Trip Generation Manual, 11th Edition. Person trip conversion factor of 1.68 from U.S. Department of Transportation, 2017 National Household Travel Survey.

APPENDIX A: TRANSPORTATION PROJECT LIST AS IDENTIFIED IN THE TSP 2024-2044

ID	Priority	Source	Total Cost (2024)	Local Share	Assumed Developer Share	SDC Eligibility	Total Other Funding Share	SDC-Eligible Cost
P1	FC	Local	\$ 1,003,905	100.00%	0.00%	30.89%	0.00%	\$ 310,108
P2	Medium	Local	903,515	100.00%	0.00%	30.89%	0.00%	279,097
P3	FC	Local	878,417	100.00%	0.00%	30.89%	0.00%	271,344
P4	Medium	Local	652,538	100.00%	0.00%	30.89%	0.00%	201,570
P5	Medium	Local	1,756,834	100.00%	0.00%	30.89%	0.00%	542,689
P6	Medium	Local	3,965,426	100.00%	0.00%	30.89%	0.00%	1,224,926
P7	High	Local	50,195	100.00%	0.00%	30.89%	0.00%	15,505
P8	Medium	Local	2,208,592	100.00%	0.00%	30.89%	0.00%	682,237
P9	Medium	Local	250,976	100.00%	0.00%	30.89%	0.00%	77,527
P10	Medium	Local	-	100.00%	0.00%	30.89%	0.00%	-
P11	High	Local	100,391	100.00%	0.00%	30.89%	0.00%	31,011
P12	Medium	Local	1,154,491	100.00%	0.00%	30.89%	0.00%	356,624
P13	Medium	Local	150,586	100.00%	0.00%	30.89%	0.00%	46,516
P14	High	Local	250,976	100.00%	0.00%	30.89%	0.00%	77,527
P15	Medium	Local	75,293	100.00%	0.00%	30.89%	0.00%	23,258
P16	High	Local	225,879	100.00%	0.00%	30.89%	0.00%	69,774
P17	High	Local	351,367	100.00%	0.00%	30.89%	0.00%	108,538
P19	Medium	ODOT	552,148	20.00%	0.00%	30.89%	80.00%	110,430
P20	Medium	ODOT	1,204,686	20.00%	0.00%	30.89%	80.00%	240,937
P22	High	ODOT	-	20.00%	0.00%	30.89%	80.00%	-
P23	Medium	Local	-	100.00%	0.00%	30.89%	0.00%	-
P24	Medium	Local	125,488	100.00%	0.00%	30.89%	0.00%	38,763
P25	Medium	Local	-	100.00%	0.00%	100.00%	0.00%	-
P26	Medium	Local	627,441	100.00%	0.00%	30.89%	0.00%	193,817
P27	Medium	Local	2,233,689	100.00%	0.00%	30.89%	0.00%	689,990
C1	High	Local	25,098	100.00%	0.00%	0.00%	0.00%	-
C2	High	Local	125,488	100.00%	0.00%	0.00%	0.00%	-
C3	Medium	Local	125,488	100.00%	0.00%	0.00%	0.00%	-
C4	Medium	Local	125,488	100.00%	0.00%	0.00%	0.00%	-
C5	FC	Local	125,488	100.00%	0.00%	0.00%	0.00%	-
C6	FC	Local	125,488	100.00%	0.00%	0.00%	0.00%	-
C7	FC	ODOT	125,488	20.00%	0.00%	0.00%	80.00%	-
C8	FC	Local	25,098	100.00%	0.00%	0.00%	0.00%	-
C9	FC	Local	25,098	100.00%	0.00%	0.00%	0.00%	-
C10	FC	Local	25,098	100.00%	0.00%	0.00%	0.00%	-
C11	FC	Local	351,367	100.00%	0.00%	0.00%	0.00%	-
C12	FC	Local	25,098	100.00%	0.00%	0.00%	0.00%	-
C13	FC	Local	351,367	100.00%	0.00%	0.00%	0.00%	-
C14	FC	Local	25,098	100.00%	0.00%	0.00%	0.00%	-
C15	FC	Local	125,488	100.00%	0.00%	0.00%	0.00%	-
C16	Medium	Local	25,098	100.00%	0.00%	0.00%	0.00%	-
C17	Medium	ODOT	25,098	20.00%	0.00%	0.00%	80.00%	-
C18	High	Local	25,098	100.00%	0.00%	0.00%	0.00%	-
C19	High	Local	25,098	100.00%	0.00%	0.00%	0.00%	-
C20	High	Local	25,098	100.00%	0.00%	0.00%	0.00%	-
C21	High	Local	25,098	100.00%	0.00%	0.00%	0.00%	-
C22	Medium	Local	6,023,432	100.00%	0.00%	30.89%	0.00%	1,860,647
C23	FC - Funded	Local	501,953	100.00%	0.00%	30.89%	0.00%	155,054

(continued)

ID	Priority	Source	Total Cost (2024)	Local Share	Assumed		Total Other		SDC-Eligible Cost
					Developer Share	SDC Eligibility	Funding Share		
C24	High	Local	75,293	100.00%	0.00%	30.89%	0.00%	23,258	
B1	High	Local	1,505,858	100.00%	0.00%	30.89%	0.00%	465,162	
B2	High	Local	50,195	100.00%	0.00%	30.89%	0.00%	15,505	
B3	High	Local	2,559,959	100.00%	0.00%	30.89%	0.00%	790,775	
B4	High	Local	50,195	100.00%	0.00%	30.89%	0.00%	15,505	
B5	High	Local	50,195	100.00%	0.00%	30.89%	0.00%	15,505	
B6	High	Local	75,293	100.00%	0.00%	30.89%	0.00%	23,258	
B7	High	Local	75,293	100.00%	0.00%	30.89%	0.00%	23,258	
B8	High	Local	25,098	100.00%	0.00%	30.89%	0.00%	7,753	
B9	High	Local	50,195	100.00%	0.00%	30.89%	0.00%	15,505	
B10	High	Local	3,011,716	100.00%	0.00%	30.89%	0.00%	930,324	
B12	High	ODOT	7,755,168	20.00%	0.00%	30.89%	80.00%	1,551,034	
B13	Medium	Local	2,283,885	100.00%	0.00%	30.89%	0.00%	705,495	
B14	Medium	Local	3,940,328	100.00%	0.00%	30.89%	0.00%	1,217,174	
B15	Medium	Local	2,083,104	100.00%	0.00%	30.89%	0.00%	643,474	
T03	Medium	Local	125,488	100.00%	0.00%	100.00%	0.00%	125,488	
T04	Medium	Local	200,781	100.00%	0.00%	100.00%	100.00%	-	
T05	Medium	Local	50,195	100.00%	0.00%	100.00%	100.00%	-	
T06	Medium	Local	100,391	100.00%	0.00%	100.00%	100.00%	-	
T08	Medium	Local	150,586	100.00%	0.00%	100.00%	100.00%	-	
T09	Medium	Local	50,195	100.00%	0.00%	100.00%	100.00%	-	
T10	Medium	Local	75,293	100.00%	0.00%	100.00%	100.00%	-	
T11	Medium	Local	50,195	100.00%	0.00%	100.00%	100.00%	-	
T12	Medium	Local	100,391	100.00%	0.00%	100.00%	100.00%	-	
T13	Medium	Local	50,195	100.00%	0.00%	100.00%	100.00%	-	
T17	Medium	Local	25,098	100.00%	0.00%	100.00%	100.00%	-	
T19	Medium	Local	5,020	100.00%	0.00%	100.00%	100.00%	-	
T21	Medium	Local	50,195	100.00%	0.00%	100.00%	0.00%	50,195	
T28	Medium	Local	75,293	100.00%	0.00%	100.00%	100.00%	-	
T30	Medium	Local	15,059	100.00%	0.00%	100.00%	100.00%	-	
T31	Medium	Local	100,391	100.00%	0.00%	100.00%	100.00%	-	
T32	Medium	Local	15,059	100.00%	0.00%	100.00%	100.00%	-	
T33	Medium	Local	50,195	100.00%	0.00%	100.00%	100.00%	-	
T35	Medium	Local	75,293	100.00%	0.00%	100.00%	100.00%	-	
T38	Medium	Local	451,757	100.00%	0.00%	100.00%	100.00%	-	
T39	Medium	Local	125,488	100.00%	0.00%	100.00%	0.00%	125,488	
T40	Medium	Local	100,391	100.00%	0.00%	100.00%	100.00%	-	
T41	Medium	Local	50,195	100.00%	0.00%	100.00%	100.00%	-	
T42	Medium	Local	50,195	100.00%	0.00%	100.00%	0.00%	50,195	
T44	Medium	Local	75,293	100.00%	0.00%	100.00%	0.00%	75,293	
T50	Medium	Local	401,562	100.00%	0.00%	100.00%	0.00%	401,562	
T54	Medium	Local	30,117	100.00%	0.00%	100.00%	0.00%	30,117	
D1	Medium	Local	140,547	100.00%	0.00%	30.89%	0.00%	43,415	
D2	Medium	Local	1,430,565	100.00%	0.00%	30.89%	0.00%	441,904	
D3	FC - Funded	Local	6,550,482	100.00%	0.00%	30.89%	0.00%	2,023,454	
D4	Low	ODOT	953,710	20.00%	0.00%	30.89%	80.00%	190,742	
D5	Medium	ODOT	953,710	20.00%	0.00%	30.89%	80.00%	190,742	
D6	FC	ODOT	15,059	20.00%	0.00%	30.89%	80.00%	3,012	
D8	Low	ODOT	1,505,858	20.00%	0.00%	30.89%	80.00%	301,172	
D9	FC	Local	501,953	100.00%	0.00%	30.89%	0.00%	155,054	
D11	Low	Local	125,488	100.00%	0.00%	30.89%	0.00%	38,763	
D12	Low	Local	13,226,452	100.00%	66.00%	100.00%	66.00%	4,496,994	
D13	Low	Local	7,479,095	100.00%	66.00%	100.00%	66.00%	2,542,892	
D14a	FC - Funded	Local	9,988,858	100.00%	66.00%	100.00%	66.00%	3,396,212	
D14b	Low	Local	9,938,663	100.00%	66.00%	100.00%	66.00%	3,379,145	
D15a	FC - Funded	Local	3,011,716	100.00%	66.00%	100.00%	66.00%	1,023,983	
D15b	Very low	Local	14,054,674	100.00%	66.00%	100.00%	66.00%	4,778,589	
D16	Medium	Local	9,035,148	100.00%	66.00%	100.00%	66.00%	3,071,950	

(continued)

ID	Priority	Source	Total Cost (2024)	Local Share	Assumed		Total Other		SDC-Eligible Cost
					Developer Share	SDC Eligibility	Funding Share		
D17	Very low	Local	4,693,257	100.00%	66.00%	100.00%	66.00%		1,595,707
D18	Low	Local	5,270,503	100.00%	66.00%	100.00%	66.00%		1,791,971
D19	Low	Local	5,973,237	100.00%	66.00%	100.00%	66.00%		2,030,900
D20	FC	Local	3,915,231	100.00%	66.00%	100.00%	66.00%		1,331,178
D21a	Very low	Local	24,445,094	100.00%	66.00%	100.00%	66.00%		8,311,332
D21b	Very low	Local	13,803,698	100.00%	66.00%	100.00%	66.00%		4,693,257
D21c	Low	Local	2,032,908	100.00%	66.00%	100.00%	66.00%		691,189
D21d	Medium	Local	2,183,494	100.00%	66.00%	100.00%	66.00%		742,388
D21e	Very low	Local	33,681,023	100.00%	66.00%	100.00%	66.00%		11,451,548
D21f	FC	Local	878,417	100.00%	66.00%	100.00%	66.00%		298,662
D21g	Very low	Local	4,015,621	100.00%	66.00%	100.00%	66.00%		1,365,311
D22	Very low	Local	20,078,106	100.00%	66.00%	100.00%	66.00%		6,826,556
D23	Very low	Local	391,523,070	20.00%	0.00%	30.89%	80.00%		78,304,614
D24	FC	Local	1,003,905	100.00%	0.00%	0.00%	0.00%		-
D25	Medium	Local	22,085,917	100.00%	0.00%	30.89%	0.00%		6,822,374
D26	High	Local	11,042,958	100.00%	0.00%	30.89%	0.00%		3,411,187
D27	FC	Local	50,195	100.00%	0.00%	0.00%	0.00%		-
D28	Low	Local	4,166,207	100.00%	0.00%	0.00%	0.00%		-
D29	Medium	Local	3,714,450	100.00%	0.00%	0.00%	0.00%		-
D30	Low	Local	175,683	100.00%	0.00%	0.00%	0.00%		-
D31	FC	Local	1,003,905	100.00%	0.00%	30.89%	0.00%		310,108
D32	Very low	Local	19,174,591	100.00%	66.00%	100.00%	66.00%		6,519,361
D33	Low	Local	8,533,195	100.00%	66.00%	100.00%	66.00%		2,901,286
S1	FC	ODOT	200,781	20.00%	0.00%	30.89%	80.00%		40,156
S2	FC	ODOT	50,195	20.00%	0.00%	30.89%	80.00%		10,039
S3	FC	ODOT	75,293	20.00%	0.00%	30.89%	80.00%		15,059
Total			\$ 716,055,538						\$ 180,451,425

City of Sandy Transportation System Development Charge Draft Methodology Report

City Council Work Session

March 18, 2024

Prepared by FCS GROUP



Agenda

Item # 1.

- **Transportation SDC Background**
- **Analysis**
- **Procedures and Next Steps**



Background

Key Characteristics of SDCs

SDCs are one-time charges, not ongoing rates. Paid at the time of development.

SDCs are available for water, wastewater, stormwater, transportation, and parks.

SDCs are for capital only, in both their calculation and in their use.

SDCs include both existing and future (planned) infrastructure cost components.

SDCs are for “system” facilities, not “local” facilities.

Legal Framework for SDCs

ORS 223.297 - 316, known as *the SDC Act*, provides “a uniform framework for the imposition of system development charges by governmental units” and establishes “that the charges may be used only for capital improvements.”



SANDY
OREGON

Sandy last major update to its TSDCs was in 2005. Sandy complies with state laws and requirements per SMC Chapter 15.28.

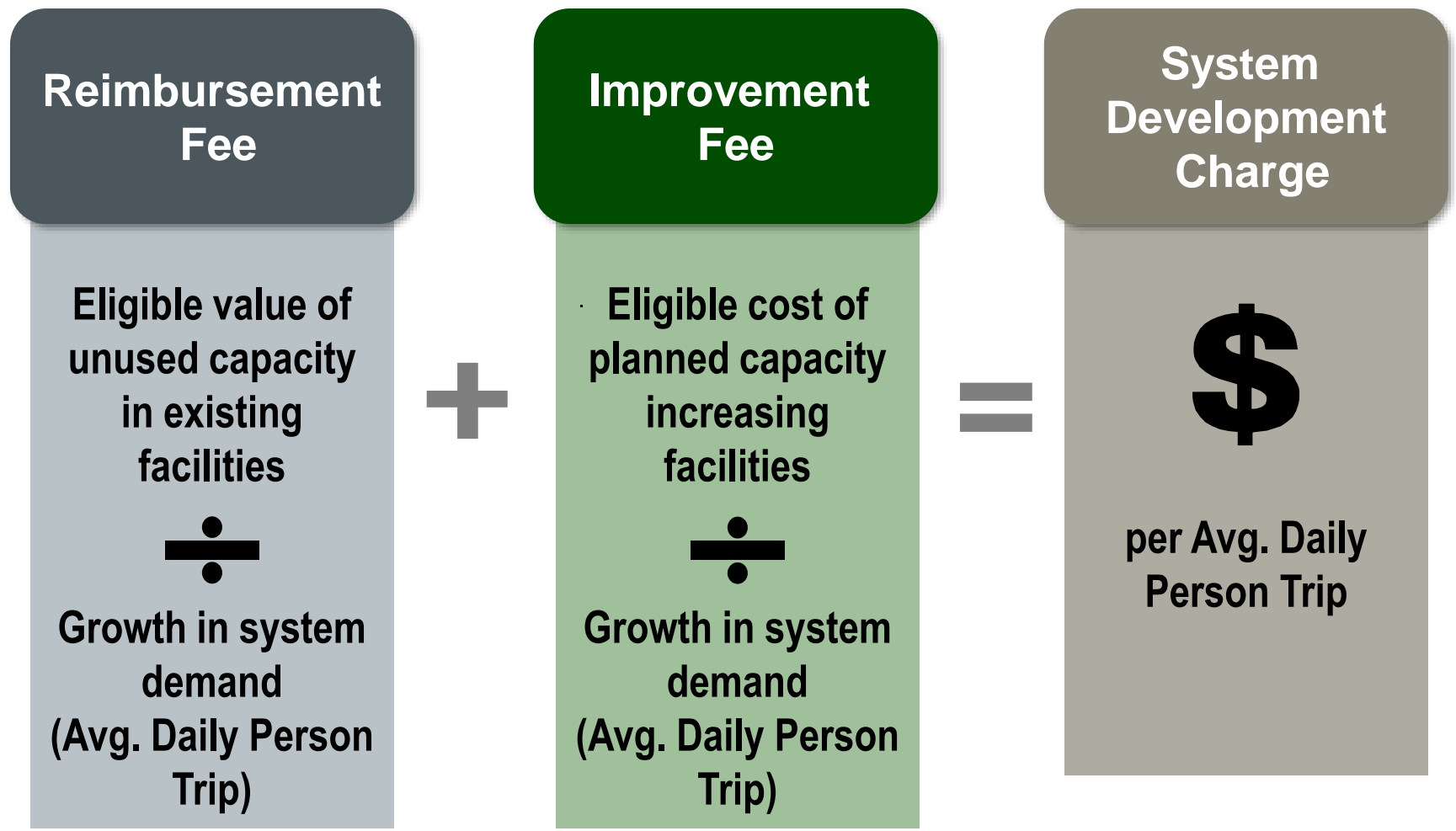


Legal Framework for SDCs

Relevant Sections of the Oregon Revised Statutes

- 223.297 Policy
- 223.299 Definitions for ORS 223.297 to 223.316
- 223.301 Certain system development charges and methodologies prohibited
- 223.302 System development charges; use of revenues; review procedures
- 223.304 Determination of amount of system development charges; methodology; credit allowed against charge; limitation of action contesting methodology for imposing charge; notification request
- 223.307 Authorized expenditure of system development charges
- 223.309 Preparation of plan for capital improvements financed by system development charges; modification
- 223.311 Deposit of system development charge revenues; annual accounting
- 223.313 Application of ORS 223.297 to 223.316
- 223.314 Establishment or modification of system development charge not a land use decision
- 223.316 Local governments required to make system development charge information public

The Transportation SDC Calculation





Analysis

Unit of Growth

Item # 1.



- **Vehicle trip ends measure the number of vehicles entering or leaving a particular development**
- **Person trip ends measure the number of people entering or leaving a particular development, regardless of transportation mode**



TSDC Growth Forecast: 20 years

- Proj. Net New growth of 74,887 average daily person trip ends
- Proj. Net New growth of 44,576 average daily vehicle trip ends

Land Use	2023 Est.	2043 Proj.	Growth (20 years)	Trip Rate (Average Daily)	Est. Average Daily Trip Ends in 2023	Est. Average Daily Trip Ends in 2043	20-year Growth in Average Daily Trip Ends
Industrial	802 jobs	1,245 jobs	443 jobs	3.71	2,972	4,613	1,641
Retail Commercial	1,349 jobs	1,567 jobs	218 jobs	18.62	25,112	29,170	4,058
Office & Services	2,783 jobs	4,461 jobs	1,678 jobs	10.28	28,618	45,873	17,255
Government	580 jobs	764 jobs	184 jobs	7.45	4,321	5,692	1,371
Single-family	3,572 DUs	5,026 DUs	1,454 DUs	9.43	33,684	47,399	13,715
Multi-family (3+ units per structure)	745 DUs	1,715 DUs	970 DUs	6.74	5,021	11,556	6,535
Total (Vehicle Trips)					99,728	144,304	44,576
Total (Person Trips)					167,543	242,430	74,887

Source: Growth assumptions derived from Sandy HNA and EOA, draft report. Trip rates from Institute of Transportation Engineers, Trip Generation Manual, 11th Edition. Person trip conversion factor of 1.68 from U.S. Department of Transportation, 2017 National Household Travel Survey.

Growth forecasts are consistent with Sandy's long range Comprehensive Plan and its Transportation System Plan



Improvement Fee Cost Basis

Local Transportation Project Capital Costs were derived from the recently updated Sandy Transportation System Plan (by DKS).

Four Project Prioritization Scenarios were evaluated for consideration.

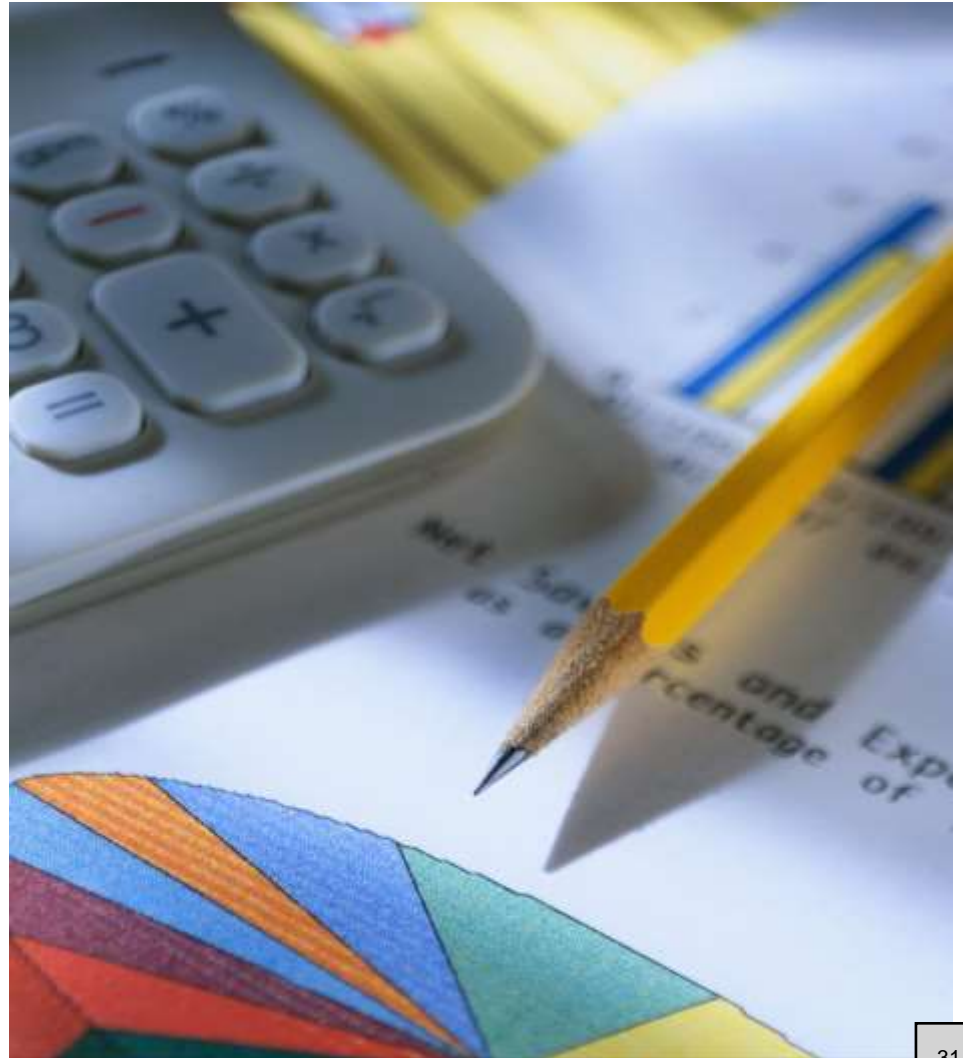
- Scenario A: Highest priority projects = \$58.5 M with \$16.9 M in TSDC eligible costs
- Scenario B: Medium + High priority projects = \$131.2 M with \$38.2 M in eligible costs
- Scenario C: Low + Medium + High projects = \$190.6 M with \$56.6 M in eligible costs
- Scenario D: All Projects = \$716 M with, \$180.4 million in eligible costs

Project Prioritization Scenario	Total Cost (2024)	SDC-Eligible Cost	Number of Projects
A. High Priority Projects Only	\$ 58,517,640	\$ 16,933,808	52
B. Medium & High Priority Projects	131,205,404	38,240,094	111
C. Low, Medium & High Priority Projects	190,586,403	56,605,149	123
D. All Projects Total	716,055,538	180,451,425	132

Source: Sandy TSP, DKS Associates, City staff

Capital Improvement Plan Discussion

- 132 total projects with a cost of \$716 million
- \$180.5 million in eligible total transportation costs
- To what extent does the city want to include projects?
- Should the city adopt the maximum defensible methodology and discount the fee?





Reimbursement Fee Cost Basis

- **Actual City expenditures on recent roadway capacity = \$8 million**
- **Current Value of Remaining Capacity: Actual expenditures discounted by annual change in trip growth between 2010 and 2023 (2.353%)**
- **Value of remaining capacity = \$7.5 million**

Fiscal Year	Capacity Improvement Expenditures	Estimated Remaining Capacity	SDC-Eligible Cost
2010	\$ 243,994	67.1%	\$ 163,611
2011	258,055	69.4%	179,112
2012	82,800	71.8%	59,419
2013	-	74.1%	-
2014	85,961	76.5%	65,732
2015	360,885	78.8%	284,454
2016	-	81.2%	-
2017	28,108	83.5%	23,478
2018	-	85.9%	-
2019	-	88.2%	-
2020	501,866	90.6%	454,627
2021	290,020	92.9%	269,546
2022	361,816	95.3%	344,787
2023	4,581,044	97.6%	4,473,244
2024	1,207,656	100%	1,207,656
Total	\$ 8,002,205		\$ 7,525,668



TSDC Calculation

Calculated TSDC per Person Trip End	A. High Priority Projects Only	B. Medium & High Priority Projects	C. Low, Medium & High Priority Projects	D. All TSP Projects Total
Cost Basis:				
Improvement Fee	\$ 16,933,808	\$ 38,240,094	\$ 56,605,149	\$ 180,451,425
Reimbursement Fee	7,525,668	7,525,668	7,525,668	7,525,668
Compliance Costs	159,520	159,520	159,520	159,520
Total Cost Basis	\$ 24,618,996	\$ 45,925,281	\$ 64,290,336	\$ 188,136,613
Proj. Growth in Daily Person-Trip	74,887	74,887	74,887	74,887
Improvement Fee per Trip End	\$ 226.12	\$ 510.64	\$ 755.87	\$ 2,409.65
Reimbursement Fee per Trip End	\$ 100.49	\$ 100.49	\$ 100.49	\$ 100.49
Compliance Fee per Trip End	\$ 2.13	\$ 2.13	\$ 2.13	\$ 2.13
Total SDC per Trip End (rounded)	\$ 328.75	\$ 613.26	\$ 858.50	\$ 2,512.27

Source: City staff, previous tables

Calculated Range in TSDCs per Person Trip

Transportation SDC Comparisons

Transportation SDC per SFR		
Sandy (Scenario D)	\$39,800	
Wilsonville	\$16,823	
Oregon City	\$13,939	
Sandy (Scenario C)	\$13,601	
Happy Valley	\$12,304	
Sandy (Scenario B)	\$9,716	
Molalla	\$8,722	
Sandy (Scenario A)	\$5,208	
Sandy (Current)	\$4,826	
Gladstone	\$4,440	
Estacada	\$3,827	
Milwaukie	\$2,470	
Sherwood	\$2,120	
Troutdale	\$1,297	

Sandy TSDC Scenarios shown in Bold font

Depicts Maximum TSDC Rate per New Single Family Detached Home (before any credits are granted)

Source: FCS GROUP Survey, 1/4/2024.



Next Steps

- **Select Locally Preferred TSDC Scenario**
 - » Out of the four scenarios, what do you feel the most comfortable with advancing?
 - » Is the City Council in favor of working towards a scenario with a phased fee approach?
- **Public Hearings for Adoption**
 - » Adopt a Revised Long Range Transportation Capital Improvement List
 - » Adopt a New TSDC Methodology Report
 - » Adopt New Rates and Charges in the Fee Schedule

Thank you! Questions?

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CITY COUNCIL MEETING

Monday, March 04, 2024 at 7:00 PM
Conducted via Zoom

MINUTES

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

Mayor Stan Pulliam
Council President Laurie Smallwood
Councilor Chris Mayton
Councilor Rich Sheldon
Councilor Kathleen Walker
Councilor Carl Exner
Councilor Don Hokanson

CHANGES TO THE AGENDA

(none)

PUBLIC COMMENT (3-minute limit)

(none)

RESPONSE TO PREVIOUS COMMENTS

(none)

CONSENT AGENDA

1. City Council Minutes: February 20, 2024
2. Loan Funding for Alder Creek Water Treatment Plant Raw Water Conveyance, Storage, and Pumping Improvements
3. Grant Agreement Approval: ODOT Funding for Transit Department

MOTION: Adopt the consent agenda

Motion made by Councilor Sheldon, Seconded by Council President Smallwood.

Voting Yea: Mayor Pulliam, Council President Smallwood, Councilor Mayton, Councilor Sheldon, Councilor Walker, Councilor Exner, Councilor Hokanson

MOTION CARRIED: 7-0

OLD BUSINESS

4. Creation of an Advanced Financing Reimbursement District for 362nd and Bell Street Construction

The Public Works Director and Assistant Public Works Director summarized the staff report. Slides were also presented. Both the staff report and slides were included in the agenda packet.

Council discussion ensued, related to the following topics:

- Concern that analysis may have been performed based on assessed values of properties rather than real market value
 - Clarification that market values were cited in the staff report, not assessed values
- Clarification on bonds that were issued as part of the road project
- Clarification on the area-based apportionment method
- Discussion on valuation
- Suggestion that the AFRD term should be set now and last for its duration, rather than being adjusted after a certain amount of time
- Suggestion that the valuation of the district should be 10% of the project cost, so as to not discourage development
- Concern about speculating about property values
- Emphasis on the importance of restoring the balance of the Street Fund
- Suggestion that the valuation of the district should be up to 30%
- Context on staff's thinking with regard to what district valuation to recommend to the Council
- Emphasis on striking a balance between facilitating development and recouping construction costs
- Recognition of the additional benefits to the community that would occur from development, beyond collection of AFRD payments
- Suggestion to possibly use urban renewal funds to offset AFRD payments as an incentive for development
- Clarification that property values were not used to calculate payments due
- Comparisons to property taxes collected from Fred Meyer
- Emphasis on the importance of establishing a reimbursement component of the TSDC
- Clarification that properties in the eastern portion of the area being discussed are not within the boundaries of the urban renewal district
- Concern from some about properties not developing; optimism from others that they will develop

MOTION: Direct the City Manager to prepare a Resolution for the creation of an Advanced Financing Reimbursement District for the construction of 362nd and Bell streets, for consideration at a City Council public hearing. The District is to be valued at \$2,480,935), and is to use the Area apportionment methodology. The District is to expire after 20 years and use a simple interest rate of 5%. Further, direct the City Manager to explore options for potential development incentives at the site using urban renewal funding.

Motion made by Councilor Hokanson, Seconded by Councilor Exner.

Voting Yea: Mayor Pulliam, Council President Smallwood, Councilor Mayton, Councilor Sheldon, Councilor Walker, Councilor Exner, Councilor Hokanson

MOTION CARRIED: 7-0

NEW BUSINESS

5. Deer Pointe Neighborhood Park Concept Planning

The Parks and Recreation Director summarized the staff report, which was included in the agenda packet. Staff from Lango Hansen, the City's contracted landscape architect firm, presented slides that were also included in the agenda packet.

Council discussion ensued, related to the following topics:

- Remarks on the situational context of the Bull Run Terrace development immediately to the east
- Suggestion by a majority of councilors to include a covered basketball court at the park
- Concern about highway proximity, and the need for separation fencing for safety
- Clarification on plans for pathway connection to the highway
- Suggestion to locate the sports court near the highway to lessen possible noise concerns
- Suggestion that Option #2 is preferable
- Suggestion to incorporate a sledding area
- Emphasis on the importance of parents being able to watch their children
- Emphasis on the importance of connectivity to nature
- Suggestion that a covered basketball court should be full-court
- Suggestion to make the park visible from the highway
- Suggestion to provide a pathway to the future Bull Run Terrace development
- Suggestion to ensure future trail connectivity
- Concern about the demand on parks maintenance staff

REPORT FROM THE CITY MANAGER

- City purchase of the new parking lot has now closed
- Cedar Creek Trail will open in April
- The City will support the County effort to secure funding to repair the Bull Run Bridge, but reciprocal support for City priorities is important
- Staff is preparing an ordinance to extend deadlines for land use approvals that are currently unable to move forward because of the moratorium
- Nellie deVries will give an update on the recent legislative session at the next council meeting
- A public records request was received for executive session materials

COMMITTEE / COUNCIL REPORTS

Councilor Hokanson

- Suggestion to post redacted police chief comment cards on the City's website
- Concerns that police chief coverage from the Hoodview News omitted key facts
- Suggestion that individuals who want to run for Council should talk to Councilors and get up to speed about issues

Councilor Exner

- Reflections on major decisions that have occurred recently, and the need for consensus moving forward
- Recap of successful Meals on Wheels fundraiser event

Councilor Walker

- No response has yet been received on the City's request for County funding support for the Hoodland Library
- The Library Advisory Board has discussed funding solutions for a bookmobile
- Concerns regarding morale of staff and the community; optimism about the future

Councilor Sheldon

- Agree with the suggestion to post redacted police chief comment cards on the City's website
- Praise for staff's social media communications
- Emphasis on the need to support Police Department staff during this time

Council President Smallwood

- Additional information and context on the Bull Run Bridge project
- Reminder on the additional upcoming fundraisers for Meals on Wheels

Councilor Mayton

- Planning Commission reviewed the HCA and EOA reports
- Emphasis on the importance of empathy toward all involved in the police chief process
- Thanks for the staff work performed on the AFRD proposal

Mayor Pulliam

- Concerns regarding the shelter activities that are taking place at the Best Western
- Empathy for all involved in the police chief comment card process; thanks and appreciation for Interim Chief Yamashita's service; praise for Police Department staff

STAFF UPDATES

Monthly Reports: <https://reports.cityofsandy.com/>

ADJOURN



STAFF REPORT

Meeting Type: City Council
Meeting Date: March 18, 2024
From: Kelly O’Neill Jr., Development Services Director
Subject: Revised IGA with State of Oregon for ePermitting Software

DECISION TO BE MADE:

Whether to authorize the City Manager to enter into a revised intergovernmental agreement (Exhibit A) with the State of Oregon for ePermitting Software and Services.

PURPOSE / OBJECTIVE:

The purpose of the revised intergovernmental agreement (IGA) is to update language and add the following provisions:

1. A provision about Bluebeam licenses. Similar to Adobe, Bluebeam allows for staff to edit, mark up, and make comments in PDF documents that are submitted by applicants. The State of Oregon now provides these licenses for plan review. These licenses are under a state contract, so it is important to include information to ensure that cities and counties using the licenses abide by the Bluebeam licensing agreement.
2. A provision explaining charges for re-implementing optional modules. Since these modules are not part of the State of Oregon Building Division’s core function, they are adding a fee for re-implementation of the optional modules.

BACKGROUND / CONTEXT:

On October 28, 2019, the Building Division launched our first cloud-based software using the State of Oregon ePermitting Software program. This software allows for online application submissions and inspection requests. The software replaced the Microsoft Access legacy system created by former city manager Scott Lazenby in the mid-1990s. The State of Oregon ePermitting Software is currently used by over 80 municipal jurisdictions in Oregon. The existing IGA was signed in February 2018 (Exhibit B).

BUDGET IMPACT:

This IGA does not affect the City budget. The ePermitting Software and Services is paid for by the state surcharge that is added to all trade permits.

RECOMMENDATION:

Authorize the City Manager to enter into a revised IGA with the State of Oregon for ePermitting Software and Services.

LIST OF ATTACHMENTS / EXHIBITS:

- Exhibit A. Proposed IGA for 2024
- Exhibit B. Existing IGA from 2018

INTERGOVERNMENTAL PARTNERSHIP AGREEMENT
ePermit System and Services

THIS INTERGOVERNMENTAL PARTNERSHIP AGREEMENT (“Agreement”) is effective when all required signatures have been obtained by and between The State of Oregon, acting by and through the Department of Consumer and Business Services (“DCBS” or “Agency”), Building Codes Division (“BCD”) and the City of Sandy (“Jurisdiction”), a political subdivision of the State of Oregon. BCD and the Jurisdiction may collectively be referred to herein as the Parties and individually as a Party. The Parties enter into this Agreement to cooperate and share services pursuant to the authority granted under ORS 455.185. The purpose of this Agreement is to encourage economic development through construction and to experiment and innovate for administration of building inspection programs. It is in the best interest of BCD and Jurisdiction’s leaders to ensure that construction-related development activities proceed in a manner that is quick, efficient, and practical. Having a flexible and responsive system requires sufficient staff and resources to be available to construction businesses. By partnering, BCD and Jurisdiction can explore new ways to maximize the use of scarce resources. This Agreement supersedes and amends and replaces in its entirety any pre-existing intergovernmental partnership agreement for the ePermit System and Services between Jurisdiction and BCD.

DCBS:

Jurisdiction:

Celina Patterson

Terre Gift

e-Permitting Manager

Building Official

1535 Edgewater Street NW

39250 Pioneer Blvd

PO Box 14470

Sandy, OR 97055

Salem, OR 97309

(503) 668-0880

(503) 302-9860

building@ci.sandy.or.us

RECITALS

- A. Oregon Revised Statute ORS 455.095 provides that DCBS shall develop and implement a system that provides electronic access to building permitting information. The statute also requires DCBS to make the system accessible for use by municipalities in carrying out the building inspection programs administered and enforced by the municipalities.
- B. The Department of Administrative Services Procurement Office, on behalf of DCBS, issued a Request for Proposal (RFP) for a statewide electronic permit system and

associated products and services. Accela, Inc. was the successful proposer. DCBS and Accela Inc. executed a contract in August, 2008 (“ePermit contract”), by which Accela, Inc. licensed to DCBS ePermitting system software, an Integrated Voice Recognition (IVR) system and provided related configuration, implementation and hosting services (collectively the “ePermit System”).

- C. The ePermit contract provided that the ePermit System and related Services would be available to municipalities (“Participating Jurisdictions”).
- D. BCD is the division of DCBS that implements and administers the ePermitting system.
- E. Jurisdiction has requested that BCD provide access to the ePermitting System and related Services to Jurisdiction and to implement the Jurisdiction as a Participating Jurisdiction as set forth in the ePermitting contract.
- F. BCD is willing, upon the terms of and conditions of this Agreement, to provide access to Jurisdiction to the ePermitting System and related Services and to implement Jurisdiction as provided herein.

1. DEFINITIONS.

- 1.1. As used in this Agreement, the following words and phrases shall have the indicated meanings.
- 1.2. “Agreement” means this Regional Partnership Agreement.
- 1.3. “ePermitting Contract” or “ePermit Contract” means the document attached as Exhibit C and includes all amendments.
- 1.4. “ePermit System” means the entire system including the ePermitting software, licensed, implemented and configured pursuant to the ePermit contract and related Services including hosting, mobile applications and IVR.
- 1.5. “Jurisdiction” has the meaning set forth in the first paragraph of this Agreement.

2. TERM, RENEWAL AND MODIFICATIONS.

- 2.1. Term. This Agreement is effective, and will be considered fully executed, upon signature by both parties, and shall remain in effect until termination of this Agreement as provided herein. Unless otherwise terminated as provided herein, this Agreement will be in effect for the period that Jurisdiction administers and enforces a building inspection program. This Agreement will automatically renew if or when the Jurisdiction’s program assumption is renewed for an additional period.
- 2.2. Agreement Modifications. Notwithstanding the foregoing, or any other provision of the Agreement, BCD may propose a modified Agreement or new intergovernmental agreement for Jurisdiction access to the ePermit System. BCD will propose such

modified Agreement or new intergovernmental agreement with at least 60 days written notice prior to expiration of the Jurisdiction's current program assumption period. The new intergovernmental agreement or modified Agreement will be effective on the effective date of the renewal of Jurisdiction's program assumption. If the parties cannot agree to the new intergovernmental agreement or modified Agreement, this Agreement will terminate effective on the renewal date of Jurisdiction's program assumption. Additionally, during the term of this Agreement, BCD may propose modifications to this Agreement; such modifications will become effective upon mutual agreement by the parties in accordance with section 20 of this Agreement.

3. PERFORMANCE AND DELIVERY.

3.1. Responsibilities of BCD.

- 3.1.1. BCD shall use its best efforts to provide Jurisdiction access to the ePermit System and related Services. BCD shall use best efforts to provide the Jurisdiction with satisfactory access on a parity with all other jurisdictions implemented by BCD to the ePermit System.
- 3.1.2. BCD will implement the Jurisdiction's access using the process according to the ePermitting Implementation Methodology set forth in Exhibit E. If a Work Order Contract is used to implement a specific city or county, a copy of that Work Order Contract will be provided in Exhibit D.
- 3.1.3. Upon implementation, Jurisdiction will have access to the System and the functionality, as described in Exhibit E.
- 3.1.4. BCD will provide technical support for the ePermit program. Support is available 8:00 a.m. to 5:00 p.m. Monday through Friday, except for state-observed holidays and from 8:30 a.m. to 10:00 a.m. on Mondays when ePermitting staff holds its weekly staff meeting. The general support structure shall be as follows:
 - 3.1.4.1. State ePermitting team provides technical support to participating city or county.
 - 3.1.4.2. Accela provides technical support to State ePermitting team.

In the event that the State team is unable to communicate a solution to the participating city or county, the State team will facilitate communication between Accela and participant.
- 3.1.5. BCD will provide software that fulfills the Jurisdiction's basic requirement for accepting and reviewing electronic plans.

3.2. Responsibilities of Jurisdiction.

- 3.2.1. Jurisdiction agrees to the requirements of Exhibit A.

3.2.2. Jurisdiction agrees to abide by the terms and conditions of the Software License set forth in Exhibit B.

3.2.3. Jurisdiction agrees to abide by the implementation model that is identified in Exhibit E.

4. COMPENSATION AND PAYMENT

4.1. Not-to-Exceed Compensation. The maximum, not-to-exceed compensation payable by Jurisdiction to BCD under this contract, which includes any allowable expenses, is \$50,000.00.

4.2. Invoicing. Jurisdiction's continued existing use shall not result in any costs payable to BCD. However, BCD may invoice Jurisdiction for additional services rendered under Exhibit E. BCD will submit all invoices to Jurisdiction upon completion of the services. Invoices must be paid within 30 days of receipt.

5. REPRESENTATIONS AND WARRANTIES.

5.1. Representations of Jurisdiction. Jurisdiction represents and warrants to BCD as follows:

5.1.1. Organization and Authority. Jurisdiction is a political subdivision of the State of Oregon (or an intergovernmental entity formed by political subdivisions of the State of Oregon under ORS Chapter 190) duly organized and validly existing under the laws of the State of Oregon. Jurisdiction has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder. Jurisdiction has assumed and administers a building inspection program under ORS 455.148 to ORS 455.153.

5.1.2. Due Authorization. The making and performance by Jurisdiction of this Agreement (1) have been duly authorized by all necessary action of Jurisdiction and (2) do not and will not violate any provision of any applicable law, rule, and regulation.

5.1.3. Binding Obligation. This Agreement has been duly executed and delivered by Jurisdiction and constitutes a legal, valid and binding obligation of Jurisdiction, enforceable according to its terms.

5.1.4. Jurisdiction has reviewed the ePermit Contract and ePermit System and is knowledgeable of the ePermit system functionality and performance and has entered into this Agreement based on its evaluation of the ePermit Contract and the ePermit System

5.2. Representations and Warranties of BCD. BCD represents and warrants to Jurisdiction as follows:

5.2.1. Organization and Authority. BCD is a division of DCBS, an agency of the state government and BCD has full power, authority and legal right to make this

Agreement and to incur and perform its obligations hereunder.

5.2.2. Due Authorization. The making and performance by BCD of this Agreement (1) have been duly authorized by all necessary action of BCD and DCBS and (2) do not and will not violate any provision of any applicable law, rule, and regulation.

5.2.3. Binding Obligation. This Agreement has been duly executed and delivered by BCD and constitutes a legal, valid and binding obligation of BCD and DCBS; it is enforceable according to its terms.

5.2.4. Performance Warranty. BCD will use its best efforts to provide Jurisdiction access to the ePermit System according to the ePermit contract. Notwithstanding the foregoing, Jurisdiction understands and agrees that the ePermit System is composed of software and services provided by third parties and BCD has no responsibility to Jurisdiction for the functionality or performance of the ePermit System.

5.3. The warranties set forth above are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

6. ACCESS TO RECORDS AND FACILITIES.

6.1. Records Access. DCBS, BCD, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives may access the books, documents, papers and records of the Jurisdiction that are directly related to this Agreement, for the purpose of making audits, examinations, excerpts, copies and transcriptions.

6.2. Retention of Records. Jurisdiction shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination of this Agreement.

6.3. Public Records. Jurisdiction is deemed the Custodian for the purposes of public records requests regarding requests related to Jurisdiction's building inspection program.

7. JURISDICTION DEFAULT.

Jurisdiction shall be in default under this Agreement upon the occurrence of any of the following events:

7.1. Jurisdiction fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein.

7.2. Any representation, warranty or statement made by Jurisdiction herein is untrue in any material respect when made.

8. BCD DEFAULT.

BCD shall be in default under this Agreement upon the occurrence of any of the following events:

- 8.1. BCD fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
- 8.2. Any representation, warranty or statement made by BCD herein is untrue in any material respect when made.

9. TERMINATION BY JURISDICTION.

Jurisdiction may terminate this Agreement in its entirety as follows:

- 9.1. For its convenience, upon at least six calendar months advance written notice to BCD, with the termination effective as of the first day of the month following the notice period;
- 9.2. Upon 30 days advance written notice to BCD, if BCD is in default under this Agreement and such default remains uncured at the end of said 30-day period or such longer period, if any, as Jurisdiction may specify in the notice; or
- 9.3. Immediately upon written notice to BCD, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that Jurisdiction no longer has the authority to meet its obligations under this Agreement.

10. TERMINATION BY BCD.

BCD may terminate this Agreement as follows:

- 10.1. For its convenience, upon at least twenty-four calendar months advance written notice to Jurisdiction, with the termination effective as of the first day of the month following the notice period.
- 10.2. Upon termination of the ePermit Contract with such reasonable notice to Jurisdiction as feasible under the terms of the ePermit Contract.
- 10.3. Immediately upon written notice to Jurisdiction if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that DCBS no longer has the authority to meet its obligations under this Agreement.
- 10.4. Upon 30 days advance written notice to Jurisdiction, if Jurisdiction is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as BCD may specify in the notice.
- 10.5. Immediately, in the event that Jurisdiction no longer administers and enforces a

building inspection program.

11. EFFECT OF TERMINATION.

11.1. No Further Obligation. Upon termination of this Agreement in its entirety, BCD shall have no further obligation to provide access to the ePermit System and related Services to Jurisdiction.

11.2. Survival. Termination or modification of this Agreement pursuant to sections 9 and 10 above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination, Jurisdiction shall immediately cease all activities under this Agreement, unless expressly directed otherwise by BCD in the notice of termination.

11.3. Minimize Disruptions. If a termination right set forth in section 9 or 10 is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

11.4. Jurisdiction Data. Jurisdiction may obtain a copy of all of its data related to its usage of ePermitting, for usage in a move into a Jurisdiction-administered electronic system, by submitting a written request to BCD as part of Jurisdiction's notice of termination, or within 60 days of termination of this agreement. BCD will request the data from Accela, and Accela will provide the data in the same format as the Accela database.

12. NOTICE.

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Jurisdiction or BCD at the addresses or numbers set forth on page one of this agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against BCD, any notice transmitted by facsimile must be confirmed by telephone notice to BCD's ePermitting Manager. To be effective against Jurisdiction, any notice transmitted by facsimile must be confirmed by telephone notice to Jurisdiction's Manager (e.g. County Court Judge, Board of Commissioners Chair, City Manager, County Administrator). Any communication or notice given by personal delivery shall be effective when actually delivered.

13. SEVERABILITY.

The parties agree that if any term or provision of this Agreement is declared by a

court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

14. COUNTERPARTS.

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

15. GOVERNING LAW, CONSENT TO JURISDICTION.

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between BCD (and/or any other division, agency or department of the State of Oregon) and Jurisdiction that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court in the State of Oregon of proper jurisdiction. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Jurisdiction, by execution of this agreement, hereby consents to the in personam jurisdiction of said courts.

16. COMPLIANCE WITH LAW.

The parties shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Agreement. All employers, including BCD and Jurisdiction, that employ subject workers who provide Services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.

17. ASSIGNMENT OF AGREEMENT, SUCCESSORS IN INTEREST.

The parties agree there will be no assignment or delegation of the Agreement, or of any interest in this Agreement, unless both parties agree in writing. The parties agree that no services required under this Agreement may be performed under subcontract unless both parties agree in writing. The provisions of this Agreement shall be binding upon and shall inure to the parties hereto, and their respective successors and permitted assignees.

18. NO THIRD-PARTY BENEFICIARIES.

BCD and Jurisdiction 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, indirectly or otherwise, to third persons any greater than the rights and benefits

enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

19. WAIVER.

The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

20. AMENDMENT.

No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required by the Department of Administrative Services and Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. Jurisdiction, by signature of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

21. HEADINGS.

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

22. CONSTRUCTION.

This Agreement is the product of extensive negotiations between BCD and representatives of Jurisdiction. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to the Agreement to the extent possible, consistent with the public interest.

23. INDEPENDENT CONTRACTOR.

The parties agree and acknowledge that their relationship is that of independent contracting parties and that neither party is an officer, employee, or agent of the other as those terms are used in ORS 30.265 or otherwise.

24. LIMITATION OF LIABILITY.

24.1. Jurisdiction agrees that BCD shall not be subject to any claim, action, or liability ARISING IN ANY MANNER WHATSOEVER OUT OF ANY ACT OR OMISSION, INTERRUPTION, OR CESSATION OF ACCESS OR SERVICE UNDER THIS AGREEMENT. THE STATE SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES SUSTAINED BY THE POLITICAL SUBDIVISION, INCLUDING, BUT NOT LIMITED TO, DELAY,

INTERRUPTION OF BUSINESS ACTIVITIES, OR LOST RECEIPTS THAT MAY RESULT IN ANY MANNER WHATSOEVER FROM ANY ACT OR OMISSION, INTERRUPTION, OR CESSATION OF SERVICE.

24.2. EXCEPT FOR LIABILITY ARISING UNDER SECTION 27 NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

25. FORCE MAJEURE.

Neither BCD nor Jurisdiction shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of BCD or Jurisdiction, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

26. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of all under this Agreement.

27. CONTRIBUTION

27.1. If any third party makes any claim or brings any action, suit or proceeding ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

27.2. With respect to a Third Party Claim for which BCD is jointly liable with the Jurisdiction (or would be if joined in the Third Party Claim), BCD shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Jurisdiction in such proportion as is appropriate to reflect the relative fault of BCD on the one hand and of the Jurisdiction on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of BCD on the one hand and of the Jurisdiction on the other hand shall be

determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. BCD's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if BCD had sole liability in the proceeding.

27.3. With respect to a Third Party Claim for which the Jurisdiction is jointly liable with BCD (or would be if joined in the Third Party Claim), the Jurisdiction shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by BCD in such proportion as is appropriate to reflect the relative fault of the Jurisdiction on the one hand and of BCD on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Jurisdiction on the one hand and of BCD on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Jurisdiction's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

28. AGREEMENT DOCUMENTS IN ORDER OF PRECEDENCE.

This Agreement consists of the following documents that are listed in descending order of precedence:

- This Agreement less all exhibits;
- Exhibit A - Jurisdiction Obligations
- Exhibit B - ePermit License Agreement
- Exhibit C - ePermit Contract (not attached, but made available to Jurisdiction)
- Exhibit D - Work Order Contract
- Exhibit E - Implementation Model

All attached and referenced exhibits are hereby incorporated by reference.

29. MERGER CLAUSE. This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind all parties unless in writing and

signed by both parties and all necessary State 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 BCD to enforce any provision of this Agreement shall not constitute a waiver by BCD of that or any other provision.

[Signatures on following page]

JURISDICTION, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT JURISDICTION HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

A. City of Sandy, Jurisdiction

By: _____ Date: _____
Printed Name: _____
Title: _____

B. State of Oregon, Acting by and through its Department of Consumer and Business Services, Building Codes Division

Reviewed By: _____ Date: _____
Printed Name: Dawn Bass
Title: Deputy Administrator

Executed By: _____ Date: _____
Printed Name: Miriha Aglietti
Title: Designated Procurement Officer

Approved Pursuant to ORS 279A.140
DEPARTMENT OF ADMINISTRATIVE SERVICES:

By: Not Required per OAR 125-246-0365(4)

Approved Pursuant to ORS 291.047
DEPARTMENT OF JUSTICE:

Template Approved via Email
By: Stephanie A. Schor, Senior Assistant Attorney General (GF0522-23)

Date: August 31, 2023

Exhibit A

Jurisdiction Obligations

Jurisdiction Software

As part of the state hosted system, any software being used by Jurisdiction to support either the building permitting system or any supplemental products being purchased from Accela, must be compatible with the Accela product.

Electronic Document Acceptance

Beginning January 1, 2025, Jurisdiction is required by administrative law to accept electronic plans. Agency will provide software that fulfills the basic ability to meet this requirement; however, Jurisdiction may independently source their own software.

If Jurisdiction uses the Agency-provided software, then Jurisdiction will be required to comply with all third-party agreements associated with the software and must notify Agency promptly of any non-compliance. Jurisdiction must also comply with all Agency-provided instructions on the use of the software, including instruction relating to installation and removal of the software. Jurisdiction must remove or destroy any or all copies of the software at Agency's request.

Product Features

Jurisdiction agrees to sell permits online through the ePermitting Portal. Jurisdiction agrees to offer online and IVR inspection scheduling for permits in an appropriate status.

Jurisdiction agrees to offer online submittal of plan documents at appropriate point(s) in the application process as dictated by the Jurisdiction's workflow associated with each record type.

Permit Numbering Scheme.

As a full-service participant, Jurisdiction agrees to include the pre-assigned three digit prefix to all permits covered by and processed through ePermitting system. Permits for any supplemental products purchased through Accela, hosted in the State of Oregon environment and being serviced through the State of Oregon ePortal must also use the three-digit prefix in the permit number. Permits for supplemental products purchased through Accela that will not be hosted or maintained on the Oregon platform and that are not serviced through the State of Oregon ePortal are not required to use the three-digit prefix.

Status and Result Codes.

All status and result codes such as inspections, plan review, permit issuance status will be pursuant to a statewide uniform system. Jurisdiction shall only use the uniform status and result codes.

Inspection Codes.

Inspection types for code required inspections must be consistent throughout the state. Unique inspection types must be requested through and assigned by the ePermitting staff.

Supplemental Products Purchased by Jurisdiction through Accela.

Any supplemental product such as, but not limited to, Land Use, Enforcement, Licensing, or

other services, may be licensed directly to Jurisdiction by Accela. Support services for the supplemental products fall outside of the scope of this Intergovernmental Agreement and are therefore provided through direct agreement with Accela or other service provider. Installation of supplemental products onto the State hosted servers cannot occur before the State ePermitting team begins active development of the building permitting module.

Version (Product) updates.

Migration from one product version of Accela Automation to another product version will be regulated and coordinated through BCD. Supplemental products will be required to migrate to the same version of the product at the same time as the product version for the building product module. After implementation, Jurisdiction is required to test the configuration against new versions of the product in the timeframe specified by BCD.

Exhibit B Software License Agreement

Note: DCBS through the ePermit Contract has the right to permit Jurisdictions to use the ePermit System software as set forth in Exhibit G, License Agreement, of the ePermit Contract. While the entire software license agreement between the State and Accela, Inc., including the added language in Amendment 7, has been provided here for continuity and ease of use, a participating city or county is only bound by Sections 3.1, 3.2, and 4 as specified in this Agreement.

<p>1. Parties ACCELA Accela, Inc.</p> <p>2633 Camino Ramon, Suite 120 Bishop Ranch 3 San Ramon, California 94583 Attention: Contracts Administration T: 925.659.3200 F: 925.407.2722 e-Mail: contractsadrnin@accela.com</p>	<p>CUSTOMER State of Oregon Department of Consumer & Business Services P.O. Box 14470 Salem, OR 97309 Attention: Building Codes Division T: (503)378-4100 F: (503)378-3989 e-Mail: chris.s.huntington@state.or.us</p>
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This License Agreement ("LA") is intended for the exclusive benefit of the Parties; except as expressly stated herein, nothing will be construed to create any benefits, rights, or responsibilities in any other parties.

2. Term and Termination

- 2.1 Term Provided that Customer signs and returns this LA to Accela **no later than August 8, 2008**, this LA is effective as of the date of Customers signature ("Effective Date") and will continue until terminated as provided herein.
- 2.2 Termination Either party may terminate if the other party materially breaches this LA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this LA, all rights granted to Customer are cancelled and revert to Accela.

3. Intellectual Property

- 3.1 License The software products ("Software") listed in Exhibit A are protected under the laws of the United States and the individual states and by international treaty provisions. Accela retains full ownership in the Software and grants to Customer a perpetual, limited, nonexclusive, nontransferable license to use the Software, subject to the following terms and conditions:

- 3.1.1 The Software is provided for use only by Customer employees. For the purposes of subsections 3.1, 3.2 and Sections 4 of this LA, Customer means: i)

the individual Jurisdiction with respect to its use of the Software, provided that the licensing fee has been paid for such Jurisdiction, and ii) the State of Oregon acting by and through its Department of Consumer and Business Services with respect to its use of the Software.

- 3.1.2 The Software may be installed on one or more computers but may not be used by more than the number of users for which the Customer has named user licenses. For the purposes of this License Agreement, the Customer has unlimited use, per department, of any license covered by this agreement. The Software is deemed to be in use when it is loaded into memory in a computer, regardless of whether a user is actively working with the Software. Accela may audit Customers use of the Software to ensure that Customer has paid for an appropriate number of licenses. Should the results of any such audit indicate that Customer's use of the Software exceeds its licensed allowance, Customer agrees to pay all costs of its overuse as determined using Accela's then-current pricing; any such assessed costs will be due and payable by Customer upon assessment. Customer agrees that Accela's assessment of overuse costs pursuant to this Subsection is not a waiver by Accela of any other remedies available to Accela in law and equity for Customer's unlicensed use of the Software.
- 3.1.3 Customer may make backup copies of the Software only to protect against destruction of the Software. With exception of the Entity Relationship Diagram and any other documentation reasonably-designated and specifically-marked by Accela as trade secret information not for distribution, Customer may copy Accela's documentation for use by those persons described in section 3.1.1, supra, provided that such use is for business purposes not inconsistent with the terms and conditions of this Licensing Agreement. "Trade Secret" has the meaning set forth in ORS 192.501(2)
- 3.1.4 Customer may not make any form of derivative work from the Software, although Customer is permitted to develop additional or alternative functionality for the Software using tools and/or techniques licensed to Customer by Accela.
- 3.1.5 Customer may not obscure, alter, or remove any confidentiality or proprietary rights notices.
- 3.1.6 Subject to the limitations of Article XI, § 7 of the Oregon Constitution and the Oregon Tort Claims Act (**ORS 30.260 through 30.300**), Customer is liable to Accela for any direct damages incurred as the result of unauthorized reproduction or distribution of the Software which occur while the Software is in Customer's possession or control.
- 3.1.7 Customer may use the Software only to process transactions relating to properties within both its own geographical and political boundaries and in counties contiguous to Oregon with populations below 100,000. Customer

may not sell, rent, assign, sublicense, lend, or share any of its rights under this LA.

- 3.1.8 Customer is entitled to receive the Software compiled (object) code and is licensed to use any data code produced through implementation and/or normal operation of the Software; Customer is not entitled to receive source code for the Software except pursuant to an Intellectual Property Escrow Agreement, which may be executed separately by the Parties. Accela and Customer will execute an Intellectual Property Escrow Agreement within 30 days of Contract execution.
- 3.1.9 All rights not expressly granted to Customer are retained by Accela.
- 3.1.10 Customers are allowed unlimited use, per department, of software products listed in Exhibit A, for in-scope record type categories defined in Attachment 1 to this LA In addition, each customer is allowed five (5) additional record types for activities that fall outside of the in-scope record type categories defined in Attachment 1 to this L.A., are delivered under the Building Department and are submitted to and approved by DCBS.

3.2 License Warranties

- 3.2.1 Accela warrants that it has full power and authority to grant this license and that, as of the effective date of this LA, the Software does not infringe on any existing intellectual property rights of any third party. If a third party claims that the Software does infringe, Accela may, at its sole option, secure for Customer the right to continue using the Software or modify the Software so that it does not infringe. Accela expressly agrees to defend, indemnify, and hold Customer harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses, including attorneys fees, and damages arising out of or related to any claims that the Software, or the Customers use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that Customer shall provide Accela with prompt written notice of any infringement claim. Accela will have the sole right to conduct the defense of any legal action and all negotiations for its settlement or compromise; provided, however, Accela shall not settle any claim against the Customer with the consent of Customer.
- 3.2.2 Accela has no obligation for any claim based upon a modified version of the Software or the combination or operation of the Software with any product, data, or apparatus not provided by Accela, with the exception of those products identified in Exhibit J. Accela provides no warranty whatsoever for any third-party hardware or software products.
- 3.2.3 Except as expressly set forth herein, Accela disclaims any and all express

and implied warranties, including but not necessarily limited to warranties of merchantability and fitness for a particular purpose.

3.3 Compensation

3.3.1 License Fees In exchange for the Software described hereinabove, Customer will pay to Accela the amounts indicated in Exhibit A3.

3.3.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. The payment terms of all invoices are net forty-five (45) calendar days from the dates of the invoices. Any payment not paid to Accela within said period will incur a late payment in an amount equal to two-thirds of one percent (.66%) per month (eight percent (8% per annum), on the outstanding balance from the billing date. Accela may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer. All payments to Contractor are subject to ORS 293.462

4. Confidentiality

4.1 Confidentiality and Nondisclosure. Each party acknowledges that it and its employees or agents may, in the course of performing its responsibilities under this LA, be exposed to or acquire information that is confidential to the other party or the other party's clients. Any and all information clearly marked confidential, or identified as confidential in a separate writing as confidential provided by one party or its employees or agents in the performance of this LA shall be deemed to be confidential information of the other party ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by the recipient of such information shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by the party acquiring such information) publicly known or is contained in a publicly available document; (b) is furnished by the party disclosing such information to others without restrictions similar to those imposed by this LA; (c) is rightfully in the receiving party's possession without the obligation of nondisclosure prior to the time of its disclosure under this LA; (d) is obtained from a source other than the discloser without the obligation of confidentiality, (e) is disclosed with the written consent of the disclosing party, or; (f) is independently developed by employees or agents of the receiving party who can be shown to have had no access to the Confidential Information.

4.2 The recipient of Confidential Information agrees to hold Confidential Information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own Confidential Information, and not to copy, reproduce,

sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than as contemplated by this LA or reasonably related thereto, including without limitation the use by Customer of Accela who need to access or use the System for any valid business purpose, and to advise each of its employees and Accela of their obligations to keep Confidential Information confidential.

- 4.3 Each party shall use commercially reasonable efforts to assist the other in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, each party shall advise the other immediately in the event it learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this LA and each party will at its expense cooperate with the other in seeking injunctive or other equitable relief in the name of the other against any such person.
- 4.4 Each party agrees that, except as provided in this LA or directed by the other, it will not at any time during or after the term of this LA disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this LA each party will turn over to the other all documents, papers and other matter in its possession which embody Confidential Information.
- 4.5 Each party acknowledges that breach of this Article VIII, including disclosure of any Confidential Information will give rise to irreparable injury which is inadequately compensable in damages. Accordingly, each party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Each party acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the other and are reasonable in scope and content.
- 4.6 Customers obligations under this Article VIII shall be subject to the Oregon Public Records Laws, ORS 192.410 through ORS 192.505.

Exhibit C
ePermitting Contract

The ePermitting contract is available, upon request, for the Jurisdiction to review.

Exhibit D

Work Order Contract

Under the terms and conditions of the ePermit System Agreement, DCBS may enter into a Work Order Contract for implementation services. Should implementation services be used for the implementation of a specific participating city or county, the provisions of that agreement will be provided here.

A Work Order Contract is not being used to implement this jurisdiction.

EXHIBIT E
IMPLEMENTATION
OREGON STANDARD MODEL

Third Party Components

The ePermitting system contains multiple components created and licensed by third parties. BCD cannot guarantee the continued support of these components, and may have to make changes to the system based upon changes made by the third party providers. BCD will provide prompt notice to Jurisdiction upon becoming aware of any necessary changes and will work to provide solutions with the least possible disruption of system usage.

Oregon Standard Model (OSM) includes:

- Standard Model Permits (records):
 - Commercial Agricultural Equine
 - Commercial Alarm Suppression Systems
 - Commercial & Residential Deferred Submittal
 - Commercial & Residential Demolition
 - Commercial & Residential Electrical
 - Commercial & Residential Investigation
 - Commercial & Residential Mechanical
 - Commercial & Residential Phased
 - Commercial & Residential Plumbing
 - Commercial RV Park or Manufactured Home Park
 - Commercial & Residential Structural
 - Commercial & Residential Research
 - Master Electrical Permits
 - Inquiry
 - Post Disaster
 - Residential 1 & 2 Family Dwelling
 - Residential Manufactured Dwelling
- Standard Model Reports include:
 - Application About to Expire (List and Letters to Applicant and Owner)
 - Permit About to Expire ((List and Letters to Applicant and Owner)
 - Usage
 - Configuration Reports
 - Fee by Account (Summary & Detail)
 - Invoice
 - Out of Balance
 - Payments Applied
 - Payments Not Applied

- Refunds Issued
- Payments Received
- Payments Summary
- School Construction Excise Tax
- Inspection Correction Notice
- Inspection Summary
- Inspections Assigned
- Recent Inspection Activity
- Monthly Permit Summary
- Monthly Permits Issued
- Monthly Permits Issued Valuation Report
- State Surcharge
- State Surcharge Details
- Balance Due
- Building Application
- Building Permit
- Certificate of Occupancy
- Fee Estimate
- Fee by Record
- Phased Authorization to Begin Work
- Plan Review Checklist
- Temporary Certificate of Occupancy
- Work Authorization
- Receipt

Use of “Consistent Form and Fee Methodology”

Use of Elavon “Converge” payment processor with US Bank for internet credit card processing in Accela Citizen Access (ACA); jurisdiction opens and maintains its own account.

- Optional Modules:
 - Onsite
 - Planning Tracking
 - Code Enforcement
 - Public Works

The first time these optional modules are implemented, BCD will provide implementation services at no cost. If for any reason these optional modules need to be reimplemented, BCD may invoice Jurisdiction for the reasonable costs of the implementation. Costs will depend upon the complexity of the work, but will not exceed \$5,000 per module implemented. BCD and Jurisdiction will agree on the costs prior to any implementation.

Oregon Standard Model Implementation includes:

- Importing jurisdiction’s fee schedule into Accela
- Data conversion from jurisdiction’s database

- ePermitting will provide documentation about how the data is to be formatted for loading
- ePermitting will work with jurisdiction to map the data from existing permitting system to Accela
- Jurisdiction is responsible for extracting data from existing system
- Address, Parcel, Owner Database Load
 - ePermitting will provide documentation about data format requirements
 - Jurisdiction will provide files containing Address, Parcel, Owner reference data for loading into ePermitting database
- Interfaces to Jurisdiction Systems (optional)
 - Financial
 - ePermitting will provide files with specified fields for interfaces to jurisdiction's on site systems
 - Jurisdiction will upload the files into their on site system
 - GIS
 - ESRI ArcGIS Server 10 or ESRI ArcGIS Server 10 sp 1
 - Future versions of Accela Software may require upgrades to ESRI software to maintain interface operability
- Training
 - ePermitting provides online weekly training via video conference.
 - Jurisdiction's "super users" will train other jurisdictional employees.
 - ePermitting will attend jurisdictions Go Live in person.
- Coordination with Accela
 - If Jurisdiction purchases other modules, such as Planning or Code Enforcement, directly from Accela and has them implemented by Accela, an independent contractor or by Jurisdiction staff, Jurisdiction must coordinate that implementation with ePermitting.
 - Coordination with ePermitting means including ePermitting staff in project management meetings with Jurisdiction and the party implementing the other modules.
- Third Party Jurisdictions
 - If Jurisdiction uses a third party building official and/or inspection agency, Jurisdiction shall run the third-party report provided with OSM and submit it with their program assumption Plans. ORS 455.148 (4).

IMPLEMENTATION OVERVIEW

The following list is a distilled version of the major tasks associated with implementation of ePermitting. The tasks run concurrently and can take varying amounts of time, however, this is a look at the things that Jurisdiction must complete. Of this list, testing is the major responsibility that will take some time to complete. The more thoroughly the Jurisdiction tests the system before Go Live, the smoother the transition will be when ePermitting begins.

Start Up

- Sign IGA
- Send “Contact Information” document and Logo
- Scan and send copies of permit applications
- Provide “Roles and Responsibilities” Document

Training

- Have “super users” complete all of the online training
- Assign targeted online training to specific staff

Finances

- Fill in the three financial documents:
 - General Accounting Practices
 - Settling & Balancing Procedures
 - Refunds
- Provide Project Manager with fee information
- Test fees that have been configured in the database
- Choose data to be included in financial interface,
 - Create or link an ftp site to which the financial data will be uploaded
 - Test and approve the transfer of data through the ftp site and into the financial system
- Set up a Converge account 1-2 weeks before Jurisdiction’s Go Live date.

Addresses

- Work with APO specialist to determine the requirements for the address/parcel file that will be loaded into Jurisdiction’s ePermitting database
- Provide the address file to APO specialist
- Test the addresses that are loaded into Jurisdiction’s database
- Approve the addresses in Jurisdiction’s database

Configuration

- Provide User spreadsheet and Inspector profiles

- Test applications
- Test workflow
- Test inspections

Data Conversion

- Talk with Project Manager about data conversion
- Determine which permits are open
- Map data
- Fill in conversion tables
- Test the converted data
- Approve the converted data

Reports

- Examine the existing reports
- If there are additional reports that you desire, discuss them with your Project Manager
- If additional reports are built, then test and approve them

IVR

- Fill out Set Up document and return to Project Manager
- Test and approve IVR

Training Overview

- Home Screen and Records Portlet
 - Orientation to Portlets – User, Quick Links, Alerts or My Tasks, Record List/Detail, My Navigation, and Reports
 - Alerts portlet – incoming ACA
 - Searching, sorting, CSV export, Quick Queries
 - My Navigation vs Go To dropdown menu

- Applications
 - Starting new records from the Back Office
 - Four A's: APO address/parcel/owner, ASI application specific information, Applicant, Automation of fees
 - Printing an application

- Fees
 - Adding and Invoicing fees – NEW fees DELETE vs. INVOICED fees VOID
 - Invoiced fees and ACA
 - Making payment and CASH payment types – best practice (payor, recording actual payment amount/change)
 - Partial payment (applying monies) and Pay More function
 - Printing/Emailing receipts – generating Invoice – reprinting from Documents

- Workflow – Permit Lifecycle
 - Workflow statuses – advancing workflow, TSI task specific info, record status relationship
 - Withdrawn vs Void
 - Parallel tasks at Ready for Plan Review
 - Automated emails notification from Workflow
 - Supervisor function
 - Auto-close of EMP at Final Inspection sign-off (optional)
 - Workflow history – show where it's at, what's included

- Special Record Types
 - Revision vs Additional Info Requested
 - Deferred submittals
 - Phased permitting
 - Temp C of O
 - C of O
 - CSC Certificate of Satisfactory Completion
 - Required elements for C of O – how to correct and rerun report

- Data Management
 - Cloning vs Copying

- Related records – at Intake, thru Cloning, after the fact
- Sets – 3 ways to create – Sets portlet, Record List, Related Records
- Conditions

- Reference Data
 - Reference vs Transactional – importance of making corrections and where, Synch to Reference option
 - People reference
 - APO reference – Inspection Districts, Parcel Attributes that should stop issuance

- “Day in the Life” walk-through
 - Alerts for Permit Techs and My Tasks for Inspectors/Plans Examiners

- Inspections
 - Daily load and printing Inspection Slips
 - Assigning, reassigning, canceling, deleting if unnecessary for Final
 - Resulting – introduce options for resulting (back office, Inspector App, IVR)

- Reports
 - Demonstrate what reports are available – Financial, Stats, State Surcharge
 - Quick Queries – information only, not training (as time allows)
 - Ad-hoc – information only, not training (as time allows)

- Advanced Money
 - Change in valuation
 - Making fee changes – Voiding fees to Credit – adding/voiding fee items that impact State Surcharge – show Assess Fee History and Payment History
 - Exceptional payment types
 - Financial batch file –reconciling exceptional payment types and transfers - account codes/GL and Agency financial process
 - Cash Balancing

- SCHEDULE - Contractor Training (in the field) – Coordinated and provided by Jerod Broadfoot at the Agency location*
- SCHEDULE - EDR (in the field)*

Regional IGA# 717945-01

INTERGOVERNMENTAL COOPERATION AGREEMENT
ePermit System and Services

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (“Agreement”) will become effective when all required signatures have been obtained by and between The State of Oregon, acting by and through the Department of Consumer and Business Services (DCBS), Building Codes Division (“BCD”) and the City of Sandy (“Jurisdiction”), a political subdivision of the State of Oregon. BCD and the Jurisdiction may collectively be referred to herein as the Parties and individually as the Party. The Parties enter into this Agreement to cooperate and share services pursuant to the authority granted under Oregon Laws 2013 Chapter 528 (SB 582). The purpose of this cooperation agreement is to encourage economic development through construction and to use experimentation and innovation for administration of building inspection programs. It is in the best interest of BCD and City of Sandy leaders to ensure that construction-related development activities proceed in a manner as quickly and efficiently as practical. Having a flexible and responsive system requires sufficient staff and resources to be available to construction businesses. By partnering together, BCD and the City of Sandy can explore new ways to maximize the use of scarce resources.

DCBS:

Celina Patterson,
ePermitting Manager
1535 Edgewater St NW
PO Box 14470
Salem, OR 97309
(503) 373-0855

Jurisdiction:

Kim Yamashita
City Manager
City of Sandy
39250 Pioneer Blvd
Sandy, OR 97055
(503) 489-2160

RECITALS

- A. Oregon Revised Statute ORS 455.095 provides that DCBS shall develop and implement a system that provides electronic access to building permitting information. The statute also requires DCBS to make the system accessible for use by municipalities in carrying out the building inspection programs administered and enforced by the municipalities.
- B. The Department of Administrative Services, State Procurement on behalf DCBS issued a Request for Proposal (RFP) for a statewide ePermit system and associated products and services (“ePermit System”). Accela, Inc. was the successful proposer. On or about August 8, 2008, DCBS and Accela, Inc. entered into a contract (“ePermit contract”) by which Accela, Inc. licensed to DCBS ePermitting system software, an IVR system and provided related configuration, implementation and hosting services (collectively the “ePermit System”).

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- C. The ePermit contract provided that the ePermit System and related Services would be available to municipalities (“Participating Jurisdictions”).
- D. BCD is the division of DCBS that implements and administers the ePermitting system.
- E. Jurisdiction has requested that BCD provide access to the ePermitting System and related Services to Jurisdiction and to implement the Jurisdiction as a Participating Jurisdiction as set forth in the ePermitting contract.
- E. BCD is willing, upon the terms of and conditions of this Agreement, to provide access to Jurisdiction to the ePermitting System and related Services and to implement Jurisdiction as provided herein.

AGREEMENT DOCUMENTS IN ORDER OF PRECEDENCE.

This Agreement consists of the following documents that are listed in descending order of precedence:

- This Agreement less all exhibits;
- Exhibit A - Jurisdiction Obligations
- Exhibit B - ePermit License Agreement
- Exhibit C - ePermit Contract (not attached, but made available to Jurisdiction)
- Exhibit D - (Work Order, if applicable)
- Exhibit E – Implementation Model, Overview and Checklist

All attached and referenced exhibits are hereby incorporated by reference.

1. DEFINITIONS.

- 1.1. As used in this Agreement, the following words and phrases shall have the indicated meanings.
- 1.2. “Agreement” means this Regional Partnership Agreement.
- 1.3. “ePermitting Contract” has the meaning set forth in Recital B and includes all amendments thereto.
- 1.4. “ePermit System” means the entire system including the ePermitting software licensed implemented and configured pursuant to the ePermit contract and related Services including hosting and IVR.
- 1.5. “Jurisdiction” has the meaning set forth in the first paragraph of this Agreement.

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2. TERM, RENEWAL AND MODIFICATIONS.

- 2.1. Term. This Agreement is effective, and will be considered fully executed, upon signature by both parties, and shall remain in effect until termination of this Contract as provided herein. Unless otherwise terminated as provided herein, this Contract will be in effect for the period that Jurisdiction administers and enforces a building inspection program. This Agreement will automatically renew in the event that the Jurisdiction's program assumption is renewed for an additional period.
- 2.2. Agreement Modifications. Notwithstanding the foregoing, or, any other provision of the Agreement, BCD may propose a modified Agreement or new intergovernmental agreement for Jurisdiction access to the ePermit System. BCD will propose such modified Agreement or new intergovernmental agreement with at least 60 days written notice prior to expiration of the Jurisdiction's current program assumption period. The new intergovernmental agreement or modified Agreement will be effective on the effective date of the renewal of Jurisdiction's program assumption. If the parties cannot agree to the new intergovernmental agreement or modified Agreement, this Agreement will terminate effective on the renewal date of Jurisdiction's program assumption. Additionally, during the term of this Agreement, BCD may propose modifications to this Agreement and which will become effective upon mutual agreement by the parties in accord with section 19 of this Agreement.

3. PERFORMANCE AND DELIVERY.**3.1 Responsibilities of BCD.**

- 3.1.1. BCD shall use its best efforts to provide Jurisdiction access to the ePermit System and related Services. BCD shall use its best effort to provide the Jurisdiction with satisfactory access on a parity with all other jurisdictions implemented by BCD to the ePermit System.
- 3.1.2. BCD will implement the Jurisdiction using the process according to the ePermitting Implementation Methodology set forth in Exhibit C, ePermit Contract and summarized in Exhibit E, Implementation Model, Overview and Checklist. In the event that a Work Order Contract is used to implement a specific city or county, a copy of that agreement shall be provided in Exhibit D, Work Order Contract.
- 3.1.3. Upon implementation, Jurisdiction will have access to the System and the functionality as described in the ePermit contract and determined during the implementation process.
- 3.1.4. BCD will provide technical support for the ePermit program. Support shall be provided to Jurisdiction 8:00 a.m. to 5:00 p.m. Monday

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through Friday, except for state observed holidays and from 8:30-10:00 am on Mondays when ePermitting staff holds its weekly staff meeting. The general support structure shall be as follows:

- 3.1.4.1. State ePermitting team provides technical support to participating city or county.
- 3.1.4.2. Accela provides technical support to State ePermitting team.

In the event that the State team is unable to communicate a solution to the participating city or county, the State team will facilitate communication between Accela and participant.

- 3.1.5. BCD will ensure that Accela annually certifies PCI compliance for the ePermitting Web portal.

3.2. Responsibilities of Jurisdiction.

- 3.2.1. Jurisdiction agrees to the requirements of Exhibit A, Jurisdiction Obligations.
- 3.2.2. Jurisdiction agrees to abide by the terms and conditions of the Software License set forth in Exhibit B.
- 3.2.3. Jurisdiction agrees to abide by the implementation model that is identified in Exhibit E.

4. REPRESENTATIONS AND WARRANTIES.

4.1 Representations of Jurisdiction. Jurisdiction represents and warrants to BCD as follows:

- 4.1.1. Organization and Authority. Jurisdiction is a political subdivision of the State of Oregon (or an intergovernmental entity formed by political subdivisions of the State of Oregon under ORS Chapter 190) duly organized and validly existing under the laws of the State of Oregon. Jurisdiction has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder. Jurisdiction has assumed and administers a building inspection program under ORS 455.148 to ORS 455.153.
- 4.1.2. Due Authorization. The making and performance by Jurisdiction of this Agreement (1) have been duly authorized by all necessary action of Jurisdiction and (2) do not and will not violate any provision of any applicable law, rule, and regulation.

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- 4.1.3. Binding Obligation. This Agreement has been duly executed and delivered by Jurisdiction and constitutes a legal, valid and binding obligation of Jurisdiction, enforceable according to its terms.
- 4.1.4. Jurisdiction has reviewed the ePermit contract and ePermit System and is knowledgeable of the ePermit system functionality and performance and has entered into this agreement based on its evaluation of the ePermit Contract and the ePermit System
- 4.2. Representations and Warranties of BCD. BCD represents and warrants to Jurisdiction as follows:
- 4.2.1. Organization and Authority. BCD is an agency of the state government and BCD has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- 4.2.2. Due Authorization. The making and performance by BCD of this Agreement (1) have been duly authorized by all necessary action of BCD and (2) do not and will not violate any provision of any applicable law, rule, and regulation.
- 4.2.3. Binding Obligation. This Agreement has been duly executed and delivered by BCD and constitutes a legal, valid and binding obligation of BCD, enforceable according to its terms.
- 4.2.4. Performance Warranty. BCD will use its best efforts to provide Jurisdiction access to the ePermit System and implement the Jurisdiction according to the ePermit contract and Exhibit E, Implementation Model, Overview and Checklist. Notwithstanding the foregoing, Jurisdiction understands and agrees that the ePermit System is composed of software and services provided by third parties and BCD has no responsibility to Jurisdiction for the functionality or performance of the ePermit System.
- 4.3. The warranties set forth above are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

5. ACCESS TO RECORDS AND FACILITIES.

- 5.1. Records Access. BCD, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of the Jurisdiction that are directly related to this Agreement, for the purpose of making audits, examinations, excerpts, copies and transcriptions.
- 5.2. Retention of Records. Jurisdiction shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law,

following the termination of this Agreement.

5.3. Public Records. Jurisdiction shall be deemed the Custodian for the purposes of public records requests regarding requests related to Jurisdiction's building inspection program.

6. JURISDICTION DEFAULT. Jurisdiction shall be in default under this Agreement upon the occurrence of any of the following events:

6.1. Jurisdiction fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein.

6.2. Any representation, warranty or statement made by Jurisdiction herein is untrue in any material respect when made.

7. BCD DEFAULT. BCD shall be in default under this Agreement upon the occurrence of any of the following events:

7.1. BCD fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or

7.2. Any representation, warranty or statement made by BCD herein is untrue in any material respect when made.

8. TERMINATION.

8.1. Jurisdiction Termination. Jurisdiction may terminate this Agreement in its entirety as follows:

8.1.1. For its convenience, upon at least six calendar months advance written notice to BCD, with the termination effective as of the first day of the month following the notice period;

8.1.2. Upon 30 days advance written notice to BCD, if BCD is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as Jurisdiction may specify in the notice; or

8.1.3. Immediately upon written notice to BCD, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that Jurisdiction no longer has the authority to meet its obligations under this Agreement.

9. DCBS, BCD TERMINATION. BCD may terminate this Agreement as follows:

9.1. For its convenience, upon at least twenty-four calendar months advance written notice to Jurisdiction, with the termination effective as of the first day of the month following the notice period.

9.2. Upon termination of the ePermit Contract with such reasonable notice to

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Jurisdiction as feasible under the terms of the ePermit Contract.

- 9.3. Immediately upon written notice to Jurisdiction if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that BCD no longer has the authority to meet its obligations under this Agreement.
- 9.4. Upon 30 days advance written notice to Jurisdiction, if Jurisdiction is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as BCD may specify in the notice.
- 9.5. Immediately, in the event that Jurisdiction no longer administers and enforces a building inspection program.

10. EFFECT OF TERMINATION.

- 10.1. No Further Obligation. Upon termination of this Agreement in its entirety, BCD shall have no further obligation to provide access to the ePermit System and related Services to Jurisdiction.
 - 10.2. Survival. Termination or modification of this Agreement pursuant to sections 8 and 9 above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination, Jurisdiction shall immediately cease all activities under this Agreement, unless expressly directed otherwise by BCD in the notice of termination.
 - 10.3. Minimize Disruptions. If a termination right set forth in section 8 or 9 is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.
 - 10.4. Jurisdiction Data. Jurisdiction may obtain a copy of data related to its building inspection program, in an industry accepted standard format. BCD shall request the data from Accela within 5 business days of the request for the data.
- 11. NOTICE.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Jurisdiction or BCD at the addresses or numbers set forth on page one of this agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the

recipient. To be effective against BCD, any notice transmitted by facsimile must be confirmed by telephone notice to BCD's ePermitting Manager. To be effective against Jurisdiction, any notice transmitted by facsimile must be confirmed by telephone notice to Jurisdiction's City Manager or County Administrative Officer. Any communication or notice given by personal delivery shall be effective when actually delivered.

- 12. SEVERABILITY.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 13. COUNTERPARTS.** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- 14. GOVERNING LAW, CONSENT TO JURISDICTION.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between BCD (and/or any other agency or department of the State of Oregon) and Jurisdiction that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court in the State of Oregon of proper jurisdiction. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. JURISDICTION, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
- 15. COMPLIANCE WITH LAW.** The parties shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Agreement. All employers, including BCD and Jurisdiction, that employ subject workers who provide Services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
- 16. ASSIGNMENT OF AGREEMENT, SUCCESSORS IN INTEREST.** The parties agree there will be no assignment or delegation of the Agreement, or of any interest in this Agreement, unless both parties agree in writing. The parties agree that no services required under this Agreement may be performed under subcontract unless both parties agree in writing. The provisions of this Agreement shall be binding upon and shall inure to the parties hereto, and their respective successors and permitted assignees.
- 17. NO THIRD PARTY BENEFICIARIES.** BCD and Jurisdiction are the only

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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, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

- 18. WAIVER.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
- 19. AMENDMENT.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required by the Department of Administrative Services and Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. Jurisdiction, by signature of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- 20. HEADINGS.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
- 21. CONSTRUCTION.** This Agreement is the product of extensive negotiations between BCD and representatives of Jurisdiction. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to the Agreement to the extent possible, consistent with the public interest.
- 22. INDEPENDENT CONTRACTOR.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that neither party is an officer, employee, or agent of the other as those terms are used in ORS 30.265 or otherwise.
- 23. LIMITATION OF LIABILITY.**
- 23.1. Jurisdiction agrees that BCD shall not be subject to any claim, action, or liability ARISING IN ANY MANNER WHATSOEVER OUT OF ANY ACT OR OMISSION, INTERRUPTION, OR CESSATION OF ACCESS OR SERVICE UNDER THIS AGREEMENT. THE STATE SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES SUSTAINED BY THE POLITICAL SUBDIVISION, INCLUDING, BUT NOT LIMITED TO, DELAY, INTERRUPTION OF BUSINESS ACTIVITIES, OR LOST RECEIPTS THAT MAY RESULT IN ANY MANNER WHATSOEVER FROM ANY ACT OR OMISSION, INTERRUPTION, OR CESSATION OF SERVICE.

23.2. EXCEPT FOR LIABILITY ARISING UNDER SECTION 26 NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

24. FORCE MAJEURE. Neither BCD nor Jurisdiction shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of BCD or Jurisdiction, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

25. TIME IS OF THE ESSENCE. Time is of the essence in the performance of all under this Agreement.

26. CONTRIBUTION

26.1. If any third party makes any claim or brings any action, suit or proceeding ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

26.2. With respect to a Third Party Claim for which BCD is jointly liable with the Jurisdiction (or would be if joined in the Third Party Claim), BCD shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Jurisdiction in such proportion as is appropriate to reflect the relative fault of BCD on the one hand and of the Jurisdiction on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of BCD on the one hand and of the Jurisdiction on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. BCD's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if BCD had sole liability in the proceeding.

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26.3. With respect to a Third Party Claim for which the Jurisdiction is jointly liable with BCD (or would be if joined in the Third Party Claim), the Jurisdiction shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by BCD in such proportion as is appropriate to reflect the relative fault of the Jurisdiction on the one hand and of BCD on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Jurisdiction on the one hand and of BCD on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Jurisdiction's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

27.

MERGER CLAUSE. This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary State 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 BCD to enforce any provision of this Agreement shall not constitute a waiver by BCD of that or any other provision.

JURISDICTION, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT JURISDICTION HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

A. Jurisdiction

By: Kim E Yamashita Date: 2/14/18
Printed Name: Kim E. YAMASHITA
Title: City Manager

By: [Signature] Date: _____
Printed Name: _____
Title: _____

By: _____ Date: _____
Printed Name: _____
Title: _____

B. State of Oregon, Acting by and through its Department of Consumer and Business Services, Building Codes Division

By: [Signature] Date: 2/16/18
Printed Name: Chris Huntington
Title: Deputy Administrator

C. State of Oregon, acting by and through its Department of Consumer and Business Services, Building Codes Division

By: [Signature] Date: 2/20/18
Printed Name: Celina Patten
Title: ePermitting Manager

Exhibit A Jurisdiction Obligations

Jurisdiction Software

As part of the state hosted system, any software being used by Jurisdiction to support either the building permitting system or any supplemental products being purchased from Accela, must be compatible with the Accela product.

Product Features

Jurisdiction agrees to sell permits online through the ePermitting Portal. Jurisdiction agrees to offer online and IVR inspection scheduling for permits in an appropriate status. Jurisdiction agrees to offer online submittal of plan documents at appropriate point(s) in the application process as dictated by the Jurisdiction's workflow associated with each record type.

Permit Numbering Scheme.

As a full service participant, Jurisdiction agrees to include the pre-assigned three digit prefix to all permits covered by and processed through ePermitting system. Permits for any supplemental products purchased through Accela, hosted in the State of Oregon environment and being serviced through the State of Oregon ePortal must also use the three-digit prefix in the permit number. Permits for supplemental products purchased through Accela that will not be hosted or maintained on the Oregon platform and that are not serviced through the State of Oregon ePortal are not required to use the three-digit prefix.

Status and Result Codes.

All status and result codes such as inspections, plan review, permit issuance status will be pursuant to a statewide uniform system. Jurisdiction shall only use the uniform status and result codes.

Inspection Codes.

Inspection types for code required inspections must be consistent throughout the state. Unique inspection types must be requested through and assigned by the ePermitting staff.

Supplemental Products Purchased by Jurisdiction through Accela.

Any supplemental product such as, but not limited to, Land Use, Enforcement, Licensing or other services, are licensed directly to Jurisdiction by Accela. Support services for the supplemental products fall outside of the scope of this Intergovernmental Agreement and are therefore provided through direct agreement with Accela or other service provider. Installation of supplemental products onto the State hosted servers cannot occur before the State ePermitting team begins active development of the building permitting module.

Version (Product) updates.

Migration from one product version of Accela Automation to another product version will be regulated and coordinated through BCD. Supplemental products will be required to migrate to the same version of the product at the same time as the product version for the building product module. After implementation, Jurisdiction is required to test the configuration against new versions of the product in the timeframe specified by BCD.

Exhibit B Software License Agreement

Note: DCBS through the ePermit Contract has the right to permit Jurisdictions to use the ePermit System software as set forth in Exhibit G, License Agreement, of the ePermit Contract. While the entire software license agreement between the State and Accela, Inc., including the added language in Amendment 7, has been provided here for continuity and ease of use, a participating city or county is only bound by Sections 3.1, 3.2, and 4 as specified in this Agreement.

- | | |
|--|--|
| <p>1. Parties ACCELA
Accela, Inc.

2633 Camino Ramon, Suite
120 Bishop Ranch 3
San Ramon, California
94583 Attention: Contracts
Administration T: 925.659.3200
F: 925.407.2722
e-Mail: contractsadmin@accela.com</p> | <p>CUSTOMER
State of Oregon
Department of Consumer & Business
Services P.O. Box 14470
Salem, OR 97309
Attention: Building Codes
Division T: (503)378-4100 F:
(503)378-3989
e-Mail: chris.s.huntington@oregon.gov</p> |
|--|--|

This License Agreement ("LA") is intended for the exclusive benefit of the Parties; except as expressly stated herein, nothing will be construed to create any benefits, rights, or responsibilities in any other parties.

2. Term and Termination

- 2.1 Term Provided that Customer signs and returns this LA to Accela **no later than August 8, 2008**, this LA is effective as of the date of Customers signature ("Effective Date") and will continue until terminated as provided herein.
- 2.2 Termination Either party may terminate if the other party materially breaches this LA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this LA, all rights granted to Customer are cancelled and revert to Accela.

3 Intellectual Property

- 3.1 License The software products ("Software") listed in Exhibit A are protected under the laws of the United States and the individual states and by international treaty provisions. Accela retains full ownership in the Software and grants to Customer a perpetual, limited, nonexclusive, nontransferable license to use the Software, subject to the following terms and conditions:
- 3.1.1 The Software is provided for use only by Customer employees. For the purposes of subsections 3.1, 3.2 and Sections 4 of this LA, Customer means: i) the

individual Jurisdiction with respect to its use of the Software, provided that the licensing fee has been paid for such Jurisdiction, and ii) the State of Oregon acting by and through its Department of Consumer and Business Services with respect to its use of the Software.

- 3.1.2 The Software may be installed on one or more computers but may not be used by more than the number of users for which the Customer has named user licenses. For the purposes of this License Agreement, the Customer has unlimited use, per department, of any license covered by this agreement. The Software is deemed to be in use when it is loaded into memory in a computer, regardless of whether a user is actively working with the Software. Accela may audit Customer's use of the Software to ensure that Customer has paid for an appropriate number of licenses. Should the results of any such audit indicate that Customer's use of the Software exceeds its licensed allowance, Customer agrees to pay all costs of its overuse as determined using Accela's then-current pricing; any such assessed costs will be due and payable by Customer upon assessment. Customer agrees that Accela's assessment of overuse costs pursuant to this Subsection is not a waiver by Accela of any other remedies available to Accela in law and equity for Customer's unlicensed use of the Software.
- 3.1.3 Customer may make backup copies of the Software only to protect against destruction of the Software. With exception of the Entity Relationship Diagram and any other documentation reasonably-designated and specifically-marked by Accela as trade secret information not for distribution, Customer may copy Accela's documentation for use by those persons described in section 3.1.1, supra, provided that such use is for business purposes not inconsistent with the terms and conditions of this Licensing Agreement. "Trade Secret" has the meaning set forth in ORS 192.501(2)
- 3.1.4 Customer may not make any form of derivative work from the Software, although Customer is permitted to develop additional or alternative functionality for the Software using tools and/or techniques licensed to Customer by Accela.
- 3.1.5 Customer may not obscure, alter, or remove any confidentiality or proprietary rights notices.
- 3.1.6 Subject to the limitations of Article XI, § 7 of the Oregon Constitution and the Oregon Tort Claims Act (**ORS 30.260 through 30.300**), Customer is liable to Accela for any direct damages incurred as the result of unauthorized reproduction or distribution of the Software which occur while the Software is in Customer's possession or control.
- 3.1.7 Customer may use the Software only to process transactions relating to properties within both its own geographical and political boundaries and in counties contiguous to Oregon with populations below 100,000. Customer may not sell, rent, assign, sublicense, lend, or share any of its rights under this LA.

- 3.1.8 Customer is entitled to receive the Software compiled (object) code and is licensed to use any data code produced through implementation and/or normal operation of the Software; Customer is not entitled to receive source code for the Software except pursuant to an Intellectual Property Escrow Agreement, which may be executed separately by the Parties. Accela and Customer will execute an Intellectual Property Escrow Agreement within 30 days of Contract execution.
- 3.1.9 All rights not expressly granted to Customer are retained by Accela.
- 3.1.10 Customers are allowed unlimited use, per department, of software products listed in Exhibit A, for in-scope record type categories defined in Attachment 1 to this LA. In addition, each customer is allowed five (5) additional record types for activities that fall outside of the in-scope record type categories defined in Attachment 1 to this L.A., are delivered under the Building Department and are submitted to and approved by DCBS.

3.2 License Warranties

- 3.2.1 Accela warrants that it has full power and authority to grant this license and that, as of the effective date of this LA, the Software does not infringe on any existing intellectual property rights of any third party. If a third party claims that the Software does infringe, Accela may, at its sole option, secure for Customer the right to continue using the Software or modify the Software so that it does not infringe. Accela expressly agrees to defend, indemnify, and hold Customer harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses, including attorneys fees, and damages arising out of or related to any claims that the Software, or the Customers use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that Customer shall provide Accela with prompt written notice of any infringement claim. Accela will have the sole right to conduct the defense of any legal action and all negotiations for its settlement or compromise; provided, however, Accela shall not settle any claim against the Customer without the consent of Customer.
- 3.2.2 Accela has no obligation for any claim based upon a modified version of the Software or the combination or operation of the Software with any product, data, or apparatus not provided by Accela, with the exception of those products identified in Exhibit J. Accela provides no warranty whatsoever for any third-party hardware or software products.
- 3.2.3 Except as expressly set forth herein, Accela disclaims any and all express and implied warranties, including but not necessarily limited to warranties of merchantability and fitness for a particular purpose.

3.3 Compensation

3.3.1 License Fees In exchange for the Software described hereinabove, Customer will pay to Accela the amounts indicated in Exhibit A3.

3.3.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. The payment terms of all invoices are net forty-five (45) calendar days from the dates of the invoices. Any payment not paid to Accela within said period will incur a late payment in an amount equal to two-thirds of one percent (.66%) per month (eight percent (8% per annum), on the outstanding balance from the billing date. Accela may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer. All payments to Contractor are subject to ORS 293.462

4. Confidentiality

- 4.1 Confidentiality and Nondisclosure. Each party acknowledges that it and its employees or agents may, in the course of performing its responsibilities under this LA, be exposed to or acquire information that is confidential to the other party or the other party's clients. Any and all information clearly marked confidential, or identified as confidential in a separate writing as confidential provided by one party or its employees or agents in the performance of this LA shall be deemed to be confidential information of the other party ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by the recipient of such information shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by the party acquiring such information) publicly known or is contained in a publicly available document; (b) is furnished by the party disclosing such information to others without restrictions similar to those imposed by this LA; (c) is rightfully in the receiving party's possession without the obligation of nondisclosure prior to the time of its disclosure under this LA; (d) is obtained from a source other than the discloser without the obligation of confidentiality, (e) is disclosed with the written consent of the disclosing party, or; (f) is independently developed by employees or agents of the receiving party who can be shown to have had no access to the Confidential Information.
- 4.2 The recipient of Confidential Information agrees to hold Confidential Information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own Confidential Information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than as contemplated by this LA or reasonably related thereto, including without limitation the use by Customer of Accela who need to access or use the System for any valid business purpose, and to advise each of its employees and Accela of their obligations to keep Confidential Information confidential.

- 4.3 Each party shall use commercially reasonable efforts to assist the other in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, each party shall advise the other immediately in the event it learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this LA and each party will at its expense cooperate with the other in seeking injunctive or other equitable relief in the name of the other against any such person.
- 4.4 Each party agrees that, except as provided in this LA or directed by the other, it will not at any time during or after the term of this LA disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this LA each party will turn over to the other all documents, papers and other matter in its possession which embody Confidential Information.
- 4.5 Each party acknowledges that breach of this Article VIII, including disclosure of any Confidential Information will give rise to irreparable injury which is inadequately compensable in damages. Accordingly, each party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Each party acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the other and are reasonable in scope and content.
- 4.6 Customers obligations under this Article VIII shall be subject to the Oregon Public Records Laws, ORS 192.410 through ORS 192.505.

Exhibit C
ePermitting Contract

The epermitting contract is available, upon request, for the Jurisdiction to review.

Exhibit D
Work Order Contract

Under the terms and conditions of the ePermit System Agreement, BCD has the ability to enter into a Work Order Contract for implementation services. Should implementation services be used for the implementation of a specific participating city or county, the provisions of that agreement will be provided here.

A Work Order Contract is not being used to implement this jurisdiction.

Exhibit E

IMPLEMENTATION

OREGON STANDARD MODEL

Oregon Standard Model (OSM), version 3 includes:

- Standard Model Permits (records)
 - Exemption Tracking Record
 - Commercial Alarm Suppression Systems
 - Commercial & Residential Deferred Submittal
 - Commercial & Residential Demolition
 - Commercial & Residential Electrical
 - Commercial & Residential Investigation
 - Commercial & Residential Mechanical
 - Commercial & Residential Phased
 - Commercial & Residential Plumbing
 - Commercial RV Park or Manufactured Home Park
 - Commercial & Residential Septic – DEQ
 - Commercial & Residential Site Development
 - Commercial & Residential Structural
 - Commercial & Residential Research
 - Driveway (if used counts as 1 out of scope)
 - Inquiry
 - Post Disaster
 - Residential 1 & 2 Family Dwelling
 - Residential Manufactured Dwelling
- Standard Model Reports
 - Application About to Expire (List and Letters to Applicant and Owner)
 - Permit About to Expire ((List and Letters to Applicant and Owner)
 - Usage
 - Configuration Reports

- Fee by Account (Summary & Detail)
- Invoice
- Out of Balance
- Payments Applied
- Payments not Applied
- Refunds Issued
- Payments Received
- Payments Summary
- School Construction Excise Tax
- Inspection Correction Notice
- Inspection Summary
- Inspections Assigned
- Recent Inspection Activity
- Monthly Permit Summary
- Monthly Permits Issued
- Monthly Permits Issued Valuation Report
- State Surcharge
- State Surcharge Details
- Balance Due
- Building Application
- Building Permit
- Certificate of Occupancy
- Fee Estimate
- Fee by Record
- Phased Authorization to Begin Work
- Plan Review Checklist
- Temporary Certificate of Occupancy
- Work Authorization
- Receipt

Use of “Consistent Form and Fee Methodology”

Use of Elavon “Converge” payment processor with US Bank for internet credit card processing in Accela Citizen Access (ACA)

Oregon Standard Model Implementation includes:

- Optional “Out of scope” (non-building department) permits: tracking record for Planning fees, applications and activities; tracking record for Public Works fees. Applications and activities.
- Importing jurisdiction’s fee schedule into Accela
- Data conversion
- Address, Parcel, Owner Database Load
 - ePermitting will provide documentation about how data is to be formatted
 - Jurisdiction will provide files containing Address, Parcel, Owner reference data for loading into ePermitting database
- Interfaces to Jurisdiction Systems (optional)
 - Financial
 - ePermitting will provide files with specified fields for interfaces to jurisdiction’s on site systems
 - Jurisdiction will upload the files into their on site system
 - GIS

- ESRI ArcGIS Server 10 or ESRI ArcGIS Server 10 sp 1
- Future versions of Accela Software may require upgrades to ESRI software to maintain interface operability
- **Training**
 - ePermitting provides online training sessions through Go To Meeting; there will be in person training for contractors and inspectors and a person will be present on the first day of Go Live.
 - Jurisdiction’s “super users” will train other jurisdictional employees
- **Administrative Responsibilities**
 - State may provide limited training on administrative system administrative tools, allowing Jurisdiction to manage its users, fees, inspection calendars and email alerts; Jurisdiction may also write reports that can be run against the data warehouse.
 - ePermitting reserves the right to turn off administrative tools and rights if Jurisdiction’s use of the tools is causing problems to the system or if Jurisdiction does not have a trained system administrator.
- **Coordination with Accela**
 - If Jurisdiction purchases other modules, such as Planning or Code Enforcement, from Accela and has them implemented by Accela, an independent contractor or by Jurisdiction staff, Jurisdiction must coordinate that implementation with ePermitting.
 - Coordination with ePermitting means including ePermitting staff in project management meetings with Jurisdiction and the party implementing the other modules.
- **Third Party Jurisdictions**
 - If Jurisdiction uses a third party building official and/or inspection agency, Jurisdiction shall run the third party report provided with OSM and submit it with their program assumption Plans. ORS 455.148 (4).

IMPLEMENTATION OVERVIEW

The following list is a distilled version of the major tasks associated with an implementation of ePermitting. The tasks run concurrently and can take varying amounts of time, however, this is a look at the things that you will need to do as we proceed. Of this list, testing is the major responsibility that will take some time to complete. The more thoroughly you test the system before Go Live, the smoother the transition will be when you do start up with ePermitting.

Start Up

- Sign IGA
- Send “Contact Information” document and Logo
- Scan and send copies of permit applications
- Provide “Roles and Responsibilities” Document

Training

- Have “super users” complete all of the online training
- Assign targeted online training to specific staff

Finances

- Fill in the three financial documents:
 - General Accounting Practices
 - Settling & Balancing Procedures
 - Refunds
- Provide Project Manager with your fee information
- Test your fees that have been configured in the database
- If you are going to have a financial interface, you will need to identify which data you want to have uploaded to your financial database.
 - You will need an ftp site to which the financial data will be uploaded
 - You will need to test and approve the transfer of data through the ftp site and into your financial system
- Set up a Converge account 1-2 weeks before your Go Live date.

Addresses

- Work with APO specialist to determine the requirements for the address/parcel file that will be loaded into your ePermitting database
- Provide the address file to APO specialist
- Test the addresses that are loaded into your database
- Approve the addresses in your database

Configuration

- Provide User spreadsheet and Inspector profiles
- Test applications
- Test workflow
- Test inspections

Data Conversion

- Talk with Project Manager about data conversion
- Determine which permits are open
- Map data
- Fill in conversion tables
- Test the converted data
- Approve the converted data

GIS/Other System Interfaces (if desired)

- Provide Project Manager documentation on GIS/other system
- Work with Project Manager on setting up interface
- Test interface
- Approve interface

Reports

- Examine the existing reports
- If there are additional reports that you desire, discuss them with your Project Manager
- If additional reports are built, test and approve them

IVR

- Fill out Set Up document and return to Project Manager
- Test and approve IVR

Training Overview

Home Screen and Records Portlet

Training documents provided: Introduction of the online Desk Manual

- Orientation to Portlets – User, Quick Links, Alerts or My Tasks, Record List/Detail, My Navigation, and Reports
- Alerts portlet – incoming ACA
- Searching, sorting, CSV export, Quick Queries
- My Navigation vs Go To dropdown menu

Applications

Training documents provided: NONE

- Starting new records from the Back Office
- Four A's: APO address/parcel/owner, ASI application specific information, Applicant, Automation of fees
- Printing an application

Fees

Training documents provided: NONE

- Adding and Invoicing fees – NEW fees DELETE vs. INVOICED fees VOID
- Invoiced fees and ACA
- Making payment and CASH payment types – best practice (payor, recording actual payment amount/change)
- Partial payment (applying monies) and Pay More function
- Printing/Emailing receipts – generating Invoice – reprinting from Documents

Workflow – Permit Lifecycle

Training documents provided: Accela Automated Email_7.3.1, Accela Automated Emails_SAMPLES

- Workflow statuses – advancing workflow, TSI task specific info, record status relationship
- Withdrawn vs Void
- Parallel tasks at Ready for Plan Review
- Automated emails notification from Workflow

- Supervisor function
- Auto-close of EMP at Final Inspection sign-off (optional)
- Workflow history – show where it's at, what's included

- Special Record Types
 - Training documents provided: Deferred/Phased Training Notes, Generate Reports on Converted Records & Others*
 - Revision vs Additional Info Requested
 - Deferred submittals
 - Phased permitting
 - Temp C of O
 - C of O
 - CSC Certificate of Satisfactory Completion
 - Required elements for C of O – how to correct and rerun report

- Data Management
 - Training documents provided: Addressing Special Conditions*
 - Cloning vs Copying
 - Related records – at Intake, thru Cloning, after the fact
 - Sets – 3 ways to create – Sets portlet, Record List, Related Records
 - Conditions

- Reference Data
 - Training documents provided: People Reference Training, Adding and Maintaining APO records in Property Reference, Parcel Genealogy (no direct training provided, only for their reference)*
 - Reference vs Transactional – importance of making corrections and where, Synch to Reference option
 - People reference
 - APO reference – Inspection Districts, Parcel Attributes that should stop issuance

- "Day in the Life" walk-through
 - Training documents provided: NONE*
 - Alerts for Permit Techs and My Tasks for Inspectors/Plans Examiners

- Inspections
 - Training documents provided: Field Technology available for Accela*
 - Daily load and printing Inspection Slips
 - Assigning, reassigning, canceling, deleting if unnecessary for Final
 - Resulting – introduce options for resulting (back office, Inspector App, IVR)

- Reports
 - Training documents provided: NONE*
 - Demonstrate what reports are available – Financial, Stats, State Surcharge
 - Quick Queries – information only, not training (as time allows)
 - Ad-hoc – information only, not training (as time allows)

Advanced Money

Training documents provided: Payment Processing Cases – Financial Training, Refunds in Accela Back Office, Accela Nightly Balancing, Valuation Requirements by Work_Record Type

- Change in valuation
 - Making fee changes – Voiding fees to Credit – adding/voiding fee items that impact State Surcharge – show Assess Fee History and Payment History
 - Exceptional payment types
 - Financial batch file –reconciling exceptional payment types and transfers - account codes/GL and Agency financial process
 - Cash Balancing
-
- SCHEDULE - Contractor Training (in the field) – Coordinated and provided by Jerod Broadfoot at the Agency location*
 - SCHEDULE - EDR (in the field) – Only if they elect to do electronic plan review – coordinated and provided by Jerod Broadfoot at the Agency location*

Meeting Type: City Council
Meeting Date: March 18, 2024
From: Jenny Coker, Public Works Director
Subject: Revised IGA with Regional Water Providers Consortium

DECISION TO BE MADE:

Whether to authorize the City Manager to enter into a revised intergovernmental agreement with the Regional Water Providers Consortium.

BACKGROUND / CONTEXT:

The [Regional Water Providers Consortium](#) (Consortium) IGA was first developed and adopted by individual members in 1996 to endorse the Regional Water Supply Plan and form the Consortium. Today, there are 25 members of the Consortium include the Cities of Beaverton, Cornelius, Forest Grove, Gladstone, Gresham, Hillsboro, Lake Oswego, Milwaukie, Newberg, Portland, Sandy, Scappoose, Sherwood, Tigard, Troutdale, Tualatin, Wilsonville, Clackamas River Water, Oak Lodge Water Services, Raleigh Water District, Rockwood Water PUD, South Fork Water Board, Sunrise Water Authority, Tualatin Valley Water District, and West Slope Water District.

The IGA was last updated and adopted in 2005. Since then, the organization has grown and evolved requiring a need to update the IGA. The Consortium and its members have conducted a thorough review and update of the Consortium IGA language. At its meeting on October 4, 2023, the Consortium Board unanimously approved the IGA with a recommendation that Consortium members' individual board, council, or commission approve the amended and restated IGA of the Regional Water Providers Consortium (2023). Currently, each voting member of the Consortium is a signatory to the IGA. The updated IGA will require all voting and non-voting member (participant) approval.

Each individual member board, council or commission must approve and sign the amended and restated IGA of the Regional Water Providers Consortium (2023) no later than June 30, 2024.

Summary of Changes in Revised IGA

- New and updated definitions added including types of members: "Associate Member" and "Full Member" and defines "Region."
- Removal of outdated Metro references from when the Consortium was formed.
- Update of purposes of Consortium to align with Mission Statement and Strategic Plan.
- Update of Participant language regarding "Associate Members."
- Update of withdrawal language to encourage timely notification.
- Update to dues language (primarily for "Associate Members").

- Added obligation and Board authority to maintain a Strategic Plan to guide its work and removed obligation to update Regional Water Supply Plan.
- Added language regarding the roles and responsibilities of the Executive Committee.
- Update to language to reflect current best practices for agreements.

KEY CONSIDERATIONS / ANALYSIS:

The Consortium has been a valuable resource for the City for many years, providing water conservation, education and communication materials, as well as coordination and advisory capacity through their technical, conservation and emergency response committees. City staff participated in a regional emergency Table Top exercise “Curtailed your Enthusiasm” in June of 2022 that was instrumental in practicing for the Bull Run fire impacts that occurred in September 2023. Currently, Sandy Water Utility staff participate in all three committees.

BUDGET IMPACT:

Membership to the Consortium is a nominal fee based on the size of the utility where expenses are split amongst the members based on a formula, and are always included in the Water Utility budget. For example, Sandy’s Fiscal Year 2024 membership dues were \$8,822.

RECOMMENDATION:

Staff recommends Council authorize the City Manager to execute the Amended and Restated Intergovernmental Agreement of Regional Water Providers Consortium (2023).

SUGGESTED MOTION LANGUAGE:

“I move to authorize the City Manager to execute the Amended and Restated Intergovernmental Agreement of Regional Water Providers Consortium (2023).”

LIST OF ATTACHMENTS / EXHIBITS:

- Amended and Restated Intergovernmental Agreement of Regional Water Providers Consortium (2023).



AMENDED AND RESTATED

INTERGOVERNMENTAL AGREEMENT OF

REGIONAL WATER PROVIDERS CONSORTIUM

(2023)

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REGIONAL WATER PROVIDERS CONSORTIUM

This Amended and Restated Intergovernmental Agreement of the Regional Water Providers Consortium (2023) is entered into by and among the undersigned municipalities and districts, hereinafter called "Participants," to participate in the Regional Water Providers Consortium for the Portland Metropolitan Region ("the Consortium").

RECITALS

WHEREAS, in 1989 water providers of the Portland metropolitan area began meeting in an informal group called the "Regional Providers Advisory Group" to coordinate water supply planning efforts; and

WHEREAS, in 1996 a Regional Water Supply Plan was completed; and

WHEREAS, the Regional Water Supply Plan, which contains specific recommendations for cooperation and coordination between the water providers in this region through the formation of the Regional Water Providers Consortium, was adopted by signatory water providers in their *Intergovernmental Agreement of Regional Water Providers Consortium*; and

WHEREAS, as the regional land use agency under state law and regional charter, the Metropolitan Service District ("Metro") adopted the Regional Water Supply Plan as part of the Metro Regional Framework Plan; and

WHEREAS, in 1997 the Consortium was formed when 15 Participants entered into an intergovernmental agreement to endorse the Regional Water Supply Plan and coordinate and cooperate in its implementation, and amended that intergovernmental agreement in 2004-05 (*2004-05 IGA*); and

WHEREAS, the Participants desire to amend and restate the 2004-05 IGA to make certain updates to the Participants and their obligations, and to streamline certain procedures, while continuing to endorse the Regional Water Supply Plan; and

WHEREAS, ORS Chapter 190 authorizes units of local government to enter into written agreements with any other unit or units of local government for the performance of any or all functions and activities that any of them has authority to provide; and

WHEREAS, all the Participants of this Agreement are thus authorized to enter into an intergovernmental agreement;

NOW, THEREFORE, the Participants agree as follows:

Section 1. Definitions

For purposes of this Agreement, the following terms shall be defined as follows:

"Agreement" – Shall mean this document and any authorized amendments thereto.

"Associate Member" – Shall mean a Participant that does not have an appointed representative to the Board and that pays reduced dues as determined by the Board.

"Board" – Shall mean the Board of Directors established by Section 9 of this Agreement, consisting of one member from the governing body of each Full Member Participant.

"Bylaws" – Shall mean the regulations of the Consortium adopted by the Board pursuant to Section 9.B. of this Agreement.

"Consortium" – Shall collectively mean all Participants to this Agreement acting pursuant to and under the terms of the Agreement.

"Consortium Funds" – Shall mean Consortium funds consisting of all dues, voluntary contributions, grant monies, and funding from any other source provided to the Consortium to conduct the activities and business of the Consortium.

"Executive Committee" – Shall mean the committee established by Section 10 of this Agreement.

"Full Member" – Shall mean a Participant that has an appointed representative to the Board and Technical Committee and that pays full dues as outlined in Section 7.

"Participant" – Shall mean any signatory to the Agreement.

"Plan" – Shall mean the 1996 "Regional Water Supply Plan" for the Portland Metropolitan Area, and all subsequent amendments thereto.

"Region" – Shall mean the area within which Participants provide services to Retail Customer Accounts.

"Retail Customer Accounts" – Shall mean all retail accounts that are billed by a Participant (including residential single family, residential multifamily, commercial, industrial, and wholesale accounts).

"Technical Committee" – Shall mean the committee established by Section 11 of this Agreement.

"Total average daily water use" – Shall mean all billed water usage for Retail Customer Accounts.

Section 2. Purposes

The general purposes of the Consortium are as follows:

- A. To provide leadership in the planning, management, stewardship, and resiliency of drinking water in the Region;
- B. To foster coordination in the Region by sharing knowledge, technical expertise, and resources between Participants;
- C. To serve as the central custodian for Consortium documents, data, and studies;
- D. To review and recommend revisions to the Plan, as appropriate;
- E. To provide a forum for the study and discussion of water supply issues of mutual interest to Participants;
- F. To promote fiscal responsibility by pooling resources to achieve economies of scale;
- G. To allow for public participation in Consortium activities;
- H. To promote stewardship, emergency preparedness, and water conservation in the Region through outreach and education;
- I. To strengthen emergency preparedness and resiliency among water providers in the Region;
- J. To ensure safe and reliable drinking water is accessible to all.

Section 3. Strategic Plan

- A. The Consortium will maintain a strategic plan to guide its work, establish priorities, and set goals for the strategic planning timeline.
- B. The strategic plan will be updated at an interval set by the Board.

Section 4. Cooperation and Participants' Retained Powers

The Participants intend that the Consortium shall act through the processes laid out herein in the spirit of cooperation. Unless specifically provided for herein, by entering into this Agreement, no Participant has assigned or granted to any other or to the Consortium its water rights or the power to plan, construct, and operate its water system or perform any other obligation or duty assigned to it under law.

Section 5. Consortium Authority

In accomplishing its purposes, and utilizing the organizational structure and decision-making processes contained herein, the Consortium is authorized to:

- A. Adopt or revise Bylaws and other operating procedures consistent with the terms of this Agreement to govern Consortium operation and administration, including such things as meeting arrangements, voting procedures, election of officers of Consortium boards and committees, notice procedures, procedures for execution of binding legal documents, budgeting, and financial operations.
- B. Adopt or revise, and implement an annual work plan and budget and issue annual reports and such supplementary reports as the Consortium may determine appropriate;
- C. Update and adopt its strategic plan as set forth in Section 3.
- D. Collect regular dues from Participants to support the routine business of the Consortium in amounts established as established in Section 7;
- E. Accept voluntary contributions from Participants in amounts higher than the regular dues for the purpose of conducting studies or engaging in other activities consistent with Consortium purposes;
- F. Apply for and receive grants and accept other funds from any person or entity to carry on Consortium activities;
- G. Expend Consortium funds, however obtained, and establish accounts and accounting processes to manage Consortium funds, which may include utilizing the accounts and processes of Participants for such purposes under appropriate agreements;
- H. Execute public procurement contracts and enter into arrangements whereby Participants may enter into a public procurement contract on behalf of the Consortium;
- I. Execute intergovernmental agreements;
- J. Establish procedures or recommendations for the hiring, dismissal, and review of Managing Director, and to delegate such activities to a Participant;
- K. Accept assignment of staff from individual Participants to conduct Consortium work and to reimburse the Participants for the salary and other costs associated with the assigned staff;
- L. Establish procedures and criteria whereby other governmental entities may become a Participant in this Agreement;

- M. Establish a process to coordinate Participant response to water policy issues of mutual interest or concern;
- N. Establish procedures to solicit the views of the public on water supply and water resource issues within the purview of the Consortium;
- O. Establish a process whereby water policy and water supply disputes or disagreements among Participants may be resolved;
- P. Protect Consortium rights and enforce obligations owed to the Consortium by third parties to the extent permitted by law;
- Q. Take other action within the powers specifically granted to the Consortium herein by the Participants to exercise the authority granted in this Section 5 and to carry out the purposes stated in Section 2.

Section 6. Participants

- A. Participant Memberships: A Participant may join as a Full Members or Associate Member in accordance with the definitions set forth in Section 1 and as further provided in the Bylaws.
- B. Any Participant which, having once joined, withdraws or is expelled from the Consortium for non-payment of dues, may only re-join as provided in Section 7.F.
- C. Additional Participants: The Board may accept additional governmental entities as Participants into the Consortium under terms and financial arrangements that the Board determines just and appropriate. The Board may establish standards for membership in the Bylaws or may allow Participants to join on a case-by-case basis. Provided, however, that in all cases, no new Participant may join the Consortium without the affirmative vote of a majority of the Board.
- D. Withdrawal: Any Participant may withdraw from the Consortium at any time by giving written notice to the Chair of the Consortium Board. Consortium dues already paid shall not be refunded to the withdrawing Participant. Unless otherwise approved by the Board, a withdrawing Participant shall have no ownership or interest in a Consortium asset after the date of withdrawal. Any Participant intending to withdraw from the Consortium shall make its best efforts to advise the Board Chair of that fact prior to February 1 and the approval of the Consortium budget for next fiscal year. Participants acknowledge that failure to notify the Consortium in accordance with these procedures may cause financial harm to the Consortium.

Section 7. Dues

- A. Each Participant shall pay annual dues no later than September 1 of each year sufficient to fund the approved annual budget of the Consortium, as established by the Board, provided, however, that the Board may establish a different payment amount and/or schedule for a Participant upon request from that Participant or upon the Board's own motion.
- B. The dues of each Participant shall be determined annually as follows:
1. Total annual dues for all Participants shall be set to equal the annual budget for the Consortium, not counting budget items to be funded by fewer than all the Participants as provided in Section 8.C.
 2. Any grants or non-dues monies obtained by the Consortium may be applied towards the annual budget, thereby reducing the annual dues assessments commensurately.
 3. The Board shall establish the dues obligation of Associate Members at the time it approves an entity's membership and which amount is subject to any changes set forth in the Bylaws.
 4. The total annual dues of an Associate Member shall be subtracted from the total annual dues-based budget, described in subsection 7.B.1. leaving a budget number to be funded by Full Member dues. Dues shall be set so that the dues of each Full Member reflect its proportional share of that sum based on the following formula:
 - (a) 50% of the dues shall be allocated proportionally based on the Participant's proportional share of the total number of all Participants' Retail Customer Accounts for the prior year;
 - (b) 50% of the dues shall be allocated proportionally based on the Participant's proportional share of total average daily retail water use (in million gallons per day) in the prior year of all Participants.
- C. Minimum dues may be set by the Board to cover costs of adding a new Participant as outlined in the Bylaws.
- D. In-kind contributions may be made in lieu of dues if approved by the Board. In-kind contributions must be tracked and quantified.
- E. A Participant that fails to pay its assigned dues by September 1, or a time otherwise established by the Board pursuant to Section 7.A., may be removed by the Board as a Participant after two reminders are sent.

- F. Upon a majority vote of the Board, a removed Participant (or a Participant that has previously withdrawn from membership) may be reinstated in the Consortium upon its agreement to pay its full dues for the year during which it wishes to rejoin (calculated as if the entity had been a Participant at the time the budget was approved). Upon receipt of such dues by a rejoining Participant, the Board shall add the dues payment to the existing budget for expenditure or carry over to the following year's budget.
- G. If a new Participant joins the Consortium during an annual dues cycle, its dues and those of the existing Participants shall be calculated as follows:
1. If a new Participant is a Full Member, its dues requirement will be calculated pursuant to Section 7.B.4.
 2. If a new Participant is an Associate Member, its dues will be determined as provided in Section 7.B.3.
 3. The initial year dues for a new Participant joining partway through a fiscal year will be pro-rated to reflect partial year membership if more than halfway through the fiscal year.
 4. New Participants joining at any time after September 1 shall pay their initial year's dues within 90 days of signing this Agreement.

Section 8. Work Plan and Budgeting

- A. Each year, at the first Board meeting of the calendar year, the Board shall adopt an annual work plan of Consortium activities for the upcoming fiscal year beginning on July 1.
- B. At the same time, the Board shall adopt a budget sufficient to conduct the Consortium's annual work plan. The budget shall also include a calculation of the dues owed by each Participant to fund the budget as provided in Section 7 and a table apportioning the dues to each Participant.
- C. The budget may include special projects that will be funded by fewer than all of the Participants on a voluntary basis as outlined in Section 5.E.
- D. The Board may amend the budget and the work plan at any time as it deems appropriate except that dues may only be increased annually as provided for in Section 7. Additional expenditures may be permitted so long as there are identified sources of revenue, other than increased dues, for such expenditures.
- E. Participants shall provide to Consortium staff the data necessary to calculate the annual dues for budgeting and planning in a timely manner.

Section 9. Consortium Board

- A. The Board shall be made up of one member from the governing body of each Full Member. Each Participant shall also name an alternate Board representative from its governing body to serve in case the primary representative cannot. Provided, however, that if the Board Chair does not attend a meeting, the Vice Chair shall assume the Chair's duties rather than the Chair's alternate.
- B. Annually, the Board shall elect a Board Chair and a Vice Chair and appoint the Executive Committee members in accordance with the provisions in the Consortium Bylaws.
- C. The Board is authorized to: (1) approve the Consortium's annual work plan and budget; (2) approve the Consortium's strategic plan; (3) set Consortium policy; (4) approve new Participants; (5) initiate updates to the Plan as needed; (6) approve minor amendments to the Plan; (7) recommend to Participants' governing bodies major amendments to the Plan; (8) recommend to Participants' governing bodies amendments to this Agreement; (9) adopt and update the Bylaws; (10) exercise any other powers and authority granted to the Consortium by this Agreement necessary to accomplish the Consortium's purposes.
- D. The Board shall have the authority to designate which amendments to the Plan are major and which are minor for purposes of determining the process for amendment consideration. Generally, major amendment to the Plan should include revisions to the Plan's policy objectives, resource strategies, or implementation actions which significantly alter Plan direction or would significantly change the implementation strategies. Minor amendments are all other changes to the Plan.
- E. The Board may assign such duties or delegate such Board authority as the Board deems advisable to any Participant, Board committee, the Executive Committee, or to the Technical Committee, except that the Board may not delegate the authority (1) to execute intergovernmental agreements, (2) to designate Plan amendments as minor or major, (3) to recommend major Plan Amendments or amendments to this Agreement, (4) to approve the annual work plan and the budget, (5) to approve minor Plan amendments, (6) to approve the admission of Participants to the Consortium, or (7) to dissolve the Consortium.
- F. To be effective, Board actions must be approved by a vote of a majority of the Board at a meeting at which a simple majority of the Board is present.

Section 10. Executive Committee

- A. The Consortium shall have an Executive Committee, which shall be appointed by the Board and consist of seven Board members, one of which shall be the Board Chair. The Board shall endeavor to appoint Executive Committee members in a manner that achieves geographic representation and representation from municipalities, special districts, and other types of entities that form the Consortium.

- B. The Board Chair shall be the Chair of the Executive Committee.
- C. The Executive Committee shall serve to assist the Board in more timely and meaningful policy action as outlined in the Bylaws.
- D. The Executive Committee shall at no time act on behalf of the Board unless specifically authorized by the Board to do so as provided in Section 9.E.
- E. Except for the Board Chair, the term for each Executive Committee member shall be two years, and individuals may serve consecutive terms if re-appointed.
- F. To be effective, Executive Committee actions must be approved by a vote of a majority of the Executive Committee at a meeting at which a simple majority of the Executive Committee is present.

Section 11. Technical Committee

- A. The Consortium shall have a Technical Committee, which shall be made up of one staff representative appointed by each Full Member. Each Full Member shall also appoint an alternate Technical Committee representative to serve when the primary representative cannot. Provided, however, that if the Technical Committee Chair does not attend a meeting, the Vice Chair shall assume the Chair's duties rather than the Chair's alternate.
- B. On an annual basis, the Technical Committee shall elect a Chair and Vice Chair.
- C. The Technical Committee shall advise and provide assistance to the Board on any matters falling within the Consortium's purview under this Agreement, and may act upon Board delegation of authority as provided in Section 9.E.
- D. The Technical Committee under the provisions of any agreement or contract to provide staff shall advise Consortium staff and assume the responsibility to draft proposed work plans, budgets, annual and other reports, plan amendments, and implementation proposals for submission to the Board or Executive Committee as appropriate.
- E. To be effective, Technical Committee actions must be approved by a vote of a majority of the Technical Committee at a meeting at which a simple majority of the Technical Committee is present.

Section 12. Dispute Resolution

It is the intention of the Participants to limit the issues available for dispute resolution. The issues raised must be related to interpretation of the express terms of this Agreement. No issues related to water supply development or program development by individual Participants may be raised.

Any such dispute shall, if possible, be resolved through the use of a mandatory, but non-binding dispute resolution mechanism established by the Board through the Bylaws.

Section 13. Duration and Dissolution

This Agreement shall remain in effect, subject to the following: (1) any Participant may withdraw at any time as provided in Section 6.D. of this Agreement; (2) should all but one Participant withdraw, the Agreement shall end and the Consortium shall be dissolved; (3) the Agreement may be ended and the Consortium dissolved by a vote of the Board; (4) remaining funds shall be distributed in accordance with the Bylaws.

Section 14. Legal Liability

Participants agree to share any costs or damages, including reasonable attorney's fees, from third party actions against the Consortium. The obligation shall apply to any entity that was a Participant in the Consortium at the time the liability arose or the cause of action accrued. Payment obligations shall be proportional to the dues of each entity. Participants agree to assist and cooperate in the defense of such an action. Settlement of any action that would impose an obligation to pay upon the Participants under this provision must be approved by a majority of the Board. The obligations of a Participant under this Section 13 shall survive that Participant's withdrawal from the Consortium, termination of this Agreement, or dissolution of the Consortium.

Section 15. Oregon Law and Forum

- A. This Agreement shall be construed according to the law of the State of Oregon.
- B. Any litigation between the Participants under this Agreement or arising out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

Section 16. Public Notification

The Board, the Executive Committee, and the Technical Committee shall be deemed public bodies for purposes of Oregon's public meeting laws as provided by ORS Chapter 192. Other committees or sub-committees are subject to ORS Chapter 192 only as applicable.

Section 17. Agreement Amendment

Amendments to this Agreement shall be recommended by the Board and shall be effective when authorized by the governing body of every Participant.

Section 18. Indemnification

Subject to the conditions and limitations of the Oregon Constitution, Article XI, Section 7, and Oregon Tort Claims Act, ORS 30.260 through 30.300, each Participant shall indemnify, defend, and hold harmless the Consortium and other Participants from and against all liability, loss, and costs arising out of or resulting from the negligent or intentionally wrongful acts of the indemnifying Participant, their governing bodies, officers, employees, and agents in the performance of this Agreement.

Section 19. Severability

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

Section 20. No Third-party Beneficiaries

The Participants are the only parties to this Agreement and as such are the only parties entitled to enforce its terms. Nothing contained in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

Section 21. Merger Clause

This Agreement constitutes the entire agreement between the Participants. No waiver, consent, modification or change of terms of this Agreement shall bind a Participant unless in writing and signed by the affected Participants. Such waiver, consent modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

Section 22. Counterparts

This Agreement may be signed in counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement.

The Participants agree that any Participant may execute this Agreement, including any Agreement amendments, by electronic means, including the use of electronic signatures.

AMENDED AND RESTATED REGIONAL WATER PROVIDERS CONSORTIUM
INTERGOVERNMENTAL AGREEMENT

IN WITNESS WHEREOF, the signatory hereby causes this agreement to be executed.

(Signatory page can be changed to fit specific adoption process)

SIGNATORY PARTY

Jurisdiction or Entity Name

By: _____

Title: _____

Print Name: _____

Contact Person: _____

Dated: _____

Address: _____

Send signed agreement to Patty Burk patty.burk@portlandoregon.gov or mail to:

Portland Water Bureau
Attn: Patty Burk
1120 SW 5th Ave. Suite 405
Portland, OR 97204



STAFF REPORT

Meeting Type: City Council
Meeting Date: March 18, 2024
From: Gregory Brewster, IT Director
Subject: IGA with Clackamas County for CBX Server Services

DECISION TO BE MADE:

Whether to authorize the City Manager to execute an Intergovernmental Agreement (IGA) between the City of Sandy (City) and Clackamas County (County) for Gunderson and Colorado Road Fiber-to-the-home Server Services (Project).

PURPOSE / OBJECTIVE:

The purpose of the IGA is to establish a formal agreement that is essential to the completion of the currently under construction Gunderson and Colorado Rd Fiber-to-the-home Project. It is proposed that the City provides server hosting space and an internet connection for the County to access and manage its electronic equipment. The equipment services as an out-of-band management service, so that the County may access its equipment remotely.

BACKGROUND / CONTEXT:

In 2023, the Sandy City Council approved an amendment to an already existing IGA between the City of Sandy and Clackamas County for providing broadband service outside of Sandy's city limits. That amended IGA was originally signed in 2019, and the 2023 amendments enabled the City of Sandy's Telecommunications Department, SandyNet, to act as a broadband operator for already defined and approved build areas, which are constructed and maintained by Clackamas County's Broadband eXchange Department (CBX).

CBX has utilized its own American Rescue Plan Act (ARPA) dollars to identify and build out underserved areas within Clackamas County. CBX is not an Internet Service Provider (ISP) and cannot provide broadband services across their fiber network. CBX must partner with other ISPs to provide broadband service across their network, to households. The model that CBX has adopted for delivery is often referred to as an Open Access Network, meaning that middle and last mile facilities are handled by the County, and the broadband or lit service is handled by other organizations, typically ISPs. The 2019 IGA enabled SandyNet to operate as an ISP across CBX fiber-to-the-home facilities.

The term Open Access Network is used to describe a broadband service delivery model. Some open access networks are passive, where the fiber owner/operator simply provides dark fiber for an ISP to utilize to the home, while other forms place more responsibility on the owner/operator, where that ownership now extends to the modem installed within each home. For the Colorado and Gunderson Rd

deployments under the 2023 IGA revision, CBX has decided that they intend to operate the optical equipment both in the home and in the datacenter, a task that SandyNet has in the past handled. CBX must operate and install software to configure and operate that equipment, and therefore must run servers and have remote access to their systems. CBX has asked SandyNet to host the physical systems and maintain software updates on the server operating systems.

KEY CONSIDERATIONS / ANALYSIS:

Key considerations for this IGA focus on two areas, the scope of services and SandyNet compensation.

Scope of Services

CBX has already purchased a server and all the necessary software needed to run the open access network. The responsibilities of the City are clearly defined to only allow for the hosting and patching of relevant systems and servers within the scope of the Project. The City is in no way responsible for configuring or operating the software on the servers, and only operates to ensure that the servers remain online and accessible. The City of Sandy already achieves a low cost for physical system maintenance, given its existing data center and extensive network infrastructure. The scope of services includes simple network requirements, such as an internet connection and remote access for CBX employees to access an isolated CBX network. Operating system requirements require SandyNet staff to reboot the machine periodically to install the latest operating system patches. Details for City responsibilities are laid out in Section 4 of the IGA.

Section 4 also includes limits on the City's responsibilities and prevents the City from handling any software used to configure equipment within the CBX network.

Compensation to the City

Compensation, as defined in Section 5 of the IGA, indicates that CBX will compensate the City of Sandy for its services at a defined rate of \$225 a month. The section also includes the opportunity for both the SandyNet and CBX departments to exchange services in lieu of a monthly check. Costs for the City to host and maintain internet access for CBX are outlined in the next section.

BUDGET IMPACT:

The budgetary impact is listed as both one-time services and recurring operational costs for service.

Turn Up and One Time Costs

Since the City is not responsible for providing any hardware, the only set up and one-time costs are employee's time to mount the equipment and install the operating systems. The cost of mounting and configuring the server and networking equipment equates to one hour of time for both the Network Engineer and Jr. Network Engineer. The configuration of the hypervisor requires two hours for the Network Engineer to complete and document. The configuration and operating system installation for three virtual machines will take less than five hours total. The total cost for equipment turn-up and initial configuration is expected to be less than \$1,200.

Recurring Costs

Monthly recurring costs for the service include broadband, power, and the employee time required to update and verify each system. It is expected that electrical costs will be less than \$30 a month, broadband is expected to cost less than \$5 in usage and \$10 for a single static public IP address. Finally, less than one hour of an employee's time is expected each month to run a system update and or reboot a system when necessary. Operational costs for the system are expected to be lower than \$110 a month.

RECOMMENDATION:

Staff respectfully requests that the City Council authorize the City Manager to enter into an IGA with Clackamas County for CBX Server Services.

SUGGESTED MOTION LANGUAGE:

"I move to authorize the City Manager to enter into an intergovernmental agreement with Clackamas County for the delivery of server services pertaining to the Colorado and Gunderson Rd fiber-to-the-home project."

LIST OF ATTACHMENTS / EXHIBITS:

- Attachment A – Intergovernmental Agreement Between City of Sandy and Clackamas County

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CITY OF SANDY
AND CLACKAMAS COUNTY**

- 1) **Parties.** This intergovernmental agreement (hereinafter referred to as “Agreement”) is made and entered into by and between the City of Sandy (City), whose address is 39250 Pioneer Blvd, Sandy, OR 97055, and Clackamas County (County), whose address is 168 Warner Milne Ave, Oregon City, OR 97045.
- 2) **Purpose.** The purpose of this Agreement is to establish the terms and conditions under which the back-office systems for the Colorado and Gunderson Rd Fiber-to-the-home project (Project) will be set up and maintained. The Project is initially set up to serve the Colorado and Gunderson Rd communities with fiber optic service and requires several pieces of technology, including a server to manage the network access systems, a network to connect the server to the internet, a Virtual Private Network (VPN) for remote access as well as electricity, rack space for the systems and broadband connectivity for the network. The physical location of the equipment shall reside at 39250 Pioneer Blvd, Sandy, OR 97055.
- 3) **Term of Agreement.** This Agreement is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement and the governing bodies of the parties’ respective counties or municipalities and shall remain in full force and effect for not longer than 24 months. This Agreement may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by hand, electronically or by certified mail to the City address listed above.
- 4) **Responsibilities of the City.** The City shall host the physical equipment required for the Project. Hosting includes the necessary rack space for the Project equipment, necessary electricity to run the Project equipment and a single 1Gbps broadband service for the Project management network. The City shall also handle (mount, unmount, or adjust) any Project equipment that resides at the Agreement address listed above. The following physical equipment shall be hosted and handled by the City: (1) Network routers, (2) Network switches, (3) Servers, (4) Battery systems, (5) Power Distribution Units (PDUs). The City shall be responsible for setting up, configuring, adjusting, upgrading, and removing network systems and their configuration. The City shall configure and maintain a remote VPN that will allow Clackamas County and any other individual deemed authorized by the County to access the maintenance network. The City shall manage the creation, modification, suspension, and deletion of VPN users at the request of the County. The City shall install, configure, and update the OLT management server including its operating system, device parameters, network configuration and any other server component necessary to fulfill its responsibilities. The City shall not manage or have access to any fiber access system or database containing County data. All County data shall remain the property of the County during and after the term of this agreement.
- 5) **Responsibilities of the County.** The County shall provide all hardware required for hosting, including OLT and network router/switches. All hardware provided for hosting is and will

remain property of the County. The County shall compensate the City for hosting and network services at the rate of \$225 a month. The parties may, by written agreement, permit County to use alternative consideration to pay the City the monthly hosting and network service fee including, but not limited to, trading of equipment, staff time, or other methods as agreed to in writing by the parties. City shall submit to County a monthly invoice for payment of the hosting and network service fee. Unless disputed by County, County will pay the invoice within thirty (30) days of receipt. Upon initial network and server hosting and turn up, the County shall request changes to the server and network environments electronically and shall not directly interface with the systems software and configuration.

6) General Provisions.

- a) **Amendments.** Either party may request changes to this Agreement. Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, and effective when executed and signed by all parties to this Agreement.
- b) **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon without giving effect to the conflict of law provisions thereof. Any claim between County and City that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by either Party of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. City, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- c) **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state, and federal ordinances, statutes, laws and regulations. All provisions of law required to be part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- d) **Access to Records.** The Parties shall retain, maintain, and keep accessible all records relevant to this Agreement (“Records”) for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. The Parties shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period each Party shall permit the other Parties’ authorized

representatives' access to the Records at reasonable times and places for purposes of examining and copying.

- e) **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and any debt limitations contained in any City or County charter, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- 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 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 regarding its subject matter. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- 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) **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. 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 hereby specifically disclaims any such relationship.
- j) **No Third-Party Beneficiary.** City and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

- k) **Assignment.** Neither Party shall assign or transfer any of its interest in this Agreement, by operation of law or otherwise, without obtaining prior written approval from the other Party, which shall be granted or denied in that Party's sole and absolute discretion. One Party's consent to any assignment shall not relieve the other Party of any of its duties or obligations under this Agreement.
- l) **Counterparts.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- m) **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- n) **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- o) **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- p) **Force Majeure.** Neither City nor County shall be held responsible for delay or default caused by events outside of City's or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war.
- q) **Confidentiality.** The Parties and their employees or agents may, in the course of this Agreement, be exposed to or acquire material identified as confidential information. Such information shall be deemed confidential information of the Party identifying it as such ("Confidential Information"). The Parties agree to hold Confidential Information in strict confidence, using at least the same degree of care that each Party uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement or required by law.
- r) **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

Jury Trial Waiver. The Parties hereby expressly waive any right that each may have to a trial by jury in connection with any claim, action, or other proceeding brought in connection with this Agreement

[Signatures on Following Page]



STAFF REPORT

Meeting Type: City Council Meeting
Meeting Date: March 18, 2024
From: Jennifer Coker, Public Works Director
AJ Thorne, Assistant Public Works Director
Subject: PUBLIC HEARING: Adoption of Advance Financing Reimbursement District for 362nd and Bell Extension

DECISION TO BE MADE:

Whether to approve Resolution 2024-08, which would create an Advance Financing Reimbursement District (AFRD) for street improvements for the extension of 362nd and Bell Streets.

BACKGROUND / CONTEXT:

The extension and connection of 362nd and Bell Streets has been nearly a 30-year goal of the City and was completed in Fall 2023. The project accomplished three objectives:

1. Relief of chronic traffic congestion;
2. Emergency access connecting Hwy 26 to the High School and Bluff Road; and
3. Economic Development opportunities for the last remaining large parcels of land.

The project was completed with a total project cost of \$12.94 Million.

Advance Financing of Public Improvements

[Section 12.14 of the Sandy Municipal Code](#) provides a method for a developer (in this case the City) to apply for reimbursement of some or all the eligible cost of public improvements (streets, water lines, sewer lines, etc) that may directly or indirectly benefit other property owners at the time they develop or redevelop their property and connect to the advance financed utility improvements.

When a developer or public agency invests in public improvements that have the potential to spur development of adjacent or intervening properties it is reasonable to allow for recovery of some or all of the eligible costs from the benefitting property(ies). By doing so, the value of the benefitting properties can be significantly increased since developers often net out the cost of entitlements or public improvements from their land purchase offers. Public improvements can enable development of property that might otherwise not be feasible to develop without access to street or utility improvements.

Impact to Property

If a property owner has no interest in developing or redeveloping property subject to reimbursement

during the term of the reimbursement obligation, then they incur no costs. The reimbursement obligation is only collectable upon development or redevelopment of the benefitting property and does not become a lien on the property. The property can be sold or conveyed without satisfaction of the reimbursement obligation, which is only collected upon “*connection to an advance financed water, sanitary sewer or storm sewer system or the connection and use of advance financed street and sidewalk improvements*”.

History of AFRD Use in Sandy

Advance Financed Public Improvement reimbursements are fairly common, although a City acting as a developer for a public improvement is unusual. The City Council has approved about a dozen AFRDs since Section 12.14 of the Municipal Code was adopted in 1993. Most recently the Council approved a private development Advance Financed Public Improvement reimbursement for the Viewpoint Subdivision in November, 2021.

Council Consideration of AFRD

On February 5th, 2024 and again on March 4th, 2024, City Council considered formation of an Advance Financing Reimbursement District (AFRD) to recover a portion of the funds invested to build the extension of 362nd and Bell Streets. After consideration, Council directed staff to bring a resolution to Council with the following AFRD elements:

- A valuation of \$2,480,935, which is 20% of the Street Funded Portion of the Project (\$12,404,675).
- A reimbursement methodology using developable area;
- An interest rate of 5% simple interest; and
- A reimbursement term of 20 years

Funds represented in this reimbursement district will replenish street fund operations that will be used to fund future street projects and street fund operations and maintenance. The city is not seeking reimbursement for investments from the water or sewer funded portions of the project.

KEY CONSIDERATIONS / ANALYSIS:

This reimbursement district will bring up to \$2,480,935 back into the Street fund. As the project had multiple goals including relief of chronic traffic congestion and emergency evaluation, the amount of the AFRD is not the total portion of the project cost, but merely the amount to replenish funds taken from street fund operations that are needed to continue services. Development of any of the land considered for this district would have been required to perform the improvements required by this project and would likely have led to the creation of a similar reimbursement district. The total cost of the road was \$12.94 million, and the AFRD provides a moderate ask of future developers.

BUDGET IMPACT:

This reimbursement district will bring up to \$2,480,935 to the street fund. The district will have a 5% simple interest rate applied annually on the date that this resolution is adopted.

See table 1 for breakdown of reimbursement per property.

Table 1 – AFRD valuation representing total development of each property 2024 dollars

Address	AFRD Valuation
16370 Bell St	\$ 339,915.03
16200 Bell St	\$ 180,891.45
16210 Bell St	\$ 162,914.37
16220 Bell St	\$ 140,380.58
36405 Hwy 26	\$ 1,430,870.59
36145 Hwy 26	\$ 225,962.98
Totals	\$ 2,480,935.00

RECOMMENDATION:

Staff recommends adoption of Resolution 2024-08.

SUGGESTED MOTION LANGUAGE:

"I move to adopt Resolution 2024-08"

LIST OF ATTACHMENTS / EXHIBITS:

- Resolution 2024-08
- Staff Presentation



RESOLUTION NO. 2024-08

A RESOLUTION DESIGNATING STREET IMPROVEMENTS CONSTRUCTED BY THE CITY OF SANDY IN 362nd AND BELL STREETS AS ADVANCE FINANCING IMPROVEMENTS ELIGIBLE FOR ADVANCE FINANCING REIMBURSEMENT

WHEREAS, The City of Sandy has previously adopted by ordinance a process for permitting reimbursement for the cost of public improvements which would potentially benefit other benefiting property owners, and

WHEREAS, The City of Sandy, hereinafter referred to as City has constructed certain street infrastructure in 362nd and Bell Streets. as depicted in Exhibit A attached; and

WHEREAS, The City of Sandy has identified other property owners who will benefit from the construction of said street improvements in the future; and

WHEREAS, The City of Sandy has properly notified benefiting property owners of the pendency of the application for advance financing reimbursement; and

WHEREAS, City is desirous of recovering a portion of the cost of the construction of said street improvements from benefiting property owners.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANDY:

Section 1: The City hereby designates the street improvement constructed by the City in 362nd and Bell Streets as advance financed improvements.

Section 2: The City has determined that \$2,480,935 is eligible for advance financing reimbursement.

Section 3: The advance financing reimbursement amount is determined by dividing the cost of the improvements (\$2,480,935) by the total area of the benefiting properties (64.1 acres). This result (\$25,863.47/acre, roughly \$0.59/square foot) was multiplied by the developable area of each benefiting property to determine the reimbursement amount for each property. If any subject property is divided or merged with another subject property, the resulting lots or parcels shall be apportioned a proportionate share of the advance financing reimbursement amount based on the methodology stated in this Section.

Section 4: The advance financed reimbursement amount for each lot or parcel shall be increased by 5% simple annual interest until such time as the development of the benefiting property and/or connection to the improvements is affected or the lapse of twenty years, whichever comes first.

Section 5: The determination of advance financing reimbursement amounts for individual lots or parcels are contained in Exhibit B, attached hereto and incorporated herein by reference.

This resolution is adopted by the City Council of the City of Sandy this 18th day of March, 2024.

Stan Pulliam, Mayor

ATTEST:

Jeffrey Aprati, City Recorder

Exhibit A

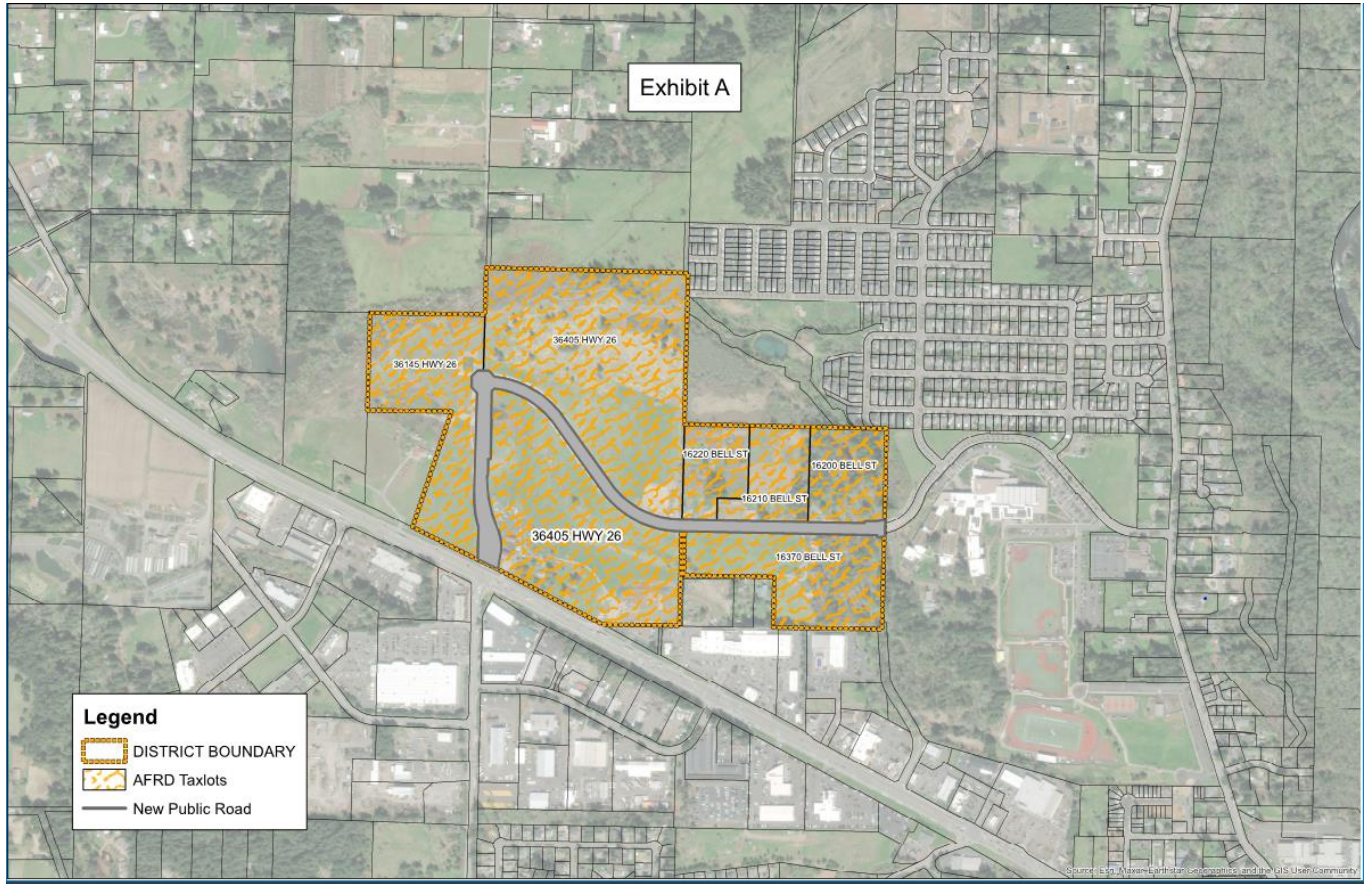


Exhibit B

Address	AFRD Valuation
16370 Bell St	\$ 339,915.03
16200 Bell St	\$ 180,891.45
16210 Bell St	\$ 162,914.37
16220 Bell St	\$ 140,380.58
36405 Hwy 26	\$ 1,430,870.59
36145 Hwy 26	\$ 225,962.98
Totals	\$ 2,480,935.00



Adoption of 362nd & Bell Street Project AFRD

Sandy City
Council

March 18, 2024



Background

Benefits

- Relief of Traffic Bottleneck
- Access to Schools
- Resiliency – Evacuation and Emergency Access
- Economic Development

Project Cost \$12.94M



Advance Financing Reimbursement Districts

- Common; City has created a dozen
- Investment made by City or developer decreases cost of development of adjacent properties
- AFRD allows Developer (in this case the City) to recoup investment; allows reallocation of funds to other City utility needs
- Properties are impacted only if development occurs

AFRD Elements

- 1) Methodology: street frontage or area**
- 2) Interest rate and term limit**
- 3) Value of the district**

Council considered these elements at the February 5, 2024 and March 4, 2024 council meetings.

AFRD Methodology

- Both Street Frontage and Area basis considered
- Street frontage was found to favor properties based by shape, and not development potential
- Area approach was considered most equitable, as it used developable land only
- **Area methodology preferred by Council**

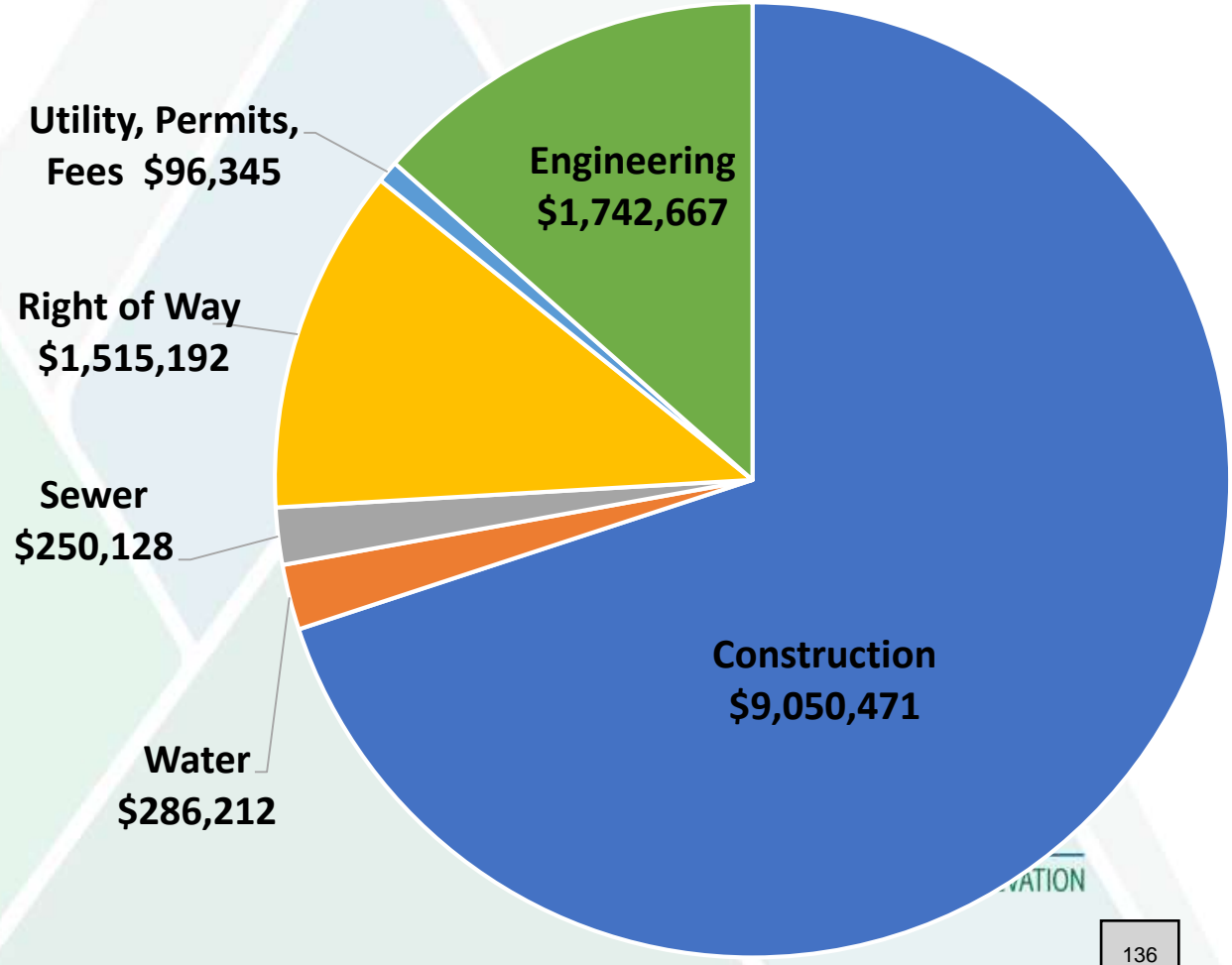
Interest Rate and Term

- Municipal code prescribes 9% simple interest rate
- The funding spent for this project would earn 5% compound interest
- Standard length of reimbursement districts is 20 years
- Council considered different examples of AFRD in Sandy and surrounding area
- **Council preferred 5% simple interest and 20 year term**

Cost of the Project

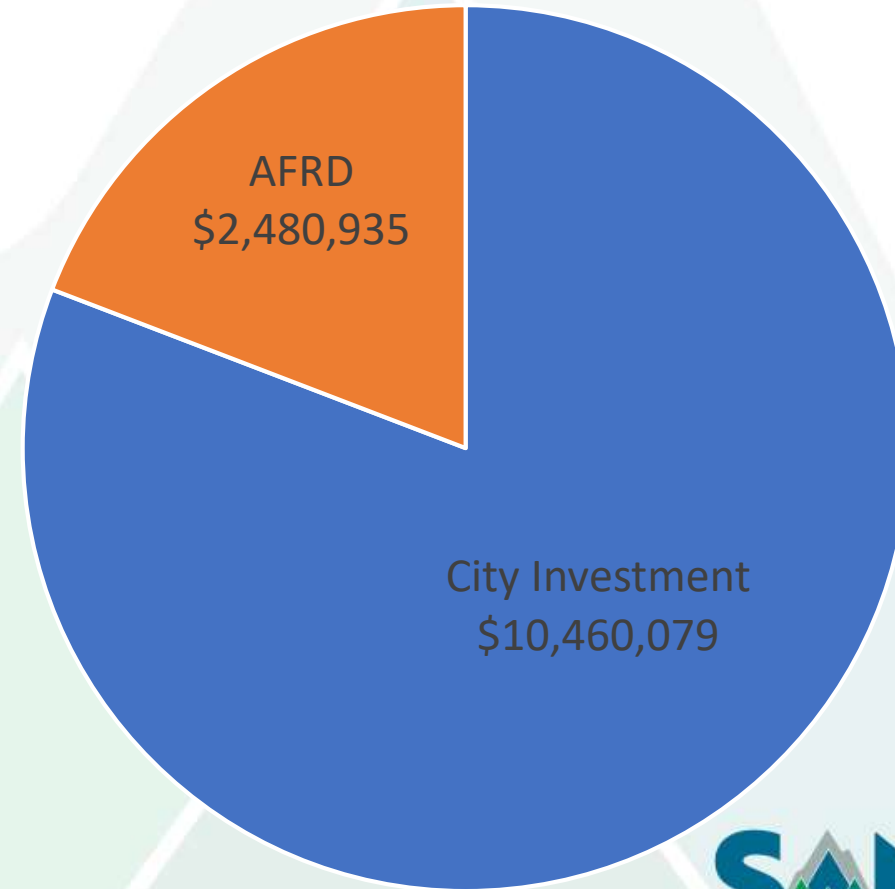
Construction	\$ 9,050,471
Water	\$ 286,212
Sewer	\$ 250,128
Right of Way	\$ 1,515,192
Utility, Permits, Fees	\$ 96,345
Engineering	\$ 1,742,667
Project TOTAL	\$ 12,941,014

Street fund total paid was **\$12,404,675.**

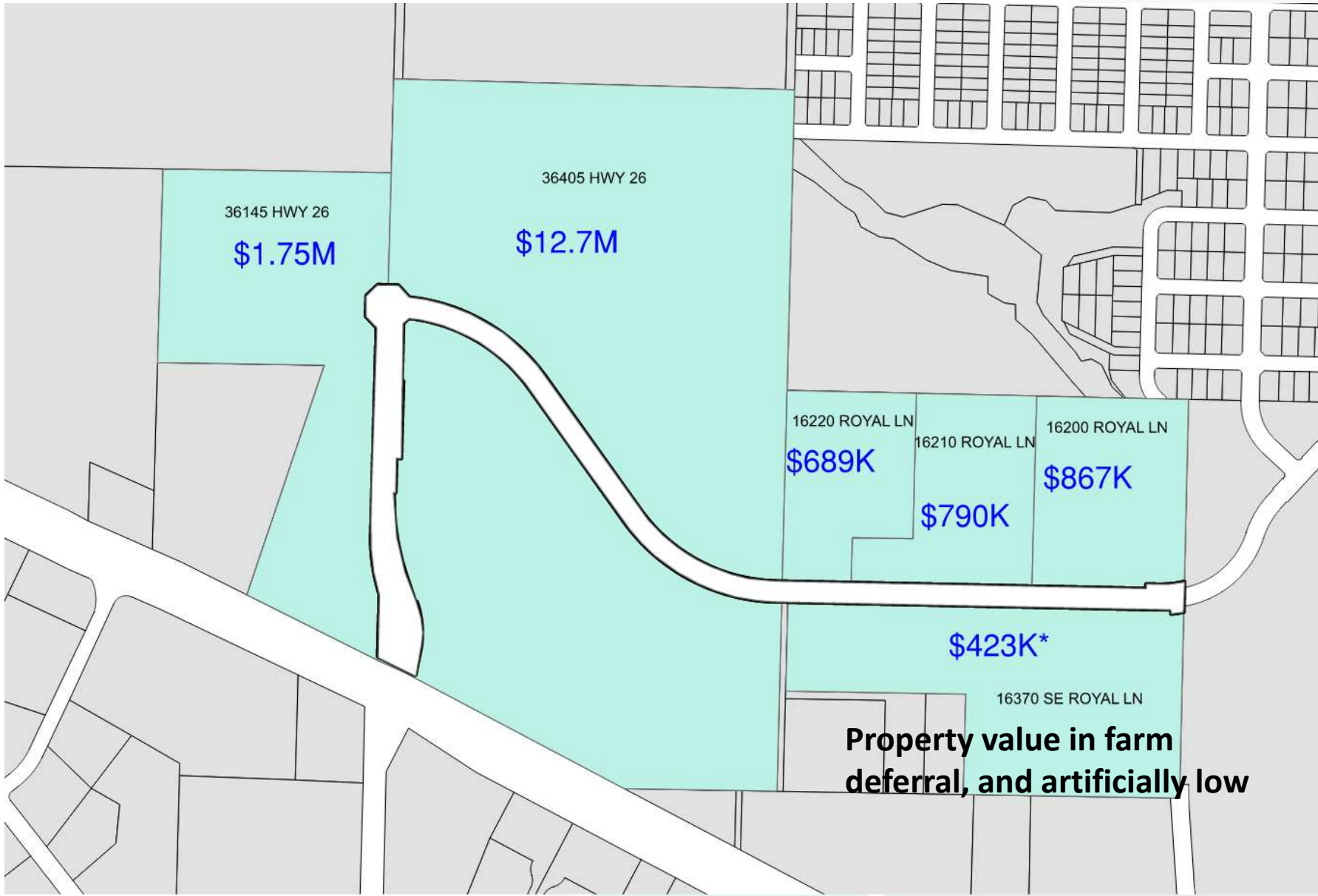


AFRD - 20% of Street Fund contribution

- Recoups funds from Street Fund operating budget
- Eliminates Water and Sewer Contribution
- Keeps economic development incentives
- Total AFRD **\$2.48M** preferred by Council



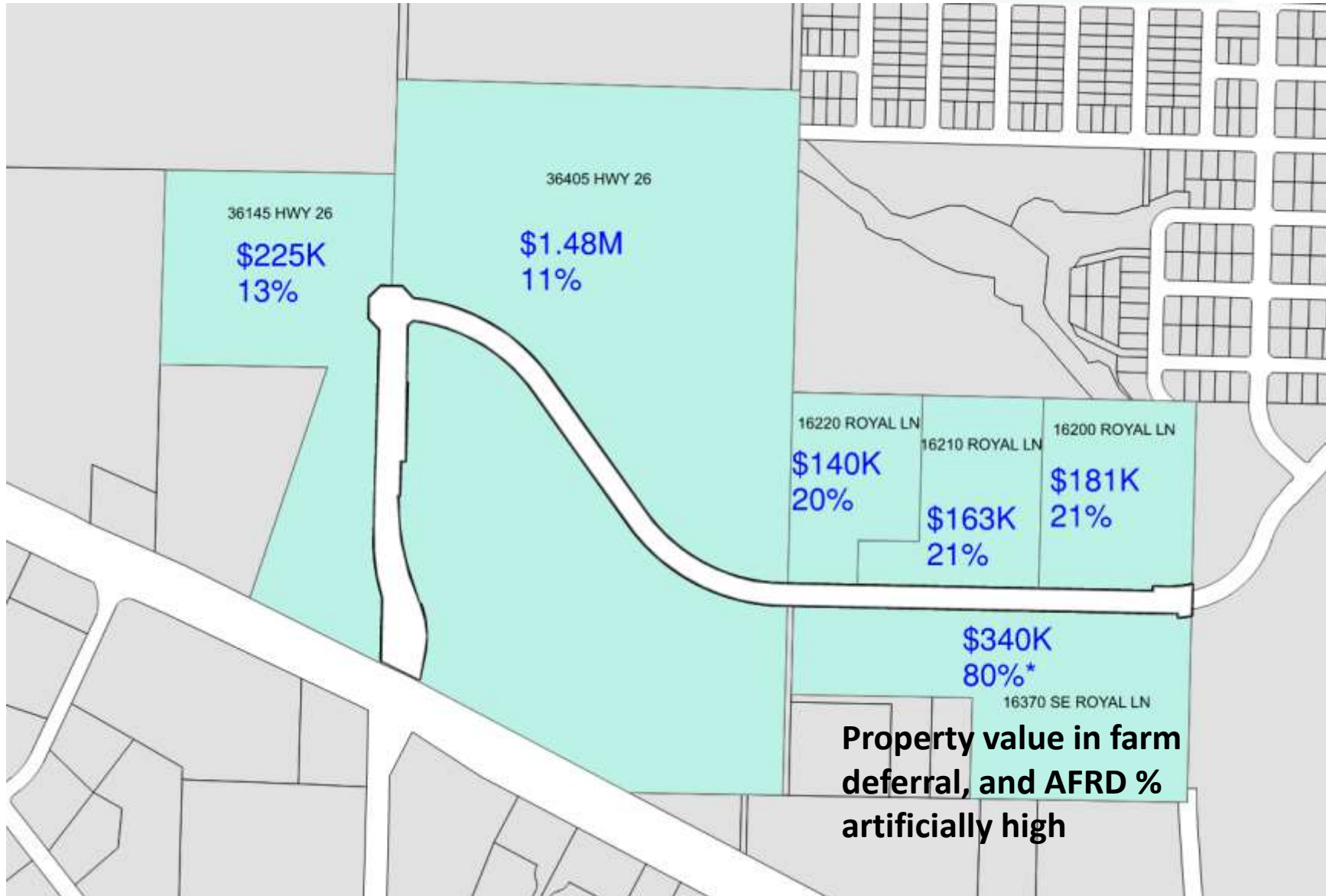
What Are These Properties Worth?



Values presented based on the County tax assessor's market value data, likely low estimates not reflected increased value from road



AFRD Impact to Properties



Summary

Council directed staff to create AFRD with following:

- Area Method
- Interest rate 5% simple interest
- District term of 20 Years
- Value of \$2.48M
 - 20% of Street Funded portion of project or 19% of total project cost
- Balanced and moderate AFRD, recouping street fund operations funds



STAFF REPORT

Meeting Type: City Council
Meeting Date: March 18, 2024
From: Jeff Aprati, Deputy City Manager
Subject: Government Relations Update: 2024 Legislative Session

PURPOSE / OBJECTIVE:

To review the results of the 2024 short session of the Oregon Legislature with the City’s government relations consultant, Nellie deVries.

BACKGROUND / CONTEXT:

The 2024 short session of the Legislature was characterized by a focus on housing policy. Accordingly, the City’s government relations efforts were aligned within the policy context in an attempt to secure state funding for our wastewater system improvement projects. We made the strong argument that as a city with a development moratorium currently in place, Sandy is perhaps the best possible example of a worthwhile investment of state dollars to fund infrastructure that would support additional housing.

Numerous meetings were held with members of the Capital Construction Subcommittee, the Speaker’s office, the Governor’s office, and other legislators spearheading these issues including Representative Gomberg. Testimony was also delivered at multiple public hearings. By all accounts, Sandy’s wastewater needs and the merit of our funding request was well understood throughout the Legislature, and in particular by key decision makers. Ultimately however, as Ms. deVries’ report indicates, the City was unfortunately unsuccessful in our efforts to secure funding.

RECOMMENDATION:

Staff recommends that the Council use this work session to discuss the outcomes of the 2024 session and provide input on priorities and strategies for government relations in the future.

Ms. deVries is prepared to brief the Council on other bills considered and passed this session as well, in addition to the infrastructure issue.



2024 Legislative Session

Recap

The recently concluded legislative session proved to be a pivotal period marked by significant discussions and achievements, albeit with some challenges. In its condensed 35-day duration (technically 32 days), housing and Measure 110 discussions took center stage, showcasing the increasing policy-driven nature of Oregon's legislative short sessions.

Despite initial concerns following the Oregon Supreme Court ruling (days before session began) on the constitutionality of Measure 113 (which disqualified legislators with ten unexcused absences from floor sessions from holding next term of office), which sparked rumors of a potential walkout, the session unfolded relatively congenially. Notably, Republicans refrained from walking out, allowing priorities to be addressed, deadlines to be met, and bills to be passed.

One of the session's most notable accomplishments was the swift action taken on Measure 110, which reclassified possession penalties for specified drugs. Although debates persisted regarding whether to fully repeal or amend the measure, legislators ultimately reached a compromise, driven by a shared recognition of the urgent need to address homelessness, mental health, and opioid crises.

The Governor's priority bills, SB 1530A and 1537A, originated as a \$500 million package devoted to programs and infrastructure to support increased housing needs. The bill was paired down to \$350 million for housing programs (\$250 million) and infrastructure (\$100 million). The remaining money went into the Christmas Tree Bill (the vehicle with agency budgets and capitol construction projects).

\$5.9 Million Ask Toward Rehabilitating Sandy's Wastewater Treatment Plant

Sandy actively advocated for a \$5.9 million appropriation from the Legislature to fund the construction of a vital new headworks facility at its wastewater treatment plant. This critical infrastructure project garnered widespread support from legislators, reflecting its reasonable nature and the pressing challenges faced by the city, including the housing moratorium.

During the interim, we met with the governor's office and members of the Capitol Construction Committee as well as with Rep. David Gomberg, who ended up leading the charge on infrastructure projects.

In December, Sandy filed a Capitol Construction request with the Legislative Fiscal Office to work during the Legislative Session.

As you may remember, in 2023, the Legislature attempted to pass a variance bill (HB 3414B) that would have required a local government to grant an adjustment to up to ten specified development and design standards for an application for a building permit or quasi-judicial land use decision. This bill died by one vote. Cities, including Sandy, did not support the variance bill backed by the Governor and the Homebuilders Association. Therefore, the Governor decided to include an infrastructure package to entice cities to get on board with the 2024 variance bill. Interestingly, this added a second path to find Capitol funding. The Governor's original proposal allocated \$200 million for infrastructure, but it was whittled down in Ways and Means to \$100 million.

Under new leadership in both the House and the Senate, Rep. David Gomberg took control of all the infrastructure projects to be eventually amended into the Governor's Housing Priority Bill(s), alienating himself from the traditional Capitol Construction path through Ways and Means and its Co-Chairs. He asked the League of Oregon Cities (LOC) to compile a list of infrastructure projects from cities across the state that are needed to increase housing. Sandy sent its information to the LOC, who then shared the list with Rep. David Gomberg. The list was just under a billion dollars in total. Rep. Gomberg worked with the Speaker's office to pare down the long list and compile a list of \$100 million in infrastructure projects. This list was put into HB 4128 in the House Committee on Agriculture, Land Use, Natural Resources, and Water with subsequent referral to Ways and Means. At the eleventh hour, Sandy was removed from the "Gomberg List" because the decision makers decided to limit all projects to \$3 million.

At this point in time, Senator Bonham, Mayor Pulliam and I advocated for Sandy asking Rep. Gomberg to add Sandy back on the list, but at the \$3 million level. Gomberg agreed and Sandy was put back on the list. HB 4128A passed out of the committee with Sandy at the \$3 million allocation. Procedurally, the bill moved from the policy committee to Ways & Means and the list was then amended into the Governor's bill, SB 1530. During this transition, Sandy was removed from the list.

Depending on who you ask, we've received multiple answers as to why we were removed. I am still doing my best to find out what exactly happened, but everyone continues to point fingers.

Throughout the entire session, we met with all the members of the House policy committee, the capitol construction committee, the co-chairs of Ways and Means, the Speaker and Senate President's office, all supportive and most of whom knew exactly what we needed as the "housing moratorium city" – for better or worse. We continued pressing Ways and Means once we fell off the "Gomberg List" a second time and Sen. Bonham strongly supported our efforts, even having dinner with Sen. Steiner (co-chair). She was frustrated at the new process initiated by Gomberg and argued that it was not vetted enough in the Senate. The Senate worked on their own version of the "Gomberg List" with Senators Jama and Anderson. I truly believe that the lack of communication between the House and the Senate was part of the issue, but it still does not explain why we were taken out of HB 4128.

This outcome was far from what we wanted. I'm truly sorry as I do not know what else any of us could have done. Even though the republicans did not walk this session, partisan politics of the state and nation is greatly affecting the legislative process on all levels.

The session wrapped up on Thursday, March 7 at approximately 8:30 pm.

While the specific reasons for Sandy's exclusion remain unclear, it is evident that communication gaps between the House and Senate, as well as shifting political dynamics, played a role. Despite these challenges, our advocacy efforts persisted throughout the session, engaging with key stakeholders and decision-makers to highlight Sandy's urgent needs and garner support.

Looking ahead, it is imperative that we build upon the groundwork laid during this session and continue advocating for Sandy's priorities. With upcoming changes in leadership and the prospect of renewed legislative focus on housing and infrastructure, now is the time to reaffirm our commitment to addressing Sandy's challenges.

There are two recent and major changes that could have a huge impact moving forward. First, prior to Session starting, the House Majority decided to have Speaker Rayfield continue his term as Speaker through the Legislative Session and then immediately elected Rep. Fahey as the Speaker upon sine die. Rayfield is running for attorney general and Fahey of Eugene, grew up in Illinois and graduated from the University of Notre Dame. She has focused largely on housing and homelessness during her time in the state House. Second, the upcoming primary election in Sandy's state house district has the potential of increasing the visibility of our legislative requests moving forward.

It will be vital to garner support from whoever wins the primary and really showcase what happened this past session. Sandy was the poster child, and a casualty in 2024, but the groundwork of making sure everyone knows about Sandy is done. With better leadership in the Capitol and continued advocacy Sandy's needs will not only be heard, but also acknowledged. This short session was only the start of a greater housing push next session.

CITY OF SANDY PRIORITIES

In addition to the Capitol Construction ask, the City Team tracked numerous bills during the 2024 Legislative Session, on various issues affecting the City.

PRIORITY BILLS

Recreational Immunity

SB 1576 – Passed

The Oregon Legislature approved Senate Bill 1576, which temporarily protects local jurisdictions and other owners of recreational trails from liability. The bill will sunset at the end of 2025 and elected officials have said there will be a deeper look at the law in the meantime.

The measure is part of an omnibus bill relating to civil matters that has three components. First, it provides authority for the Attorney General to disclose materials obtained in investigations of consumer data privacy violations to hired consultants. Second, it provides confidentiality for

court records of a minor's settlement agreement, when the agreement becomes part of the court's record pursuant to ORCP 27 I. Third, it temporarily allows all local governments to opt into immunity for trails or structures in public easements and rights of way; adds limited immunity for improved paths, trails, roads and other rights of way that are used to access land for recreational purposes; and adds walking, running and bicycling to the non-exclusive list of recreational purposes.

Measure 110 Fix

SB 4002A – Passed

This bill would put in place a new misdemeanor charge for drug possession, a move intended to motivate people to enter treatment with an estimated \$211 million in funding for courts, community mental health providers, treatment programs, new “shovel-ready treatment facilities” and other clinics and services. The bill’s intention is to help people avoid criminal charges and keep them out of jail unless they violate their probation.

The bill would unwind a key provision of the voter-passed Measure 110, which decriminalized possession of small amounts of hard drugs and enact a system of \$100 citations that a person could avoid if they obtained a health assessment. The bill would keep intact the measure’s provision that puts a share of cannabis revenue toward addiction services and programs.

The bill would create an unclassified misdemeanor that would carry potential jail time of up to 30 days for probation violations or up to 180 days when a defendant’s probation is revoked. But they could get an early release from jail if they entered inpatient or outpatient treatment.

Suspects caught with illegal drugs for their own use would be offered a chance to enter a deflection program to avoid jail and a record.

The proposal would give counties the option to build their own deflection programs instead of making them mandatory statewide.

Republicans unsuccessfully tried to introduce amendments that would have changed the bill with longer jail sentences and different paths for treatment.

In the end, Republicans who fought for tougher misdemeanor penalties recognized that a compromise is better than nothing.

Governor’s Housing Priority Bills

HB 1530 - Passed

The measure appropriates \$258 million for the implementation of various state programs.

To Oregon Housing and Community Services:

- \$65 million for emergency shelters
- \$40 million for the Oregon Eviction Diversion and Prevention and Eviction Prevention

Rapid Response programs and services administered by culturally responsive organizations

- \$10 million to acquire land for affordable housing
- \$5 million for individual development accounts
- \$2 million to support residents whose housing is being withdrawn from publicly supported housing, or is within a manufactured dwelling park being sold or closed

To the Oregon Department of Administrative Services:

- \$100 million for infrastructure projects supporting housing development
- \$1 million for a nonprofit to donate reused household goods and furnishings to low-income residents

To the Oregon Health Authority:

- \$18 million for recovery housing projects
- \$7.5 million for the Healthy Homes Repair Fund
- \$3.5 million for the Air Conditioner and Air Filter Deployment Program

To the State Department of Energy:

- \$4 million for the Residential Heat Pump Fund

To the Department of Human Services:

- \$2 million for emergency warming or cooling shelters

HB 1537A – Passed

The measure establishes the Housing Accountability and Production Office (HAPO) and directs HAPO to assist local governments with housing production. The measure requires local governments to grant land use regulation and design adjustments in certain circumstances and modifies the definition of limited land use decisions. It allows housing permit applicants to opt in to amended housing regulations and expands eligibility of prevailing applicants for housing development to receive attorney fees in a Land Use Board of Appeals review. Establishes the Housing Infrastructure Support Fund to provide capacity and support to municipalities for the planning and financing of infrastructure for housing unit production. Establishes the Housing Project Revolving Loan Fund to cover eligible developer costs, including infrastructure and system development charges, predevelopment costs, construction costs, and land write-downs. The measure allows cities to undergo either a one-time urban growth boundary amendment or a land exchange in specified conditions.

Planned Fires

HB 4016A – Passed

The Act makes certain changes to a program for planned fires. The Act directs an agency to extend the deadline for a grant program for protecting homes from fire. The Act directs agencies to report on creating a program for protecting homes from fire. The Act creates a fund related to responding to wildfire smoke.

Mental Health and Substance Use Care Study.

HB 4023A – Passed

This bill requires the Oregon Health Authority to study the problems in getting mental health care and substance use care in Oregon. The Act requires the OHA to send a report on its findings to the legislature. The section is repealed on January 2, 2026.

Corporate Activities Tax (CAT) Revisited

SB 1542 & HB 4055 – Failed

This bill raises the exemption and filing thresholds for the CAT tax beginning with the tax year 2025. This bill also increases the exempt amount and the filing threshold for purposes of the corporate activity tax. Applies to tax years beginning on or after January 1, 2025. BOMA is closely tracking anything tax related that would impact BOMA members. These bills died.

Industrial Land Use***HB 4042B – Failed***

The Act would promote the use of industrial lands. The Act would let firms develop semiconductors in an e-commerce city in order to get an enterprise zone tax break. The bill would have authorized the Oregon Business Development Department to provide financial assistance to projects related to industrial land. Includes semiconductor-related development activities as an eligible business activity in a city designated for electronic commerce for purposes of the enterprise zone property tax exemption program. This bill ultimately died in committee.

Housing Standards in the UGB***HB 4062 – Failed***

The Act would have relaxed housing standards, established a housing office to enforce housing laws, allowed a new UGB amendment and limited counties' role in UGB amendments. The bill would have required local governments to approve certain adjustments to land use regulations for housing development within urban growth boundaries. This bill did not receive a public hearing and died in committee.

Unincorporated Urban Planning***HB 4063B – Passed***

The measure incorporates planning responsibilities for unincorporated areas of Metro into the Oregon Housing Needs Analysis. It allows applicants for the development of housing to opt-in to amended development regulations. It removes statutory language prohibiting buyer-provided non-customary documents in a real estate transaction. It allows middle housing partitions to be further partitioned during the same calendar year. It allows a city to administratively approve or terminate an eligible property tax exemption for single-unit housing. It clarifies language regarding Metro and the Oregon Housing Needs Analysis.

Workforce Housing***HB 4134B – Passed***

This bill requires the Oregon Department of Administrative Services to provide grants to cities for specified infrastructure projects that will benefit housing developments that will make at least 30 percent of the dwelling units affordable to workforce income households. Requires cities receiving grants to provide reports to the Oregon Business Development Department.

This report has been prepared by City of Sandy's Government Affairs advocate Nellie deVries

City of Sandy

[HB 4002A](#)

[Bill Info](#)

Summary:

Position	Priority	Date Input
No Position	0	2/1/24

Digest: The Act makes changes to laws to make it easier to get treatment for substance use problems. The Act changes drug laws. The Act takes effect when the Governor signs it. (Flesch Readability Score: 87.1). Prohibits insurers from requiring prior authorization or other utilization review for coverage of substance use disorder medications. Specifies exceptions. Requires coordinated care organizations to provide to members medications for treatment of opioid use disorder and any co-occurring substance use disorder or mental health condition. Prohibits coordinated care organizations and public payers of health insurance from requiring prior authorization for medication-assisted treatment. Allows pharmacists to prescribe and dispense early refills of medication for opioid use disorder under specified conditions. Allows pharmacists to have on-site prescription drug lockers without obtaining a license or registration from the State Board of Pharmacy. Requires coordinated care organizations to have adequate networks of addiction treatment providers. Directs the Alcohol and Drug Policy Commission to conduct a study related to access to opioid use disorder treatment and interventions. Requires commission to report recommendations to Legislative Assembly to address barriers to accessing opioid use disorder treatment and interventions. Establishes a certified community behavioral health clinic program in the Oregon Health Authority and specifies the requirements for the program. Establishes the Joint Task Force on Regional Behavioral Health Accountability to make recommendations to the Legislative Assembly to improve the governance of behavioral health systems and strengthen evidence-based and equitable funding decisions and accountability of behavioral health systems. Sunsets January 2, 2026. Establishes the Task Force on Improving the Safety of Behavioral Health Workers to make recommendations to the Legislative Assembly to address the safety concerns that are prevalent in the behavioral health industry. Sunsets January 2, 2026. Establishes the United We Heal Medicaid Payment Program in the authority to provide supplemental medical assistance payments to behavioral health providers to enable the providers to access enhanced apprenticeship and training programs and opportunities by participating in a labor-management training trust. Modifies the definition of "delivery" for purposes of the Uniform Controlled Substance Act. Increases presumptive sentences when unlawful delivery of a controlled substance occurs in specified locations. Increases penalties for unlawful possession of a controlled substance on September 1, 2024. Designates crime as a drug enforcement misdemeanor and specifies sentence. Creates a new form of conditional discharge for drug enforcement misdemeanors and establishes processes for sealing records related to the crime. Establishes the Oregon Behavioral Health Deflection Program consisting of grants awarded to fund deflection programs. Directs the Oregon Criminal Justice Commission to track data including arrests and prosecutions for possession and delivery crimes and data concerning deflection program outcomes. Increases the number of hours a person can be held in a facility when admitted to the facility due to intoxication or being under the influence of controlled substances. Authorizes members of a mobile crisis intervention team to take a person to a sobering facility or appropriate facility. Modifies immunity from civil and criminal liability for certain persons involved in the provision of treatment. Establishes the Oregon Jail-Based Medications for Opioid Use Disorder Grant Program. Declares an emergency, effective on passage.

Status:

- 3/6/24 S - President signed.
- 3/5/24 H - Speaker signed.
- 3/1/24 S - Vote explanation(s) filed by Campos, Frederick, Jama, Patterson, Prozanski, Robinson, Steiner.
- 3/1/24 S - Rules suspended. Made special order of business. Third reading. Carried by Lieber. Passed.
- 3/1/24 S - Rules suspended. Second reading.

- 3/1/24 S - Recommendation: Do pass the A-Eng. bill.
- 3/1/24 S - First reading. Referred to Addiction and Community Safety Response Committee.
- 2/29/24 H - Vote explanation(s) filed by Andersen, Chaichi, Diehl, Elmer, Grayber, Hartman, Nelson, Nguyen H, Pham K, Yunker.
- 2/29/24 H - Third reading. Carried by Kropf. Passed.
- 2/28/24 H - Second reading.
- 2/28/24 H - Recommendation: Do pass with amendments and be printed A-Engrossed.
- 2/27/24 H - Work Session held.
- 2/26/24 H - Public Hearing held.
- 2/7/24 H - Public Hearing held.
- 2/5/24 H - Informational Meeting held.
- 2/5/24 H - Referred to Addiction and Community Safety Response.
- 2/5/24 H - First reading. Referred to Speaker's desk.

<u>HB 4015</u>	Position	Priority	Date Input	Category
<u>Bill Info</u>	No Position	0	2/1/24	Energy/Environment

Summary: Digest: Permits a person who wants to build a battery energy storage system (BESS) to choose to use EFSC for the siting of the BESS. Permits the ruling body of a local body after talking with the person who wants to build a BESS to choose to use EFSC for the siting of the BESS. Permits a BESS to be built and run without its own site certificate if the BESS is subject to the site certificate of another energy facility. Defines BESS. The Act takes effect on the 91st day after sine die. (Flesch Readability Score: 64.0). Permits a developer of a facility or the governing body of a local government after consulting with the developer to elect to defer regulatory authority to the Energy Facility Siting Council for the siting of a battery energy storage system. Permits a battery energy storage system that is under the regulatory authority of the Energy Facility Siting Council to be constructed and operated without a separate site certificate if the battery energy storage system is subject to a site certificate for another energy facility. Defines "battery energy storage system." Takes effect on the 91st day following adjournment sine die.

Status:

- 3/7/24 S - President signed.
- 3/6/24 H - Speaker signed.
- 3/5/24 S - Thatcher, excused, granted unanimous consent to vote nay.
- 3/5/24 S - Third reading. Carried by Sollman. Passed.
- 3/4/24 S - Carried over to 03-05 by unanimous consent.
- 3/1/24 S - Second reading.
- 3/1/24 S - Recommendation: Do pass.
- 2/27/24 S - Work Session held.
- 2/22/24 S - Public Hearing held.
- 2/19/24 S - Referred to Energy and Environment.
- 2/19/24 S - First reading. Referred to President's desk.
- 2/15/24 H - Rules suspended. Third reading. Carried by Helm. Passed.
- 2/15/24 H - Second reading.
- 2/15/24 H - Recommendation: Do pass.
- 2/14/24 H - Work Session held.
- 2/7/24 H - Public Hearing held.
- 2/5/24 H - Referred to Climate, Energy, and Environment.
- 2/5/24 H - First reading. Referred to Speaker's desk.

HB 4016A	Position	Priority	Date Input	Category
Bill Info	No Position	0	2/1/24	Energy/Environment

Summary: **Digest: The Act makes certain changes to a program for planned fires. The Act directs an agency to extend the deadline for a grant program for protecting homes from fire. The Act directs agencies to report on creating a program for protecting homes from fire. (Flesch Readability Score: 70.8).** [*Digest: The Act makes certain changes to a program for planned fires. The Act directs an agency to extend the deadline for a grant program for protecting homes from fire. The Act directs agencies to report on creating a program for protecting homes from fire. The Act creates a fund related to responding to wildfire smoke. (Flesch Readability Score: 71.3).*] Makes certain changes to the Prescribed Fire Liability Pilot Program. Directs the Department of Consumer and Business Services to allow a person to apply for a grant under the Fire Hardening Grant Program on or before December 31, 2025. Directs the Department of Consumer and Business Services and the Department of the State Fire Marshal to report, on or before September 15, 2024, to committees or interim committees of the Legislative Assembly related to natural resources on a proposal for a proactive home hardening program. [*Establishes the Smoke Preparedness and Response Fund in the State Treasury. Continuously appropriates moneys in the fund to the Department of Environmental Quality for assistance with community smoke response plans.*] Takes effect on the 91st day following adjournment sine die.

Status:

- 3/7/24 S - President signed.
- 3/6/24 H - Speaker signed.
- 3/5/24 S - Third reading. Carried by Golden. Passed.
- 3/4/24 S - Carried over to 03-05 by unanimous consent.
- 3/1/24 S - Second reading.
- 3/1/24 S - Recommendation: Do pass the A-Eng. bill.
- 2/29/24 S - Work Session held.
- 2/27/24 S - Public Hearing held.
- 2/21/24 S - Referred to Natural Resources and Wildfire.
- 2/21/24 S - First reading. Referred to President's desk.
- 2/21/24 H - Third reading. Carried by Owens. Passed.
- 2/20/24 H - Rules suspended. Carried over to February 21, 2024 Calendar.
- 2/20/24 H - Second reading.
- 2/19/24 H - Subsequent referral to Ways and Means rescinded by order of the Speaker.
- 2/19/24 H - Recommendation: Do pass with amendments, be printed A-Engrossed, and subsequent referral to Ways and Means be rescinded.
- 2/19/24 H - Work Session held.
- 2/14/24 H - Work Session held.
- 2/5/24 H - Public Hearing held.
- 2/5/24 H - Referred to Climate, Energy, and Environment with subsequent referral to Ways and Means.
- 2/5/24 H - First reading. Referred to Speaker's desk.

HB 4023B	Position	Priority	Date Input
Bill Info	No Position	0	2/1/24

Summary: **Digest: The Act forbids local governing bodies from limiting in certain ways where some places can be built. The Act applies to places that provide housing and care to people who have mental health needs or who need substance use treatment. (Flesch Readability Score: 70.2).** Prohibits local governments from imposing certain restrictions on the siting of residential treatment facilities in certain areas.

Status:

- 3/7/24 S - Rules suspended. Third reading. Carried by Manning Jr. Passed.
- 3/7/24 S - Second reading.
- 3/6/24 S - Recommendation: Do pass with amendments to the A-Eng. bill. (Printed B-Eng.)
- 3/6/24 S - Work Session held.
- 3/5/24 S - Public Hearing held.
- 2/28/24 S - Referred to Rules.
- 2/28/24 S - First reading. Referred to President's desk.
- 2/27/24 H - Third reading. Carried by Helfrich. Passed.
- 2/26/24 H - Second reading.
- 2/23/24 H - Subsequent referral to Ways and Means rescinded by order of the Speaker.
- 2/23/24 H - Recommendation: Do pass with amendments, be printed A-Engrossed, and subsequent referral to Ways and Means be rescinded.
- 2/22/24 H - Work Session held.
- 2/15/24 H - Public Hearing held.
- 2/5/24 H - Referred to Rules with subsequent referral to Ways and Means.
- 2/5/24 H - First reading. Referred to Speaker's desk.

HB 4029

Bill Info

Position	Priority	Date Input	Category
No Position	0	2/1/24	Housing/UGB

Summary: Digest: Makes OHCS study and report on housing. (Flesch Readability Score: 78.8). Requires the Housing and Community Services Department to study housing and to submit a report to the relevant interim committees of the Legislative Assembly no later than September 15, 2025.

Status:

- 2/5/24 H - Referred to Rules with subsequent referral to Ways and Means.
- 2/5/24 H - First reading. Referred to Speaker's desk.

HB 4042B

Bill Info

Position	Priority	Date Input
No Position	0	2/1/24

Summary: Digest: The Act would promote the use of industrial lands. The Act would let firms develop semiconductors in an e-commerce city in order to get an enterprise zone tax break. (Flesch Readability Score: 60.8). Authorizes the Oregon Business Development Department to provide financial assistance to projects related to industrial land. Extends the sunset of the Oregon Industrial Site Readiness Program. Establishes the Industrial Site Loan Fund in the State Treasury. Appropriates moneys for deposit in the fund for the purpose of funding financial assistance to industrial land projects. Includes semiconductor-related development activities as an eligible business activity in a city designated for electronic commerce for purposes of the enterprise zone property tax exemption program. Takes effect on the 91st day following adjournment sine die.

Status:

- 3/1/24 H - Referred to Ways and Means by prior reference.
- 3/1/24 H - Recommendation: Do pass with amendments, be printed B-Engrossed, and be referred to Ways and Means by prior reference.
- 2/28/24 H - Work Session held.
- 2/27/24 H - Informational Meeting held.
- 2/21/24 H - Public Hearing held.
- 2/16/24 H - Referred to Revenue by order of Speaker and then Ways and Means by prior reference.
- 2/16/24 H - Recommendation: Do pass as amended and be printed A-Engrossed, be referred to Revenue and then referred to Ways and Means by prior reference.

2/15/24 H - Work Session held.
 2/6/24 H - Public Hearing held.
 2/5/24 H - Referred to Economic Development and Small Business with subsequent referral to Ways and Means.
 2/5/24 H - First reading. Referred to Speaker's desk.

<u>HB 4044A</u>	Position	Priority	Date Input	Category
<u>Bill Info</u>	No Position	0	2/1/24	Energy/Environment

Summary: Digest: The Act tells the DEQ to study risks related to toxic inhalation caused by earthquakes. The DEQ must submit a report on its study to the Legislative Assembly by December 1, 2024. The Act takes effect as soon as it is passed. (Flesch Readability Score: 61.6). Directs the Department of Environmental Quality to study risks and issues relating to earthquake-induced toxic inhalation. Requires the department to submit a report on the study to a committee of the Legislative Assembly by December 1, 2024. Authorizes the department to submit recommendations for legislation to the committee by March 1, 2025. Declares an emergency, effective on passage.

Status:

2/12/24 H - Referred to Ways and Means by prior reference.
 2/12/24 H - Recommendation: Do pass with amendments, be printed A-Engrossed, and be referred to Ways and Means by prior reference.
 2/8/24 H - Work Session held.
 2/6/24 H - Public Hearing held.
 2/5/24 H - Referred to Emergency Management, General Government, and Veterans with subsequent referral to Ways and Means.
 2/5/24 H - First reading. Referred to Speaker's desk.

<u>HB 4046</u>	Position	Priority	Date Input	Category
<u>Bill Info</u>	No Position	0	2/1/24	Housing/UGB

Summary: Digest: This Act allows rural residents to build an extra house for their families. (Flesch Readability Score: 63.4). Allows an occupying homeowner outside of an urban growth boundary to site one additional family dwelling unit on the tract of the home. Takes effect on the 91st day following adjournment sine die.

Status:

2/5/24 H - Referred to Housing and Homelessness.
 2/5/24 H - First reading. Referred to Speaker's desk.

<u>HB 4048</u>	Position	Priority	Date Input	Category
<u>Bill Info</u>	No Position	0	2/1/24	Housing/UGB

Summary:

Digest: The Act relaxes housing standards, establishes a housing office to enforce housing laws, allows a new UGB amendment and limits counties' role in UGB amendments. The Act goes into effect when the Governor signs it. (Flesch Readability Score: 61.9). Requires local governments to approve certain adjustments to land use regulations for housing development within urban growth boundaries. Establishes alternate appellate procedures for adjustments. Requires certain cities to report to the Department of Land Conservation and Development on the use of adjustments. Requires the department to report biennially to an interim committee of the Legislative Assembly. Sunsets January 2, 2032. Requires the Department of Land Conservation and Development and the Department of Consumer and Business Services to jointly establish and administer the Housing Accountability and Production Office. Requires the office to assist local governments and housing developers with housing laws relating to land use and land divisions. Authorizes the office to take certain actions to enforce housing laws. Establishes new process through which the office may request enforcement orders relating to land use housing laws. Becomes operative April 1, 2025. Requires the office to commission a report on developing efficiencies in housing production and to deliver the report to an interim committee of Legislative Assembly on or before September 15, 2025. Develops an alternative process to amend urban growth boundaries to include up to 150 net residential acres per city. Provides for limitations and review by Metro, where applicable, and for review by the Department of Land Conservation and Development and courts. Sunsets January 2, 2033. Expands eligibility for attorney fees for appeals of residential development proposals to include local governments and all needed housing. Limits counties' role in reviewing cities' amendments to urban growth boundaries. Appropriates moneys from the General Fund to the department to establish and operate the office and to provide grants to local governments for housing law compliance. Declares an emergency, effective on passage.

Status:

2/5/24 H - Referred to Housing and Homelessness.
 2/5/24 H - First reading. Referred to Speaker's desk.

[HB 4062](#)
[Bill Info](#)

Position	Priority	Date Input
Monitor	1	2/1/24

Summary:

Digest: The Act creates new drug crimes and increases penalties for some drug offenses. The Act makes other changes to Ballot Measure 110, including changes to treatment funding. The Act also creates a new diversion program and a process for setting aside certain drug convictions. The Act goes into effect when the Governor signs it. (Flesch Readability Score: 60.5). Creates the crime of using a controlled substance in public. Punishes by up to 364 days' jail, \$6,250 fine, or both. Creates the crime of possessing, purchasing, making, delivering or selling a pill press. Punishes by up to five years' imprisonment, \$125,000 fine, or both. Increases the penalties for possession of a controlled substance. Punishes by up to 364 days' jail, \$6,250 fine, or both. Directs counties to supervise persons convicted of certain property misdemeanors. Requires that for certain drug and property crimes, the court must require an evaluation and treatment as part of probation. Creates a diversion program for certain drug crimes. Directs the court to enter an order setting aside a conviction for certain drug crimes when specified conditions are met. Directs the Alcohol and Drug Policy Commission to provide grants and funding for drug treatment and other related services. Transfers the duties of the Oversight and Accountability Council to the commission. Requires a prison sentence for the unlawful delivery or manufacture of a controlled substance when the person has a prior conviction. Increases the penalties for the unlawful delivery of a controlled substance that results in the death of a person. Punishes by up to 20 years' imprisonment, \$375,000 fine, or both. Provides that possession of a controlled substance with the intent to deliver constitutes delivery. Authorizes local governments to enact laws prohibiting the use of controlled substances. Declares an emergency, effective on passage.

Status:

2/5/24 H - Referred to Behavioral Health and Health Care.
 2/5/24 H - First reading. Referred to Speaker's desk.

[HB 4063B](#)

[Bill Info](#)

Position	Priority	Date Input
No Position	0	2/1/24

Summary:

Digest: The Act makes counties plan for areas of Metro that are not in a city. The Act lets home builders use updated local rules. The Act lets real estate agents accept love letters. The Act amends middle housing land divisions. The Act lets city staff grant or end tax exemption for single-unit housing. (Flesch Readability Score: 73.1). *Digest: The Act makes counties plan for areas of Metro that are not in a city. The Act lets home builders use updated local rules. The Act lets real estate agents accept love letters. The Act amends middle housing land divisions and mobile home registrations. The Act lets city staff grant or end tax exemption for single-unit housing. (Flesch Readability Score: 60.8).* Û Requires Metro counties to plan for the housing needs of Metro urban unincorporated lands. Allows a housing developer with a pending application to opt in to amended local land use regulations. Allows sellers' real estate agents to accept irregular documents from buyers. Allows middle housing land partitions of certain parcels in the year that the parcel was created. *Removes requirements that a manufactured dwelling owner register the dwelling with the Department of Consumer and Business Services or cancel the registration before obtaining a mortgage recorded in the county real property records. Allows owner to record an affidavit to affix the dwelling to real property.* Û Allows a city to administratively approve or terminate the property tax exemption for single-unit housing. Takes effect on the 91st day following adjournment sine die.

Status:

- 3/6/24 H - House concurred in Senate amendments and repassed bill.
- 3/5/24 S - Third reading. Carried by Anderson. Passed.
- 3/4/24 S - Second reading.
- 3/1/24 S - Recommendation: Do pass with amendments to the A-Eng. bill. (Printed B-Eng.)
- 2/29/24 S - Work Session held.
- 2/27/24 S - Public Hearing held.
- 2/21/24 S - Referred to Housing and Development.
- 2/21/24 S - First reading. Referred to President's desk.
- 2/20/24 H - Third reading. Carried by Gamba. Passed.
- 2/20/24 H - Potential conflict(s) of interest declared by Nguyen D.
- 2/19/24 H - Second reading.
- 2/16/24 H - Recommendation: Do pass with amendments and be printed A-Engrossed.
- 2/15/24 H - Work Session held.
- 2/13/24 H - Public Hearing held.
- 2/5/24 H - Referred to Housing and Homelessness.
- 2/5/24 H - First reading. Referred to Speaker's desk.

[HB 4064](#)

[Bill Info](#)

Position	Priority	Date Input
No Position	0	2/1/24

Summary: Digest: Makes OHCS study and report on housing. (Flesch Readability Score: 78.8). Requires the Housing and Community Services Department to study housing and to submit a report to the relevant interim committees of the Legislative Assembly no later than September 15, 2025.

Status:

2/5/24 H - Referred to Housing and Homelessness with subsequent referral to Ways and Means.
 2/5/24 H - First reading. Referred to Speaker's desk.

HB 4065	Position	Priority	Date Input	Category
Bill Info	No Position	0	2/1/24	Housing/UGB

Summary: Digest: The Act would create a fund for grants to developers of affordable housing. (Flesch Readability Score: 63.4). Authorizes cities and counties to adopt a program for awarding grants to developers of affordable housing and moderate income housing projects to finance certain costs associated with such housing projects. Directs the Housing and Community Services Department to develop a revolving loan program to make interest-free loans to participating cities and counties to fund the grants. Imposes an annual fee on each grantee developer in repayment of the loans. Provides for the distribution of the fee moneys first to fire districts for ad valorem property taxes and then to the department in repayment of the loan that funded the grant awarded to the developer. Appropriates moneys to the Housing and Community Services Department to provide grants to nonprofits to engage with tenants whose housing is being withdrawn from publicly supported housing. Takes effect on the 91st day following adjournment sine die.

Status:

2/5/24 H - Referred to Housing and Homelessness with subsequent referral to Ways and Means.
 2/5/24 H - First reading. Referred to Speaker's desk.

HB 4099A	Position	Priority	Date Input
Bill Info	No Position	0	2/1/24

Summary: Digest: The Act makes OHCS guarantee a local government's collection of a fee to be paid by a home builder on a delayed schedule. The Act goes into effect when the Governor signs it. (Flesch Readability Score: 69.5). Requires the Housing and Community Services Department to guarantee local governments' deferral of system development charges for housing developments. Becomes operative on January 1, 2025. Establishes the Municipal Development Protection Fund for such purposes. Appropriates moneys to the fund. Declares an emergency, effective on passage.

Status:

2/14/24 H - Referred to Ways and Means by prior reference.
 2/14/24 H - Recommendation: Do pass with amendments, be printed A-Engrossed, and be referred to Ways and Means by prior reference.
 2/13/24 H - Work Session held.
 2/6/24 H - Public Hearing held.
 2/5/24 H - Referred to Housing and Homelessness with subsequent referral to Ways and Means.
 2/5/24 H - First reading. Referred to Speaker's desk.

HB 4099A	Position	Priority	Date Input
Bill Info	No Position	0	2/29/24

Summary: Digest: The Act makes OHCS guarantee a local government's collection of a fee to be paid by a home builder on a delayed schedule. The Act goes into effect when the Governor signs it. (Flesch Readability Score: 69.5). Requires the Housing and Community Services Department to guarantee local governments' deferral of system development charges for housing developments. Becomes operative on January 1, 2025. Establishes the Municipal Development Protection Fund for such purposes. Appropriates moneys to the fund. Declares an emergency, effective on passage.

Status:

- 2/14/24 H - Referred to Ways and Means by prior reference.
- 2/14/24 H - Recommendation: Do pass with amendments, be printed A-Engrossed, and be referred to Ways and Means by prior reference.
- 2/13/24 H - Work Session held.
- 2/6/24 H - Public Hearing held.
- 2/5/24 H - Referred to Housing and Homelessness with subsequent referral to Ways and Means.
- 2/5/24 H - First reading. Referred to Speaker's desk.

HB 4112A	Position	Priority	Date Input
Bill Info	No Position	0	2/1/24

Summary:

Digest: Tells one of the state's agencies to make rules that say how the agency will buy products and services from companies that make clean energy technology. Lets the agency work with other government bodies to help create and keep jobs in this state. Creates a fund for another state agency to make loans and grants to companies that make clean energy technology and projects that give certain benefits to people in this state. Sets up a group to give advice to the second agency. (Flesch Readability Score: 61.3). [*Digest: Tells one of the state's agencies to make rules that say how the agency will buy products and services from clean energy companies. Lets the agency work with other government bodies to help create and keep jobs in this state. Creates a fund for another state agency to make loans and grants to clean energy companies and projects that give certain benefits to people in this state. Sets up a group to give advice to the second agency. (Flesch Readability Score: 76.5).*] Requires the Oregon Department of Administrative Services to adopt rules to govern procurements from clean energy technology **manufacturing** companies. Directs the department to cooperate with state agencies that have expertise in energy production and conservation and in reducing or mitigating environmental impacts. Specifies the required contents of the department's rules. Directs other state agencies to cooperate with the department in adopting and implementing rules. Permits the department to enter into cooperative procurements and intergovernmental agreements in combination with other governmental bodies in this or other states to provide incentives for clean energy technology **manufacturing** companies to create and retain high-skilled manufacturing jobs. Establishes the Oregon Clean Energy Technology Manufacturing Opportunity Fund and appropriates moneys in the fund to the Oregon Business Development Department. Requires the department to establish a program to make loans, grants and other expenditures from the fund to foster, attract and sustain clean energy technology **manufacturing** companies, and for other purposes. Requires the department to give priority in loans and grants to clean energy technology **manufacturing** companies that include an employment plan with an application for the loan or grant. Establishes the Clean **Energy** Technology Leadership Advisory Council. Specifies the council's membership and requires the council to advise the Oregon Business Development Department on decisions with respect to awarding loans and grants and to study and recommend methods of attracting, fostering and sustaining manufacturing firms and operations in this state, while maximizing additional benefits, including creating and sustaining living wage or union jobs, alleviating supply chain constraints and improving access to clean energy technologies, supporting technological innovation and diversifying the economy of this state. Takes effect on the 91st day following adjournment sine die.

Status:

2/21/24 H - Referred to Ways and Means by prior reference.
2/21/24 H - Recommendation: Do pass with amendments, be printed A-Engrossed, and be referred to Ways and Means by prior reference.
2/19/24 H - Work Session held.
2/14/24 H - Public Hearing held.
2/12/24 H - Public Hearing held.
2/5/24 H - Referred to Climate, Energy, and Environment with subsequent referral to Ways and Means.
2/5/24 H - First reading. Referred to Speaker's desk.

[HB 4117](#)

[Bill Info](#)

Position	Priority	Date Input
No Position	0	2/1/24

Summary: Digest: Allows OGEK and OGEK staff to give advice on the public meetings law. (Flesch Readability Score: 69.9). Authorizes the Oregon Government Ethics Commission to issue advisory opinions on the application of the public meetings law to actual or hypothetical circumstances. Authorizes the executive director of the commission to issue staff advisory opinions or written or oral staff advice on the application of the public meetings law to actual or hypothetical circumstances. Permits other commission staff to issue written or oral staff advice on the public meetings law. Declares an emergency, effective on passage.

Status:

- 3/6/24 S - President signed.
- 3/5/24 H - Speaker signed.
- 3/4/24 S - Third reading. Carried by Hansell. Passed.
- 3/1/24 S - Carried over to 03-04 by unanimous consent.
- 2/29/24 S - Second reading.
- 2/29/24 S - Recommendation: Do pass.
- 2/27/24 S - Work Session held.
- 2/22/24 S - Public Hearing held.
- 2/19/24 S - Referred to Rules.
- 2/19/24 S - First reading. Referred to President's desk.
- 2/15/24 H - Rules suspended. Third reading. Carried by Sosa. Passed.
- 2/15/24 H - Second reading.
- 2/14/24 H - Recommendation: Do pass.
- 2/13/24 H - Work Session held.
- 2/6/24 H - Public Hearing held.
- 2/5/24 H - Referred to Rules.
- 2/5/24 H - First reading. Referred to Speaker's desk.

[HB 4128A](#)

[Bill Info](#)

Position	Priority	Date Input	Category
Support	1	2/1/24	Water

Summary: **Digest: The Act would give money to cities to produce water infrastructure for new houses in this state. The Act would give money to a state agency to carry out a law related to water wells. The Act would tell a state agency to create updated information about infrastructure in this state. (Flesch Readability Score: 61.8). [Digest: Tells a state agency to conduct a study of water equipment in this state. (Flesch Readability Score: 65.7).] Appropriates moneys from the General Fund to the Oregon Business Development Department for deposit in the Special Public Works Fund. The department must distribute specific amounts of moneys in the fund to listed cities for the purpose of producing water and wastewater infrastructure to support new residential housing in this state. Appropriates moneys from the General Fund to the Water Resources Department for deposit in the Water Well Abandonment, Repair and Replacement Fund to carry out purposes authorized by the fund. Requires the Oregon Business Development Department to update the Oregon Infrastructure and Community Facilities Inventory. Appropriates moneys from the General Fund to the Oregon Business Development Department to carry out the update. [Requires the Oregon Department of Administrative Services to study water infrastructure needs in this state and submit a report to the Legislative Assembly no later than September 15, 2025.] [Sunsets January 2, 2026].**

Status:

- 2/16/24 H - Referred to Ways and Means by prior reference.

- 2/16/24 H - Recommendation: Do pass with amendments, be printed A-Engrossed, and be referred to Ways and Means by prior reference.
- 2/15/24 H - Work Session held.
- 2/13/24 H - Public Hearing held.
- 2/5/24 H - Referred to Agriculture, Land Use, Natural Resources, and Water with subsequent referral to Ways and Means.
- 2/5/24 H - First reading. Referred to Speaker's desk.

<u>HB 4134B</u> <u>Bill Info</u>	Position Monitor	Priority 3	Date Input 2/1/24	Category Housing/UGB
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Summary: **Digest: This Act makes OBDD give money to cities for infrastructure to support housing. (Flesch Readability Score: 63.4).** *Digest: This Act makes DAS give money to cities for infrastructure to support housing. (Flesch Readability Score: 63.4).* Requires the Oregon Department of Administrative Services to provide grants to cities for specified infrastructure projects that will benefit housing developments that will make at least 30 percent of the dwelling units affordable to workforce income households. **Requires cities receiving grants to provide reports to the Oregon Business Development Department. Appropriates moneys to the Oregon Business Development Department.** Declares an emergency, effective on passage.

Status:

- 3/7/24 S - Rules suspended. Third reading. Carried by Meek. Passed.
- 3/7/24 S - Second reading.
- 3/7/24 S - Recommendation: Do pass the B-Eng. bill.
- 3/5/24 S - Referred to Ways and Means.
- 3/5/24 S - First reading. Referred to President's desk.
- 3/5/24 H - Third reading. Carried by Elmer. Passed.
- 3/4/24 H - Second reading.
- 3/1/24 H - Recommendation: Do pass with amendments and be printed B-Engrossed.
- 2/28/24 H - Work Session held.
- 2/27/24 H - Returned to Full Committee.
- 2/27/24 H - Work Session held.
- 2/24/24 H - Assigned to Subcommittee On Transportation and Economic Development.
- 2/14/24 H - Referred to Ways and Means by prior reference.
- 2/14/24 H - Recommendation: Do pass with amendments, be printed A-Engrossed, and be referred to Ways and Means by prior reference.
- 2/13/24 H - Work Session held.
- 2/6/24 H - Public Hearing held.
- 2/5/24 H - Referred to Housing and Homelessness with subsequent referral to Ways and Means.
- 2/5/24 H - First reading. Referred to Speaker's desk.

<u>HB 4154B</u> <u>Bill Info</u>	Position No Position	Priority 0	Date Input 2/1/24
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Summary: Digest: Creates a fund to help the electronic chip industry. The Act becomes law 91 days after adjournment. (Flesch Readability Score: 63.8). Establishes the Semiconductor Talent Sustaining Fund *and subaccounts of the fund*. Requires the Higher Education Coordinating Commission to allocate moneys from the fund *and subaccounts* to provide education, training and research to assist the semiconductor industry. *Requires the commission to establish a statewide semiconductor industry consortium for the purpose of developing a comprehensive statewide strategy to guide investments and build educational pathways and research capacity for the semiconductor industry and to make recommendations to the commission on how best to allocate moneys in the Semiconductor Talent Sustaining Fund and subaccounts.* *Requires the consortium to submit a report to the Legislative Assembly every two years detailing progress and investments made to improve semiconductor education and research.* *Requires the commission to award a series of grants to identified entities.* Exempts some programs receiving federal financial assistance from certain provisions. Sunsets the Semiconductor Talent Sustaining Fund *and subaccounts* on January 2, 2030. Takes effect on the 91st day following adjournment sine die.

Status:

- 3/7/24 S - Rules suspended. Third reading. Carried by Sollman. Passed.
- 3/7/24 S - Second reading.
- 3/7/24 S - Recommendation: Do pass the B-Eng. bill.
- 3/6/24 S - Referred to Ways and Means.
- 3/6/24 S - First reading. Referred to President's desk.
- 3/6/24 H - Rules suspended. Third reading. Carried by Pham H. Passed.
- 3/6/24 H - Second reading.
- 3/5/24 H - Recommendation: Do pass with amendments and be printed B-Engrossed.
- 3/4/24 H - Work Session held.
- 3/1/24 H - Returned to Full Committee.
- 3/1/24 H - Work Session held.
- 2/29/24 H - Assigned to Subcommittee On Capital Construction.
- 2/19/24 H - Referred to Ways and Means by prior reference.
- 2/19/24 H - Recommendation: Do pass with amendments, be printed A-Engrossed, and be referred to Ways and Means by prior reference.
- 2/15/24 H - Work Session held.
- 2/6/24 H - Public Hearing held.
- 2/5/24 H - Referred to Higher Education with subsequent referral to Ways and Means.
- 2/5/24 H - First reading. Referred to Speaker's desk.

[HB 4155A](#)
[Bill Info](#)

Position	Priority	Date Input
No Position	0	2/1/24

Summary: Digest: The Act would require a study of how the state can help lower infrastructure and housing costs. The Act would require the agency doing the study to submit a report to the legislature by mid-September. (Flesch Readability Score: 60.6). Directs the Oregon Business Development Department to study infrastructure financing in Oregon by considering and evaluating tools the state may use to have a positive effect on infrastructure and housing costs in Oregon. Requires the department to submit a report of the findings of the study to the Legislative Assembly. Declares an emergency, effective on passage.

Status:

2/16/24 H - Referred to Ways and Means by prior reference.
 2/16/24 H - Recommendation: Do pass with amendments, be printed A-Engrossed, and be referred to Ways and Means by prior reference.
 2/15/24 H - Work Session held.
 2/13/24 H - Public Hearing held.
 2/8/24 H - Public Hearing held.
 2/5/24 H - Referred to Emergency Management, General Government, and Veterans with subsequent referral to Ways and Means.
 2/5/24 H - First reading. Referred to Speaker's desk.

[HB 5201A](#)

[Bill Info](#)

Position	Priority	Date Input
No Position	0	2/14/24

Summary: **Digest: The Act changes law relating to borrowing by the state for certain projects. (Flesch Readability Score: 63.4).** *Digest: The Act changes the recipient of a lottery bond. (Flesch Readability Score: 66.1).* **Modifies the recipient of revenues from a previously approved lottery bond.** **Modifies amounts authorized for issuance of general obligation bonds and revenue bonds for the biennium. Modifies certain lottery bond authorizations. Authorizes issuance of various lottery bonds. Provides that the Southern Oregon University Central Hall Capital Improvements (Phase II) project is subject to certain requirements related to apprenticeship, outreach and benefits.** Declares an emergency, effective on passage.

Status:

3/7/24 S - Rules suspended. Third reading. Carried by Girod. Passed.
 3/7/24 S - Rules suspended. Second reading.
 3/7/24 S - Recommendation: Do pass the A-Eng. bill.
 3/7/24 S - Referred to Ways and Means.
 3/7/24 S - First reading. Referred to President's desk.
 3/7/24 H - Rules suspended. Third reading. Carried by Holvey. Passed.
 3/7/24 H - Second reading.
 3/7/24 H - Recommendation: Do pass with amendments and be printed A-Engrossed.
 3/6/24 H - Returned to Full Committee.
 3/6/24 H - Work Session held.
 3/6/24 H - Work Session held.
 2/16/24 H - Public Hearing held.
 2/15/24 H - Assigned to Subcommittee On Capital Construction.
 2/12/24 H - Referred to Ways and Means.

2/12/24 H - First reading. Referred to Speaker's desk.

SB 1530B

Bill Info

Summary:

Position	Priority	Date Input
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No Position	0	2/1/24
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Digest: Gives money to OHCS, OHA, DHS, DOE, OBDD, ODOT, WRD and DAS for programs. Goes into effect when the Governor signs it. (Flesch Readability Score: 80.3). *Digest: Gives money to OHCS, OHA, DHS, DOE and DAS for programs. Goes into effect when the Governor signs it. (Flesch Readability Score: 81.4).* Appropriates moneys to **and modifies expenditure limitations for the Housing and Community Services Department, Oregon Health Authority, Department of Human Services, State Department of Energy, Oregon Business Development Department, Department of Transportation, Water Resources Department** and Oregon Department of Administrative Services for various programs. Declares an emergency, effective on passage.

Status:

- 3/5/24 H - Speaker signed.
- 3/5/24 S - President signed.
- 3/4/24 H - Rules suspended. Third reading. Carried by Gomberg, Dexter. Passed.
- 3/4/24 H - Second reading.
- 3/1/24 H - Recommendation: Do pass.
- 2/29/24 H - Referred to Ways and Means.
- 2/29/24 H - First reading. Referred to Speaker's desk.
- 2/29/24 S - Vote explanation(s) filed by Boquist, Thatcher.
- 2/29/24 S - Knopp declared potential conflict of interest.
- 2/29/24 S - Rules suspended. Third reading. Carried by Anderson, Woods. Passed.
- 2/29/24 S - Second reading.
- 2/29/24 S - Recommendation: Do pass with amendments to the A-Eng. bill. (Printed B-Eng.)
- 2/28/24 S - Work Session held.
- 2/27/24 S - Returned to Full Committee.
- 2/27/24 S - Work Session held.
- 2/24/24 S - Assigned to Subcommittee On Transportation and Economic Development.
- 2/14/24 S - Referred to Ways and Means by prior reference.
- 2/14/24 S - Recommendation: Do pass with amendments and be referred to Ways and Means by prior reference. (Printed A-Eng.)
- 2/13/24 S - Public Hearing and Work Session held.
- 2/5/24 S - Referred to Housing and Development, then Ways and Means.
- 2/5/24 S - Introduction and first reading. Referred to President's desk.

SB 1537B

Bill Info

Position	Priority	Date Input
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No Position	0	2/1/24
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Summary:

Digest: The Act establishes a housing office to support and enforce housing laws; lets home builders use updated local rules; awards lawyer fees for more housing appeals; assists with infrastructure for housing; creates a fund for grants to developers of affordable housing; makes cities approve changes to housing rules; makes cities expedite applications to build housing; lets cities change their growth boundaries; and gives money to DLCD, BO and OHCS for this Act. (Flesch Readability Score: 62.4). Requires the Department of Land Conservation and Development and the Department of Consumer and Business Services to jointly establish and administer the Housing Accountability and Production Office. Requires the office to assist local governments and housing developers with housing laws. Authorizes the office to take certain actions to enforce housing laws. Becomes operative on July 1, 2025. Allows a housing developer with a pending application to opt in to amended local land use regulations. Expands eligibility for attorney fees on appeal of the approval of a residential development proposal to include local governments and *all* **affordable housing or housing within urban growth boundaries**. Creates the Housing Infrastructure Support Fund to allow the Oregon Business Development Department to provide capacity and support to local governments in developing infrastructure to support residential development. Requires the Department of Land Conservation and Development to *biennially* report to the Legislative Assembly **before 2025** on proposed infrastructure projects that may support residential development. Authorizes cities and counties to adopt a program for awarding grants to developers of affordable housing and moderate income housing projects to finance certain costs associated with such housing projects. Directs the Housing and Community Services Department to develop a revolving loan program to make interest-free loans to participating cities and counties to fund the grants. Imposes an annual fee on each grantee developer in repayment of the loans. Provides for the distribution of the fee moneys first to fire districts for ad valorem property taxes and then to the department in repayment of the loan that funded the grant awarded to the developer. Requires local governments to approve certain adjustments to land use regulations for housing development within an urban growth boundary as a limited land use decision. Establishes an exemption process. Requires reporting to the Department of Land Conservation and Development on the use of adjustments. Requires the department to report biennially to an interim committee of the Legislative Assembly. Sunsets on January 2, 2032. Requires local governments to process certain applications relating to housing development as limited land use decisions. Develops alternative processes to amend urban growth boundaries to include up to 100 net residential acres per city. Provides for limitations and review by counties, Metro and the Department of Land Conservation and Development and the courts. Sunsets on January 2, 2033. Appropriates moneys to the Oregon Business Development Department, Housing and Community Services Department and Department of Land Conservation and Development for purposes of the Act. Takes effect on the 91st day following adjournment sine die.

Status:

- 3/5/24 H - Speaker signed.
- 3/5/24 S - President signed.
- 3/4/24 H - Vote explanation(s) filed by Andersen, Yunker.

- 3/4/24 H - Rules suspended. Third reading. Carried by Dexter, Gomberg. Passed.
- 3/4/24 H - Potential conflict(s) of interest declared by Nguyen D, Pham H.
- 3/4/24 H - Second reading.
- 3/1/24 H - Recommendation: Do pass.
- 2/29/24 H - Referred to Ways and Means.
- 2/29/24 H - First reading. Referred to Speaker's desk.
- 2/29/24 S - Vote explanation(s) filed by Boquist, Sollman.
- 2/29/24 S - Knopp declared potential conflict of interest.
- 2/29/24 S - Rules suspended. Third reading. Carried by Jama, Anderson. Passed.
- 2/29/24 S - Second reading.
- 2/29/24 S - Recommendation: Do pass with amendments to the A-Eng. bill. (Printed B-Eng.)
- 2/28/24 S - Work Session held.
- 2/27/24 S - Returned to Full Committee.
- 2/27/24 S - Work Session held.
- 2/24/24 S - Assigned to Subcommittee On Transportation and Economic Development.
- 2/16/24 S - Referred to Ways and Means by prior reference.
- 2/16/24 S - Recommendation: Do pass with amendments and be referred to Ways and Means by prior reference. (Printed A-Eng.)
- 2/13/24 S - Work Session held.
- 2/8/24 S - Public Hearing held.
- 2/5/24 S - Referred to Housing and Development, then Ways and Means.
- 2/5/24 S - Introduction and first reading. Referred to President's desk.

SB 1554

Bill Info

Summary:

Position	Priority	Date Input
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No Position	0	2/1/24
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Digest: The Act requires the OHA to study the problems in getting mental health care and substance use care in this state. The Act requires the OHA to send a report on its findings to the legislature. The section is repealed on January 2, 2026. (Flesch Readability Score: 65). Requires the Oregon Health Authority to study access to behavioral health treatment in this state. Directs the authority to submit findings to the interim committees of the Legislative Assembly related to health not later than September 15, 2025. Sunsets January 2, 2026.

Status:

- 3/7/24 S - In committee upon adjournment.
- 2/19/24 S - Possible Work Session cancelled.
- 2/5/24 S - Referred to Health Care, then Ways and Means.
- 2/5/24 S - Introduction and first reading. Referred to President's desk.

SB 1564B

Bill Info

Summary:

Position	Priority	Date Input
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No Position	0	2/1/24
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Digest: The Act makes LCDC adopt model rules for housing for cities of different sizes. The Act goes into effect when the Governor signs it. (Flesch Readability Score: 67.2). Requires the Land Conservation and Development Commission to adopt model ordinances for cities of different sizes to implement housing and urbanization requirements. Appropriates moneys to the *commission for purposes of the Act* **Department of Land Conservation and Development for the purpose of adopting model ordinances**. Declares an emergency, effective on passage.

Status:

- 3/7/24 H - Rules suspended. Third reading. Carried by Breese-Iverson. Passed.
- 3/7/24 H - Second reading.

- 3/7/24 H - Recommendation: Do pass.
- 3/6/24 H - Referred to Ways and Means.
- 3/6/24 H - First reading. Referred to Speaker's desk.
- 3/6/24 S - Rules suspended. Third reading. Carried by Anderson. Passed.
- 3/6/24 S - Second reading.
- 3/5/24 S - Recommendation: Do pass with amendments to the A-Eng. bill. (Printed B-Eng.)
- 3/4/24 S - Work Session held.
- 2/29/24 S - Returned to Full Committee.
- 2/29/24 S - Work Session held.
- 2/22/24 S - Assigned to Subcommittee On Transportation and Economic Development.
- 2/19/24 S - Referred to Ways and Means by prior reference.
- 2/19/24 S - Recommendation: Do pass with amendments and be referred to Ways and Means by prior reference. (Printed A-Eng.)
- 2/15/24 S - Work Session held.
- 2/13/24 S - Public Hearing held.
- 2/5/24 S - Referred to Housing and Development, then Ways and Means.
- 2/5/24 S - Introduction and first reading. Referred to President's desk.

SB 1588

Bill Info

Summary:

Position	Priority	Date Input
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No Position	0	2/1/24
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Digest: The Act increases penalties for some drug offenses. The Act also makes other changes to Ballot Measure 110. The Act directs grant funds to counties for drug treatment. (Flesch Readability Score: 61.3). Increases penalties for possession of a controlled substance. Punishes by a maximum of 364 days' imprisonment, a \$6,250 fine, or both, or 30 days' imprisonment, a \$1,250 fine, or both, depending upon the scheduling of the controlled substance. When a person possesses a certain quantity of a controlled substance, or has certain prior convictions, punishes by five years' imprisonment, a \$125,000 fine, or both, or 10 years' imprisonment, a \$250,000 fine, or both, depending upon the scheduling of the controlled substance. Provides that possession of a controlled substance with the intent to deliver constitutes delivery. Directs the Alcohol and Drug Policy Commission to provide grants and funding to counties for drug treatment programs. Transfers the duties of the Oversight and Accountability Council to the commission. Appropriates moneys to the commission to fund the grants.

Status:

- 3/7/24 S - In committee upon adjournment.
- 2/5/24 S - Referred to Judiciary, then Ways and Means.
- 2/5/24 S - Introduction and first reading. Referred to President's desk.

SB 5701A

Bill Info

Summary:

Position	Priority	Date Input
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No Position	0	3/5/24
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Digest: The Act makes budget changes for the current biennium. (Flesch Readability Score: 66.1). Appropriates moneys from the General Fund to specified state agencies **and the Emergency Board** for biennial expenses. Modifies certain biennial appropriations made from the General Fund to specified state agencies and the Emergency Board. Establishes and modifies limitations on expenditures for certain biennial expenses for specified state agencies. Declares an emergency, effective on passage.

Status:

- 3/7/24 H - Rules suspended. Third reading. Carried by Sanchez. Passed.
- 3/7/24 H - Second reading.
- 3/7/24 H - Recommendation: Do pass.

3/7/24 H - Referred to Ways and Means.
3/7/24 H - First reading. Referred to Speaker's desk.
3/7/24 S - Rules suspended. Third reading. Carried by Steiner. Passed.
3/7/24 S - Second reading.
3/7/24 S - Recommendation: Do pass with amendments. (Printed A-Eng.)
3/6/24 S - Returned to Full Committee.
3/6/24 S - Work Session held.
3/6/24 S - Public Hearing and Work Session held.
2/15/24 S - Assigned to Subcommittee On Capital Construction.
2/13/24 S - Referred to Ways and Means.
2/12/24 S - Introduction and first reading. Referred to President's desk.