

# City of Wilsonville

City Council Meeting

July 15, 2019



**AGENDA**

**WILSONVILLE CITY COUNCIL MEETING  
JULY 15, 2019  
7:00 P.M.**

**CITY HALL  
29799 SW TOWN CENTER LOOP EAST  
WILSONVILLE, OREGON**

Mayor Tim Knapp

Council President Kristin Akervall  
Councilor Ben West

Councilor Charlotte Lehan  
Councilor Vacant

**CITY COUNCIL MISSION STATEMENT**

To protect and enhance Wilsonville's livability by providing quality service to ensure a safe, attractive, economically vital community while preserving our natural environment and heritage.

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**Executive Session is held in the Willamette River Room, City Hall, 2<sup>nd</sup> Floor**

- 5:00 P.M. EXECUTIVE SESSION [10 min.]**  
A. Pursuant to: ORS 192.660(2)(f) Exempt Public Records
- 5:10 P.M. REVIEW OF AGENDA AND ITEMS ON CONSENT [5 min.]**
- 5:15 P.M. COUNCILORS' CONCERNS [5 min.]**
- 5:20 P.M. PRE-COUNCIL WORK SESSION**
- A. Tourism Promotion Business and Marketing Plans (Ottenad/McCarty) [15 min.]
  - B. Tyler Contract Award (Stone) [20 min.]
  - C. ERP Project Management Contract (Stone) [15 min.]
  - D. Update to Water Rate Review (Rodocker) [30 min.]
  - E. Portland General Electric Green Future Impact – Green Tariff Program (Monahan/Cosgrove) [15 min.]
- 6:55 P.M. ADJOURN**
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**CITY COUNCIL MEETING**

The following is a summary of the legislative and other matters to come before the Wilsonville City Council a regular session to be held, Monday, July 15, 2019 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10 a.m. on July 2, 2019. Remonstrances and other documents pertaining to any matters listed in said summary filed at or prior to the time of the meeting may be considered there with except where a time limit for filing has been fixed.

**7:00 P.M. CALL TO ORDER**

- A. Roll Call
- B. Pledge of Allegiance
- C. Motion to approve the following order of the agenda and to remove items from the consent agenda.

**7:10 P.M. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS**

This is an opportunity for visitors to address the City Council on items *not* on the agenda. It is also the time to address items that are on the agenda but not scheduled for a public hearing. Staff and the City Council will make every effort to respond to questions raised during citizens input before tonight's meeting ends or as quickly as possible thereafter. Please limit your comments to three minutes.

**7:15 P.M. MAYOR'S BUSINESS**

- A. Placeholder Reappointment
- B. Upcoming Meetings

**7:25 P.M. COUNCILOR COMMENTS**

- A. Council President Akervall
- B. Councilor Lehan
- C. Councilor West

**7:35 P.M. CONSENT AGENDA**

- A. **Resolution No. 2761**  
A Resolution Of The City Of Wilsonville Acting In Its Capacity As The Local Contract Review Board Authorizing The City Manager To Execute A Contract With Tyler Technologies, Inc. For ERP Replacement Project. (Stone)
- B. **Resolution No. 2762**  
A Resolution Of The City Of Wilsonville Acting In Its Capacity As The Local Contract Review Board Authorizing The City Manager To Execute A Contract With L. Yeo Consulting LLC For ERP Project Management Services. (Stone)
- C. **Resolution No. 2765**  
A Resolution Of The City Of Wilsonville Acting In Its Capacity As The Local Contract Review Board Authorizing The City Manager To Execute A Construction Contract With Knife River Corporation - Northwest For Construction Of Wilsonville Road And Boones Ferry Road Street Maintenance Project. (Huffman)

**7:40 P.M. PUBLIC HEARING**

- A. **Resolution No. 2766** (*Legislative Hearing*)  
A Resolution Authorizing A Supplemental Budget Adjustment For Fiscal Year 2019-20. (Rodocker)
- B. **Ordinance No. 837** (*Legislative Hearing*)  
An Ordinance Of The City Of Wilsonville Amending Wilsonville Code Sections 8.010 And 4.179. (Guile-Hinman/Ottenad)

**8:00 P.M. NEW BUSINESS**

A. **Resolution No. 2758**

A Resolution of the City of Wilsonville Adopting the FY 2019/20 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy and Half-Year FY 2019/20 Tourism Promotion & Destination Marketing Services Plan. (Ottenad/McCarty)

B. **Resolution No. 2767**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute An Agreement With Portland General Electric For Electricity Service Under Portland General Electric's Electric Retail Tariff For Green Energy. (Monahan/Cosgrove)

**8:20 P.M. CITY MANAGER'S BUSINESS**

**8:55 P.M. LEGAL BUSINESS**

**9:00 P.M. ADJOURN**

Time frames for agenda items are not time certain (i.e. Agenda items may be considered earlier than indicated.) Assistive Listening Devices (ALD) are available for persons with impaired hearing and can be scheduled for this meeting if required at least 48 hours prior to the meeting. The city will also endeavor to provide the following services, without cost, if requested at least 48 hours prior to the meeting: Qualified sign language interpreters for persons with speech or hearing impairments. Qualified bilingual interpreters. To obtain services, please contact the City Recorder, (503) 570-1506 or [cityrecorder@ci.wilsonville.or.us](mailto:cityrecorder@ci.wilsonville.or.us).



**CITY COUNCIL  
STAFF REPORT**

<b>Meeting Date:</b> July 15, 2019		<b>Subject:</b> Update to Water Rate Review	
		<b>Staff:</b> Cathy Rodocker, Finance Director	
		<b>Department:</b> Finance	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> N/A			
<b>Recommended Language for Motion:</b> N/A			
<b>Project / Issue Relates To:</b>			
<input type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input checked="" type="checkbox"/> Not Applicable	

**ISSUE BEFORE CITY COUNCIL:**

Staff will provide a briefing on water rates and discuss optional residential rate structure changes.

**EXECUTIVE SUMMARY:**

Water rates were last increased in December 2013 which included three consecutive rate increases of 2.25% effective January 1<sup>st</sup> of 2015, 2016, and 2017. Rates have not been increased since January 2017, however, unprecedented growth over the last several years has led to increases in the overall revenue stream which continues to meet ongoing expenses and debt obligations. Nevertheless, to maintain a financially sound water fund, it is necessary to review the current rates.

FCS Group, led by consultant Doug Gabbard, has been working with staff to analyze the current cost of service for our water customers. This in-depth analysis associates the cost of the water treatment and distribution programs by customer type to ensure that costs are allocated appropriately. The expenses are classified by function and allocated to the various customer types. The City has the following customer types: Residential, Commercial, Church, Industrial, Multifamily, Irrigation Only and Public.

In addition to looking at the overall cost of service analysis, FCS Group has also helped design a more equitable rate structure. Staff was notified by Munis, our new financial software system, that they will not be able to handle our current residential rate structure without modifications to their existing system. To avoid additional implementation costs, Mr. Gabbard will be presenting a more traditional tiered rate structure that is commonly used for water rates. With this structure, the base rate will include the first two units of water consumed. Tier 1 rate will be applied for each unit consumed between units 3 and 8. Tier 2 rate will be used for each unit consumed over 8 units. The decision to use 8 units was based on our current rate structure of winter average plus 3 units. As of April 2019, the city-wide average usage was 5 units. 5+3 units, as stated in our current rate structure, equals the 8 units that is recommended as the Tier 1 break point.

A quick look at other jurisdictions in the Metro area found similar tiered rate structures being used by the cities of Lake Oswego, Hillsboro, Woodburn, West Linn, Sherwood, Milwaukie and Clackamas River Water District.

As with the Sewer System Development Charges, it has been determined that the Wastewater Treatment Plant Master Plan needs to be completed before the Sewer Rates can be properly reviewed. Staff will recommend a CPI increase to the current rates with the same effective date as the water increases, January 1, 2020.

**EXPECTED RESULTS:**

Staff is looking for direction from Council as to which rate structure staff should move forward with on the residential rate structure and the overall rate changes as presented.

**TIMELINE:**

Staff is targeting an effective date of January 1, 2020, for any changes to the Water rates.

**CURRENT YEAR BUDGET IMPACTS:**

The consultant work is included in the current CIP budget. Funds not spent in FY2018-19 budget will be rolled over to the current fiscal year to insure adequate funds are available for the completion of the project.

**FINANCIAL REVIEW / COMMENT:**

Reviewed by: CAR      Date: 7/2/2019

**LEGAL REVIEW / COMMENT:**

Reviewed by: ARGH      Date: 7/2/2019

**COMMUNITY INVOLVEMENT PROCESS:**

Prior to becoming effective, articles will be printed in the Boones Ferry Messenger, flyers included in the monthly utility bills and letters will be sent directly to customers that will be most affected by the adopted changes.

**POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:**

The rate changes will provide the funding necessary to continue with the current and future water operations.

**ALTERNATIVES:**

N/A

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

None.

## **CITY COUNCIL ROLLING SCHEDULE**

### **Board and Commission Meetings 2019**

**Items known as of 07/03/19**

#### **July**

<b>DATE</b>	<b>DAY</b>	<b>TIME</b>	<b>EVENT</b>	<b>LOCATION</b>
7/22	Monday	6:30 p.m.	DRB Panel B - <b>Cancelled</b>	Council Chambers
7/24	Wednesday	6:30 p.m.	Library Board	Library

#### **August**

<b>DATE</b>	<b>DAY</b>	<b>TIME</b>	<b>EVENT</b>	<b>LOCATION</b>
8/5	Monday	7:00 p.m.	City Council Meeting	Council Chambers
8/12	Monday	6:30 p.m.	DRB Panel A	Council Chambers
8/14	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
8/19	Monday	7:00 p.m.	City Council Meeting	Council Chambers
8/26	Monday	6:30 p.m.	DRB Panel B	Council Chambers
8/28	Wednesday	6:30 p.m.	Library Board	Library

#### **Community Events:**

- 7/19** Movies in the Park at Memorial Park River Shelter, 9:00 p.m.
- 7/20** Wilsonville Wellness Fair at Town Center Park, 9:00 a.m. – 1:00 p.m.
- 7/20** SMART Bike Rodeo at City Hall Parking Lot, 9:00 a.m. – 1:00 p.m.
- 7/24** Walk at Lunch meet at Collins Aerospace, 11:45 a.m.
- 7/25** Teen Event: Party in the Park at Murase Plaza, 2:00 p.m.
- 7/26** Movies in the Park at Memorial Park River Shelter, 9:00 p.m.
- 7/30** History Pub at McMenamin's Old Church, 6:30 p.m. – 8:00 p.m.
- 8/9** Movies in the Park at Memorial Park River Shelter, 9:00 p.m.
- 8/15** Community Block Party at Town Center Park, 5:00 p.m. – 8:00 p.m.
- 8/23** Movies in the Park at Memorial Park River Shelter, 9:00 p.m.
- 8/27** History Pub at McMenamin's Old Church, 6:30 p.m. – 8:00 p.m.

All dates and times are tentative; check the City's online calendar for schedule changes at [www.ci.wilsonville.or.us](http://www.ci.wilsonville.or.us).



## CITY COUNCIL MEETING STAFF REPORT

<p><b>Meeting Date:</b> July 15, 2019</p>	<p><b>Subject: Resolution No. 2761</b>                  A resolution of the City of Wilsonville authorizing the City Manager to execute a contract with Tyler Technologies, Inc. for ERP Replacement Project</p> <p><b>Staff Member:</b> Andy Stone, IT Director</p> <p><b>Department:</b> Information Technology</p>	
<p><b>Action Required</b></p>	<p><b>Advisory Board/Commission Recommendation</b></p>	
<p><input checked="" type="checkbox"/> Motion</p> <p><input type="checkbox"/> Public Hearing Date:</p> <p><input type="checkbox"/> Ordinance 1<sup>st</sup> Reading Date:</p> <p><input type="checkbox"/> Ordinance 2<sup>nd</sup> Reading Date:</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Information or Direction</p> <p><input type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Council Direction</p> <p><input checked="" type="checkbox"/> Consent Agenda</p>	<p><input type="checkbox"/> Approval</p> <p><input type="checkbox"/> Denial</p> <p><input type="checkbox"/> None Forwarded</p> <p><input type="checkbox"/> Not Applicable</p> <p><b>Comments:</b> N/A</p>	
<p><b>Staff Recommendation:</b> Staff recommends that Council adopt the Consent Agenda.</p>		
<p><b>Recommended Language for Motion:</b> I move to approve the Consent Agenda.</p>		
<p><b>Project / Issue Relates To:</b></p>		
<p><input type="checkbox"/> Council Goals/Priorities:</p>	<p><input type="checkbox"/> Adopted Master Plan(s):</p>	<p><input type="checkbox"/> Not Applicable</p>

**ISSUE BEFORE COUNCIL:**

Consideration of a License and Services Agreement between Tyler Technologies, Inc. (“Tyler”) and the City for new Enterprise Resource Planning (“ERP”) software.

## **EXECUTIVE SUMMARY:**

The City of Wilsonville implemented its first ERP software, known as Eden, between 2001 and 2004. The software is used throughout the City for core financial, permitting and administrative functions. Eden was purchased in 2003 by Tyler, a company founded in 1966 that has evolved into a leading provider of municipal-focused software. Tyler continues to support Eden but has acknowledged that other products in its portfolio will be the focus of future development.

In November of 2017, the City contracted with L. Yeo Consulting, LLC to perform a Needs and Solutions Assessment focusing on identifying the City's needs and analyzing the software that is available to municipal governments of Wilsonville's size. An ERP Steering Committee, formed from City Directors and Managers who are directly impacted by the success of new ERP software, provided guidance and feedback to the consultant's process and work product. L. Yeo Consulting determined that Tyler's Munis and EnerGov software packages are the best fit for the City. These are the flagship Financial and Permitting products that Tyler offers. The Steering Committee approved the selection and the City Council approved Resolution No. 2701 on August 6, 2018 to begin the process of upgrading the City's ERP software with Tyler.

Contract negotiations with Tyler started in earnest last December. Tyler's Munis software is a full suite of modules that will underpin a majority of the financial, human capital management and utility billing needs for the City. EnerGov is designed to handle the permitting needs for the City. Each is a best of breed solution that is designed to integrate together. Munis and EnerGov are a sizeable investment and Tyler's License and Services Agreement is correspondingly complex. The City's legal team, City staff and the Steering Committee have all provided enormous amounts of feedback in shaping the final version of the contract along with applying lessons learned from other jurisdictions that were discovered during the 2017 Needs Assessment.

The License and Services Agreement is broken down into three key sections: the Agreement, the Statement of Work, and the Investment Summary.

The Agreement outlines the general terms and conditions of licensing, maintenance and support, invoicing, indemnification, and other Tyler processes. A number of changes were made to Tyler's default template to reflect the priorities of the City. There was a lot of back and forth in this section to arrive at the terms the City staff and Tyler find acceptable.

The Statement of Work documents the scope, methodology, roles, responsibilities and deliverables of the project. While providing an overall structure the City and Tyler will work together at each section to identify timelines taking into account the departments that will be affected by the implementation. The project will be broken down into four distinct parts: Financials, HR/Payroll, Permitting and Utility Billing.

The Investment Summary details the specific costs of the software modules, implementation, data conversion, maintenance and optional software and services. The City also asked for costs for an optional payroll/employee time tracking module, a bid tracking module and implementation assistance services in the event that they are deemed necessary. Including these items in the investment summary locks in the price for two years. The City would only be billed for these if it decided to use the software or services.

The City continues to refine the costs associated with the contract and will bring the final numbers to the Council meeting on July 15. The team negotiated a full package Not to Exceed price of \$1,063,121. This price includes all of the software licensing, implementation, data conversion, discounts, travel, miscellaneous services and optional components.

The upgraded software will incur an increase in yearly maintenance of approximately \$26,000. Currently the city pays around \$135,000 annually for Eden maintenance. Tyler prorates the maintenance during the first year of implementation so the City will not have to pay maintenance for both Eden and the Munis\EnerGov package.

Implementation is slated to begin in October of 2019. The initial plan is to begin with Financials, then work through Permitting, HR and Payroll, and finish with Utility Billing around the start of 2022. This is a rough timeline at this point in the process. Each section will be evaluated as it is approached, taking into consideration things like current City staffing levels and workloads and Tyler resource availability.

The result is a large amount of change and a sizeable investment for the City but it is one that has been anticipated and prepared for. Sufficient funds have been set aside in the budget for this upgrade over the last 5 years. The City has utilized Eden for over 15 years and it is expected that Munis and EnerGov will be used for at least that long.

**EXPECTED RESULTS:**

N/A

**TIMELINE:**

N/A

**CURRENT YEAR BUDGET IMPACTS:**

The ERP project is included in the FY 19-20 budget and there are sufficient funds to cover the cost of the Tyler contract.

**FINANCIAL REVIEW / COMMENT:**

Reviewed by: CAR Date: 7/8/2019

**LEGAL REVIEW / COMMENT:**

Reviewed by: ARGH Date: 7/5/2019

**COMMUNITY INVOLVEMENT PROCESS:**

N/A

**POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:**

N/A

**ALTERNATIVES:**

N/A

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 2761
  - A. License and Services Agreement

**RESOLUTION NO. 2761**

**A RESOLUTION OF THE CITY OF WILSONVILLE ACTING IN ITS CAPACITY AS THE LOCAL CONTRACT REVIEW BOARD AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH TYLER TECHNOLOGIES, INC. FOR ERP REPLACEMENT PROJECT.**

WHEREAS, the City utilizes an Enterprise Resource Planning (ERP) software system to manage its financial and permitting records; and

WHEREAS, the City learned that the current ERP system, while supported, is not receiving any additional functional updates; and

WHEREAS, the City performed a ERP Needs Analysis and Software Solutions report determining that Tyler Technologies, Inc.'s Munis and EnerGov software was the best solution; and

WHEREAS, City staff presented the ERP Needs Analysis and Software Solutions report to the City Council during a work session held on July 16, 2018, and on August 6, 2018, the Council adopted Resolution No. 2701 to replace the City's current ERP system with Tyler Technologies, Inc.'s Munis and EnerGov software; and

WHEREAS, the City has planned and budgeted for the new ERP software system to replace the current ERP system that began installation in 2001; and

WHEREAS, Wilsonville Code 2.312 exempts the purchase of software from competitive procurement; and

WHEREAS, Tyler Technologies and the City of Wilsonville have negotiated a contract covering the purchase and implementation of the new software.

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

1. The City of Wilsonville, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a contract with Tyler Technologies, Inc. for a stated value of \$1,063,121, which contract must be substantially similar to Exhibit A attached hereto and incorporated herein.
2. This Resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 15<sup>th</sup> day of July 2019, and filed with the Wilsonville City Recorder this date.

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Tim Knapp, Mayor

ATTEST:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Akervall

Councilor Lehan

Councilor West

EXHIBIT:

A. License and Services Agreement



## LICENSE AND SERVICES AGREEMENT

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

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

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

### SECTION A – DEFINITIONS

- **“Acceptance”** means the process to be used, as described in Section C(8) of this Agreement, for identifying and resolving Defects in the Tyler software products and services.
- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Change Order”** means the document used by Tyler and Client to initiate the process by which additional Tyler products or services are requested or any changes to the agreed upon products or services are requested.
- **“Client”** means the City of Wilsonville, Oregon, its officials, employees and consultants.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, or the Documentation. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation; however, in no case will current functionality be reduced or eliminated except as specifically permitted through this Agreement. A disagreement as to whether a fix or update is a functional equivalent will be referred to the mutually agreed Dispute Resolution Process of this Agreement.
- **“Deliverable”** means those items listed as such in the Statement of Work.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which the Agreement is fully executed and signed by all Parties to the Agreement.
- **“Final Acceptance”** means that all Deliverables have been accepted by Client in accordance with this Agreement and any applicable addenda or Change Orders.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, extraordinary governmental action that prevents performance hereunder, war, riot or civil commotion, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us and that prevents performance of this Agreement.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services



attached as Exhibit A.

- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Go-Live Date”** means the date, by phase, of the first productive use of Tyler Software. Each phase has a live date as specified in the Statement of Work, subject to written, mutually agreed changes.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Phase Acceptance”** means that all Deliverables associated with the indicated project phase have been accepted by Client in accordance with this Agreement.
- **“Phase Initiation Date”** means the date in which implementation of a phase begins as indicated in the Statement of Work, subject to written, mutually agreed changes.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“System”** means the final configuration and set-up of the Tyler Software, including migrated or converted data, configuration, and database design, so that the Tyler Software and related elements perform in the manner warranted.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms, as applicable and attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“Users”** means the Client’s employees, consultants, and officials who have the right to use and have access to the Tyler Software.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SOFTWARE LICENSE

### 1. License Grant and Restrictions.

1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.

1.2 Without limiting the terms of Section 1.1, you understand and agree that the Tyler Notify module set



forth in the Investment Summary is licensed to you on a subscription basis. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your license to use the associated module will be suspended unless and until payment in full has been made.

- 1.3 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
  - 1.4 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties, except as required under Oregon Revised Statutes (ORS) 192.410 *et seq* and consistent with Section I(17) below. Client's consultants, contractors, and business partners may access the Tyler Software under the Client's direction to the extent required for them to provide services to the Client. Any such use by, or disclosure to, said third parties is strictly subject to the terms and conditions of this Agreement. Client shall be liable for any failure of a third party gaining access to the Tyler Software or Documentation to abide by the terms and conditions of this Agreement.
  - 1.5 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
  - 1.6 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us thirty (30) days advance written notice of any such transfer and will pay us our reasonable costs for any required or requested technical assistance from us associated with such transfer.
  - 1.7 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**
2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
  3. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will, consistent with industry standards, cure the Defect as set forth in the Maintenance and Support Agreement.

## SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work. The parties anticipate that all implementation-related services will be provided in the project timeline stated in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Tyler, through the exercise of its professional judgment and expertise, warrants that the services included in the Agreement are reasonably sufficient to deliver the scope of work as mutually agreed and indicated in and through this Agreement upon its execution, provided Client timely meets its obligations pursuant the Agreement. In the event that days are not reasonably sufficient to deliver the scope of work, at no fault of the Client, Tyler will complete the scope of work at no additional cost to the

Client. We will bill you the actual fees incurred based on the in-scope services provided to you. We will not add services to this Agreement without your prior written consent via a Change Order. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours and, if such discrepancies will increase the total amount stated in the Investment Summary, the parties must enter into a written amendment for the additional cost, which amendment must be approved in accordance with City and State of Oregon public contracting laws and regulations. We will bill you in accordance with Exhibit B (Invoicing and Payment Policy). This Agreement is subject to Client's budget appropriation, and may be terminated for non-appropriation consistent with Section G(2) below.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for ninety (90) days from the date of the quote. If you ask for a service not covered in the Investment Summary, we will advise you it is not covered and will provide a cost estimate and obtain your written consent to the cost and the service before the service is performed.
4. Cancellation. If travel is required, each party will make all reasonable efforts to schedule travel for its personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if a party habitually cancels services less than two (2) weeks in advance (other than for Force Majeure or breach by the other party), the cancelling party will be liable for all (a) non-refundable expenses incurred by the non-cancelling party upon providing receipts evidencing the non-refundable expenses, and in the case of Tyler, (b) daily fees associated with cancelled professional services if Tyler is unable to reassign its personnel, provided that Tyler makes all reasonable efforts to reassign personnel. For purposes of this section, habitually shall mean no less than three (3) cancellations subject to this section.
5. Services Warranty. We warrant that all services will be delivered consistent with the terms of this Agreement (specifically, the Statement of Work) by professionals who possess commercially reasonable expertise in the Tyler Software, with the care and skill ordinarily exercised by members of the profession practicing under similar conditions, and a sufficient ability to provide the consultative services identified in the Investment Summary, to the extent those services are within our scope of responsibility. In the event we provide services that do not conform to this warranty, we will promptly re-perform such services at our sole expense, including related travel expenses, if any.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us prior to Tyler beginning to perform any services, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the

implementation-related services outlined in this Agreement. A party will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by the other party's personnel to provide such cooperation and assistance (either through action or omission).

## 8. Tyler Software Acceptance.

8.1 For Control Points 1 through 5 of each Phase, as defined in the Statement of Work, Client will use the acceptance process and criteria set forth in the Statement of Work.

8.2 For Control Point 6 of each Phase, as defined in the Statement of Work, Client will use the following acceptance process and the process and criteria set forth in Control Point 6 in the Statement of Work.

8.2.1 Client will have a maximum of a thirty (30) calendar day "test period" after the Go Live Date of each Phase to test the System in a live production environment and report documented Defects. The Client may request up to an additional thirty (30) calendar days of testing, and Tyler will not unreasonably refuse such request. Any such extension of the test period may require that additional services be added to this Agreement.

8.2.2 If there are no Defects reported during the test period, the Client will issue a "Phase Acceptance" for that Phase.

8.2.3 If Client reports a documented Defect during the test period, Client will notify Tyler in writing. Tyler will timely correct the Defect(s) or provide a mutually agreeable plan for future resolution of any Defect(s). A dispute with respect to the plan shall be addressed pursuant to the Dispute Resolution Process of this Agreement. Upon resolution of a Defect during the test period, Client may re-perform testing for a maximum of thirty (30) calendar days. This procedure shall repeat until all Defect(s) have either been resolved or the Client and Tyler, reasonably cooperating, have developed a mutually agreeable schedule for Defect(s) resolution. Client shall issue a "Phase Acceptance" for that Phase upon resolution of the Defect(s).

8.3 Upon Phase Acceptance of the last Phase of the project, Tyler shall request that Client grant Final Acceptance. Client will use the acceptance process set forth in 8.2 and Control Point 6 and shall issue Final Acceptance upon resolution of all Defects.

## 9. Change Orders.

9.1 Client Initiated. In the event that Client desires to modify or amend the Statement of Work, Client will work with Tyler to initiate a Change Order to Tyler noting the general scope, Deliverables, and timeline requirements for the services requested. Tyler must timely respond in writing, providing a specific recommendation for the solution, and providing Client with an estimated cost for the work proposed in the Change Order, if applicable. Tyler's written response will include sufficient detail to evaluate the response, including, as appropriate, a breakdown of the number of staff hours, level of personnel needed to effect this change, and technical design information for the proposed solution. If Client elects to move forward with the Change Order, the Change Order shall not become binding until agreed upon by both parties in writing. There is no charge for the preparation of Tyler's response. Client's submission of an unsolicited Change Order request to Tyler does not modify or amend the Statement of Work in any way and creates no Tyler obligations.

- 9.2 Tyler Initiated. In the event that Tyler desires to modify or amend the Statement of Work, Tyler may submit an unsolicited Change Order request to Client for Client's consideration. Tyler's submission of an unsolicited Change Order request to Client does not modify or amend the Statement of Work and creates no Client obligations unless and until the Change Order is accepted and signed by Client.
- 9.3 Approval. A party's approval for any modification of amendment to the Statement of Work will be indicated solely through that party's written approval of a specific Change Order. A Change Order becomes effective only when Tyler and Client each provide written approval of the Change Order.
- 9.4 During the pendency of a Change Order request, unless otherwise agreed to in writing, the parties will continue working without stoppage of work. For clarification, and not as a limitation, unreasonably stopping work during the pendency of a Change Order request may be considered a material breach.
- 9.5 All Change Orders must be in writing and signed by each of the parties to become an amendment to the Agreement.
10. Personnel. Tyler warrants that Tyler will maintain an adequate staff of experienced and qualified employees for efficient performance under this Agreement. Tyler will provide written notice to Client informing Client of all Tyler employees who intend to travel to Client's location as soon as reasonably practicable prior to travel. In the event Tyler personnel provide services not conforming to the services warranties in this Agreement, Tyler will be given a reasonable opportunity to correct the deficiency. The parties agree that a reasonable opportunity shall not exceed seven (7) days. Once Tyler has had a reasonable opportunity to correct the deficiency, if the deficiency persists, then Client may provide written notice to Tyler demanding that the Tyler personnel be removed. In such a case, Tyler will provide a replacement, at no cost to the Client, with sufficient experience and project knowledge to perform services as required in this Agreement. Such replacement shall be provided within a commercially reasonable time, not to exceed thirty (30) days or, in the event Tyler disagrees with Client's demand, the matter shall be referred to the Dispute Resolution Process of this Agreement. Failure to provide adequate experienced employees after Client has provided written notice to Tyler demanding replacement of personnel may be considered a material breach.
11. Time of the Essence. The parties acknowledge that time is of the essence with respect to each party's obligations under this Agreement, which will be performed according to the Statement of Work, the mutually-agreed upon project plan, or as otherwise agreed to in writing by the parties.

#### **SECTION D – MAINTENANCE AND SUPPORT**

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

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

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

## **SECTION E – THIRD PARTY PRODUCTS**

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

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Products Warranties.
  - 2.1 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware. Tyler warrants that it is authorized to sell, deliver and/or install the Third Party Hardware.
  - 2.2 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
3. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

## **SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES**

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

only those amounts, and continue to have access to the locally installed Tyler Software, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within forty-five (45) days of notice of our intent to do so, such notice to include specific written details of the reason, our planned actions, and the timing of such actions.

## **SECTION G – TERMINATION**

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

## **SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

1. Intellectual Property Infringement Indemnification.
  - 1.1 We will defend, indemnify, and hold harmless you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment,

including any attorney fees at trial or on appeal (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement, but if any third-party liability of or cost to Client is determined, Tyler must defend, indemnify, and hold Client harmless against any such third-party liability or cost. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we may: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent acceptable to Client, such acceptance not to be unreasonably withheld; or (d) terminate your license and, in which case you will be able to fully pursue damages or equitable remedies as set for in Section I(3). We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

## 2. General Indemnification.

- 2.1 We will indemnify, defend, and hold harmless you and your agents, officials, officers, representatives, employees, and volunteers from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs at trial and on appeal) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; (b) our violation of a law applicable to our performance under this Agreement, (c) any of the intellectual property damages identified in Section H(1) above, or (d) a breach of Tyler's warranty in Section E.3.1 above. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement, but if any third-party liability of or cost to Client is determined, Tyler must defend, indemnify, and hold Client harmless against any such third-party liability or cost. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense. Nothing in this paragraph waives Client's rights to pursue any and all claims against Tyler.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property

damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement, except if directed to do so by Tyler. This indemnification shall not be construed as a waiver of this Client's sovereign immunity. Any claims against the Client pursuant to this Section H must comply with the procedures found in applicable law. In addition, this indemnification shall be construed to limited recovery by the indemnified party against the Client to only those damages caused by Client's negligence or willful misconduct. We will notify you promptly in writing of the claim and will give you, at your option, sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**
5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE OR YOU BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF THE OTHER PARTY ADVISES OF THE POSSIBILITY OF SUCH DAMAGES.**
6. **Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability (inclusive of Cyber and Privacy of Liability coverage) of at least \$3,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add City of Wilsonville, its appointed and elected officials, employees, volunteers, contractors, representatives, and agents as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add the same as an additional insured to our Excess/Umbrella Liability policy as well. We will also provide you a waiver of subrogation on claims under our Commercial General Liability and Automobile Liability policies that arise out of or relate to the contract and are between us and you, except to the extent the damage or injury is caused by you. We will provide you with copies of certificates of insurance including the additional insured and waiver of subrogation under this paragraph upon approval of this Agreement by your City Council and as soon as practicable upon expiration of the then-current insurance policy period. We shall provide thirty (30) days prior written notice to you of any cancellation, non-renewal, termination, material change, or reduction in coverage that results in Tyler not complying with the minimum insurance requirements of this Agreement.**

## SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twenty-six (26) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twenty-six (26) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twenty-six (26) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Oregon law, Federal Rule of Evidence 408, or any similar applicable state rule. If we fail to resolve the dispute within fourteen (14) days of receipt of the written notice, then the parties shall participate in non-binding mediation in an effort to resolve the dispute no later than thirty (30) days after the informal dispute resolution. The parties must agree on a mediator, or if the parties cannot agree, the parties must request the Clackamas County Circuit Court to appoint a mediator. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in the State or Federal Courts with jurisdiction over Clackamas County, Oregon. Nothing in this section shall prevent you or us from seeking necessary equitable relief, including, but not limited to, injunctive relief and specific performance, during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior express and written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets, and our consent is not required for an assignment by you as a result of a government or statutory directive, official name change, annexation by another agency, assumption of operations by another agency or government entity, or purchase of substantially all of our assets, provided, however, we reserve the right to require payment of additional fees if the resulting entity resides in a different pricing category than the Client as of the Effective Date of this Agreement.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists. We may also use your name in marketing presentations and promotional materials. We will obtain your written consent prior to identifying you in any of these marketing and promotional documents or materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and all materials marked as confidential. To the extent allowed under Oregon law, each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party;
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or as required by law, administrative or judicial process, or as compelled by a governmental authority; provided, however, that in the event either party receives such a request, the receiving party will promptly notify the other party so that the other party may seek a protective order or other remedy. After notice from you that a public records request has been made for confidential information or materials, each party shall be solely responsible for defending its determination that the requested confidential information or material is subject to an exception pursuant to applicable laws, which action shall be taken immediately, not later than ten (10) days from the date of the notification; or
  - (e) Information which the receiving party of a public records request establishes was developed independently of confidential information furnished to it.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. The provisions of this Agreement will be governed by and construed in accordance with the laws of the State of Oregon, without regard to its rules on conflicts of law. Any actions or suits involving questions arising under this Agreement must be brought either in the appropriate state court in Clackamas County, Oregon, or the United States District Court for the District of Oregon. We shall comply with all federal and state laws, regulations, and executive orders applicable to the work under this Agreement, including, without limitation, required provisions of Oregon Public Contracting Law, ORS Chapter 279B.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the

signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Contract Documents. This Agreement includes the following exhibits:
- |           |   |
|-----------|---|
| Exhibit A | Investment Summary<br>Schedule 1: Migration Modules                   |
| Exhibit B | Invoicing and Payment Policy<br>Schedule 1: Business Travel Policy    |
| Exhibit C | Maintenance and Support Agreement<br>Schedule 1: Support Call Process |
| Exhibit D | Third Party Terms   |
| Exhibit E | Statement of Work   |
| Exhibit F | Disaster Recovery Terms   |
| Exhibit G | Tyler Systems Management Agreement                                    |
23. Limited License Rights Upon Migration. When Tyler makes Tyler Software discounted 100% in the Investment Summary (the “Evergreen Modules”) licensed pursuant to this Agreement available to the Client for use in live production, the license to the Tyler software listed in Exhibit A, Schedule 1 (hereafter, “Migration Modules”) shall continue on a limited, read-only basis for document viewing and reporting purposes, provided Client makes timely payment of the annual Legacy Eden Database Support fee set forth in the Investment Summary and maintains the Migration Modules in their current operating environment. Payment of the annual fee includes maintenance and support of the Migration Modules at a level sufficient to allow for the limited, read-only use of document viewing and reporting.

[Remainder of page intentionally left blank.]

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

Tyler Technologies, Inc.

City of Wilsonville, OR

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address for Notices:

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

Address for Notices:

City of Wilsonville  
29799 Southeast Town Center Loop East  
Wilsonville, OR 97070  
Attention: City Attorney

Approved as to Form:

\_\_\_\_\_  
Amanda R Guile-Hinman, Assistant City Attorney  
City of Wilsonville



## **Exhibit A Investment Summary**

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

[Remainder of page intentionally left blank.]



Quoted By: Jason Cloutier  
 Date: 7/2/2019  
 Quote Expiration: 9/28/2019  
 Quote Name: City of Wilsonville-ERP-Munis  
 Quote Number: 2019-70690-2  
 Quote Description: Munis / EnerGov Not To Exceed(7/2/2019)

**Sales Quotation For**

City of Wilsonville  
 29799 SW Town Center Loop E  
 Wilsonville, OR 97070-6499  
 Phone +1 (503) 570-1524

**SaaS**

Description	# Years	Annual Fee	One Time Fees		
			Impl. Hours	Impl. Cost	Data Conversion
Tyler Notify	1	██████████	█	████	████
Sub-Total:		██████████		████	████
<i>Less Discount:</i>		██████████		████	████
<b>TOTAL:</b>		<b>\$3,500.00</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Tyler Software and Related Services**

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Accounting/GL	██████████	█	██████████	██████████	██████████	██████████
Accounts Payable	██████████	█	██████████	██████████	██████████	██████████
Budgeting	██████████	█	██████████	██████████	██████████	██████████
Capital Assets	██████████	█	██████████	██████████	██████████	██████████
Cash Management	██████████	█	██████████	██████████	██████████	██████████
Contract Management	██████████	█	██████████	██████████	██████████	██████████
Project & Grant Accounting	██████████	█	██████████	██████████	██████████	██████████

**Tyler Software and Related Services**

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Purchasing	██████████	██	██████████	██████████	██████████	██████████
<b>Human Capital Management:</b>						
Human Resources & Talent Management	██████████	██	██████████	██	██████████	██████████
Payroll w/ESS	██████████	██	██████████	██████████	██████████	██████████
<b>Revenue:</b>						
Accounts Receivable	██████████	██	██████████	██	██████████	██████████
Central Property File	██████████	█	██████████	██	██████████	██████████
General Billing	██████████	██	██████████	██	██████████	██████████
Tyler Cashiering	██████████	██	██████████	██	██████████	██████████
UB Interface	██████████	██	██████████	██	██████████	██████████
Utility Billing CIS	██████████	██	██████████	██████████	██████████	██████████
<b>Productivity:</b>						
Tyler ReadyForms Processing (including Common Form Set)	██████████	█	████	██	██████████	██████████
Tyler Content Manager SE	██████████	██	██████████	██████████	██████████	██████████
Munis Analytics & Reporting	██████████	██	██████████	██	██████████	██████████
eProcurement	██████████	██	██████████	██	██████████	██████████
Citizen Self Service	██████████	██	██████████	██	██████████	██████████
<b>Additional:</b>						
EnerGovAdv Server Extensions Bundle	██████████	██	██████████	██	██████████	██████████
EnerGov Business Management Suite (10)	██████████	██	██████████	██	██████████	██████████
EnerGov Citizen Self Service - Business Management	██████████	██	██████████	██	██████████	██████████
EnerGov Citizen Self Service - Community Development	██████████	██	██████████	██	██████████	██████████
EnerGov Community Development Suite (35)	██████████	██	██████████	██	██████████	██████████
EnerGov e-Reviews	██████████	██	██████████	██	██████████	██████████
EnerGov iG Workforce Apps (10)	██████████	██	██████████	██	██████████	██████████
EnerGov Report Toolkit	██████████	█	████	██	██████████	██████████

**Tyler Software and Related Services**

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Tyler Disaster Recovery Service						
Tyler GIS (45)						
Tyler System Management Services Contract						
Sub-Total:						
<i>Less Discount:</i>						
<b>TOTAL:</b>	<b>\$296,900.00</b>	<b>1808</b>	<b>\$316,400.00</b>	<b>\$48,850.00</b>	<b>\$662,150.00</b>	<b>\$20,750.00</b>

**Other Services**

Description	Quantity	Unit Price	Unit Discount	Extended Price
Custom Reporting Services and Additional Training to be used if needed (only billed if used)				
Days to meet Not To Exceed contract requirement (22 Days-only billed if used)				
EnerGov - Post Live Services (only billed if used)				
Financials - Post Live Services (only billed if used)				
HCM - Post Live Services (only billed if used)				
Install Fee - New Server Install-WIN				
Project Planning Services				
TCM Conversion - Implementation				
Tyler Notify - Implementation				
Tyler ReadyForms Processing Configuration				
UB - Post Live Services (only billed if used)				
<b>TOTAL:</b>				<b>\$142,800.00</b>

**Summary**

	One Time Fees	Recurring Fees
Total SaaS	\$0.00	\$3,500.00
Total Tyler Software	\$296,900.00	\$20,750.00
Total Tyler Services	\$508,050.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
<b>Summary Total</b>	<b>\$804,950.00</b>	<b>\$24,250.00</b>

**Summary**

**One Time Fees**

**Recurring Fees**

**Contract Total  
(Excluding Estimated Travel Expenses)  
Estimated Travel Expenses**

**\$829,200.00  
  
\$156,600.00**



**Detailed Breakdown of Conversions (included in Contract Total)**

Description	Unit Price	Unit Discount	Extended Price
Accounting - Actuals up to 3 years	████████	████████	████████
Accounting - Budgets up to 3 years	████████	████████	████████
Accounting Standard COA	████████	████████	████████
Accounts Payable - Checks up to 5 years	████████	████████	████████
Accounts Payable - Invoice up to 5 years	████████	████████	████████
Accounts Payable Standard Master	████████	████████	████████
Capital Assets Std Master	████████	████████	████████
Payroll - Accrual Balances	████████	████████	████████
Payroll - Accumulators up to 5 years	████████	████████	████████
Payroll - Certifications	████████	████████	████████
Payroll - Check History up to 5 years	████████	████████	████████
Payroll - Deductions	████████	████████	████████
Payroll - Earning/Deduction Hist up to 5 years	████████	████████	████████
Payroll - Education	████████	████████	████████
Payroll - PM Action History up to 5 years	████████	████████	████████
Payroll - Position Control	████████	████████	████████
Payroll - Recruiting	████████	████████	████████
Payroll - Standard	████████	████████	████████
Payroll - State Retirement Tables	████████	████████	████████
Project Grant Accounting - Actuals up to 3 years	████████	████████	████████
Project Grant Accounting - Budgets up to 3 years	████████	████████	████████
Project Grant Accounting Standard	████████	████████	████████
Purchasing - Purchase Orders - Standard Open PO's only	████████	████████	████████
Tyler Content Manager SE - EnerGov Business Management	████████	████████	████████
Tyler Content Manager SE - EnerGov Community Development	████████	████████	████████
Utility Billing - Assessments	████████	████████	████████
Utility Billing - Backflow	████████	████████	████████
Utility Billing - Balance Forward AR	████████	████████	████████



**Detailed Breakdown of Conversions (included in Contract Total)**

Description	Unit Price	Unit Discount	Extended Price
Utility Billing - Budget Billing	████████	████████	████████
Utility Billing - Consumption History up to 5 years	████████	████████	████████
Utility Billing - Service Orders	████████	████████	████████
Utility Billing - Services	████████	████████	████████
Utility Billing - Standard	████████	████████	████████
<b>TOTAL:</b>			<b>\$48,850.00</b>



**Optional Tyler Software & Related Services**

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
<b>Financials:</b>						
Bid Management						
<b>Human Capital Management:</b>						
ExecuTime Time & Attendance (200)						
ExecuTime Time & Attendance Mobile Access						
<b>Additional:</b>						
EnerGov Assist Advanced						
EnerGov Assist Basic						
EnerGov Assist Complete						
<b>TOTAL:</b>	<b>\$30,320.00</b>	<b>120</b>	<b>\$21,000.00</b>	<b>\$0.00</b>	<b>\$51,320.00</b>	<b>\$108,196.00</b>

**Optional 3rd Party Hardware, Software and Services**

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Cash Drawer							
Hand Held Scanner - Model 1900GSR							
Hand Held Scanner Stand							
ID Tech MiniMag USB Reader							
Printer (TM-S9000)							
<i>3rd Party Hardware Sub-Total:</i>			<i>\$0.00</i>	<i>\$4,804.00</i>			<i>\$0.00</i>
<b>TOTAL:</b>				<b>\$4,804.00</b>			<b>\$0.00</b>

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for twenty six (26) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ P.O. #: \_\_\_\_\_



All primary values quoted in US Dollars

**Tyler Discount Detail**

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
<b>Financials:</b>						
Accounting/GL	████████	████████	████████	████████	████████	████████
Accounts Payable	████████	████████	████████	████████	████████	████████
Budgeting	████████	████████	████████	████████	████████	████████
Capital Assets	████████	████████	████████	████████	████████	████████
Cash Management	████████	████████	████████	████████	████████	████████
Contract Management	████████	████████	████████	████████	████████	████████
Project & Grant Accounting	████████	████████	████████	████████	████████	████████
Purchasing	████████	████████	████████	████████	████████	████████
<b>Payroll/HR:</b>						
Human Resources & Talent Management	████████	████████	████████	████████	████████	████████
Payroll w/ESS	████████	████████	████████	████████	████████	████████
<b>Revenue:</b>						
Accounts Receivable	████████	████████	████████	████████	████████	████████
Central Property File	████████	████████	████████	████████	████████	████████
General Billing	████████	████████	████████	████████	████████	████████
Tyler Cashiering	████████	████████	████████	████████	████████	████████
UB Interface	████████	████████	████████	████████	████████	████████
Utility Billing CIS	████████	████████	████████	████████	████████	████████
<b>Productivity:</b>						
Citizen Self Service	████████	████████	████████	████████	████████	████████
eProcurement	████████	████████	████████	████████	████████	████████
Munis Analytics & Reporting	████████	████████	████████	████████	████████	████████
Tyler Content Manager SE	████████	████████	████████	████████	████████	████████
Tyler ReadyForms Processing (including Common Form Set)	████████	████████	████████	████████	████████	████████

**Additional:**



**Tyler Discount Detail**

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
EnerGovAdv Server Extensions Bundle	████████	████████	████████	████████	████████	████████
EnerGov Business Management Suite (10)	████████	████████	████████	████████	████████	████████
EnerGov Citizen Self Service - Business Management	████████	████████	████████	████████	████████	████████
EnerGov Citizen Self Service - Community Development	████████	████████	████████	████████	████████	████████
EnerGov Community Development Suite (35)	████████	████████	████████	████████	████████	████████
EnerGov e-Reviews	████████	████████	████████	████████	████████	████████
EnerGov iG Workforce Apps (10)	████████	████████	████████	████████	████████	████████
EnerGov Report Toolkit	████████	████████	████████	████████	████████	████████
Tyler Disaster Recovery Service	██████	██████	██████	████████	████████	████████
Tyler GIS (45)	████████	████████	████████	████████	████████	████████
Tyler System Management Services Contract	██████	██████	██████	████████	██████	████████
<b>TOTAL:</b>	<b>\$602,350.00</b>	<b>\$305,450.00</b>	<b>\$296,900.00</b>	<b>\$155,117.00</b>	<b>\$134,367.00</b>	<b>\$20,750.00</b>



**Comments**

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

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

Tyler System Management Services is calculated at [REDACTED]

Tyler's Disaster Recovery Service is calculated at [REDACTED] The Disaster Recovery fees are applicable only to one Live Munis database and excludes all test and training databases.

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the Munis Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

## Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

The Tyler Software Product Tyler ReadyForms Processing must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.

Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Payroll library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

General Billing library includes: 1 invoice, 1 statement, 1 general billing receipt and 1 miscellaneous receipt.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Personnel Actions Forms Library includes: 1 Personnel Action form - New and 1 Personnel Action Form - Change.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1099M, 1099INT, 1099S, and 1099G.

**Comments**

EnerGov e-Reviews requires Bluebeam Studio Prime, at an estimated yearly subscription cost of \$3,000/100 users. Further pricing detail is available by contacting Bluebeam at <https://www.bluebeam.com/solutions/studio-prime>

Business Management Forms Library Includes: 1 Licensing - Business License, 1 Licensing - Business License Renewal, 1 Licensing - Business License Delinquent, 1 Licensing - Profession License, 1 Licensing - Profession License Renewal, 1 Licensing --Profession License Delinquent.

Community Development Forms Library Includes: 1 Permits - Building, 1 Permits - Trade, 1 Planning - Certificate, 1 Permits - Occupancy/Completion, 1 Code - Violation Notice.

Tyler Notify SaaS services will renew automatically for additional one (1) year terms at our then-current fee unless terminated in writing by either part at least thirty (30) days prior to the end of the then-current term.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

For the avoidance of doubt, Tyler Detect is a subscription service, not SaaS.

Notwithstanding the foregoing language, payment of annual subscription fees for Tyler Detect commence on the availability of the service. Tyler Detect services will renew automatically for additional one (1) year terms, and subsequent subscription fees are due annually in advance on the anniversary of the availability date at our then-current rates.

Pricing is based on client's current network size as defined by their entity size. Any material increases of network size may result in additional fees being assessed for the Tyler Detect service upon renewal.





## **Schedule 1 "Migration Modules"**

- Budget Preparation
- Data Dictionaries
- Fixed Assets
- GL/AP
- Human Resources
- Licensing
- Menu
- Parcel Manager
- Payroll
- Parcels w/ Permits
- Position Budgeting
- Project Accounting
- Purchasing
- Requisitions
- Utility Billing
- CORE Cashiering Support - 1 Station
- Core Cashiering Support
- Human Resources Support Web
- Permits & Inspections Support Web
- Utility Billing Support Web
- Tyler Output Processing
- Tyler Permits Voice Extension
- "Tyler Payments - Hosting Fee"
- Tyler Notify IVR Connect Support
- Tyler Notify Support



## Exhibit B Invoicing and Payment Policy

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

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

1. Tyler Software.

1.1 *License Fees:* License fees are invoiced 100% on the date when we make the applicable Tyler Software available to you for downloading (the “Available Download Date”).

1.2 *Subscription Fees:* Your initial subscription fees for Tyler Notify are invoiced when we make the product available to you. Subsequent subscription fees are due annually in advance on the anniversary of that date at our then-current rates.

1.3 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived for one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on the first anniversary of the Effective Date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates, except as noted below. On the first such anniversary, Client shall no longer be required to pay annual support fees for the Migration Modules. Notwithstanding the foregoing or anything to the contrary in this Agreement, increases to your annual maintenance and support fees will be limited as shown below:

Year	Increase Limit
2	Three percent (3%) increase over the amounts listed in the Investment Summary for Year 1 Maintenance Fees before discount
3	Three percent (3%) over the prior year annual fees
4	Five percent (5%) over the prior year annual fees
5	Five percent (5%) over the prior year annual fees

2. Professional Services.

2.1 *Legacy Eden Database Support:* The fee for Legacy Eden Database Support, as set forth in the



Investment Summary, shall be invoiced annually in advance, beginning on the Effective Date of this Agreement. Subsequent fees for Legacy Eden Database Support will be invoiced at our then-current rates.

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

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

### 3. Other Services and Fees.

- 3.1 *Systems Management*: Systems Management Services are invoiced on the Available Download Date. Systems Management Services will renew automatically for additional one (1) year terms at our



then-current Systems Management Services fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

3.2 *Disaster Recovery Services*: Disaster Recovery Services are invoiced annually in advance upon our receipt of your data. Disaster Recovery services will renew automatically for additional one (1) year terms at our then-current Disaster Recovery fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

4. Third Party Products.

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

4.2 *Third Party Software Maintenance*: The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

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

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred with no administrative mark-up and only in accordance with our then-current Business Travel Policy attached hereto as Exhibit B at Schedule 1. If we update our Business Travel Policy, such update(s) will be to address market or industry-standard travel changes and not to provide additional travel luxuries for our personnel. Copies of receipts will be provided upon request. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

6. Credit for Prepaid Maintenance and Support Fees for Migration Modules. Client will receive a credit for the maintenance and support fees prepaid for the Migration Modules for the time period commencing on the first anniversary of the Effective Date of this Agreement. Migration Modules are listed at Exhibit A, Schedule 1.

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

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



**Exhibit B**  
**Schedule 1**  
**Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

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

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

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

B. Baggage Fees

Reimbursement of personal baggage charges, if applicable and incurred, are based on trip duration as follows:

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

Baggage fees for sports equipment are not reimbursable.

## 2. Ground Transportation

### A. Private Automobile

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

### B. Rental Car

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

### C. Public Transportation

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

### D. Parking & Tolls

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

## 3. Lodging

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

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

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

separately.

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

4. Meals and Incidental Expenses

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

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

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

☐ Breakfast	15%
☐ Lunch	25%
☐ Dinner	60%

B. Same Day Travel

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

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

#### 5. Internet Access – Hotels and Airports

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

#### 6. International Travel

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

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

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

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



## Exhibit C Maintenance and Support Agreement

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

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within forty-five (45) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees subject to Section F of this Agreement, we will, consistent with our then-current Support Call Process:
  - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
  - 3.2 provide telephone support during our established support hours;
  - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
  - 3.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.
4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services

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

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

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

- (a) All infrastructure executing Tyler Software shall be managed by you;
- (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
- (c) You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.
8. Support of Migration Modules. Upon the first anniversary of the Effective Date and Client's timely payment of annual maintenance and support fees for Tyler Evergreen Modules, Client is entitled to receive, at no additional charge, maintenance and support for the Migration Modules until Tyler makes the Tyler Evergreen Modules available for use in live production. Following such period, Tyler shall continue to provide maintenance and support of the Migration Modules as set forth in Section I(23) of the Agreement.



**Exhibit C**  
**Schedule 1**  
**Support Call Process**

**Support Channels**

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

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

*Support Resources*

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

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

**Support Availability**

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

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



## Issue Handling

### Incident Tracking

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

### Incident Priority

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

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

### *Incident Escalation*

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

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

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

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

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

### *Remote Support Tool*

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



**Exhibit D**  
**DocOrigin End User License Agreement**

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**DocOrigin**

**SOFTWARE LICENSE**

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**1.1** In this Agreement a "**License Key**" means any license key, activation code, or similar installation, access or usage control codes, including serial numbers digitally created and or provided by OF Software Ltd., designed to provide unlocked access to the Software and its functionality.

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use for development and testing to create collateral deployable to Your production system(s). You are not entitled to use a development and testing license for live production purposes.

- 1.4 Production Licenses.** Production licenses are available for purchase through authorized distributors and resellers of OF Software Ltd. only. Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You, a perpetual (subject to termination by OF Software Ltd. due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sublicenseable license to use the Software in accordance with the license type purchased by you as set out on your purchase order as further described below. For greater certainty, unless otherwise agreed in a purchase order concluded with an approved distributor of the Software, and approved by OF Software, the default license to the Software is a per-CPU license as described in A. below:
- A. Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer.
  - B. Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.
  - C. Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.
- 1.5 Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.
- 1.6 Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.
- 1.7 Third-Party Software License Rights.** If a separate license agreement pertaining to an item of third-party software is: delivered to You with the Software, included in the Software download package, or referenced in any material that is provided with the Software, then such separate license agreement shall govern Your use of that item or version of Third-Party Software. Your rights in respect to any third-party software, third-party data, third-party software or other third-party content provided with the Software shall be limited to those rights necessary to operate the Software as permitted by this Agreement. No other rights in the Software or third-party software are granted to You.

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- 3.1 During the validity period of Your License Key, You will be entitled to download the latest version of the Software from the DocOrigin website [www.docorigin.com](http://www.docorigin.com). Use of any updates provided to You shall be governed by the terms and conditions of this Agreement. OF Software Ltd. reserves the right at any time to not release or to discontinue release of any Software and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the Software.
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- 8.4 **Governing Law and Venue.** This Agreement shall be governed by the laws of the Province of Ontario. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.5 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and OF Software Ltd. with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by OF Software Ltd. from time to time and the most recent version of the Agreement will be available on the OF Software website [www.docorigin.com](http://www.docorigin.com).

**Last Updated: [July 18 2013]**



**Exhibit E**  
**Statement of Work**

[Remainder of page intentionally left blank.]

# Statement of Work

---

*Tyler Technologies*

## Prepared for:

**City of Wilsonville**  
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Wilsonville, OR 97070

## Prepared by:

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# 1 Executive Summary

## 1.1 Project Overview

The Statement of Work (SOW) documents the Project Scope, methodology, roles and responsibilities, implementation Stages, and deliverables for the implementation of Tyler products.

The Project goals are to offer City of Wilsonville the opportunity to make the City more accessible and responsive to external and internal customer needs and more efficient in its operations through:

Streamlining, automating, and integrating business processes and practices  
 Providing tools to produce and access information in a real-time environment  
 Enabling and empowering users to become more efficient, productive and responsive  
 Successfully overcoming current challenges and meeting future goals

## 1.2 Product Summary

Below, is a summary of the products included in this Project, as well as reference to the City's functional area utilizing the Tyler product(s). Refer to the Investment Summary for details on products and services components covered in the Implementation Stages section of this SOW.

PRODUCT	APPLICATION
Munis	Financial Management
Munis	Procurement
Munis	Tyler Reporting Services
Munis	Accounts Receivable and Collections
Munis	Utility Billing
Munis	Human Resources & Payroll
EnerGov	Licensing & Regulatory Management
EnerGov	Permitting & Land Management
Tyler	Notify
Tyler	Cashiering
Tyler	Content Manager

## 1.3 Project Timeline

The Project Timeline establishes a start and end date for each Phase of the Project. Work package 1.3.3 ("Project/Phase Planning") will produce the authoritative timeline for the project and accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements. It will further address which functionality areas and modules to be addressed in each Phase.

The dates of each Phase provided below are estimates based on preliminary discussions and assumptions regarding resource availability. The dates do not represent any contractual commitment and will not be referenced to trigger payment or to enforce deadlines for specific project activities.

Phase	Functional Areas	Modules	Estimated Start	Estimated Go-Live	Duration
1	<b>Munis Financials</b>	<ul style="list-style-type: none"> <li>• Accounting/GL</li> <li>• Accounts Payable</li> <li>• Accounts Receivable</li> <li>• Budgeting</li> <li>• Capital Assets</li> <li>• Cash Management</li> <li>• Contract Management</li> <li>• General Billing</li> <li>• Project &amp; Grant Accounting</li> <li>• Purchasing</li> <li>• eProcurement</li> </ul>	<b>October 2019</b>	<b>July 2020</b>  (or as defined in the project plan)	10 months
	<b>Forms</b>	<ul style="list-style-type: none"> <li>• Tyler Forms Library - Financials <ul style="list-style-type: none"> <li>○ 1 AP Check</li> <li>○ 1 EFT/ACH</li> <li>○ 1 Purchase Order</li> <li>○ 1 Contract</li> <li>○ 1099M</li> <li>○ 1099INT</li> <li>○ 1099S</li> <li>○ 1099G</li> </ul> </li> <li>• Tyler Forms Library – General Billing <ul style="list-style-type: none"> <li>○ 1 Invoice</li> <li>○ 1 Statement</li> <li>○ 1 General Billing Receipt</li> <li>○ 1 Miscellaneous Receipt</li> </ul> </li> </ul>			
2	<b>Munis Human Capital Management</b>	<ul style="list-style-type: none"> <li>• HR &amp; Talent Management</li> <li>• Payroll w/ Employee Self Service</li> </ul>	<b>March 2020</b>  (or as defined in the project plan)	<b>October 2020</b>  (or as defined in the project plan)	8 months
	<b>Forms</b>	<ul style="list-style-type: none"> <li>• Tyler Forms Library - Payroll <ul style="list-style-type: none"> <li>○ 1 PR Check</li> <li>○ 1 Direct Deposit</li> <li>○ 1 Vendor from PR Check</li> <li>○ W2</li> <li>○ W2c</li> <li>○ ACA 1095B</li> <li>○ ACA 1095C</li> <li>○ 1099R</li> </ul> </li> <li>• Tyler Forms Library – Personnel Action <ul style="list-style-type: none"> <li>○ 1 Personnel Action – New</li> <li>○ 1 Personnel Actions – Change</li> </ul> </li> </ul>			

Phase	Functional Areas	Modules	Estimated Start	Estimated Go-Live	Duration
3	EnerGov	<ul style="list-style-type: none"> <li>• Business Management Suite</li> <li>• Community Development Suite</li> <li>• Server Extensions Bundle</li> <li>• Citizen Self-Service: Business Mgmt</li> <li>• Citizen Self-Service: Comm Dev</li> <li>• eReviews</li> <li>• IG Workforce Apps</li> <li>• Report Toolkit</li> </ul>	<b>April 2020</b>  (or as defined in the project plan)	<b>April 2021</b>  (or as defined in the project plan)	12 months
4	Utility Billing	<ul style="list-style-type: none"> <li>• Utility Billing CIS</li> <li>• Central Property File</li> <li>• Citizen Self-Service</li> <li>• Maplink GIS Integration</li> <li>• Tyler Cashiering (timeframe to be confirmed)</li> <li>• UB Interface</li> </ul>	<b>January 2021</b>  (or as defined in the project plan)	<b>October 2021</b>  (or as defined in the project plan)	10 months
	Forms	<ul style="list-style-type: none"> <li>• Tyler Forms Library - Utility Billing               <ul style="list-style-type: none"> <li>○ 1 Utility Bill</li> <li>○ 1 Assessment</li> <li>○ 1 UB Receipt</li> <li>○ 1 Lien Letter</li> <li>○ 1 UB Delinquent Notice</li> <li>○ 1 Door Hanger</li> <li>○ 1 Final Utility Bill</li> </ul> </li> </ul>			
Cross	Productivity	<ul style="list-style-type: none"> <li>• Munis Analytics and Reporting</li> <li>• Tyler Content Manager SE</li> <li>• Tyler Forms Processing (ReadyForms)</li> <li>• Tyler Systems Management Services / DR</li> <li>• Custom Reporting Services</li> <li>• Tyler Notify</li> </ul>			-

## 1.4 Project Methodology Overview

Tyler bases its implementation methodology on the Project Management Institute's (PMI) Process Groups (Initiating, Planning, Executing, Monitoring & Controlling, and Closing). Using this model, Tyler developed a 6-stage process specifically designed to focus on critical project success measurement factors.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to Scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City's complexity, and organizational needs.

## 2 Project Governance

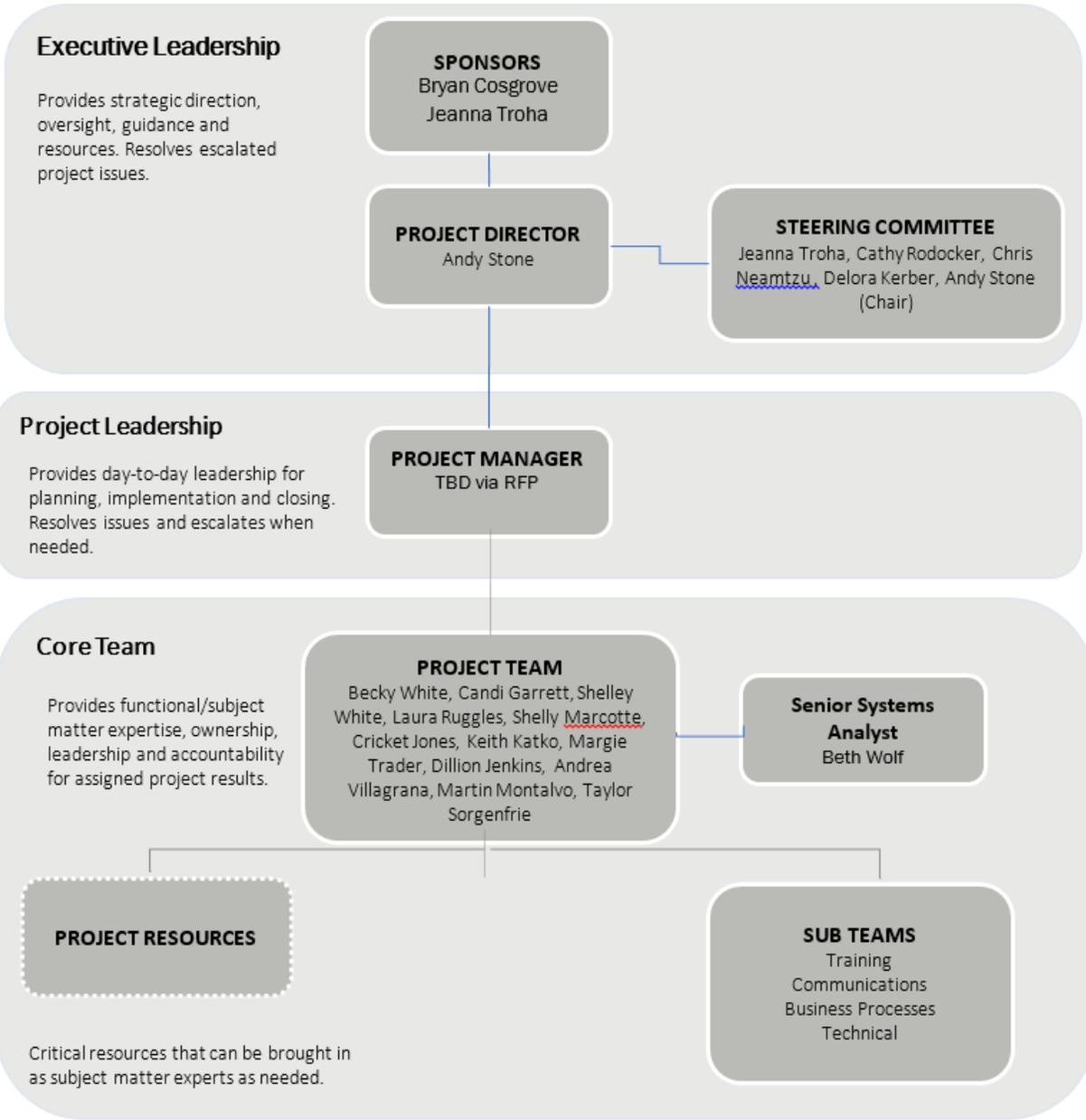
The purpose of this section is to define the resources required to adequately establish the business needs, objectives, and priorities for the Project; communicate the goals to other project participants; and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, Change Control review and authority, and organizational Change Management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the project manager level. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The path below illustrates an overall team perspective where Tyler and the City collaborate to resolve project challenges according to defined escalation paths. In the event project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City steering committee become the escalation points to triage responses prior to escalation to the City and Tyler executive sponsors. As part of the escalation process, each project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City and Tyler executive sponsors serve as the final escalation point.

### 2.1 Client Governance

Depending on the City's organizational structure and size, the following governance roles may be filled by one or more people. The City's organizational structure and size is subject to change as the Project advances.



### 2.1.1 Client Project Manager

The City’s project manager(s) act as a team leader, facilitator, and coordinator. Organizes all activities relating to the implementation. Responsible for the management of the City’s activities and deliverables as described in the Statement of Work, as well as management of any third-party resources hired by the City to provide services associated with the Project described in the Statement of Work. The project manager(s) will maintain communication between the parties, manage the work of City team members, and coordinate activities with Tyler’s project manager(s). The City project manager may be a third-party contracted by the City to serve as the City’s project manager.

## 2.1.2 Client Project Director

The City's project director strategically oversees and monitors the Project. The project director provides overall project leadership and support, cross-project coordination, removes barriers, and advocates for resources and prioritization of resources to ensure a timely and high-quality implementation. In addition, the project director represents the interests of the Steering Committee and oversees the City's project manager.

## 2.1.3 Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. Through the City's project director, oversees the City project manager(s) and the Project as a whole and through participation in regular internal meetings, the City steering committee remains updated on all project progress, project decisions, and achievement of project milestones. The City steering committee also provides support to the City project manager(s) and project director by communicating the importance of the Project to all impacted departments. The City steering committee is responsible for ensuring the Project has appropriate resources, provides strategic direction to the project team, for making timely decisions on critical project issues or policy decisions. The City steering committee also serves as primary level of issue resolution for the Project.

## 2.1.4 Executive Sponsor(s)

The City's executive sponsor provides support to the Project by allocating resources, providing strategic direction, and communicating key issues about the Project and the Project's overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day project activities. The executive sponsor empowers the City steering committee, project manager(s), the project director, and functional leads to make critical business decisions for the City.

## 2.2 Tyler Governance

### Executive Leadership

Provides strategic direction, oversight, guidance and resources. Resolves escalated project issues.

**SPONSORS**  
Andy Breeden  
Rich Boven

### Project Leadership

Provides day to day leadership for planning, implementation and closing. Resolves issues and escalates when needed.

**PROJECT MANAGER**  
Andrew Jurkins  
TBD (by Phase)

### Core Team

Provides functional/subject matter expertise, ownership, leadership and accountability for assigned project results.

**IMPLEMENTATION  
CONSULTANTS**  
TBD (by Phase)

**CONVERSION  
ENGINEERS**  
TBD (by Phase)

### 2.2.1 Tyler Project Manager

The Tyler project manager(s) have direct involvement with the Project and coordinates Tyler project team members, subject matter experts, the overall implementation schedule, and serves as the primary point of contact with the City. As requested by the City, the Tyler project manager(s) provide regular updates to the City's steering committee and other Tyler governance members.

### 2.2.2 Tyler Implementation Management

Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. Tyler project manager(s) consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler project manager(s) or with the City management, as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level. The name(s) and contact information for this resource will be provided and available to the project team.

### 2.2.3 Tyler Executive Management

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the project team and collaborates with other Tyler department managers, as needed, to escalate and facilitate implementation project tasks and decisions. The name(s) and contact information for this resource will be provided and available to the project team.

## 2.3 Project Management

This section outlines key project management tasks that are to occur throughout the Project.

### 2.3.1 Project Schedule Management

Tyler's project manager(s) will initially work collaboratively with the City's project manager(s) to create a high-level overall project schedule representing Phase 1 and Phase 2 and to create the detailed project schedule for Phase 1. Subsequent Phase-specific project schedules shall be completed at least sixty (60) calendar days prior to the start of activities for the associated Phase.

Once each project schedule is approved by the City, Tyler's project manager(s) will edit and update as necessary as part of regularly scheduled project management meetings with the City's project manager(s). At these project management meetings, the Tyler project manager(s) for each Phase of the Project will be present to ensure that all project manager(s) are aware of developments of the Project. If a proposed change to the project schedule requires Work Package activities to be rescheduled, Tyler and City project managers will evaluate the impact, communicate the change to the appropriate project teams and stakeholders, and prepare a no-cost change form documenting the change (as necessary).

Project schedules will be developed and managed using Microsoft Project. The project schedule will contain, at a minimum, the following information:

- Project activities and tasks for both Tyler and the City
- Dates of activities and tasks
- Task ownership and critical tasks
- Assignment of specific resources to project tasks
- Holidays recognized by the City
- Control points for Stages and Project Acceptance

### 2.3.2 Project Collaboration Software

Tyler will provide a SharePoint site that will serve as the primary collaboration tool for use on the project. The SharePoint site will contain the project plan, all Tyler project documents, any Client project documents, any deliverables, sign offs, change orders or other documents that will be shared with the project team. Current assumption is that SharePoint will be available for at least 12 months after the last phase Production Cut-Over Date.

## 2.4 Scope/Contract Change Process

Tyler acknowledges that any scope change proposal that affects the total cost of the Project is subject to the City's policies and must provide adequate time for consideration. The City acknowledges that such scope change proposals may affect the implementation costs, schedule, and go-live dates, which will be changed by mutual written agreement. All scope change proposals shall be governed by the terms and conditions of the Agreement, including adjusting or adding milestone payments where applicable.

## 2.5 Acceptance and Acknowledgement Process

All Deliverables and Control Points must be accepted or acknowledged following the process below. Acceptance requires a formal sign-off while acknowledgement may be provided without formal sign-off at the time of delivery. The following process will be used for accepting or acknowledging Deliverables and Control Points:

- The City shall have ten (10) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept or acknowledge each Deliverable or Control Point. If the City does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- Notwithstanding Section 2.5 of Exhibit B of the Agreement, if the City does not agree the particular Deliverable or Control Point meets requirements, the City shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.

- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have five (5) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

## 3 Overall Project Assumptions

### 3.1 Project, Resources and Scheduling

- Project activities will begin, as mutually agreed to, after the Agreement has been fully executed.
- The City has the ability allocate additional internal resources if needed. The City also ensures the alignment of their budget and Scope expectations.
- The City and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.
- Tyler and City provide adequate resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases can result in Project delays if there are not sufficient resources assigned to complete all required work as scheduled. The City and Tyler will develop the Project Schedule to accommodate consistent resource availability, as best able to, and to minimize the risk associated with insufficient resources.
- Changes to Project Plan, availability of resources or changes in Scope may result in schedule delays. The City project manager(s) and Tyler project manager(s) will monitor and document schedule delays noting the party to which the delay is attributed, which may result in additional, mutually agreed upon, charges to the Project.
- Tyler provides a written agenda and notice of any prerequisites to the City project manager(s) ten (10) business days prior to any scheduled on site or remote sessions. If notice is not provided within ten (10) business days, the City may require the workshop or associated activity to be rescheduled without incurring penalty or expense.
- Tyler provides notice of any prerequisites to the City project manager(s) a minimum of ten (10) business days prior to any key deliverable due dates.
- City users complete prerequisites prior to applicable scheduled activities. If notice is not provided within ten (10) business days, the City may require the workshop or associated activity to be rescheduled without incurring penalty or expense.
- Tyler provides examples from similarly-sized cities, recommendations, guidance, and a proposed solution for configuration and processing options available, including subsequent implication, within the Tyler software. The City is responsible for making decisions based on the options available.

- In the event the City may elect to add and/or modify current business policies during the course of this Project, such policy changes are the City's responsibility to define, document, and implement. Tyler will assist the City with appropriate accommodation of the policy within the solution.
- The City makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the schedule, as each analysis and implementation session builds on the decisions made in prior sessions.
- Tyler considers additional services out of Scope and requires additional time and costs be requested via Change Request approved through the Change Control process. Additional services can include retraining due to turnover with City staff, change in project timing due to other priorities, etc.
- The City and Tyler will respond to information requests in a comprehensive and timely manner, in accordance with the Project Plan.
- All workshops and any significant analysis or review activities that are facilitated by Tyler will be conducted onsite at City facilities. The City may grant exceptions on a case-by-case basis.
- The City may obtain, at its own cost, the services of a third-party consultant to provide project review, advice, and consultation. Tyler will cooperate with the efforts of this consultant within the context of the City's participation, Deliverable review, and approval timeframes identified within this Agreement.
- Tyler Deliverables will be provided in a format agreed upon in advance by both parties.

## 3.2 Data Conversion

- The City is readily able to produce the data files needed for conversion from the Legacy System to provide them to Tyler on the specified due date(s). At the time the Legacy System data file is extracted, the City will produce reports and detail screen captures to reconcile the converted data.
- Each Legacy System data file submitted for conversion includes all associated records in a single approved file layout. Where possible, Tyler will provide the City with Legacy System Templates to assist with the data extraction process.
- The City understands the Legacy System data extract(s) must be provided to Tyler in the same format each time unless changes are mutually agreed upon in advance by the process defined in the Data Conversion Plan. If not, negative impacts to the schedule, budget, and resource availability may occur and/or data in the new system may be incorrect.

- During this process, the City may need to correct data scenarios in the Legacy System prior to the final data pull. This is a complex activity and requires due diligence by the City to ensure all data pulled includes all required data and the Tyler system contains properly mapped data.
- During Production Cutover, the City may need to manually add or correct data after data has been loaded into the production database as mutually agreed to prior to the load.

### 3.3 Data Exchanges, Modifications, Forms and Reports

- The City ensures the 3rd party data subject to the Data Exchange conforms to a Tyler standard format. Tyler acknowledges that the City currently utilizes a Tyler product (Eden) for its financial and permitting data/information.
- The 3rd party possesses the knowledge of how to program its portion of the interaction and understands how to manipulate the data received.
- Client is on a supported, compatible version of the 3<sup>rd</sup> party software or Tyler Standard Data Exchange tools may not be available.
- Where feasible, the City will leverage standard functionality within the application and consider the adoption of business process changes.
- Any Modification requests not expressly stated in the contract are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for project Phases. Modification requests not in Scope must follow the Project Change Request process.
- Tyler will ensure that the City's testing environment contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing. Tyler will perform quality assurance testing of any Modification in advance of delivery to the City for testing to ensure it performs as defined by the specification prior to acceptance.

### 3.4 Hardware and Software

- Tyler and the City will jointly determine which available version of the solution will be initially Installed, considering the availability of functionality and the stability of the associated version.
- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City personnel and Tyler project staff.
- The City has in place all hardware, software, and technical infrastructure necessary to support the Project.

- The City's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the City does not meet minimum standards of Tyler's published specifications.

### 3.5 Environments and Databases

- Tyler will assist in creating software environments and databases to support activities for concurrent Project Phases. The environments will be production, train, and test. Each environment will have a corresponding database named the same as the environments.
- The test environment will be used by Tyler to build the solution. Tyler will use the test database for testing and reviewing converted data. Tyler will also use the test database to present completed Deliverables to the City for acceptance. Once Deliverables have been accepted, they will be moved to the production and train environments.
- The training database will be used by the City for reviewing the converted data, testing, and training.
- At Production Cutover, the production database will be used for processing daily functions.

### 3.6 Education

- Throughout the Project lifecycle, the City will arrange a training room for Tyler staff to transfer knowledge to the City's resources, for both onsite and remote sessions. The City will arrange staff with a location to practice what they have learned without distraction. If Phases overlap, the City will arrange multiple training facilities to allow for independent sessions scheduling without conflict.
- The training room is provisioned according to the approved Education Plan. The City determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two (2) people at a given workstation.
- The City provides a workstation which connects to the Tyler system for the Tyler Trainer conducting the session. The computer connects to a City provided display (projector or large-screen TV), allowing all attendees the ability to actively engage in the training session.
- Unless otherwise agreed to by the parties, Tyler will conduct one (1) formal training session for each of the functional areas of the Software. The functional areas covered will allow the City to utilize the Software. The City is responsible for assigning the appropriate Users to attend these sessions.
- The City testing database contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing.

- The City is responsible for verifying the performance of the Modification as defined by the specification.
- Users performing user acceptance testing (UAT) have attended all applicable training sessions prior to performing UAT.

### 3.7 Assumption Mitigation

- In the event that any assumptions are not met or prove to be invalid, the parties agree to work in good faith to mitigate any resulting issues.

## 4. Implementation Stages

### 4.1 Work Breakdown Structure (WBS)

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “work packages.” The work packages, shown below each Stage, contain the high-level work to be done. The detailed Project Plan, developed during Initiate & Plan and finalized during Assess & Define, will list the tasks to be completed within each work package. Each Stage ends with a “Control Point”, confirming the work performed during that Stage of the Project.

These Stages and associated Work Packages will repeat for each of the designated Project Phases indicated in Section 1.2 (“Project Timeline”). Roles and responsibilities for Tyler and City resources are outlined in Section 5 below.



\* - If included in project scope

## 4.2 Initiate & Plan (Stage 1)

The Initiate & Plan Stage creates a foundation for the Project through identification of City and Tyler Project Management teams, development of implementation management plans, and the provision and discussion of system infrastructure requirements. City participation in gathering information is critical. Tyler Project Management teams present initial plans to stakeholder teams at Stage end.

### 4.2.1 Tyler Internal Coordination & Planning

Prior to Project commencement, Tyler management staff assigns Project Manager(s). Tyler provides the City with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. City participation in gathering requested information by provided deadlines ensures the Project moves forward in a timely fashion. Internally, the Tyler project manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City’s team. During this step, Tyler will work with the City to establish the date(s) for the Project/Phase Planning session.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Assign Tyler project manager	A	R	I						I			I								
Provide initial Project documents to Client	A	I	R						C			I								
Sales to Implementation knowledge transfer	A	I	R						C											
Internal planning and phase coordination		A	R					C												

## 4.2.2 System Infrastructure Planning

The City provides, purchases or acquires hardware according to hardware specifications provided by Tyler and ensures it is available at the City’s site. The City completes the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	System Infrastructure Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide system hardware specifications			I					R	A			I						C		
Make hardware available for Installation			I					C				A						R		
Install system hardware, if applicable			I					C				A						R		
Complete system infrastructure audit			I					C				A						R		

### 4.2.3 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify Applications to implement in each Phase (if applicable), and discuss implementation timeframes. The Tyler project manager(s) deliver an Implementation Management Plan, which is mutually agreeable by City and Tyler.

The Implementation Management Plan will address, at a minimum, the following topics:

- Communications
- Quality Management (including Testing Plan)
- Risk Management
- Issue Management
- Resource Management
- Education (including Training Plan)
- Schedule Management

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project/Phase Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning		A	R								I	C	C			I				
Deliver implementation management plan		A	R									C	C	I						

### 4.2.4 Project Schedule

Client and Tyler will mutually develop an initial Project Schedule. The initial schedule includes, at minimum, enough detail to begin Project activities while the detailed Project Plan/schedule is being developed and refined.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project Schedule																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop initial Project Schedule	A	R	I									C	I	I						
Deliver Project Plan and schedule for Project Phase	A	R	I							I	I	C	C	I	I					
Client reviews Project Plan & initial schedule			C							I	A	R	C	C		C				
Client approves Project Plan & initial schedule			I							I	A	R	C	C	I	I		I	I	I

## 4.2.5 Stakeholder Presentation

At the City Project Director’s discretion, Tyler project manager(s) may join City stakeholders to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants. Tyler will provide the proposed presentation to the City at least ten (10) business days in advance of the meeting for review and, as needed, revision. The parties will mutually agree on the format of the presentation.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Stakeholder Presentation																			
	TYLER								CLIENT											
	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
TASKS																				
Present overview of Project Deliverables, Project Schedule and roles and responsibilities		A	R	I					I	I	I	C	I	I	I	I		I	I	I
Communicate successful Project criteria and goals			I							R	C	A	C	I	I	C	I	I		

## 4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Assess & Define Stage is dependent upon Tyler's receipt of the Stage Acceptance.

### 4.2.6.1 Initiate & Plan Stage Deliverables

- Implementation Management Plan
  - Objective: Update and deliver baseline management plans to reflect the approach to the City's Project.
  - Scope: The Implementation Management addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.
  - Acceptance criteria: City reviews and acknowledges receipt of Implementation Management Plan.
- Project Plan/Schedule
  - Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
  - Scope: Task list, assignments and due dates
  - Acceptance criteria: City acceptance of schedule based on City resource availability and Project budget and goals.

### 4.2.6.2 Initiate & Plan Stage Acceptance Criteria

- Hardware Installed
- System infrastructure audit complete and verified
- Implementation Management Plan delivered
- Project Plan/Schedule delivered; dates confirmed
- Stakeholder Presentation complete

### 4.3 Assess & Define (Stage 2)

The primary objective of Assess & Define is to gather information about current City business processes and translate the material into future business processes using Tyler Applications. Tyler uses a variety of methods for obtaining the information, all requiring City collaboration. The City shall provide complete and accurate information to Tyler staff for analysis and understanding of current workflows and business processes.

#### 4.3.1 Fundamentals Review

Fundamentals Review provides Functional Leads and Power Users an overall understanding of software capabilities prior to beginning current and future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Assess & Define																			
	TYLER							CLIENT												
	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
TASKS																				
Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable		A	R	I								C	I		I				I	
Complete fundamentals materials review and prerequisites			I								A	R		I					C	
Ensure all scheduled attendees are present			I	I						A	R	C		I						
Facilitate fundamentals review			A	R								I	I		I					

### 4.3.2 Current/Future State Analysis

City and Tyler evaluate current state processes, options within the new software, pros and cons, and implications of each option based on current or desired state and make decisions about future state configuration and processing. The following table indicates the estimated duration for each analysis workshop. Note that Tyler Forms, reports and Tyler Content Manager (TCM) will be discussed with each module when applicable.

Module	Duration (days)
Accounting/General Ledger	3 (COA included)
Budget	1
Accounts Payable	1
Capital Assets	1
Cash Management	.5
Contract Management	1
Project & Grant Accounting	2
Purchasing	1
Human Resources & Talent Management	1
Payroll	2
Employee Self Service –Included in Payroll and HR	0
Accounts Receivable and Loans	1
General Billing	1
Cashiering	1
eProcurement –included in Purchasing	0
Hub	.5
Munis Analytics and Reporting – Training item only	0
Tyler Content Manager (TCM) – Training item only	0

\*NOTE: Tyler Forms and Reports are covered by module area during the analysis sessions within that functional area.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Current/Future State Analysis																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide Current/Future State analysis materials to the City, as applicable		A	R	I								C	I		I					
Conduct Current & Future State analysis			A	R								I	C	I	C					
Provide pros and cons of Tyler software options			A	R								I	C	I	C					
Make Future State Decisions according to due date in the Project Plan			I	I							C	A	R	I	C	I				
Record Future State decisions			A	R								I	C	I	C					

### 4.3.3 Data Conversion Planning & Mapping

This entails the activities performed to prepare to convert data from the City’s Legacy System Applications to the Tyler system. Tyler staff and the City work together to complete Data Mapping for each piece of data (as outlined in the Agreement) from the Legacy System to a location in the Tyler system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Data Conversion Planning & Mapping																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review contracted data conversion(s) options			A	R	I							C	C		C			C		
Map data from Legacy System to Tyler system			I	C	I							A	C		C			R		
Pull conversion data extract			I		I							A	C		C			R		
Run balancing Reports for data pulled and provide to Tyler			I		I							A	C		R			I		
Review and approve initial data extract		A	I	C	R							I						I		
Correct issues with data extract, if needed			I	C	C							A	C		C			R		

### 4.3.4 Standard 3rd Party Data Exchange Planning

Standard Data Exchange tools are available to allow clients to get data in and out of the Tyler system with external systems. Data exchange tools can take the form of Imports and Exports, and Interfaces.

A Standard Interface is a real-time or automated exchange of data between two systems. This could be done programmatically or through an API. It is Tyler’s responsibility to ensure the Tyler programs operate correctly. It is the City’s responsibility to ensure the third-party program operates or accesses the data correctly. Tyler acknowledges that the City currently utilizes a Tyler product (Eden) for its financial and permitting data/information.

The City and Tyler Project Manager(s) will work together to define/confirm which Data Exchanges are needed (if not outlined in the Investment Summary). Tyler will provide a file layout for each Standard Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Standard 3 <sup>rd</sup> Party Data Exchange Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review Standard or contracted Data Exchanges			A	R								C	I		I			C		
Define or confirm needed Data Exchanges			I	C								A	C		C			R		

### 4.3.5 Modification Analysis & Specification, if contracted

Tyler staff conducts additional analysis and develops specifications based on information discovered during this Stage. The City reviews the specifications and confirms they meet City’s needs prior to acceptance. Out of Scope items or changes to specifications after acceptance may require a Change Request.

Tyler’s intention is to minimize Modifications by using Standard functionality within the Application, which may require a City business process change. Tyler will make all reasonable efforts to incorporate current City business processes within the Application. It is the responsibility of the City to detail all its known needs during the Assess and Define Stage. Tyler will write up specifications (for City approval) for contracted program Modifications. Upon approval, Tyler will make the agreed upon Modifications to the respective program(s). Once the Modifications have been delivered, the City will test and approve those changes during the Build and Validate Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Modification Analysis & Specification, if contracted																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Analyze contracted modified program requirements			A	C			R											C		
Develop specification document(s)	A		I	C			R				I	I		I				I		
Review specification document(s); provide changes to Tyler, if applicable			I	C			C				A	R	I	C				C		
Sign-off on specification document(s) and authorize work			I				I				A	R	C	I	I			C		

### 4.3.6 Forms & Reports Planning

City and Tyler Project Manager(s) review Forms and Report needs. Items that may be included in the Agreement are either Standard Forms and Reports or known/included Modification(s). Items not included in the Agreement could be either City-developed Reports or a newly discovered Customization that will require a Change Request.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Forms & Reports Planning																			
	TYLER							CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review required Forms output			A	R									C	I	C			I		
Review and complete Forms options and submit to Tyler			I			I						A	R		C					
Review in Scope Reports			A	R								I	C		C					
Identify additional Report needs			I	C								A	R		C					
Add applicable tasks to Project schedule		A	R	I		C						C	I		I			I		

### 4.3.7 System Deployment

The Tyler Technical Services team Installs Tyler Applications on the server (hosted or client-based) and ensures the platform operates as expected.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	System Deployment																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Install contracted software on server	A		I					R				I						C		
Ensure platform operates as expected	A		I					R				I						C		

## 4.3.8 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Build & Validate Stage is dependent upon Tyler's receipt of the Stage Acceptance.

### 4.3.8.1 Assess & Define Stage Deliverables

- Completed analysis Questionnaire
  - Objective: Gather and document information related to City business processes for current/future state analysis as it relates to Tyler approach/solution.
  - Scope: Provide comprehensive answers to all questions on Questionnaire(s).
  - Acceptance criteria: City acceptance of completed Questionnaire based on thoroughness of capturing all City business practices to be achieved through Tyler solution.
- Data conversion summary and specification documents
  - Objective: Define data conversion approach and strategy.
  - Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.
  - Acceptance criteria: Data conversion document(s) delivered to the City, reflecting complete and accurate conversion decisions.
- Modification or Customization specification documents, if contracted
  - Objective: Provide comprehensive outline of identified gaps, and how the modified program meets the City's needs.
  - Scope: Design solution for Modification or Customization.
  - Acceptance criteria: City accepts Modified Specification Document(s) and agrees that the proposed solution meets their requirements.
- Completed Forms options and/or packages
  - Objective: Provide specifications for each City in Scope form, Report and output requirements.
  - Scope: Complete Forms package(s) included in agreement and identify Report needs.
  - Acceptance criteria: Identify Forms choices and receive supporting documentation.
- Installation checklist
  - Objective: Installation of purchased Tyler software.
  - Scope: Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training, unless the City is hosted.
  - Acceptance criteria: Tyler software is successfully installed and available to authorized users, City team members are trained on applicable system administration tasks.

### 4.3.8.2 Assess & Define Stage Acceptance Criteria

- Tyler software is installed.
- Fundamentals review is complete.

- Required Form information complete and provided to Tyler.
- Current/Future state analysis completed; Questionnaires delivered and reviewed.
- Data conversion mapping and extractions completed and provided to Tyler.

## 4.4 Build & Validate (Stage 3)

The objective of the Build & Validate Stage is to prepare the software for use in accordance with the City's needs identified during the Assess and Define Stage, preparing the City for Final Testing and Training.

### 4.4.1 Configuration & Power User Training

Tyler staff collaborates with the City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Tyler staff will train the City Power Users to prepare them for the Validation of the software. The City collaborates with Tyler staff iteratively to Validate software configuration.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Build & Validate																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform configuration			A	R								I	R		I					
Power User process and Validation training			A	R								I	C	I	C				I	
Validate configuration			I	C								A	C		R			C		

## 4.4.2 Data Conversion & Validation

Tyler completes an initial review of the converted data for errors. With assistance from the City, the Tyler Data Conversion Team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, the City reviews specific data elements within the system and identifies and provides discrepancies in a Report. Iteratively, Tyler collaborates with the City to address conversion discrepancies prior to acceptance.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Data Conversion & Validation																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Write and run data conversion program against Client data		A	I	C	R														C	
Complete initial review of data errors		A	I	C	R							I	I						C	
Review data conversion and submit needed corrections			I	C	I							A	C		R				C	
Revise conversion program(s) to correct error(s)		A	I	C	R							I	I		C				C	

### 4.4.3 Standard 3rd Party Data Exchange Validation

Tyler provides training on Data Exchange(s) and the City tests each Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Standard 3 <sup>rd</sup> Party Data Exchange Validation																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Train Data Exchange(s) processing in Tyler software			A	R								C	I	I	I			C	I	
Coordinate 3 <sup>rd</sup> Party Data Exchange activities			I	I								A	C		C			R		
Test all Standard 3 <sup>rd</sup> party Data Exchange(s)			I	C								A	C	I	R			C		

### 4.4.4 Modification Delivery & Validation, if contracted

Tyler delivers in Scope Modification(s) or Customization(s) to the City for preliminary testing. Final acceptance will occur during the Final Testing and Training Stage.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 3	Modification Delivery & Validation, if contracted																				
	TYLER								CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Develop and deliver contracted modified program(s)		A	I	C	I		R					I	C	I	C				I		C
Test contracted modified program(s) in isolated database			I	C			C					A	C		R				C		
Report discrepancies between specification and delivered contracted modified program(s)			I	I			I					A	R		C				C		
Make corrections to contracted modified program(s) as required		A	I	C	I		R					I	C		C				I		

### 4.4.5 Forms & Reports Validation

Tyler provides training on Standard Forms/Reports and the City tests each Standard Form/Report.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Forms & Reports Validation																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Standard Forms & Report training			A	R								I	C		C					
Test Standard Forms & Reports			I	C		C						A	C		R			C		

## 4.4.6 Control Point 3: Build & Validate Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Final Testing & Training Stage is dependent upon Tyler's receipt of the Stage Acceptance.

### 4.4.6.1 Build & Validate Stage Deliverables

- Initial data conversion
  - Objective: Convert Legacy System data into Tyler system.
  - Scope: Data conversion program complete; deliver converted data for review.
  - Acceptance criteria: Initial error log available for review.
- Data conversion verification document
  - Objective: Provide instructions to the City to verify converted data for accuracy.
  - Scope: Provide self-guided instructions to verify specific data components in Tyler system.
  - Acceptance criteria: City accepts data conversion delivery; City completes data issues log.
- Installation of Modifications or Customizations on the City's server(s) \*except for hosted Clients
  - Objective: Deliver Modification(s) in Tyler software.
  - Scope: Program for Modification is complete and available in Tyler software, Modification testing.
  - Acceptance criteria: Delivery of Modification(s) results in objectives described in the City-signed specification.
- Standard Forms & Reports Delivered
  - Objective: Provide Standard Forms & Reports for review.
  - Scope: Installation of all Standard Forms & Reports included in the Agreement.
  - Acceptance criteria: Standard Forms & Reports available in Tyler software for testing in Stage 4.

### 4.4.6.2 Build & Validate Stage Acceptance Criteria

- Application configuration completed.
- Standard Forms & Reports delivered and available for testing in Stage 4.
- Data conversions (except final pass) delivered.
- Standard 3<sup>rd</sup> party Data Exchange training provided.
- Modifications/Customizations delivered and available for testing in Stage 4.
- The City and Tyler have done a review of primary configuration areas to validate completeness and readiness for testing and acceptance in Stage 4.

## 4.5 Final Testing & Training (Stage 4)

During Final Testing and Training, Tyler and the City review the final Cutover plan. A critical Project success factor is the City understanding the importance of Final Testing and Training and dedicating the resources required for testing and training efforts to ensure a successful Production Cutover.

### 4.5.1 Cutover Planning

City and Tyler project manager(s) discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Checklist to outline Cutover tasks to help prepare the City for success.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	Cutover Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Cutover Planning Session		A	R	C							I	C	C	C	C			C	C	
Develop Production Cutover Checklist		A	R	C						I	I	C	C	I	I			C		

## 4.5.2 User Acceptance Testing (UAT)

The City performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler provides a Test Plan for users to follow to ensure proper Validation of the system.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 4	User Acceptance Testing (UAT)																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Deliver Test Plan for User Acceptance Testing		A	R	C								I	I							
Perform User Acceptance Testing			I	C							A	R	C	C	C	I	I	C	I	
Accept modified program(s), if applicable			I	I			I				A	R	C	I	C			C		
Validate Report performance			I	C		C						A	C		R			C		

### 4.5.3 End User Training

End Users attend training sessions to learn how to utilize Tyler software. Training focuses primarily on day-to-day City processes that will be delivered via group training, webinar, eLearnings and/or live training sessions.

The City, at its discretion, may elect to record video and audio of the training for reference purposes and for use with internal training in the future.

Unless stated otherwise in the Agreement, Tyler provides, at a minimum, one occurrence of each scheduled training or implementation topic with up to the maximum number of users as defined in the Agreement, or as otherwise mutually agreed. City users who attended the Tyler sessions may train any City users not able to attend the Tyler sessions or additional sessions may be contracted at the applicable rates for training.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	End User Training																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Conduct user training sessions			A	R								C	I		I	I		I		
Conduct additional End User training sessions			I								I	A	C	I	R	I	I	I	I	

## 4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Production Cutover Stage is dependent upon Tyler's receipt of the Stage Acceptance.

### 4.5.4.1 Final Testing & Training Stage Deliverables

- Production Cutover checklist
  - Objective: Provide a detailed checklist outlining tasks necessary for production Cutover.
  - Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing.
  - Acceptance criteria: Definition of all pre-production tasks, assignment of owners and establishment of due dates.
- User Acceptance Test Plan
  - Objective: Provide testing steps to guide users through testing business processes in Tyler software.
  - Scope: Testing steps for Standard business processes.
  - Acceptance criteria: Testing steps have been provided for Standard business processes.

### 4.5.4.2 Final Testing & Training Stage Acceptance Criteria

- Production Cutover Checklist delivered and reviewed.
- Modification(s) and Customization(s) tested and accepted, if applicable.
- Standard 3<sup>rd</sup> party Data Exchange programs tested and accepted.
- Standard Forms & Reports tested and accepted.
- User acceptance testing completed.
- End User training completed.

## 4.6 Production Cutover (Stage 5)

City and Tyler resources complete tasks as outlined in the Production Cutover Plan and the City begins processing day-to-day business transactions in the Tyler software. Following Production Cutover, the City transitions to the Tyler support team for ongoing support of the Application.

### 4.6.1 Final Data Conversion, if applicable

The City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion. The City may need to manually enter into the Tyler system any data added to the Legacy System after final data extract.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Final Data Conversion, if applicable																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide final data extract			C		I						I	A	C	I	I	I	I	R		
Provide final extract balancing Reports			I		I							A	C		R			I		
Convert and deliver final pass of data		A	I	I	R							I	I		I			C		
Validate final pass of data			I	C	C						I	A	C		R			C		
Load final conversion pass to Production environment			I		I						I	A	C	I	C			R		

## 4.6.2 Production Processing & Assistance

Tyler staff collaborates with the City during Production Cutover activities. The City transitions to Tyler software for day-to day business processing. At the City’s election, Tyler staff will be onsite to assist for the first week of Production Cutover for each Phase.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Production Processing & Assistance																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Production processing			C	C						I	I	A	R	R	R	R	R	R	I	I
Provide production assistance			A	R				C				I	C	C	C	C	C	C		

### 4.6.3 Transition to Tyler Support

Tyler project manager(s) introduce the City to the Tyler Support team, who provides the City with day-to-day assistance following Production Cutover.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Transition to Tyler Support																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop internal support plan			I								A	R	C	C	C	C		C	C	C
Conduct transfer to Support meeting	A	I	C					R				C	C	C	C	I	I	C	I	I

### 4.6.4 Schedule Post-Production Services, if applicable

Tyler provides post-production services included in the Investment Summary. Post-production services typically include Tyler implementation support for first occurrences of critical business functions: month-end, year-end, open enrollment, W2, 1099, budget projects, etc. Prior to scheduling services, the Tyler project manager(s) collaborate with City project manager(s) to identify needs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Schedule Post-Production Services, if applicable																				
	TYLER								CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Identify topics for post-production services			C	C								A	R	I	C					I	
Schedule services for post-production topics		A	R	I								C	C	I	C					I	

## 4.6.5 Control Point 5: Production Cutover Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Phase/Project Closure Stage is dependent upon Tyler's receipt of this Stage Acceptance.

### 4.6.5.1 Production Cutover Stage Deliverables

- Final data conversion, if applicable
  - Objective: Ensure (in Scope) Legacy System data is available in Tyler software in preparation for production processing.
  - Scope: Final passes of all conversions completed in this Phase.
  - Acceptance criteria: Data is available in production environment.
- Support transition documents
  - Objective: Define strategy for on-going Tyler support.
  - Scope: Define support strategy for day-to-day processing, conference call with City Project Manager(s) and Tyler support team, define roles and responsibilities, define methods for contacting support.
  - Acceptance criteria: The City receives tools to contact support and understands proper support procedures.

### 4.6.5.2 Production Cutover Stage Acceptance Criteria

- Final data conversion(s) delivered.
- Processing is being done in Tyler production.
- Transition to Tyler support is completed.
- Post-live services have been scheduled, if applicable.

## 4.7 Phase/Project Closure (Stage 6)

Project or Phase closure signifies full implementation of all products purchased and encompassed in the Phase or Project. The City moves into the next cycle of its relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Support).

### 4.7.1 Close Phase/Project

The City and Tyler Project Manager(s) review the list of outstanding Project activities and develop a written plan to address them. The Tyler Project Manager(s) review the Project budget and status of each contract Deliverable with the City Project Manager(s) prior to closing the Phase or Project.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 6	Close Phase/Project																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review outstanding Project activities and develop action plan		A	R	C								C	C	I	C	I		C		
Review Project budget and status of contract Deliverables		A	R							I	I	C								

## 4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. This is the final acceptance for the Phase/Project.

### 4.7.2.1 Phase/Project Closure Stage Deliverables

- Phase/Project reconciliation report
  - Objective: Provide comparison of contract Scope and Project budget.
  - Scope: Contract Scope versus actual, analysis of services provided and remaining budget, identify any necessary Change Requests or Project activity.
  - Acceptance criteria: Acceptance of services and budget analysis and plan for changes, if needed.

### 4.7.2.2 Phase/Project Closure Stage Acceptance Criteria

- Outstanding Phase or Project activities have been documented and assigned.
- Phase/final Project budget has been reconciled.
- Tyler Deliverables for the Phase/Project are complete:
  - Implementation Management Plan
  - Project Plan/Schedule
  - System Design Document
  - Modification specs, if any
  - Forms kits
  - Installation Checklist
  - Data Conversion Plan
  - Data conversion verification document
  - Mod delivery, if any (if required for go-live)
  - Forms Library
  - Production Cutover Checklist
  - Testing Plan
  - Support transition plan
  - Training Plan

## 5 Roles and Responsibilities

### 5.1 Tyler Roles and Responsibilities

Tyler assigns project manager(s) prior to the start of each Phase of the Project, which project manager(s) will have a minimum of three (3) successful implementations for the associated Phase. The project manager(s) assign additional Tyler resources as the schedule develops and as needs arise. One person may fill multiple project roles.

#### 5.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City's overall organizational strategy.
- Authorizes required project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Offers additional support to the project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions.
- Acts as the counterpart to the City's executive sponsor.

#### 5.1.2 Tyler Implementation Management

- Acts as the counterpart to the City steering committee.
- Assigns initial Tyler project personnel.
- Works to resolve all decisions and/or issues not resolved at the Project Management level as part of the escalation process.
- Attends City steering committee meetings as necessary via web conferencing.
- Provides support for the project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.

#### 5.1.3 Tyler Project Manager

The Tyler project manager(s) provides oversight of the Project, coordination of resources between departments, management of the project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items. When discussing overall Project timelines and high-level status updates, all Tyler project managers will participate in Project meetings with the City.

- Contract Management
  - Validates contract compliance throughout the Project.
  - Ensures Deliverables meet contract requirements.
  - Acts as primary point of contact for all contract and invoicing questions.
  - Prepares and presents contract milestone sign-offs for acceptance by City project manager(s).
  - Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

- Planning
  - Update and deliver Implementation Management Plan.
  - Defines project tasks and resource requirements.
  - Develops initial project schedule and full-scale Project Plan.
  - Collaborates with City project manager(s) to plan and schedule project timelines to achieve on-time implementation.
- Implementation Management
  - Tightly manages Scope and budget of Project; establishes process and approval matrix with the City to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
  - Establishes and manages a schedule and resource plan that properly supports the Project Plan that is also in balance with Scope/budget.
  - Establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the City any items that may impact the outcomes of the Project.
  - Collaborates with the City's project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
  - Sets a routine communication plan that will aide all project team members, of both the City and Tyler, in understanding the goals, objectives, current status and health of the project.
- Team Management
  - Acts as liaison between project team and Tyler manager(s).
  - Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
  - Provides direction and support to project team.
  - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
  - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
  - Assesses team performance and adjusts as necessary.
  - Interfaces closely with Tyler developers to coordinate program Modification activities.
  - Coordinates with in Scope 3<sup>rd</sup> party providers to align activities with ongoing project tasks.

#### 5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler Project Manager(s).
- Performs problem solving and troubleshooting.
- Follows up on issues identified during sessions.
- Documents activities for on site services performed by Tyler.
- Provides conversion Validation and error resolution assistance.
- Recommends guidance for testing Forms and Reports.
- Tests software functionality with the City following configuration.
- Assists during Production Cutover process and provides production support until the City transitions to Tyler Support.
- Provides product related education.

- Effectively facilitates training sessions and discussions with City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- Conducts training (configuration, process, conversion Validation) for Power Users and the City's designated trainers for End Users.
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project Plan.
- Keeps Tyler project manager(s) proactively apprised of any and all issues which may result in the need for additional training, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action.
- Has participated in a minimum of two (2) prior successful implementations as the Tyler Implementation Consultant.

### 5.1.5 Tyler Sales

- Provide sales background information to Implementation during Project initiation.
- Support Sales transition to Implementation.
- Provide historical information, as needed, throughout implementation.

### 5.1.6 Tyler Software Support

- Manages incoming client issues via phone, email, and online customer incident portal.
- Documents and prioritizes issues in Tyler's Customer Relationship Management (CRM) system.
- Provides issue analysis and general product guidance.
- Tracks issues and tickets to timely and effective resolution.
- Identifies options for resolving reported issues.
- Reports and escalates defects to Tyler Development.
- Communicates with the City on the status and resolution of reported issues.

### 5.1.7 Tyler Data Conversion Experts

- Validates client data files are in proper format.
- Develops customized conversion programs to convert Legacy System data into the Tyler database for production use according to defined mapping.
- Provides error Reports on unsupported data conditions and the merging or normalization of data fields.
- Assists the City with understanding and interpreting error Reports.
- Performs changes and corrections to customized conversion programs as the City discovers data anomalies and exception conditions.

### 5.1.8 Tyler Reports/Forms Experts

- Provides specifications for all Forms & Reports in Scope.
- Reviews requirements for Peripherals and Consumables, if applicable.
- Conducts review of City's form mockup sheets.
- Develops final form designs.
- Configures and installs Forms software and approved Forms.

### 5.1.9 Tyler Disaster Recovery Support

- Conduct and monitor nightly backups of City databases at hosting facility, transfer nightly backups to Tylers data center.
- Provides services to host Application in the event of a disaster.
- Provides 24 hour RPO – Recover Point Objective.
- Provides emergency response within 2 business hours
- Ensure Tyler Application availability within 8 business hours.
- Provide one annual disaster planning walkthrough.

### 5.1.10 Tyler Systems Management Services

- Manages incoming City issues via phone, email, online customer incident portal, and from Software Support.
- Provides system support including remote support of City systems, operating systems, network and local printing, and SQL assistance for the systems and platform directly attributable to the Tyler Applications.
- Tracks issues and tickets to timely and effective resolution.
- Determine root cause and provide solutions or provide direction/escalation to Tyler Development.
- Consult on pre-sales in regards to system requirements.
- Troubleshoot server and workstation issues.
- Migrate Tyler Applications and databases to new hardware.
- Maintain systems and provide Database and Server Administration.
- Provide proactive monitoring of Tyler Application/DB server(s).
- Perform server transfers, database analysis, file system cleanup, and backup verification.
- Assists with database refreshes, LDAP synchronization, and loading releases.

## 5.2 City Roles and Responsibilities

City resources will be assigned prior to the start of each Phase of the project. One person may be assigned to multiple project roles.

### 5.2.1 City Executive Sponsor

Provides clear direction for the Project and how the Project applies to the organization's overall strategy.

Champions the Project at the executive level to secure buy-in.

Authorizes required Project resources.

Resolves all decisions and/or issues not resolved at the City steering committee level as part of the escalation process.

Actively participates in organizational change communications.

### 5.2.2 City Steering Committee

Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.

Attends all scheduled steering committee meetings, or, if unavailable, will have a proxy attend.

Provides support for the project team.

Assists with communicating key project messages throughout the organization.

Prioritizes the project within the organization.

Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources.

Monitors project progress including progress towards agreed upon goals and objectives.

Has the authority to approve or deny changes impacting the following areas:

- Cost
- Scope
- Schedule
- Project Goals
- City Policies

### 5.2.3 City Project Director

The City's project director strategically oversees and monitors the Project. The project director provides overall project leadership and support, cross-project coordination, removes barriers, and advocates for resources and prioritization of resources to ensure a timely and high-quality implementation. In addition, the project director represents the interests of the Steering Committee and oversees the City's project manager.

### 5.2.4 City Project Manager

The City shall assign project manager(s) prior to the start of this Project with overall responsibility and authority to make decisions related to project Scope, scheduling, and task assignment, and communicates decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City project manager(s) do not have the knowledge or authority to make decisions, he or she engages the correct resources from City to participate in discussions and make decisions in a timely fashion to avoid Project delays.

#### Contract Management

- Validates contract compliance throughout the Project.
- Ensures invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Signs off on contract milestone acknowledgment documents.
- Collaborates on and approves Change Requests, if needed, to ensure proper Scope and budgetary compliance.

#### Planning

- Review and acknowledge Implementation Management Plan.
- Defines project tasks and resource requirements for City project team.
- Collaborates in the development and approval of the initial Project Plan and Project Plan.
- Collaborates with Tyler project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

#### Implementation Management

- Tightly manages Project budget and Scope and collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the Project Plan, as a whole, that is also in balance with Scope/budget.
- Collaborates with Tyler Project manager(s) to establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to Tyler any items that may impact the outcomes of the Project.
- Collaborates with Tyler Project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project.
- Routinely communicates with both City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the Project by all team members.

#### Team Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all City resources across all modules, Phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Coordinates in Scope 3<sup>rd</sup> party providers to align activities with ongoing Project tasks.

### 5.2.5 City Functional Leads

Makes business process change decisions under time sensitive conditions.

Communicates existing business processes and procedures to Tyler consultants.

Assists in identifying business process changes that may require escalation.

Attends and contributes business process expertise for current/future state analysis sessions.

Identifies and includes additional subject matter experts to participate in Current/Future State Analysis sessions.

Provides business process change support during Power User and End User training.

Completes performance tracking review with client project team on End User competency on trained topics.

Provides Power and End Users with dedicated time to complete required homework tasks.

Act as an ambassador/champion of change for the new process.

Identifies and communicates any additional training needs or scheduling conflicts to City project manager.

Prepares and Validates Forms.

Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:

- Task completion
- Stakeholder Presentation
- Implementation Management Plan development
- Schedule development
- Maintenance and monitoring of risk register
- Escalation of issues
- Communication with Tyler project team
- Coordination of City resources
- Attendance at scheduled sessions
- Change Management activities
- Modification specification, demonstrations, testing and approval assistance
- Conversion Analysis and Verification Assistance
- Decentralized End User Training
- Process Testing
- User Acceptance Testing

### 5.2.6 City Power Users

Participate in Project activities as required by the project team and project manager(s).  
 Provide subject matter expertise on City business processes and requirements.  
 Act as subject matter experts and attend current/future state and validation sessions as needed.  
 Attend all scheduled training sessions.  
 Participate in all required post-training processes as needed throughout Project.  
 Participate in Conversion Validation.  
 Test all Application configuration to ensure it satisfies business process requirements.  
 Become Application experts.  
 Participate in User Acceptance Testing.  
 Adopt and support changed procedures.  
 Complete all Deliverables by the due dates defined in the Project Plan.  
 Demonstrate competency with Tyler products processing prior to Production Cutover.  
 Provide knowledge transfer to City staff during and after implementation.

### 5.2.7 City End Users

Attend all scheduled training sessions.  
 Become proficient in Application functions related to job duties.  
 Adopt and utilize changed procedures.  
 Complete all Deliverables by the due dates defined in the Project Plan.  
 Utilize software to perform job functions at and beyond Production Cutover.

### 5.2.8 City Technical Support

Coordinates updates and releases with Tyler as needed.  
 Coordinates the copying of source databases to training/testing databases as needed for training days.  
 Extracts and transmits conversion data and control reports from City's Legacy System per the conversion schedule set forth in the Project Plan.

- Coordinates and adds new users and printers and other Peripherals as needed.
- Validates all users understand log-on process and have necessary permission for all training sessions.
- Coordinates Interface development for City third party Data Exchanges.
- Develops or assists in creating Reports as needed.
- Ensures onsite system hardware meets specifications provided by Tyler.
- Assists with software Installation as needed.

### 5.2.9 City Upgrade Coordinator

- Becomes familiar with the Software Upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler Community to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City's Software Upgrade process.
- Assists with the Software Upgrade process during implementation.
- Manages Software Upgrade activities post-implementation.
- Manages Software Upgrade plan activities.
- Coordinates Software Upgrade plan activities with City and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder sign-offs to upgrade production environment.

### 5.2.10 City Project Toolset Coordinator

- Ensures users have appropriate access to Tyler project toolsets such as Tyler University, Tyler Community, Tyler Product Knowledgebase, SharePoint, etc.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

### 5.2.11 City Change Management Lead

- Validates users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

## 6 EnerGov Business Scope

### 6.1 Transactions and Automation

- Unique Business Transactions in Scope = up to 10 Transactions
- Template Business Transactions in Scope = up to 10 Transactions
- Geo-Rules within Scope = up to 10 Geo-Rules
- Intelligent Objects and IAA's within Scope = up to 10 IO/IAA
- Custom Reports/Output documents within scope = up to 11 reports
- Integrations within scope = 0 - No integrations within Scope (agency to leverage EnerGov SDK/API)
- Data Conversion Sources within scope = 1 data source

### 6.2 “Unique Business Transaction” is defined by:

- Unique workflow or business process steps & actions (including output actions)
- Unique Fee assessment / configuration definition
- Unique Custom fields/forms definition

Uniqueness of any of these mentioned parameters regulates the need for a unique business case transaction design document and configuration event.

### 6.3 “Template Transaction” is defined by:

- A pre-defined and pre-configured EnerGov best management business process.
- The following modifications to Template Transactions are considered within scope (quantified above in “Transactions and Automation” section):
  - Changes to the required inspections
  - Changes to the required review departments
  - Adding no more than 2 additional actions to the workflow
  - Changes to the custom field layout that are required for fee calculations

### 6.4 “Geo-Rule” is defined by:

- An automation event that is triggered by a condition configured around the source ESRI geodatabase. Current geo-rule events are:

<ul style="list-style-type: none"> <li>● <b>Alert</b></li> </ul>	<ul style="list-style-type: none"> <li>● Displays a pop-up with a custom message to the user, notifying them of certain spatial data (i.e. noise abatement zones; flood zones; etc.).</li> </ul>
<ul style="list-style-type: none"> <li>● <b>Block</b></li> </ul>	<ul style="list-style-type: none"> <li>● Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.)</li> </ul>
<ul style="list-style-type: none"> <li>● <b>Block</b></li> </ul>	<ul style="list-style-type: none"> <li>● Places a block on the case and prevents any progress or updates from</li> </ul>

**with Override** occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.) However, the block can be overridden by end-users who have been given the proper securities.

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• <b>Fee Date</b></li> </ul>        | <ul style="list-style-type: none"> <li>• Populates the CPI vesting date on the record if vesting maps are used by the jurisdiction.</li> </ul>  |
| <ul style="list-style-type: none"> <li>• <b>Filed Mapping</b></li> </ul>   | <ul style="list-style-type: none"> <li>• A custom field or any field inherent in the EnerGov application can automatically populate with information based on spatial data.</li> </ul>  |
| <ul style="list-style-type: none"> <li>• <b>Required Action</b></li> </ul> | <ul style="list-style-type: none"> <li>• A workflow action can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the action based on certain spatial data related to the case.</li> </ul> |
| <ul style="list-style-type: none"> <li>• <b>Required Step</b></li> </ul>   | <ul style="list-style-type: none"> <li>• A workflow step can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the step based on certain spatial data related to the case.</li> </ul>     |
| <ul style="list-style-type: none"> <li>• <b>Zone Mapping</b></li> </ul>    | <ul style="list-style-type: none"> <li>• The zone(s) automatically populate on the “Zones” tab of the record (i.e. plan, permit, code case, etc.).</li> </ul>   |

## 6.5 “Intelligent Object (IO)” is defined by:

- Key components for automatically and reactively triggering geo-rules, computing fees, and generating emails, alerts and other notifications.

## 6.6 “Intelligent Automation Agent (IAA)” is defined by:

- A tool designed to automate task in a proactive manner by setting values and generating emails and other tasks. On a nightly basis, a Windows service sweeps the EnerGov system looking for IAA conditions that have been met, and the associated actions are then performed. The IAA does not generate alerts or errors.

## 6.7 “EnerGov SDK API (Toolkits)” are defined by:

- API’s developed by Tyler Technologies for the purpose of extending the EnerGov Framework and functionality to external agencies and systems. Full documentation is available for each toolkit upon request.

**Note:** The EnerGov toolkits and related documentation are simply tools that allow clients to create applications and integrations. The purchase of a toolkit does not imply any development related services from Tyler Technologies. The client is responsible for working with their IT staff and VAR’s

to develop any necessary applications and integrations except as otherwise noted in the Investment Summary for any “in-scope” integrations.

## 7 Munis Conversion Summary

### 7.1 Accounting COA

Chart of Accounts segments, objects, character codes, project codes (if applicable), organization codes (if applicable), control accounts budget rollups, fund attributes, due to/due from accounts  
Requires the use of a Tyler provided spreadsheet for design and entry of the data to be converted

### 7.2 Accounting - Actuals

Summary account balances  
Up to 3 years

### 7.3 Accounting - Budgets

Original budget, budget adjustments, revised budget summaries for accounts  
Up to 3 years

### 7.4 Accounts Payable Master

Vendor Master file including names, addresses, SSN/FID, contacts, phone numbers  
Multiple remittance addresses  
Year-to-date 1099 amounts

### 7.5 Accounts Payable - Checks

Check header data including vendor, warrant, check number, check date, overall check amount, GL cash account and clearing information  
Check detail data including related document and invoice numbers for each check

### 7.6 Accounts Payable - Invoices

Invoice header data containing general information for the invoice  
Invoice detail data containing line-specific information for the invoice

### 7.7 Capital Assets Master

Asset description, status, acquisition quantity, date and amount, codes for asset class, subclass, department, custodian, flags for capitalization and depreciation, estimated life, serial number, model, model year, depreciation method, life-to-date depreciation amount, last depreciation date, disposal information (if any), purchase information, if any (vendor, PO, Invoice)

### 7.8 Capital Assets - History

Transaction history data for acquisitions, disposals, transfers, etc.

## 7.9 Payroll

Payroll Employee Master data including data such as name, address, SSN, legacy employee ID, date of birth, hire date, activity status (such as active/inactive), leave/termination code and date, phone(s), e-address, marital status, gender, race, personnel status (such as full-time, part-time, etc.), highest degree, advice-delivery (print/email/both) and check location, plus primary group, job, location, and account information. Eden custom fields and user defined formulas are typically handled in the migration – project team will address any inconsistencies.

### 7.10 Payroll – Accrual Balances

Employee Accrual Balances including Vacation, Holiday, and other Leave balances  
Start of year balance, current balance, earned to date, used to date

### 7.11 Payroll - Deductions

Employee Deductions - including employee ID, deduction codes, tax information, insurance information, and direct deposit information

### 7.12 Payroll – Accumulators

YTD, QTD, MTD amounts for employee pay and deductions  
Needed for mid-calendar-year go-live  
May not be needed if converting earnings/deductions history

### 7.13 Payroll – Check History

Up to 5 years, additional years must be quoted. We convert amounts for earnings and deductions in employee check history, check number and date.

### 7.14 Payroll – Earning/Deduction Hist.

Up to 5 years, additional years must be quoted. Earning and deduction history broken down by individual codes (earnings and deduction) and amounts per pay period, the detail of these lines, sums the check history in opt 4.

### 7.15 Payroll – Recruiting

Application requisition applicant master data, plus applicant references, certifications, education, skills, tests, work history, and interviews

### 7.16 Payroll – PM Action History

A variety of Personnel actions, such as job or salary changes and dates these events occurred.

## 7.17 Payroll – Position Control

Position, description, status, job code, bargaining group, location, number of employees allowed for each, FTE percentage, GL account, and max/min grade and step, alternate rates, premium rates

## 7.18 Payroll – State Retirement Tables

Specific state-required data, plus related service years information, when appropriate  
Needed for some states

## 7.19 Payroll – Certifications

Certification area and certification type codes, certification number and effective date, expiration date, and required-by date, codes for certification level and subjects

## 7.20 Payroll – Education

Codes, for institution, type of degree, and area(s) of study

## 7.21 Project Grant Accounting

Segments, account strings and fund string allocation table  
Requires the use of a Tyler provided (Chart of Accounts) spreadsheet for design and entry of the data to be converted

## 7.22 Project Grant Accounting - Actuals

Summary project ledger string balances  
Up to 3 years

## 7.23 Project Grant Accounting – Budget

Original project ledger budget amounts  
Up to 3 years

## 7.24 Purchase Orders

Open purchase orders header data including vendor, buyer, date, accounting information, etc.  
Open purchase orders detail data including line item descriptions, quantities, amounts, etc.

## 7.25 Utility Billing

Account Master data including previous and current customer owner information- address info, phone, fax, SSN number, FID number, account status, parcel number, location street, apartment, city, state, zip, book number, read sequence, account start and end date, EFT bank information, budget billing, notes on account. Eden custom fields and user defined formulas are typically handled in the migration – project team will address any inconsistencies.

## 7.26 Utility Billing –Assessments

Assessments are improvement costs that are spread across to property owner  
Utility Billing conversion option 4 (balance forward AR) must also be purchased in order to convert assessments

## 7.27 Utility Billing –Backflow

Account information, backflow device information, backflow type, and backflow violations

## 7.28 Utility Billing –Balance Forward AR

Total balance due on the account, or by charge code  
If late penalties will be applied in Munis after the conversion, balance forward amounts must be converted by charge code

## 7.29 Utility Billing –Service Orders

Service Orders data associated with accounts, including meter repairs, checks for leaky meter, reread a meter due to high reading, meter exchanges

## 7.30 Utility Billing –Services

Service data for each account including service codes, status, type, factor, condo units, bill cycle codes, budget information, winter usage, meter readings( current and previous), meter usage (current and previous), sales tax information

## 7.31 Utility Billing –Consumption History

History of meter readings, usage, read dates, usage days, bill amounts, bill dates, read codes

## 7.32 Utility Billing –Budget Billing

Budget billing information associated with accounts, including notes – but excluding meter exchanges.

## 8 EnerGov Conversion Summary

### 8.1 Licensing & Regulatory Management

Includes the following modules: Cashier (Invoice & Payment/Reversal transactions), Contacts (Name & Address), Business (Name and Address), Business License, Tax Remittance, Professional License with Certifications and the respective Inspection records. NOTE: This does not cover attachments. Business License includes Business, License Type, Classification, Status, Description, Year, District, Issued By, Date, Parcel, Address, Contacts, Notes, Fees, Activities and Additional Info. Tax Remittance includes Business, Type, Status, Description, District, Date, Parcel, Address, Contacts, Notes, Invoices, Additional Info and Payments. Professional License includes Contact with Certifications, License Type, Classification, Status, Description, District, Issued By, Dates, Parcel, Addresses, Contact, Notes, Fees and Additional Info.

### 8.2 Permitting & Land Management

Includes the following modules: Cashier (Invoice & Payment/Reversal transactions), Contacts (Name & Address), Permit, Plan, Projects, Notes and the respective Inspection records. Permit includes Permit type, Work Class, Status, District, Square Feet, Valuation, Description, Dates, Parcel, Addresses, Zones, Contacts, Notes, Activities, Fees, and Additional Information (Custom Fields). Plan includes Plan Type, Work class, Status, Description, District, Assigned To, Square Feet, Valuation, Dates, Parcels, Address, Zones, Contacts, Notes, Activities, Fees, Holds and Additional Info. Projects includes Project Type, Name, Status, District, Description, Date, Parcel, Address, Contacts, Notes, Fees, Holds and Additional Information. Inspections include Inspection Type, Status, Dates, Checklist, Address, Notes, Inspectors, Parcel, Contacts, Fees and Additional Information.

## 9 Glossary

Word or Term	Definition
<b>Application</b>	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
<b>Change Control</b>	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
<b>Change Management</b>	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
<b>Change Request</b>	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
<b>Consumables</b>	Items that are used on a recurring basis, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
<b>Control Point</b>	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client acknowledges the agreed upon Deliverables of the Stage have been met or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
<b>Cutover</b>	The point when a client begins using Tyler software in production.
<b>Data Exchange</b>	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
<b>Data Mapping</b>	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
<b>Deliverable</b>	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) or vendor at a specific time.
<b>End User</b>	The person for whom the software is designed to use on a day-to-day basis.
<b>Forms</b>	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
<b>Imports and Exports</b>	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
<b>Interface</b>	A real-time or automated exchange of data between two systems.

<b>Install</b>	References the initial installation of software files on client services and preparing the software for use during configuration. The version currently available for general release will always be used during the initial install.
<b>Legacy System</b>	The system from which a client is converting.
<b>Modification</b>	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
<b>Peripherals</b>	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
<b>Phase</b>	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler project manager and Tyler project team or different individuals assigned.
<b>Power User</b>	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
<b>Project</b>	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
<b>Project Plan</b>	The Project Plan serves as the master blueprint for the Project. As developed, the Project schedule will become a part of the Project Plan and outline specific details regarding tasks included in the Project Plan.
<b>Project Planning Meeting</b>	Occurs during the Plan & Initiate Stage to coordinate with the Client project manager to discuss Scope, information needed for project scheduling and resources.
<b>Questionnaire</b>	A document containing a list of questions to be answered by the client for the purpose of gathering information needed by Tyler to complete the implementation.
<b>RACI</b>	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
<b>Reports</b>	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
<b>Scope</b>	Products and services that are included in the Agreement.

<b>Software Upgrade</b>	References the act of updating software files to a newer software release.
<b>Stage</b>	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
<b>Stage Acceptance</b>	Tyler project manager formally requests, in writing, City approval for acceptance of all deliverables for the Stage according to the applicable criteria, and City provides written response whether it approves or denies the acceptance of the deliverables.
<b>Stakeholder Presentation</b>	Representatives of the Tyler implementation team will meet with key client representatives to present high level Project expectations and outline how Tyler and the Client can successfully partner to create an environment for a successful implementation.
<b>Standard</b>	Included in the base software (out of the box) package.
<b>Statement of Work (SOW)</b>	Document which will provide supporting detail to the Agreement defining Project -specific activities and Deliverables Tyler will provide to the client.
<b>Test Plan</b>	Describes the testing process. Includes “Test Cases” to guide the users through the testing process. Test cases are meant to be a baseline for core processes; the client is expected to supplement with client specific scenarios and processes.
<b>Validation (or to validate)</b>	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
<b>Work Breakdown Structure (WBS)</b>	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.



## Exhibit F Disaster Recovery Terms

WHEREAS, Client desires to enroll in Tyler’s Disaster Recovery Service for the Tyler Software licensed by Client from Tyler, subject to these Disaster Recovery terms; and

THEREFORE, Tyler and Client agree as follows:

1. Definitions:

Disaster. An unplanned event that is not within the reasonable control of the Client which results in the failure of the Tyler Software Products licensed by Client to perform Critical Processes. A Disaster is *not* a hardware or network failure that would have been avoided with reasonable diligence and maintenance in accord with the industry standard, a failure otherwise covered by an in-force Agreement Client has with Tyler (e.g., Tyler Annual Maintenance Agreement (“Support Agreement”), Technical Services Agreement, or Tyler Systems Management (“TSM”) Agreement, or a failure that can be remedied in less than sixteen (16) business hours.

Disaster Recovery Plan. Defined at #2 of Exhibit 1 to this Disaster Recovery Agreement.

Critical Processes. Mutually defined in the Disaster Recovery Plan.

Critical Users. Mutually defined in the Disaster Recovery Plan.

Recovery Point Objective (“RPO”). Amount of time since last successful data transfer. With successful nightly transfer of data, RPO would be no more than twenty-four (24) hours.

Recovery Time Objective (“RTO”). Twenty-four (24) business hours after receipt Disaster declaration for Client data not exceeding one (1) terabyte in size, for Critical Users using Critical Processes. RTO for Client data one (1) terabyte in size or greater shall be mutually agreed, specified and incorporated into the Disaster Recovery Plan.

Holiday. New Year's Day (January 1), Memorial Day (observed), Independence Day (July 4), Labor Day (observed), Thanksgiving Day, Day after Thanksgiving Day, Christmas Day (December 25).

Business Days. Monday through Friday, excluding Holidays.

Business Hours. 8 AM – 6 PM (EST) on Business Days.

Force Majeure. An event beyond the reasonable control of a party, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party.

2. Term. The initial term shall commence on receipt by Tyler of Client’s data and shall terminate one (1) year thereafter (“Initial Term”). Disaster Recovery services shall renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. In the event the Support Agreement is terminated, Disaster Recovery services shall coetaneously terminate.

3. Disaster Recovery Services. Tyler shall provide the Disaster Recovery services (“DR Services”) as described herein, including any Exhibits and associated appendices. All DR Services shall be provided remotely. In the event the Disaster results in damage to Client’s server(s) and a re-installation of the Tyler Software Products licensed by Client is required as a result of such damage, Tyler shall re-install the Tyler Software Products free of charge if Client is enrolled in Tyler’s TSM service (ERP, Munis, TCM) or Technical Services Support



(Incode, Eden, TCM). Otherwise, such re-installation shall be obtained from Tyler at Tyler's then-current installation services rates. Tyler Disaster Recovery staff will contact Client within twelve (12) business hours of any such reinstallation for reinstallation of Disaster Recovery Software.

4. Client Requirements. In order for Tyler to provide DR Services, Client shall:
  - a) Provide high speed internet access, including upload bandwidth sufficient for complete nightly data transfers to comply with applicable RPO
  - b) Comply with then-current minimum hardware and network requirements as specified on Tyler's support website
  - c) Maintain security and access privileges for Tyler to receive data transfer and reasonably perform activities reasonably necessary for Tyler to provide DR Services
  - d) Permit installation of software required for provision of DR Services in accord with these terms as reasonably determined by Tyler
  - e) Reasonably notify Tyler in advance of any changes in Client's network that impacts Tyler's ability to deliver DR Services
5. Disaster by calling Tyler at (207) 781-2260 or (800) 772-2260 and clearly stating that CLIENT IS DECLARING A DISASTER.
6. Disaster Recovery. Client's Critical Processes will be accessible by Critical Users in accord with the applicable RTO.
7. Data. Data Transfer shall be handled in accord with Exhibit 1 hereto.
8. Release Life Cycle. Tyler shall support prior releases of the Tyler Software Products in accordance with Tyler's Release Life Cycle Policy.
9. Payment & Price

In consideration of the Services provided by Tyler herein, Client shall pay Tyler as indicated in Exhibit B of the Agreement. Thereafter, the annual fee will be invoiced and paid prior to the commencement of the renewal term.
10. Exclusions.
  - a) Tyler's Disaster Recovery Service shall not be used to replace required on-site backups of Client data for Tyler Software Products licensed by Client.
  - b) The fee paid for Disaster Recovery service does not include, and Client is responsible for the costs associated with:
    - i. Hardware and/or software necessary to remotely access Tyler's data center, and any and all on-site services. Client may request and purchase on-site services at Tyler's then-current rates.
    - ii. In the event Client requests Tyler to hand-deliver or courier the critical processes output (such as payroll checks), the cost of such special delivery shall be borne by Client and payable thirty (30) days from receipt of invoice.
11. License Terms. Client's use of the Tyler Software included in the Disaster Recovery Service remains subject to limitations on Client's use in the License and Services Agreement by which Client licenses such Tyler Software from Tyler, including disclaimer of implied warranties.

## Exhibit 1

In addition to those services described elsewhere in this exhibit, DR Services are described in the following sections.

## 1 Data Transfer

The electronic transfer solution provides nightly (between the hours of 8 PM and 6 AM) transfer and archiving of Client's Tyler data and is subject to the following conditions:

- Initial data transfer may require portable disk.
- Data transferred shall include only items essential to provision of service.
- Applications included in the Disaster Recovery service are listed in Appendix A to this Exhibit 1. Such description shall also indicate database and file detail required for provision of DR Services. Tyler Software Products not listed in Appendix A and any non-Tyler Software Product shall not be included in data transfer or the Disaster Recovery Service.
- Only production databases are backed up.
- Data from the last seven (7) successful data transfers are retained by Tyler.
- Total data storage is limited to 200 gigabytes ("GB"). Storage limit may be increased in 200 GB increments by mutual agreement and at additional cost.
- Data transferred to Tyler as part of Disaster Recovery Service is not available for Client's data retrieval or restoration not associated with the Disaster Recovery Service provided by Tyler. Tyler may provide data transferred by Client on an exception basis, upon request.
- Tyler is not responsible for the integrity of the data provided by Client to Tyler. Tyler will use the most current viable data to restore Client's critical processes.
- Tyler may use select information from the Client database for research and analysis purposes.
- To the extent the database contains confidential information, Tyler shall keep confidential such information in accordance with the confidentiality provisions of the Agreement(s) by which Client licenses the Tyler Software Products from Tyler.
- Tyler Disaster Recovery staff will monitor status of data transfers on Business Days.
- In the event of two (2) consecutive data transfer failures, Tyler will timely provide notice to Client in order to commence troubleshooting.
- Tyler shall have no liability for failure of data transfers not solely caused by Tyler.
- Tyler will provide transfer report related to Client data transfer upon request.
- Client shall provide to Tyler any required encryption key (or other comparable device), including the right to back-up such key (or device), required to access the transferred data.

## 2 Disaster Recovery Plan

The Disaster Recovery Plan is a mutually drafted document which details, in addition to the services described above in this exhibit, the DR Services Tyler shall provide to Client. The parties' responsibilities with respect to the Disaster Recovery Plan are further defined below.

Tyler's Responsibilities:

- Coordinate activities associated with transfer of data to Tyler's data center.
- Document Disaster Recovery strategy for critical processes.
- Review the Disaster Recovery Plan with Client.
- Provide reasonable guidance for Disaster Recovery policies and procedures.

- Identify modules, databases, applications, and files required for Disaster Recovery service.

#### Client's Responsibilities:

- Provide remote access to Client's Tyler database server for analysis and configuration of data transfer.
- Provide network support if required to enable transfer of data from Client's server to the Tyler data center.
- Provide PCs and high-speed modems for access from Client's alternate processing location, if required.
- Provide technical resources to configure remote access PCs, including Tyler supplied application software, if reasonably required to receive Disaster Recovery services pursuant to this exhibit.
- Provide a chain of command document for communication during a disaster.
- Maintain the Disaster Recovery Plan and integrate the Disaster Recovery Plan made with Tyler with Client's comprehensive disaster recovery plan.

#### Shared Responsibilities:

- Identify critical users for DR Services.
- Identify critical processes for DR services.
- Identify RTO.
- Draft initial Disaster Recovery Plan within ninety (90) days of commencement of Initial Term.
- Define recovery processes for post Disaster operations (mandatory for Odyssey CM clients, optional for all others).

### 3 DR Services during Disaster

- A. Upon declaration of a Disaster, Tyler shall provide DR Services from one of its hosting facilities for the duration of the Disaster, not to exceed thirty (30) consecutive Business Days. Use of Tyler's data center in excess of such period shall require the parties to execute a change order detailing the duration of the extension and the additional cost associated therewith.
- B. Hosting Services During a Disaster.
  - i. Hosting Services during a Disaster will be provided in accord with Tyler's then-current standard availability guarantees from its Service Level Agreement for SaaS clients. Any credits issued to Client will be based on the total Disaster Recover fee paid for the then-current term.
  - ii. Tyler will use best efforts to include interfaces for Tyler Software Products covered as part of these DR services.
  - iii. Hosting Services shall not include interfaces or interconnects with 3<sup>rd</sup> Party Products unless specifically agreed in the Disaster Recovery Plan.
- C. Processing Assistance During a Disaster includes, as necessary:
  - i. Print Output:
    - a. Payroll Checks
    - b. Retirement Checks
    - c. Accounts Payable Checks.
  - ii. In the event print output is required to be sent non-electronically, Client shall bear the cost of shipment.
  - iii. Transfer of Automated Clearing House ("ACH") Files to bank on Client's behalf. Transfer may require pre-notification by Client to bank.
- D. Clients receiving DR Services during a Disaster receive priority access to Tyler application support.

#### **4 Annual Disaster Recovery Test**

The parties may review and test the Disaster Recovery service.

- Scheduled by parties at least thirty (30) days in advance
- Client must provide a list of users who will partake in the test,
- Test shall not exceed 2 weeks,
- Retest within same year available if initial test not agreed by both parties to be successful

#### **5 Estimated Schedule**

The services provided pursuant to this exhibit will be performed consistent with the estimated schedule mutually agreed to by Tyler and Client. Tyler and Client agree to promptly perform their respective responsibilities according to such schedule.

#### **6 Tyler's Other Responsibilities**

Project management services are provided as part of the Disaster Recovery service. Tyler will designate a Project Manager who will be Tyler's contact for all communications with Client and will have the authority to act on Tyler's behalf in matters regarding this Statement of Work. Tyler's project manager will perform the following tasks:

- Review Statement of Work with Client's project manager.
- Review current project status.
- Recommend changes or additions to the project as appropriate.
- Administer the change control procedure.
- Review and evaluate the progress of the project with Client's project manager to resolve any necessary changes.

#### **7 Client's Other Responsibilities**

Tyler's performance is predicated upon the following responsibilities being fulfilled by Client:

Prior to the start of the Statement of Work, Client will designate, in writing, a person who will be Client's Project Manager who will be Client's contact for all communications with Tyler and who has the authority to act on behalf of Client in all aspects of the Statement of Work. The Project Manager will perform the following activities:

- Interface between Tyler's Project Manager and Client's organization.
- Administer project change control with Tyler's project manager.
- Arrange reasonable access to Client's data for project personnel, as reasonably required.
- Conduct any communication through Tyler's Project Manager.
- Help resolve and escalate project issues within Client's organization as required.
- Obtain and provide project requirements, data, decisions and approvals within five (5) business days of request. If such requirements, data, decisions or approvals are delayed beyond the time specified, Client agrees to relieve Tyler of its responsibility for the affected Service until Client performs that obligation.
- Accept responsibility for the data files, selection and implementation of controls for Client's location, and security of the stored data.

Client acknowledge that it is Client's responsibility to identify and make the interpretation of any applicable federal, state and local laws, regulations and statutes.

## **8 Project Change Control Procedure**

When Tyler and Client agree to a change in the Disaster Recovery Plan, Tyler will prepare a written description of the agreed change which both Tyler and Client must sign. The Change Order will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms. When charges are necessary in order for Tyler to analyze a change, Tyler will give Client a written estimate and begin the analysis only after Client's written authorization.

## Appendix A

[To be completed after Agreement execution.]

Defined User Maximum. The maximum number of named Client users available to use DR Services is \_\_\_\_\_.

Covered Applications.

[Insert list of covered applications, including database and file detail]

Product Specific Conditions.

[Insert product specific conditions]



**Exhibit G**  
**Agreement For**  
**Tyler Systems Management (“TSM”)**

Invoice to: City of Wilsonville (“CUSTOMER”)

Contact:

Address: 29799 SE Town Center Loop E, Wilsonville, OR 97070

Telephone: (503) 570-1575

CUSTOMER agrees to purchase, and Tyler Technologies, Inc. (“TYLER”) agrees to provide, the services listed below in accordance with the following terms and conditions.

**I. Term of Agreement:**

This Tyler Systems Management Agreement (herein “TSM Agreement”) is effective as of the Available Download Date of the License and Services Agreement (“Agreement”) between TYLER and the CUSTOMER and shall remain in force for an initial one (1) year term. Upon expiration of that initial term, the TSM Agreement will automatically renew for additional one year terms, at Tyler’s then-current rates, unless terminated by either party at least thirty (30) days’ in advance of the upcoming renewal date.

The headings used in the TSM Agreement are for reference purposes only and shall not be deemed a part of this TSM Agreement.

**II. Scope of the Agreement:**

Both parties acknowledge that this TSM Agreement covers only the services described below, for the internal business operations of the City of Wilsonville

**III. Payment:**

1. As set forth in the Invoicing and Payment Policy (Exhibit B to the Agreement), CUSTOMER agrees to pay TYLER the year one fee for the services described below. This payment is due and payable as indicated in Exhibit B. Thereafter, payments for any renewal period will be due annually in advance. Payment terms are net forty-five (45) days from invoice date.
2. Additional Charges. Any systems management services and/or related materials performed or supplied by TYLER for CUSTOMER that are not in-scope, as defined herein, will be invoiced to CUSTOMER on a time and materials basis at TYLER’S then-current rates

**IV. Covered System:**

Window Servers that are required to run the Tyler Software applications.



**V. Scope of Services:** TYLER will provide the following services for the benefit of CUSTOMER:

- a. TYLER SYSTEMS MANAGEMENT Service is available during TYLER's then-current business hours. TYLER'S current business hours are set forth at <http://www.tylertech.com/client-support>. CUSTOMER may contact a TSM technician using the contact information set forth at <http://www.tylertech.com/client-support>. Calls will be recorded and answered on a first in first out basis, except on reports that declare CUSTOMER'S system down, in which case CUSTOMER'S call will be moved to the head of the queue
- b. TSM services are restricted to the primary production server(s) that the Tyler Software subject to this TSM Agreement is installed on.
- c. Environments: Database administration services are restricted to three TYLER environments: one live environment, one training environment, and one test environment.
  - (1) In cases where additional databases exist, each additional database will be subject to additional fees, which TYLER will quote to CUSTOMER at TYLER'S then-current rates.
- d. Application Software: In-scope TSM services include two complete sets of the Tyler Software subject to this TSM Agreement: one live set and one test/train set.
- e. Required Foundation Software: TSM services include the support and installation of all foundation software TYLER requires CUSTOMER to procure to utilize one live, one train and one test database. Required foundation software is set forth at <https://check.tylertech.com/>. TYLER does not support, and this TSM Agreement does not include support services for, any third party product that is not required foundation software. TYLER will reasonably cooperate with CUSTOMER in investigating issues within the Tyler Software that may be created by a third party product, but it is CUSTOMER'S responsibility to pursue support on third party products directly from that vendor or its authorized partners.
- f. TYLER will also perform system administrative tasks on the installed operating system and database administrative tasks on the installed database engine software.
- g. TYLER will also provide a remote installation and configuration of a new or upgraded server, at CUSTOMER'S request, once every two (2) years.

**VI. CUSTOMER Responsibilities:**

- a. CUSTOMER shall provide, at no charge to TYLER, full and free access to the programs covered hereunder, including working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide the specified support and maintenance service.
- b. CUSTOMER shall install and maintain for the duration of this TSM Agreement a stable high speed network connection available for remote connections. CUSTOMER shall pay for installation, maintenance and use of such equipment and associated communication line use charges. TYLER, at its option, shall use this remote interface in connection with error correction.

## VI. General

- a. **Non-Assignability:** CUSTOMER shall not have the right to assign or transfer its rights hereunder to any party.
- b. **Excused Non-Performance:** TYLER shall not be responsible for delays in servicing the products covered by this TSM Agreement caused by strikes, lockouts, riots, epidemic, war, government regulations, fire, power failure, acts of God, or other causes beyond its control.
- c. **Limitation of Liability:** TYLER'S liability hereunder shall not exceed CUSTOMER'S actual, direct damages, not to exceed the TSM services fees paid for the year in which CUSTOMER'S claim accrues. CUSTOMER SHALL NOT, IN ANY EVENT, BE ENTITLED TO, AND TYLER SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF TYLER TECHNOLOGIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IRRESPECTIVE OF THE NATURE OF CUSTOMER'S CLAIM.
- d. **Governing Law:** This TSM Agreement shall be governed by, and construed in accordance with, the laws of CUSTOMER's state of domicile. The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision.
- e. **Modification of this Contract:** No modifications or amendment of this TSM Agreement shall be effective unless set forth in writing and signed by both CUSTOMER and TYLER.
- f. **Suspension:** Support and services will be suspended whenever CUSTOMER's account is thirty (30) days overdue. Support and services will be reinstated when CUSTOMER's account is made current by paying all past due fees.
- g. **Reservation of Rights:** TYLER reserves all right, title and interest, including but not limited to intellectual property rights, in and to the Tyler Software, the TSM services, and any services or deliverables related thereto, except as expressly set forth in this TSM Agreement.



## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> July 15, 2019	<b>Subject: Resolution No. 2762</b> A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Contract With L. Yeo Consulting LLC For ERP Project Management Services.  <b>Staff Member:</b> Andy Stone, IT Director  <b>Department:</b> Information Technology	
<b>Action Required</b>	<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable  <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Staff recommends that Council adopt the Consent Agenda.		
<b>Recommended Language for Motion:</b> I move to approve the Consent Agenda.		
<b>Project / Issue Relates To:</b>		
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input type="checkbox"/> Not Applicable

### ISSUE BEFORE COUNCIL:

Consider contract between L. Yeo Consulting LLC and the City for the ERP Project Management.

### Resolution No. 2762 Staff Report

Page 1 of 3

## **EXECUTIVE SUMMARY:**

The City is upgrading its Enterprise Resource Planning (ERP) software from Tyler's Eden to Munis and EnerGov. During the needs and solutions assessment conducted in 2017, it was recommended that the City utilize a dedicated Project Manager to ensure a successful implementation of an ERP. Some cities have used current staff or hired additional staff to serve as Project Manager, while others hired an outside company to handle the task for a limited term.

Analyzing the amount of work involved, current staffing capacity, and work levels during the expected implementation time frame, the City made the decision to follow the guidance of other jurisdictions and retain outside assistance in the rollout of the new software.

A formal Request for Proposal (RFP) for Project Management for ERP Project was issued on May 1, 2019. The RFP was open for one month, closing on May 31. The City received three proposals. The City was very pleased with the quality of the proposals. Each company that submitted a proposal had significant experience with ERP implementations of varying sizes. Their approaches to the project were also analyzed and taken into consideration.

The RFP was designed to allow the proposers to describe how they would approach the City's ERP project. Implementation projects vary greatly from entity to entity which makes it difficult to estimate how much time a Project Manager will be involved in a rollout. An average of 20 hours a week over the life of the project was used to help determine an apples to apples cost comparison of the companies that offered proposals. In addition to looking at experience, approach and hourly rates, the RFP asked for creative options on ways to help reduce the overall cost of the engagement.

The ERP steering committee, made up of City staff, reviewed the proposals and scored each. The steering committee had an in-depth discussion and ultimately the decision was made to select L. Yeo Consulting LLC. Lisa Yeo, Principal of L. Yeo Consulting, has had a distinguished IT career prior to starting L. Yeo Consulting in 2014. Over her career, she has been the Director of IT Systems at Portland State University, CIO for Multnomah County and Deputy CIO for the Oregon Department of Revenue. Among many other projects, L. Yeo Consulting implemented a Financials and a Permitting system for the City of Tualatin and is currently assisting in a Laserfiche roll out.

L. Yeo Consulting's proposal had the best grasp of the City's needs in the ERP implementation. Its team has worked with the City before in several projects including the ERP Needs and Software Solution Assessment and the Payroll Cycle Change project and are familiar with the structure and departments within the City. L. Yeo Consulting's approach to the project included several ways to reduce the overall costs. The City conducted several reference checks for L. Yeo Consulting and responses came back very positive for the staff and their work product.

Last, but not least, LYeo's proposal had the lowest overall cost. In addition to the lowest hourly rates (ranging between \$135 and \$150 depending on task), L. Yeo Consulting also will not charge travel rates since it is based locally. Utilizing the standardization of an average of 20 hours per week for the duration of the project, the contract is to not exceed \$150,000/year for a maximum of three years.

The project manager will be involved from the beginning to the end of the ERP implementation. At the start, L. Yeo Consulting will conduct meetings with both City and Tyler staff. It will assist in putting together a project plan and timeline and throughout the project; it will work with both parties. L. Yeo Consulting will utilize its project management, business analysis and professional technical expertise to guide the project through to completion.

The ERP replacement project is an enormous undertaking and must be successful as it is critical to all City business operations. The RFP for a Project Manager is one of the key steps the City is taking to ensure that the project runs smoothly and achieves the goals set at the beginning. In the same way that the costs for the ERP replacement project were anticipated, so too were the costs for Project Management portion. Costs incurred will be charged back to the same CIP as the ERP replacement project.

**EXPECTED RESULTS:**

N/A

**TIMELINE:**

N/A

**CURRENT YEAR BUDGET IMPACTS:**

The ERP project is included in the FY 19-20 budget and there are sufficient funds to cover the cost of the project management contract with L. Yeo Consulting LLC.

**FINANCIAL REVIEW / COMMENT:**

Reviewed by: CAR Date: 7/8/2019

**LEGAL REVIEW / COMMENT:**

Reviewed by: ARGH Date: 7/5/2019

**COMMUNITY INVOLVEMENT PROCESS:**

N/A

**POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:**

N/A

**ALTERNATIVES:**

N/A

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 2762
  - A. Professional Services Agreement for ERP Project Management

**RESOLUTION NO. 2762**

**A RESOLUTION OF THE CITY OF WILSONVILLE ACTING IN ITS CAPACITY AS THE LOCAL CONTRACT REVIEW BOARD AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH L. YEO CONSULTING LLC FOR ERP PROJECT MANAGEMENT SERVICES.**

WHEREAS, the City has planned and budgeted for a new Enterprise Resource Planning (ERP) software system to replace the current ERP system in place since 2002; and

WHEREAS, the City determined that it would be beneficial to obtain a consultant with ERP implementation experience; and

WHEREAS, the City solicited proposals from qualified consultants through a formal Request for Proposals for ERP Project Management Services that duly followed the State of Oregon Public Contracting Rules and the City of Wilsonville Municipal Code; and

WHEREAS, L. Yeo Consulting LLC was selected as the most responsive and qualified proposer.

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

1. The City of Wilsonville, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a professional services agreement with L. Yeo Consulting LLC. for a Not to Exceed value of \$150,000 per year for no more than 3 years which agreement must be substantially similar to Exhibit A attached hereto and incorporated herein.
2. This Resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 15<sup>th</sup> day of July 2019, and filed with the Wilsonville City Recorder this date.

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Tim Knapp, Mayor

ATTEST:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Akervall

Councilor Lehan

Councilor West

EXHIBIT:

A. Professional Services Agreement for ERP Project Management

## CITY OF WILSONVILLE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) for the Project Management for ERP Project (“Project”) is made and entered into on this \_\_\_\_ day of July 2019 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **L. Yeo Consulting LLC**, an Oregon limited liability company (hereinafter referred to as “Consultant”).

### RECITALS

WHEREAS, the City requires services which Consultant is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Consultant represents that Consultant is qualified to perform the services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Consultant is prepared to provide such services as the City does hereinafter require.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

### AGREEMENT

#### **Section 1. Term**

The term of this Agreement shall be from the Effective Date until all services required to be performed hereunder (“Services”) are completed and accepted, or no later than three years from the Effective Date, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

#### **Section 2. Consultant’s Services**

2.1. Consultant shall diligently perform the project management Services according to the requirements identified in the Scope of Services, attached hereto as **Exhibit A** and incorporated by reference herein, for the Project.

2.2. All written documents, drawings, and plans submitted by Consultant in conjunction with the Services shall bear the signature, stamp, or initials of Consultant’s authorized Project Manager. Any documents submitted by Consultant that do not bear the signature, stamp, or initials of Consultant’s authorized Project Manager, will not be relied upon by the City. Interpretation of plans and answers to questions regarding the Services or Scope of Services given by Consultant’s Project Manager may be verbal or in writing, and may be relied upon by the City, whether given verbally or in writing. If requested by the City to be in writing, Consultant’s Project Manager will provide such written documentation.

2.3. Consultant will not be deemed to be in default by reason of delays in performance due to reasons beyond Consultant's reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or other unavoidable delays or acts of third parties not under Consultant's direction and control ("Force Majeure"). In the case of the happening of any Force Majeure event, the time for completion of the Services will be extended accordingly and proportionately by the City, in writing. Lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

2.4. The existence of this Agreement between the City and Consultant shall not be construed as the City's promise or assurance that Consultant will be retained for future services beyond the Scope of Services described herein.

2.5. Consultant shall maintain the confidentiality of any confidential information that is exempt from disclosure under state or federal law to which Consultant may have access by reason of this Agreement. Consultant warrants that Consultant's employees assigned to work on the Services provided in this Agreement shall be clearly instructed to maintain this confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.

### **Section 3. Compensation**

3.1. Except as otherwise set forth in this **Section 3**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) per year, totaling FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000) for performance of the Services ("Compensation Amount"). Consultant's rates are set forth in **Exhibit A**, attached hereto and incorporated by reference herein. Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant.

3.2. Any additional work beyond the Scope of Services or any compensation above the amount shown in **Subsection 3.1** requires a written Addendum executed in compliance with the provisions of **Section 15**.

3.3. Except for amounts withheld by the City pursuant to this Agreement, Consultant will be paid for Services for which an itemized invoice is received by the City within fifteen (15) days of receipt, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Consultant as promptly as is reasonably possible.

3.4. The City will be responsible for the direct payment of required fees payable to governmental agencies, including but not limited to plan checking, land use, zoning, and all other similar fees resulting from this Project, that are not specifically covered by **Exhibit A**.

3.5. Consultant's Compensation Amount is all inclusive and includes, but is not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and

contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits and similar contributions and benefits, technology and/or software charges, office expenses, travel and mileage expenses inclusive of travel of up to 50 miles, and all other indirect and overhead charges.

#### **Section 4. City's Rights and Responsibilities**

4.1. The City will designate a Project Manager to facilitate day-to-day communication between Consultant and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the Project.

4.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2019-20. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this contract early, as described in **Section 13**.

#### **Section 5. City's Project Manager**

The City's Project Manager is Andy Stone. The City shall give Consultant prompt written notice of any re-designation of its Project Manager.

#### **Section 6. Consultant's Project Manager**

Consultant's Project Manager is Lisa Yeo. In the event that Consultant's designated Project Manager is changed, Consultant shall give the City prompt written notification of such re-designation. Recognizing the need for consistency and knowledge in the administration of the Project, Consultant's Project Manager will not be changed without the written consent of the City, which consent shall not be unreasonably withheld. In the event the City receives any communication from Consultant that is not from Consultant's designated Project Manager, the City may request verification by Consultant's Project Manager, which verification must be promptly furnished.

#### **Section 7. Project Information**

Except for confidential information designated by the City as information not to be shared, Consultant agrees to share Project information with, and to fully cooperate with, those corporations, firms, contractors, public utilities, governmental entities, and persons involved in or associated with the Project. No information, news, or press releases related to the Project, whether made to representatives of newspapers, magazines, or television and radio stations, shall be made without the written authorization of the City's Project Manager.

#### **Section 8. Subcontractors and Assignments**

8.1. Consultant shall not assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Some Services may be performed by persons other than Consultant,

provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting. The City hereby agrees that Consultant will contract with Ron Pettit, a sole proprietor, to provide its \_\_\_\_\_ services, which is a critical part of this Agreement. Consultant acknowledges such work will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Agreement, the City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.

8.2. The City shall have the right to enter into other agreements for the Project, to be coordinated with this Agreement. Consultant shall cooperate with the City and other firms, engineers or subcontractors on the Project so that all portions of the Project may be completed in the least possible time and within normal working hours. Consultant shall furnish other engineers, subcontractors and affected public utilities, whose designs are fitted into Consultant's design, detail drawings giving full information so that conflicts can be avoided.

8.3. Consultant shall include this Agreement by reference in any subcontract and require subcontractors to perform in strict compliance with this Agreement.

## **Section 9. Consultant Is Independent Contractor**

9.1. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 3** of this Agreement. Consultant will be solely responsible for determining the manner and means of accomplishing the end result of Consultant's Services. The City does not have the right to control or interfere with the manner or method of accomplishing said Services. The City, however, will have the right to specify and control the results of Consultant's Services so such Services meet the requirements of the Project.

9.2. Consultant may request that some consulting services be performed on the Project by persons or firms other than Consultant, through a subcontract with Consultant. Consultant acknowledges that if such Services are provided to the City pursuant to a subcontract(s) between Consultant and those who provide such services, Consultant may not utilize any subcontractor(s), or in any way assign its responsibility under this Agreement, without first obtaining the express written consent of the City, which consent may be given or denied in the City's sole discretion. For all Services performed under subcontract to Consultant, as approved by the City, Consultant shall only charge the compensation rates shown in **Exhibit A**. Rate schedules for named or unnamed subcontractors, and Consultant markups of subcontractor billings, will only be recognized by the City if documented and approved, in writing, by the City pursuant to **Section 15** of this Agreement. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

9.3. Consultant shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Consultant shall require that all of Consultant's subcontractors also comply with, and be subject to, the provisions of this **Section 9** and meet the same insurance requirements of Consultant under this Agreement.

## **Section 10. Consultant Responsibilities**

10.1. Consultant must make prompt payment for any claims for labor, materials, or services furnished to Consultant by any person in connection with this Agreement as such claims become due. Consultant shall not permit any liens or claims to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of Consultant. If Consultant fails, neglects, or refuses to make prompt payment of any such claim, the City may, but shall not be obligated to, pay such claim to the subcontractor furnishing the labor, materials, or services and offset the amount of the payment against funds due or to become due to Consultant under this Agreement. The City may also recover any such amounts directly from Consultant.

10.2. Consultant must comply with all applicable Oregon and federal wage and hour laws, including BOLI wage requirements, if applicable. Consultant shall make all required workers compensation and medical care payments on time. Consultant shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses.

10.3. No person shall be discriminated against by Consultant or any subcontractor in the performance of this Agreement on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Agreement, in whole or in part, by the City.

10.4. References to "subcontractor" mean a subcontractor at any tier.

## **Section 11. Indemnity**

11.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Consultant's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Agreement, or from Consultant's failure to perform its responsibilities as set forth in this Agreement. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed,

prepared, or submitted by Consultant shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 11.2**. Consultant shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Consultant. As used herein, the term "Consultant" applies to Consultant and its own agents, employees, and suppliers, and to all of Consultant's subcontractors, including their agents, employees, and suppliers.

11.2. Standard of Care. In the performance of the Services, Consultant agrees to use that degree of care and skill exercised under similar circumstances by reputable members of Consultant's profession practicing in the Portland metropolitan area. Consultant will re-perform any Services not meeting this standard without additional compensation. Consultant's re-performance of any Services, even if done at the City's request, shall not be considered as a limitation or waiver by the City of any other remedies or claims it may have arising out of Consultant's failure to perform in accordance with the applicable standard of care of this Agreement and within the prescribed timeframe.

## **Section 12. Insurance**

12.1. Insurance Requirements. Consultant shall maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Agreement. Such insurance shall cover all risks arising directly or indirectly out of Consultant's activities or work hereunder. Any and all agents, contractors, or subcontractors with which Consultant contracts to work on the Services must have insurance that conforms to the insurance requirements in this Agreement. Additionally, if a subcontractor is an engineer, architect, or other professional, Consultant must require the subcontractor to carry Professional Errors and Omissions insurance and must provide to the City proof of such coverage. The amount of insurance carried is in no way a limitation on Consultant's liability hereunder. The policy or policies maintained by Consultant shall provide at least the following minimum limits and coverages at all times during performance under this Agreement:

12.1.1. Commercial General Liability Insurance. Consultant and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Agreement, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Agreement and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any

one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Agreement.

12.1.2. Professional Errors and Omissions Coverage. Consultant agrees to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the Services hereunder with a limit of no less than **\$2,000,000** per claim. Consultant shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Consultant. Such policy shall have a retroactive date effective before the commencement of any work by Consultant on the Services covered by this Agreement, and coverage will remain in force for a period of at least three (3) years thereafter.

12.1.3. Business Automobile Liability Insurance. If Consultant or any subcontractors will be using a motor vehicle in the performance of the Services herein, Consultant shall provide the City a certificate indicating that Consultant and its subcontractors have business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than **\$2,000,000**.

12.1.4. Workers Compensation Insurance. Consultant, its subcontractors, and all employers providing work, labor, or materials under this Agreement that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than **\$500,000** each accident.

12.1.5. Insurance Carrier Rating. Coverages provided by Consultant and its subcontractors must be underwritten by an insurance company deemed acceptable by the City, with an AM Best Rating of A or better. The City reserves the right to reject all or any insurance carrier(s) with a financial rating that is unacceptable to the City.

12.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverages. Additional Insured coverage under Consultant's Commercial General Liability, Automobile Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: "The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers." An endorsement shall also be provided requiring the insurance carrier to

give the City at least thirty (30) days' written notification of any termination or major modification of the insurance policies required hereunder. Consultant must be an additional insured on the insurance policies obtained by its subcontractors performing work on the Services contemplated under this Agreement.

12.1.7. Certificates of Insurance. As evidence of the insurance coverage required by this Agreement, Consultant shall furnish a Certificate of Insurance to the City. This Agreement shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Consultant agrees that it will not terminate or change its coverage during the term of this Agreement without giving the City at least thirty (30) days' prior advance notice and Consultant will obtain an endorsement from its insurance carrier, in favor of the City, requiring the carrier to notify the City of any termination or change in insurance coverage, as provided above.

12.2. Primary Coverage. The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Consultant shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are "Claims Made" policies, Consultant will be required to maintain such policies in full force and effect throughout any warranty period.

### **Section 13. Early Termination; Default**

13.1. This Agreement may be terminated prior to the expiration of the agreed upon terms:

13.1.1. By mutual written consent of the parties;

13.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Consultant by mail or in person; or

13.1.3. By Consultant, effective upon seven (7) days' prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of Consultant, where such default is not cured within the seven (7) day period by the City. Withholding of disputed payment is not a default by the City.

13.2. If the City terminates this Agreement, in whole or in part, due to default or failure of Consultant to perform Services in accordance with the Agreement, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Consultant shall be liable for all costs and damages incurred by the City as a result of the default by Consultant, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Agreement. This Agreement shall be in full force to the extent not terminated by written notice from the City to Consultant. In the event of a default, the City will provide Consultant with written notice of the default and a period of ten (10) days to cure the default. If Consultant notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole

discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Agreement and seek remedies for the default, as provided above.

13.3. If the City terminates this Agreement for its own convenience not due to any default by Consultant, payment of Consultant shall be prorated to, and include the day of, termination and shall be in full satisfaction of all claims by Consultant against the City under this Agreement.

13.4. Termination under any provision of this section shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. Consultant shall surrender to the City items of work or portions thereof, referred to in **Section 17**, for which Consultant has received payment or the City has made payment.

#### **Section 14. Suspension of Services**

The City may suspend, delay, or interrupt all or any part of the Services for such time as the City deems appropriate for its own convenience by giving written notice thereof to Consultant. An adjustment in the time of performance or method of compensation shall be allowed as a result of such delay or suspension unless the reason for the delay is within Consultant's control. The City shall not be responsible for Services performed by any subcontractors after notice of suspension is given by the City to Consultant. Should the City suspend, delay, or interrupt the Services and the suspension is not within Consultant's control, then the City shall extend the time of completion by the length of the delay.

#### **Section 15. Modification/Addendum**

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 3** of this Agreement, or changes or modifies the Scope of Services or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives rise to any modification of this Agreement, Consultant shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of an Addendum. Consultant's failure to submit such written request for modification in the form of an Addendum shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment, and other costs. If Consultant incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum. To be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

## Section 16. Access to Records

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Consultant as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts during the term of this Agreement and for a period of four (4) years after termination of the Agreement, unless the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Agreement.

## Section 17. Property of the City

17.1. All documents, reports, and research gathered or prepared by Consultant under this Agreement, including but not limited to spreadsheets, charts, graphs, data generation, papers, diaries, shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to the City upon request without additional compensation.

17.2. Consultant shall not be held liable for any damage, loss, increased expenses, or otherwise, caused by or attributed to the reuse by the City or its designees of all work performed by Consultant pursuant to this Agreement without the express written permission of Consultant.

## Section 18. Notices

Any notice required or permitted under this Agreement shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City:                      City of Wilsonville  
    Attn: Andy Stone, IT Director  
    29799 SW Town Center Loop East  
    Wilsonville, OR 97070

To Consultant:            L. Yeo Consulting LLC  
    Attn: Lisa Yeo  
    1414 SE Ramona Street  
    Portland, OR 97202

## Section 19. Miscellaneous Provisions

19.1. Integration. This Agreement, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these documents, the provisions of this Agreement shall control.

19.2. Legal Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Agreement may be enforced by an action at law or in equity.

19.3. No Assignment. Consultant may not assign this Agreement, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

19.4. Adherence to Law. In the performance of this Agreement, Consultant shall adhere to all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum wage requirements. Any certificates, licenses, or permits that Consultant is required by law to obtain or maintain in order to perform the Services described on **Exhibit A**, shall be obtained and maintained throughout the term of this Agreement.

19.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

19.6. Jurisdiction. Venue for any dispute will be in Clackamas County Circuit Court.

19.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Agreement, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

19.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Agreement shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

19.9. Severability. If any provision of this Agreement is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Agreement shall remain in full force and effect, to the greatest extent allowed by law.

19.10. Modification. This Agreement may not be modified except by written instrument executed by Consultant and the City.

19.11. Time of the Essence. Time is expressly made of the essence in the performance of this Agreement.

19.12. Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Agreement, the first day from which the designated period of time begins to run shall not be included.

19.13. Headings. Any 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.

19.14. Number, Gender and Captions. In construing this Agreement, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.

19.15. Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Agreement gives the City “sole discretion” or the City is allowed to make a decision in its “sole judgment.”

19.16. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

19.17. Interpretation. As a further condition of this Agreement, the City and Consultant acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the Agreement, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

19.18. Entire Agreement. This Agreement and all documents attached to this Agreement represent the entire agreement between the parties.

19.19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement but all of which together shall constitute one and the same instrument.

19.20. Authority. Each party signing on behalf of Consultant and the City hereby warrants actual authority to bind their respective party.  
The Consultant and the City hereby agree to all provisions of this Agreement.

**CONSULTANT:**

**CITY:**

L. YEO CONSULTING LLC

CITY OF WILSONVILLE

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

As Its: \_\_\_\_\_

As Its: \_\_\_\_\_

Employer I.D. No. \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Amanda Guile-Hinman, Asst. City Attorney  
City of Wilsonville, Oregon

## EXHIBIT A SCOPE OF WORK

### Overview

The City is retaining Consultant to assist with implementation of City's enterprise resource planning ("ERP") project ("ERP Project"). The City selected software (Munis and EnerGov) from Tyler Technologies, Inc. for its ERP project (referred to as the "Tyler Contract"), which the City is purchasing and which will be implemented for City use. Consultant will be the designated City project manager to manage the Tyler project implementation. Consultant will provide strong project management, business analysis, and professional technical skills to ensure the City's successful migration from the City's current Eden software to Munis financials and EnerGov permitting products.

### Tasks

#### 1. Project Start Up

Consultant will hold no less than two meetings with the City's leaders, project team members, and other key stakeholders to understand the business drivers behind the ERP Project and the City's expected outcomes, as well as to become familiar with project team members and the organizational environment. Consultant will represent the City's priorities and help keep both the City project team and Tyler Technologies' implementors focused on the City's key objectives to deliver results.

##### Steps facilitated by Consultant

- Clarify project scope, budget, timeline, goals and outcomes desired by the City
- Help the City define an effective project governance structure for decision-making, issue resolution, and project communications
- Identify all stakeholders, internal and external to the City, who may be impacted by Munis and EnerGov implementation and their potential role or impact on the ERP Project
- Discuss known project constraints and/or concerns (and other issues/risks)

##### Key Deliverables produced by Consultant

- A concise ERP Project description clarifying key points for all stakeholders – what, why, who, when – used to ensure (via solicited feedback) that there is common understanding and expectation city-wide about the ERP Project
- Proposed governance (decision-making guidelines) for the ERP Project
- A Risk and Issues Register (for continued use throughout the ERP Project)

#### 2. Develop Project Plan and Timeline

Given a solid understanding of the City's needs, goals and priorities for the ERP Project, Consultant will work with the software vendor/implementor(s) to understand their typical methodology for system implementation.

### Services provided by Consultant

Consultant will identify and help fill gaps in Tyler Technologies' methodology which are critical to the City's success to make sure they are addressed in the resulting ERP Project plan. These steps may include:

- Add the City's project tasks and due dates to Tyler's project plan so that the client knows in advance what is due and when.
- Discuss "best practices" for business processes before deciding system configuration settings. Assist in describing and evaluating best practices for the City and prompt Tyler's implementation team by asking the "right" questions.
- Assessing "as is" and "to be" business rules and making recommendations.
- Assist City personnel with their implementation assignments, for example, designing data entry standards and improved coding schemes.
- Document the system configuration decisions made by the City and hold Tyler Technologies accountable to those decisions.
- Draft system test plans for the City (or modify a generic test plan if provided by Tyler) to test City-specific configuration settings and data formats.
- Map old to new business processes to help City staff understand what is changing about their current workflow with the new system.
- Create City-specific training materials (or modify generic training material provided by the vendor). L. Yeo Consulting has developed a quick reference "Cheat Sheet" format that has been popular with other clients.
- Help City staff develop an effective strategy for data extraction from current systems for upload and conversion into the new system.
- Help City staff develop a plan with tasks and timing for cutting over from *current* systems to the new system and ensure that critical steps are not overlooked.

### Deliverables produced by Consultant

- A Project Plan and Timeline integrating the Tyler team's tasks with the implementation tasks to be performed by City personnel and identifying key milestones
- A High-Level Executive Roll-up Schedule for the ERP Project and Tyler Technologies tracking
- A Communications Plan identifying key points for communication to various stakeholder groups including Executives, Managers, Front line staff, customers
- A list of Project Team members

### **3. Execute the Project Plan**

Consultant will provide project management, business analysis, and professional technical expertise during throughout the ERP Project. Consultant will serve as the City project manager (as identified in the Statement of Work of the Tyler Contract) to Tyler Technologies, holding it accountable to its deliverables as well as coordinate the City's project teams to ensure that they are aware of and able to complete their assigned tasks in a timely manner. Consultant will work closely with the City's internal Project Director (as identified in the Statement of Work of the

## EXHIBIT A

Tyler Contract) if so directed, to delegate and assist the City's Project Director with project management and other implementation tasks while focusing consulting time where Consultant's expertise is most needed.

Services delivered by Consultant

- Monitor the ERP Project plan, keep Tyler and City staff accountable to agreed-upon timelines and coordinate schedule, scope and/or budget changes if needed with Project Sponsors. Monitor tasks on the critical path closely in order to deliver the overall ERP Project as scheduled.
- Coordinate the work of the City's project teams, provide reminders of upcoming work and due dates, and ensure that project assignments are completed.
- Assist the City's project teams with their assigned tasks as needed. Provide expert assistance in making system configuration decisions, determining business rules, developing new coding schemes, discussing best practices, facilitating workflow redesign, developing user test plans and training materials, developing data migration and "go live" cutover plans, and troubleshooting problems.
- Perform proactive, ongoing efforts to identify potential risks to project success and assist City decision-makers to mitigate risks and resolve project issues.
- Ensure consistent project communications at all levels City-wide throughout the ERP Project and help draft communications as requested. Provide regular updates to Project Steering Committee and City Executives, as requested, including discussion and resolution of ERP Project issues and risks.

Deliverables produced by Consultant may include:

- Updated ERP Project plans showing work completed and next steps
- ERP Project status reports
- Draft language for project communications to be sent by City personnel
- Risk and Issues Register (continued use)
- Project Team(s) meeting notes of action items and decisions made
- Business process "as is" & "to be" workflow diagrams
- Documentation of system configuration decisions and rationale
- User Acceptance Test Plan including City-specific test cases, and training for City staff in "how to test" if needed
- Training materials including City-specific business process and system use cases
- Data migration plan
- Go Live transition plan
- Draft Change Orders for Tyler Technologies' implementation services contract, if needed.

#### **4. Deliver Project Results**

Consultant will assist City and vendor personnel maintain focus throughout the ERP Project on delivering the desired results defined at Project Start Up. As work on the ERP Project progresses, it is easy to get sidetracked by additional opportunities to make improvements.

Consultant will monitor for and facilitate decisions about which of these opportunities should be included in the initial implementation phase.

**Consulting Rate**

Consultant will bill at the following rate structure for implementation services. Both rates apply to services provided by Consultant Lisa Yeo and Consultant Ron Pettit if engaged in the project and are inclusive of expenses for local travel and materials.

- Project Management services - \$135/hour
- C-Level Advisory and Mentoring services - \$150/hour

Project management includes all services not specifically identified as C-Level services. C-Level services are those requiring expertise at the CEO, COO, CFO and CIO level and include management advisory services regarding business and technology strategy and policy as well as expert project advisory and mentoring services. L. Yeo Consulting will identify C-Level services in advance with the City's Project Director.

The parties anticipate that total consulting hours per week during the ERP Project will average 20 hours per week.

**Time Tracking**

If any given week is projected or exceeds 25 hours, Consultant will notify the City's Project Director. In addition, if hours exceed 20 per week for any three consecutive weeks, Consultant will suggest ways to reduce the number of consulting hours required in upcoming weeks. In either case, it is the responsibility of the City's Project Director to adjust the work assignment of the Consultant to reduce the hours below 20 hours/week or initiate a change order to this agreement to allow more hours.

The consultant will work in all good faith to complete their assigned tasks within the 20-hour target. However, if the conditions described above are met, the Consultant will restrict their work to 20 hours a week until given further written direction by the City's Project Director. This may result in tasks not being completed on schedule.



## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> July 15, 2019		<b>Subject: Resolution No. 2765</b> A Resolution of the City of Wilsonville Authorizing the City Manager to Execute a Construction Contract with Knife River Corporation - Northwest for the Wilsonville Road and Boones Ferry Road Street Maintenance Project (Capital Improvement Projects 4014, 4118, and 4725)	
		<b>Staff Member:</b> Dominique Huffman, P.E., Senior Engineer	
		<b>Department:</b> Community Development	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Staff recommends that Council adopt the Consent Agenda.			
<b>Recommended Language for Motion:</b> I move to approve the Consent Agenda.			
<b>Project / Issue Relates To:</b>			
<input checked="" type="checkbox"/> Council Goals/Priorities: Well-Maintained Infrastructure	<input type="checkbox"/> Adopted Master Plan(s):	<input type="checkbox"/> Not Applicable	

### ISSUE BEFORE COUNCIL:

A Resolution approving the public bid process, accepting the lowest, responsible bidder, and awarding a construction contract to Knife River Corporation - Northwest in the amount of \$2,526,185.50 for the construction of the Wilsonville Road and Boones Ferry Road Street Maintenance project.

**EXECUTIVE SUMMARY:**

The Wilsonville Road and Boones Ferry Road Street Maintenance project will rehabilitate or reconstruct the asphalt driving surface on approximately 1.1 miles of SW Wilsonville Road between Willamette Way West and Kinsman Road and approximately 1.1 miles of SW Boones Ferry Road between Wilsonville Road and Boeckman Road, reconstruct pedestrian curb ramps along the project route, and replace or construct pedestrian signals and applicable vehicle signal detection along Wilsonville Road. The project includes a 3-inch grind and asphalt inlay on SW Wilsonville Road (Willamette Way West to Kinsman Road) and SW Boones Ferry Road (Wilsonville Road to Barber Street), a full depth pavement reclamation on SW Boones Ferry Road (Barber Street to Boeckman Road), 900 linear feet of curb and gutter reconstruction, 5,300 square feet of sidewalk reconstruction, and 3,100 square of sidewalk ramp reconstruction.

The City received three (3) bids by the July 2, 2019 deadline (see Attachment 2) of which Knife River Corporation - Northwest submitted the lowest, responsive bid at \$2,526,185.50.

**EXPECTED RESULTS:**

Rehabilitate or reconstruct the asphalt driving surface on approximately 1.1 miles of SW Wilsonville Road between Willamette Way West and Kinsman Road and approximately 1.1 miles of SW Boones Ferry Road between Wilsonville Road and Boeckman Road, reconstruct pedestrian curb ramps along the project route, and replace or construct pedestrian signals and vehicular signal detection along Wilsonville Road.

**TIMELINE:**

Construction is expected to begin August 2019 with a completion date scheduled for December 31, 2019.

**CURRENT YEAR BUDGET IMPACTS:**

The Street Maintenance portion (Project #4014) is funded through Road Maintenance fees. The approved FY 2018/19 Wilsonville budget includes \$2,130,569.50 for construction for the entirety of the street maintenance work. Street Maintenance portions of the construction contract is estimated at \$2,314,145.10, which is over the budgeted amount by \$183,575.60. The balance was budgeted in the approved FY 2019/20 Wilsonville budget.

The Signal Improvements portion (Project #4118) is funded through the Road Operating Fund. The approved FY 2018/19 Wilsonville budget includes \$166,709.00 for construction for the entirety of the signal improvement work. Signal Improvement portions of the construction contract is estimated at \$184,410.35, which is over the budgeted amount by \$17,701.35. The balance was budgeted in the approved FY 2019/20 Wilsonville budget.

The Crosswalk Flasher Replacements portion (Project #4725) is funded through the Road Operating Fund. The approved FY 2019/20 Wilsonville budget includes \$136,200 for construction for the entirety of the flasher replacement work. The Crosswalk Flasher Replacement portion of the construction contract is estimated at \$27,630.05, which is under the budgeted amount.

**FINANCIAL REVIEW / COMMENT:**

Reviewed by: CAR Date: 7/8/2019

Ending balances available from the FY 2018/19 CIP Budget will be “rolled over” to FY 2019/20 by Council action.

**LEGAL REVIEW / COMMENT:**

Reviewed by: ARGH Date: 7/9/2019

**COMMUNITY INVOLVEMENT PROCESS:**

A project website has been formed to communicate project related impacts and updates. Mailers are being prepared to communicate impacts to those in the project vicinity. A Boones Ferry Messenger article is also being prepared for the August edition. In addition, staff is meeting directly with representatives from the properties adjacent to the project location to discuss project impacts for the duration of work.

**POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:**

Completion of the project will positively impact vehicular and pedestrian users of the roadways and sidewalk facilities in the project areas. Furthermore, improvements to sidewalk ramps and pedestrian signals along the Wilsonville Road corridor will improve safety to all users.

**ALTERNATIVES:**

City staff considered a number of alternatives to rehabilitate the Wilsonville Road and Boones Ferry Road pavement surface. The design team selected street maintenance methods that resulted in the longest extension of serviceable life for the roadway at the least life cycle costs to the community.

**CITY MANAGER COMMENT:**

N/A

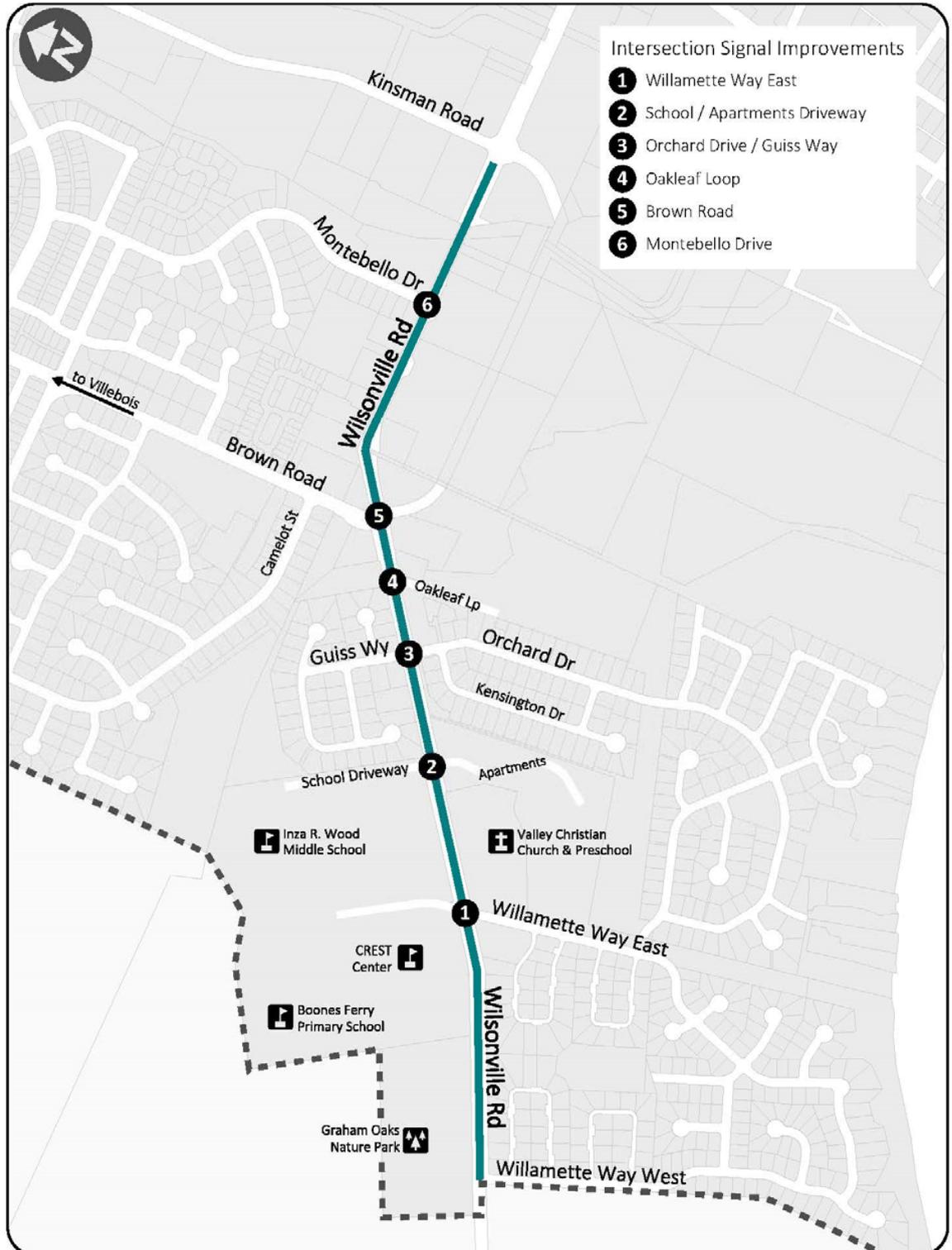
**ATTACHMENTS:**

1. Project Location Maps
2. Bid Summary
3. Resolution No. 2765
  - A. Wilsonville Road and Boones Ferry Road Street Maintenance Construction Contract



# WILSONVILLE ROAD & BOONES FERRY ROAD STREET MAINTENANCE

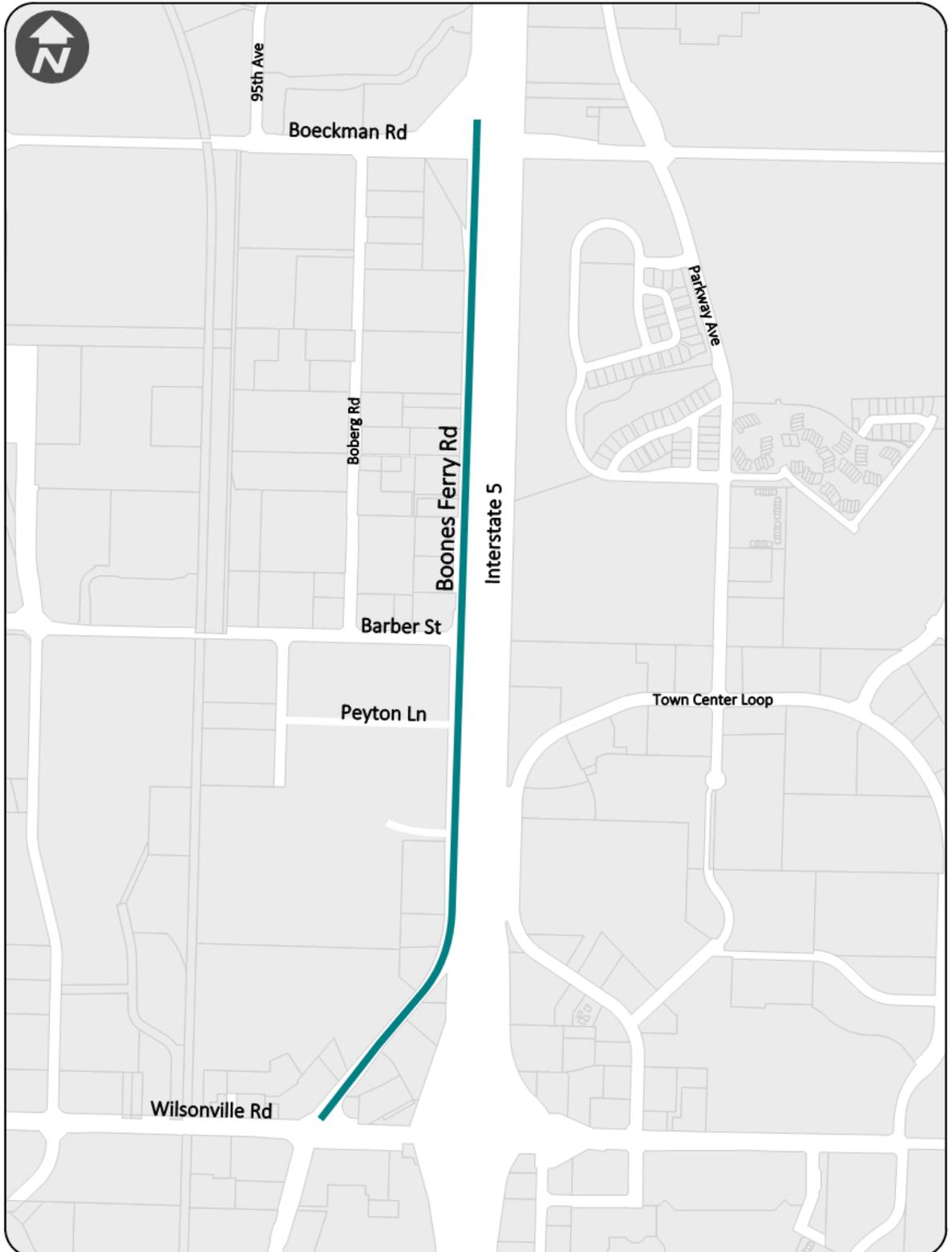
## SW WILSONVILLE ROAD - WILLAMETTE WAY WEST TO KINSMAN ROAD





# WILSONVILLE ROAD & BOONES FERRY ROAD STREET MAINTENANCE

SW BOONES FERRY ROAD - WILSONVILLE ROAD TO BOECKMAN ROAD



## Attachment 2



### BID SUMMARY

**Project:** Wilsonville Road & Boones Ferry Road Street Maintenance  
**File No:** 19 01 001

**CIP No:** 4014 / 4118 / 4275  
**Bid Date:** JULY 2, 2019 @ 2:00 PM

Order Opened	Bidder	Envelope Marked	Proposal Complete	Addenda	Proposal Signed	Bid Security Amount	Type	First Tier Sub-Con.	Bid Amount	Rank
-	Engineer's Estimate								\$ 2,506,323.00	
1	Brix Paving Northwest	Y	Y	Y	Y	10%	Bond	N	\$ 3,294,263.50	3
2	Knife River Northwest	Y	Y	Y	Y	10%	Bond	Y	\$ 2,526,185.50	1
3	Pacific Excavation, Inc.	Y	Y	Y	Y	10%	Bond	Y	\$ 2,589,000.00	2

**RESOLUTION NO. 2765**

**A RESOLUTION OF THE CITY OF WILSONVILLE ACTING IN ITS CAPACITY AS THE LOCAL CONTRACT REVIEW BOARD AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH KNIFE RIVER CORPORATION - NORTHWEST FOR CONSTRUCTION OF WILSONVILLE ROAD AND BOONES FERRY ROAD STREET MAINTENANCE PROJECT.**

WHEREAS, the City has planned, designed, and budgeted for the completion of Capital Improvement Project #4014, 4118, and 4725, known as Wilsonville Road and Boones Ferry Road Street Maintenance project (the Project); and

WHEREAS, the City solicited sealed bids from qualified contractors for the Project that duly followed the State of Oregon Public Contracting Rules and the City of Wilsonville Municipal Code; and

WHEREAS, three bids were received and opened on July 2, 2019, and Knife River Corporation - Northwest submitted a bid of \$2,526,185.50 for the Project, which was subsequently evaluated as the lowest responsive and responsible bid.

**NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:**

Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Knife River Corporation – Northwest submitted the lowest responsive and responsible bid.

Section 2. The City of Wilsonville acting as the Local Contract Review Board authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Construction Contract with Knife River Corporation - Northwest for a stated value of \$2,526,185.50, which contract is in substantially similar form to Exhibit A attached hereto.

Section 3. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 15<sup>th</sup> day of July 2019, and filed with the Wilsonville City Recorder this date.

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Tim Knapp, Mayor

ATTEST:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Akervall

Councilor Lehan

Councilor West

EXHIBITS:

A. Wilsonville Road and Boones Ferry Road Street Maintenance Construction Contract

**CITY OF WILSONVILLE  
CONSTRUCTION CONTRACT (CIP #4014/4118/4725)  
WILSONVILLE ROAD AND BOONES FERRY ROAD  
STREET MAINTENANCE**

This Construction Contract (“Contract”) for the Wilsonville Road and Boones Ferry Road Street Maintenance Project (“Project”) is made and entered into on this \_\_\_\_ day of July 2019 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Knife River Corporation - Northwest**, an Oregon corporation (hereinafter referred to as “Contractor”).

**RECITALS**

WHEREAS, the City issued a formal Invitation to Bid for the Project described herein; and

WHEREAS, Contractor represents that Contractor is qualified to perform the services described in the Invitation to Bid on the basis of specialized experience and technical expertise; and

WHEREAS, after reviewing all bids submitted in accordance with the Invitation to Bid, the City has determined this Contract shall be awarded to Contractor; and

WHEREAS, Contractor is prepared to perform this Contract in accordance with all the terms and conditions as set forth below, as the City does hereinafter require.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

**AGREEMENT**

**Section 1. Contract Documents**

This Contract includes and incorporates by reference all of the foregoing Recitals and all of the following additional “Contract Documents”: Invitation to Bid, Drawings, Specifications, ODOT Standards, Public Works Standards and the provisions of Oregon Revised Statutes (ORS) 279C, as more particularly set forth in this Contract. Contractor must be familiar with all of the foregoing and comply with them. Any conflict or inconsistency between the Contract Documents shall be called to the attention of the City by Contractor before proceeding with affected work. All Contract Documents should be read in concert and Contractor is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

**Section 2. Term**

The term of this Contract shall be from the Effective Date until all work required to be performed hereunder (“Work”) is completed and accepted, or no later than December 31, 2019, whichever

occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. Contractor shall diligently perform the Work according to the requirements and deliverable dates identified in the Contract Documents. All Work must be at Substantial Completion by no later than November 1, 2019 and at Final Completion by December 31, 2019. See **Section 23** for the definitions of Substantial Completion and Final Completion.

### **Section 3. Contractor's Work**

3.1. Contractor will perform the Work as more particularly described herein and in the other Contract Documents for the Project.

3.2. All written documents, drawings, and plans submitted by Contractor in conjunction with the Work shall bear the signature, stamp, or initials of Contractor's authorized Project Manager. Any documents submitted by Contractor that do not bear the signature, stamp, or initials of Contractor's authorized Project Manager, will not be relied upon by the City. Interpretation of plans and answers to questions regarding the Work given by Contractor's Project Manager may be verbal or in writing, and may be relied upon by the City, whether given verbally or in writing. If requested by the City to be in writing, Contractor's Project Manager will provide such written documentation.

3.3. The existence of this Contract between the City and Contractor shall not be construed as the City's promise or assurance that Contractor will be retained for future services beyond the Work described herein.

3.4. Contractor shall maintain the confidentiality of any confidential information that is exempt from disclosure under state or federal law to which Contractor may have access by reason of this Contract. Contractor warrants that Contractor's employees assigned to perform any of the Work provided in this Contract shall be clearly instructed to maintain this confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Contract.

### **Section 4. Contract Sum, Retainage, and Payment**

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Contractor a Unit Price not to exceed amount of TWO MILLION FIVE HUNDRED TWENTY-SIX THOUSAND ONE HUNDRED EIGHTY-FIVE AND 50/100 DOLLARS (\$2,526,185.50) for performance of the Work ("Contract Sum"). Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor. Contractor's unit pricing and rates are set forth on **Exhibit A**, attached hereto and incorporated by reference herein.

4.2. During the course of Contractor's performance, if the City, through its Project Manager, specifically requests Contractor to provide additional services beyond the Work described in the Contract Documents, Contractor shall provide such additional services and bill the City a reasonable agreed upon fee, pursuant to a written Change Order, executed in compliance with the provisions of **Section 24**.

4.3. Contractor will be paid for Work for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice, less a five percent

(5%) withholding for retainage. Retainage shall be as outlined in the Contract Documents and as specified under ORS 279C.550 to 279C.570. If the City disputes an invoice, the undisputed portion of the invoice will be paid by the City within the above timeframe, less the retainage. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Contractor as promptly as is reasonably possible. Final payment will be held until completion of the final walkthrough, as described in **Section 23**.

4.4. Except as provided in **Section 8.2**, the Contract Price includes the cost of all required fees payable to governmental agencies, including but not limited to plan checking, land use, zoning, and all other similar fees required to perform the Work on the Project.

4.5. The City will be responsible for the direct payment of required fees payable to governmental agencies, including but not limited to plan checking, land use, zoning, and all other similar fees resulting from this Project that are not specifically otherwise provided for in the Contract Documents.

4.6. Contractor's unit prices and Contract Sum are all inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, office expenses, travel expenses, mileage, and all other indirect and overhead charges.

4.7. Contract provisions regarding payment policies, progress payments, interest, etc. are as outlined in 2015 ODOT Standards and Special Provisions in the Contract Documents and in ORS 279C.570.

## **Section 5. Prevailing Wages**

This is a Contract for a Public Works Project, subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this project are those published by the Bureau of Labor and Industries (BOLI), effective January 1, 2019, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at the following website: [http://www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_state.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx). Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Work, either by Contractor, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Work, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. Contractor must comply with all public contracting wages required by law. Contractor and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the Contract for breach. Contractor shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). Contractor shall include a contract provision in compliance

with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

See **Contractor's Responsibilities** below and other Contract Documents for additional requirements and responsibilities regarding compliance with wage and hour laws and regulations.

### **Section 6. Filing of Certified Statement**

As required in ORS 279C.845(7), the City will retain twenty-five percent (25%) of any amount earned by Contractor under the Contract until Contractor has filed the certified statements required in ORS 279C.845(1). The City will pay to Contractor the amount withheld within fourteen (14) days after Contractor files the required certified statements. As required in ORS 279C.845(8), Contractor shall retain twenty-five percent (25%) of any amount earned by a first-tier subcontractor on the Project until the first-tier subcontractor has filed with the City the certified statements required in ORS 279C.845(1). Before paying any amount withheld, Contractor shall verify that the first-tier subcontractor has filed the certified statement. Within fourteen (14) days after the first-tier subcontractor files the required certified statement, Contractor shall pay the first-tier subcontractor any amount withheld. Contractor shall require all other sub-subcontractors to file certified statements regarding payment of prevailing wage rates with the City.

### **Section 7. Reports to Department of Revenue**

When a public contract is awarded to a nonresident bidder and the contract price exceeds Ten Thousand Dollars (\$10,000), Contractor shall promptly report to the Department of Revenue, on forms to be provided by the Department, the total contract price, terms of payment, length of contract, and such other information as the Department may require, before the City will make final payment on the Contract.

### **Section 8. City's Rights and Responsibilities**

8.1. The City will designate a Project Manager to facilitate day-to-day communication between Contractor and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the Project.

8.2. If applicable, the City will pay the required Bureau of Labor and Industries fee of one/tenth of one percent (0.1%) of the Contract Sum, or as required by statute.

8.3. The City reserves the right to reject any bid or to refuse delivery of materials or services at or from any manufacturer, supplier, or contractor with which the City has reasonable grounds to believe is or may be operating in violation of any local, state, or federal law or which is the subject of pending litigation.

8.4. If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with the Contract as such claim becomes due, the City may, but shall not be obligated to, pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract. The payment of a claim in the manner

authorized hereby shall not relieve Contractor or its surety from the obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or services furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined, and the claim, if valid, is paid by Contractor or the City. There shall be no final acceptance of the Work under the Contract until all such claims have been resolved.

8.5. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2018-19. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this Contract early, as described in Section 21.

### **Section 9. City's Project Manager**

The City's Project Manager is Dominique Huffman. The City shall give Contractor prompt written notice of any re-designation of its Project Manager.

### **Section 10. Contractor's Project Manager**

Contractor's Project Manager is Gordon Mathern. In the event that Contractor's Project Manager is changed, Contractor shall give the City prompt written notification of such re-designation. Recognizing the need for consistency and knowledge in the administration of the Project, Contractor's Project Manager will not be changed without the written consent of the City, which consent shall not be unreasonably withheld. In the event the City receives any communication from Contractor that is not from Contractor's Project Manager, the City may request verification by Contractor's Project Manager, which verification must be promptly furnished.

### **Section 11. Project Information**

Except for confidential information designated by the City as information not to be shared, Contractor agrees to share Project information with, and to fully cooperate with, those corporations, firms, contractors, public utilities, governmental entities, and persons involved in the Project. No information, news, or press releases related to the Project, whether made to representatives of newspapers, magazines, or television and radio stations, shall be made without the written authorization of the City's Project Manager.

### **Section 12. Duty to Inform**

If at any time during the performance of this Contract, Contractor becomes aware of actual or potential problems, faults, environmental concerns, or defects in the Project, Contract Documents, or Work, or any portion thereof; or of any nonconformance with federal, state, or local laws, rules, or regulations; or if Contractor has any objection to any decision or order made by the City with respect to such laws, rules, or regulations, Contractor shall give prompt written notice thereof to the City's Project Manager. Any delay or failure on the part of the City to provide a written response to Contractor shall neither constitute agreement with nor acquiescence to Contractor's statement or claim, nor constitute a waiver of any of the City's rights.

### **Section 13. Subcontractors and Assignments**

13.1. Contractor shall not assign any of Contractor's rights acquired hereunder without obtaining prior written approval from the City. Some Work may be performed by persons other than Contractor, provided Contractor advises the City of the names of such subcontractors and the services which they intend to provide, and the City specifically agrees, in writing, to such subcontracting. The City hereby agrees that Consultant will contract with Aaken Corporation, an Oregon corporation, to provide its electrical services, D & T Excavation, Inc., an Oregon corporation, to provide its grading services, Hicks Striping & Curbing, Inc., an Oregon corporation, to provide its striping services, and R & R General Contractors, Inc., an Oregon corporation, to provide its concrete services, all of which are critical parts of this Agreement. Contractor acknowledges such services will be provided to the City pursuant to a subcontract(s) between Contractor and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Contract, the City incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any attempted assignment of this Contract without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Contractor shall not be subject to additional reimbursement by the City.

13.2. The City shall have the right to enter into other agreements for the Project, to be coordinated with this Contract. Contractor shall cooperate with the City and other firms, engineers, or subcontractors on the Project so that all portions of the Project may be completed in the least possible time and within normal working hours. Contractor shall furnish other engineers, subcontractors, and affected public utilities, whose designs are fitted into Contractor's design, detail drawings giving full information so that conflicts can be avoided.

### **Section 14. Contractor's Responsibilities**

14.1. Except as otherwise provided under ORS 30.265, the performance under this Contract is at Contractor's sole risk. The service or services to be rendered under the Contract are those of an independent contractor who is not an officer, employee, or agent of the City, as those terms are used in ORS 30.265. Notwithstanding the Oregon Tort Claims Act or provisions of any other contract, Contractor is acting as and assumes liability of an independent contractor as to claims between the City and Contractor. Contractor is solely liable for any workers compensation coverage, social security, unemployment insurance or retirement payments, and federal or state taxes due as a result of payments under the Contract. Any subcontractor hired by Contractor shall be similarly responsible. Contractor shall be liable to the City for any failure of any subcontractor(s) to comply with the terms of the Contract. This Contract is a public works contract governed by the laws found at ORS Chapter 279C, which Contractor must be familiar with and adhere to. Those required provisions include but are not limited to all of the following:

14.2. Except as otherwise mandated by state law, the performance of Work under this Contract is at Contractor's sole risk. All damages or loss to Work, equipment, or materials incurred during the performance of the Work shall be at Contractor's sole risk. Any injury to persons or property incurred during the performance of the Work shall be at Contractor's sole risk. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the Contract Sum provided for under **Section 4** of this Contract. Contractor will be solely responsible for determining the manner and means of accomplishing

the end result of Contractor's Work. The City does not have the right to control or interfere with the manner or method of accomplishing said Work. The City, however, will have the right to specify and control the results of Contractor's Work so such Work meets the requirements of the Project.

14.3. The City understands and agrees that Contractor has requested that some Work be performed on the Project by persons or firms other than Contractor, through a subcontract with Contractor. Contractor acknowledges that if such Work is provided to the City pursuant to a subcontract(s) between Contractor and those who provide such services, Contractor may not utilize any subcontractor(s), or in any way assign its responsibility under this Contract, without first obtaining the express written consent of the City. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Contractor. References to "subcontractor" in this Contract mean a subcontractor at any tier.

14.4. Contractor shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Contractor's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Contractor shall require that all of Contractor's subcontractors also comply with, and be subject to, the provisions of this **Section 14** and meet the same insurance requirements of Contractor under this Contract.

14.5. Contractor must make prompt payment for any claims for labor, materials, or services furnished to Contractor by any person in connection with this Contract as such claims become due. Contractor shall not permit any liens or claims to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of Contractor. If Contractor fails, neglects, or refuses to make prompt payment of any such claim, the City may pay such claim to the subcontractor furnishing the labor, materials, or services, and offset the amount of the payment against funds due, or to become due, to Contractor under this Contract. The City may also recover any such amounts directly from Contractor.

14.6. Contractor must comply with all Oregon and federal wage and hour laws, including BOLI wage requirements, if applicable. Contractor shall make all required workers compensation and medical care payments on time. Contractor shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Contractor shall also be fully responsible for payment of salaries, benefits, taxes, and all other charges due on account of any employees. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from Contractor or subcontractor incurred in the performance of this Contract. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of subcontractors or employees shall be Contractor's responsibility. Contractor shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses.

14.7. No person shall be discriminated against by Contractor or any subcontractor in the performance of this Contract on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Contract, in whole or in part, by the City. Contractor shall comply with all federal, state, and local laws,

regulations, executive orders, and ordinances applicable to the Contract or to the implementation of the Project. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Contract or the implementation of the Project: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; (b) Titles VI and VII of the Civil Rights Act of 1964, as amended; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (d) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (e) Executive Order 11246, as amended; (f) the Health Insurance Portability and Accountability Act of 1996; (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations.

14.8. Contractor certifies that Contractor has not discriminated against minority, women, or small business enterprises in obtaining any subcontract.

14.9. Pursuant with ORS 279C.505(2), by execution of this Contract, Contractor agrees to have an employee drug testing program in place at the time of executing the Contract, acknowledges that such a program will be maintained throughout the Contract period, including any extensions, and shall demonstrate to the City that such drug testing program is in place. The failure of Contractor to have, or to maintain, such a drug-testing program is grounds for immediate termination of the Contract. Contractor shall require each subcontractor providing labor for the Project to also comply with this drug testing program requirement.

14.10. Contractor agrees that the City shall not be liable, either directly or indirectly, in any dispute arising out of the substance or procedure of Contractor's drug testing program. Nothing in this drug testing provision shall be construed as requiring Contractor to violate any legal, including constitutional, rights of any employee, including but not limited to selection of which employees to test and the manner of such testing. The City shall not be liable for Contractor's negligence in establishing or implementing, or failure to establish or implement, a drug testing policy or for any damage or injury caused by Contractor's employees acting under the influence of drugs while performing Work covered by the Contract. These are Contractor's sole responsibilities, and nothing in this provision is intended to create any third party beneficiary rights against the City.

14.11. Contractor is solely responsible for ensuring that any subcontractor selection and substitution is in accordance with all legal requirements. The City shall not be liable, either directly or indirectly, in any dispute arising out of Contractor's actions with regard to subcontractor selection and/or substitution.

14.12. Contractor shall make payment promptly, as due, to all parties supplying to such Contractor labor or material for the prosecution of the Work provided for in the Contract Documents, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.

14.13. By execution of this Contract, as required by ORS 305.385(6), Contractor certifies under penalty of perjury that to the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4).

14.14. Contractor agrees that if Contractor or a first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with this Contract within thirty (30) days after receiving payment from the City or a contractor, Contractor or the first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten (10) day period within which payment is due under ORS 279C.580(3)(a) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due shall be calculated in accordance with ORS 279C.515(2). The amount of interest may not be waived.

14.15. Contractor agrees that if Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

14.16. Contractor shall make payment promptly, as due, to any party furnishing medical, surgical, hospital, or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums which Contractor agreed to pay for the services or collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

14.17. Contractor and all subcontractors shall comply with the provisions of ORS 279C.540 pertaining to maximum hours, holidays, and overtime. With certain exceptions listed below, Contractor shall not require or permit any person to work more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in case of necessity, emergency, or where public policy requires it, and in such cases the person shall be paid at least time and a half for:

14.17.1. All overtime in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is five (5) consecutive days, Monday through Friday; or

14.17.2. All overtime in excess of ten (10) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is four (4) consecutive days, Monday through Friday; and

14.17.3. All work performed on the days specified in ORS 279C.540(1)(b) for public improvement contracts.

14.18. Contractor and all subcontractors shall comply with the provisions of ORS 279C.545 pertaining to time limitation on claims for overtime and requirements for posting circulars containing said provisions.

14.19. For personal/professional service contracts, as designated under ORS 279A.055, instead of 14.17.1, 14.17.2, and 14.17.3 above, a laborer shall be paid at least time and a half for

all overtime worked in excess of forty (40) hours in any one (1) week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC §§ 201 to 209 from receiving overtime.

14.20. Contractor shall follow all other exceptions, pursuant to ORS 279B.235 (for non-public improvement contracts) and ORS 279C.540 (for public improvement contracts), including contracts involving a collective bargaining agreement, contracts for services, and contracts for fire prevention or suppression.

14.21. Contractor must give notice to employees who work on a public contract, in writing, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

14.22. The hourly rate of wage to be paid by any Contractor or subcontractor to employed workers or other persons doing or contracting to do all or part of the work contemplated by a public contract shall be not less than the applicable wage required by law.

14.23. Contractor, its subcontractors, and all employers working under the Contract are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017 and provide the required workers compensation coverage, unless otherwise exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

14.24. In the performance of this Contract, Contractor shall comply with all applicable federal, state, and local laws, municipal codes, regulations, rules, and ordinances, including but not limited to those dealing with public contracts (ORS Chapter 279C) and with the prevention of environmental pollution and the preservation of natural resources (and avoidance of natural resource damages) in the performance of the Contract, including but not limited to ORS 279C.525. To the extent that known environmental and natural resource risks are specifically noted, shown, or specified in the Contract Documents or on the construction drawings, such risks are allocated to Contractor pursuant with ORS 279C.525(8)(a). If new or amended statutes, ordinances, rules, or regulations are adopted, or Contractor encounters a condition not referred to in this Contract, not caused by Contractor, and that was not discoverable by reasonable site inspection which requires compliance with federal, state, or local laws, codes, or regulations dealing with the preservation of the environment, both the City and Contractor shall have all the rights and obligations set forth in ORS 279C.525.

14.25. Contractor shall be liable for any fine imposed against Contractor, the City or the 'Project' as a result of a violation of any laws or permitting requirements by Contractor or any of its subcontractors or their sub-subcontractors or any suppliers.

14.26. Pursuant to ORS 279B.055, Contractor shall use recyclable products to the maximum extent economically feasible, and in full conformance with the Contract Document Specifications, in the performance of the Work.

## Section 15. Subcontractor Requirements

15.1. If subcontractors are permitted, Contractor's relations with subcontractors shall comply with ORS 279C.580. Pursuant with ORS 279C.580(3), each subcontract for property or services that Contractor enters into with a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract, shall include:

15.1.1. A payment clause that obligates Contractor to pay the first-tier subcontractor for satisfactory performance under the subcontract within ten (10) days out of such amounts as are paid to Contractor by the City under the public improvement contract; and

15.1.2. An interest penalty clause that obligates Contractor, if payment is not made within 30 days after receipt of payment from the City, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause outlined in **Subsection 15.1.1** above. A contractor or first-tier subcontractor may not be obligated to pay an interest penalty if the only reason that the contractor or first-tier subcontractor did not make payment when payment was due is that the contractor or first-tier subcontractor did not receive payment from the City or Contractor when payment was due. The interest penalty period shall begin on the day after the required payment date and end on the date on which payment of the amount due is made and shall be computed at the rate specified in ORS 279C.515(2).

15.2. Contractor shall include in each subcontract, as a condition of performance of such contract, a provision requiring the first-tier subcontractor to include a payment clause and interest penalty clause, conforming to the standards set forth in **Subsections 15.1.1 and 15.1.2** above, in each of its subcontracts and requiring that the same clauses be included in any of the first-tier subcontractors' subcontracts with a lower-tier subcontractor or supplier.

15.3. Contractor shall certify that all subcontractors, as described in ORS 701.005(2), will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 or 701.026, respectively, before the subcontractors commence Work under the Contract.

15.4. In no event shall any subcontract be awarded to any person or entity debarred, suspended, or disqualified from federal, state, or municipal contracting.

15.5. Contractor shall include this Contract by reference in any subcontract and require subcontractors to perform in strict compliance with this Contract.

## Section 16. Environmental Laws

16.1. In compliance with the provisions of ORS 279C.525, the following is a list of federal, state, and local agencies, of which the City has knowledge, that have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the Contract:

FEDERAL AGENCIES:

Forest Service  
 Defense, Department of  
 Environmental Protection Agency  
 Bureau of Sport Fisheries and Wildlife  
 Bureau of Land Management  
 Bureau of Reclamation  
 Occupational Safety and Health Administration  
 Coast Guard

Agriculture, Department of  
 Soil Conservation Service  
 Army Corps of Engineers  
 Interior, Department of  
 Bureau of Outdoor Recreation  
 Bureau of Indian Affairs  
 Labor, Department of  
 Transportation, Department of  
 Federal Highway Administration

STATE AGENCIES:

Environmental Quality, Department of  
 Forestry, Department of  
 Human Resources, Department of  
 Soil and Water Conservation Commission  
 State Land Board

Agriculture, Department of  
 Fish and Wildlife, Department of  
 Geology and Mineral Industries, Department of  
 Land Conservation and Development Commission  
 National Marine Fisheries Service (NMFS)  
 State Engineer  
 Water Resources Board

LOCAL AGENCIES:

County Courts  
 Port Districts  
 County Service Districts  
 Water Districts

City Council  
 County Commissioners, Board of  
 Metropolitan Service Districts  
 Sanitary Districts  
 Fire Protection Districts

This list may not be all-inclusive, and it is the responsibility of Contractor to know all applicable laws and to comply with them in the performance of this Contract.

16.2. Pursuant with ORS 279C.510(1), if this Contract calls for demolition work, Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

16.3. Pursuant with ORS 279C.510(2), if this Contract calls for lawn or landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

16.4. Contractor shall be responsible for the immediate clean-up, remediation, reporting, and payment of fines, if any, related to the release of any hazardous substance or material by Contractor or any subcontractor.

## **Section 17. Indemnity**

17.1. Indemnification. Contractor acknowledges responsibility for liability arising out of the performance of this Contract, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Contractor's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Contract, or from Contractor's failure to perform its responsibilities as set forth in this Contract. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Contractor shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Contractor of its responsibility to perform in full conformity with the City's requirements, as set forth in this

Contract, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Contractor's negligent performance of this Contract, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 17.2**. Contractor shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Contractor. As used herein, the term "Contractor" applies to Contractor and its own agents, employees, and suppliers, and to all of Contractor's subcontractors, including their agents, employees, and suppliers.

17.2. Standard of Care. In the performance of the Work, Contractor agrees to use that degree of care and skill exercised under similar circumstances by reputable members of Contractor's profession, practicing in the Portland metropolitan area. Contractor will re-perform any services not meeting this standard without additional compensation. Contractor's re-performance of any services, even if done at the City's request, shall not be considered as a limitation or waiver by the City of any other remedies or claims it may have arising out of Contractor's failure to perform in accordance with the applicable standard of care of this Contract and within the prescribed timeframe.

## **Section 18. Insurance**

18.1. Insurance Requirements. Contractor must maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or Work hereunder. Any and all agents or subcontractors with which Contractor contracts for any portion of the Work must have insurance that conforms to the insurance requirements in this Contract. Additionally, if a subcontractor is an engineer, architect, or other professional, Contractor must require the subcontractor to carry Professional Errors and Omissions insurance and must provide to the City proof of such coverage. The amount of insurance carried is in no way a limitation on Contractor's liability hereunder. The policy or policies of insurance maintained by Contractor shall provide at least the following minimum limits and coverages at all times during performance of this Contract:

18.1.1. Commercial General Liability Insurance. Contractor and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Contract, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Contract and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Contract.

18.1.2. Business Automobile Liability Insurance. If Contractor or any subcontractors will be using a motor vehicle in the performance of the Work herein, Contractor shall provide the City a certificate indicating that Contractor and its

subcontractors have business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than **\$2,000,000**.

18.1.3. Pollution Liability Coverage. Contractor shall carry sudden and accidental and gradual release pollution liability coverage that will cover, among other things, any spillage of paints, fuels, oils, lubricants, de-icing, anti-freeze or other hazardous materials, or disturbance of any hazardous materials, as that term is defined under Oregon law, during the performance of this Contract. Contractor will be fully responsible for the cost of any clean-up of any released materials or disturbance, in accordance with Oregon Department of Environmental Quality (“DEQ”) and Federal Environmental Protection Agency (“EPA”) clean-up requirements. The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$2,000,000** general aggregate.

18.1.4. Workers Compensation Insurance. Contractor, its subcontractors, and all employers providing work, labor, or materials under this Contract that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer’s Liability Insurance with coverage limits of not less than **\$500,000** each accident.

18.1.5. Insurance Carrier Rating. Coverages provided by Contractor and its subcontractors must be underwritten by an insurance company deemed acceptable by the City, with an AM Best Rating of A or better. The City reserves the right to reject all or any insurance carrier(s) with a financial rating that is unacceptable to the City.

18.1.6. Additional Insured & Termination Endorsements. Additional Insured coverage under Contractor’s Commercial General Liability, Automobile Liability, Pollution Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: “The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers.” An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days’ written notification of any termination or major modification of the insurance policies required hereunder. Contractor must be an additional insured on the insurance policies obtained by its subcontractors performing any of the Work contemplated under this Contract.

18.1.7. Certificates of Insurance. As evidence of the insurance coverage required by this Contract, Contractor shall furnish a Certificate of Insurance to the City. This Contract shall not be effective until the required certificates and the Additional Insured

Endorsements have been received and approved by the City. Contractor agrees that it will not terminate or change its coverage during the term of this Contract without giving the City at least thirty (30) days' prior advance notice and Contractor will obtain an endorsement from its insurance carrier, in favor of the City, requiring the carrier to notify the City of any termination or change in insurance coverage, as provided above.

18.2. Primary Coverage. The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Contractor shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are "Claims Made" policies, Contractor will be required to maintain such policies in full force and effect throughout any warranty period.

## **Section 19. Bonding Requirements**

19.1. Payment and Performance Bonds. Contractor shall obtain a Payment Bond and a Performance Bond, each in a form acceptable to the City and from a surety acceptable to the City, and each in the full amount of the Contract Sum.

19.2. Maintenance/Warranty Bond. Contractor shall maintain a two (2) year Maintenance/Warranty Bond, in a form acceptable to the City and from a surety acceptable to the City, in the amount of ten percent (10%) of the Contract Sum.

19.3. Landscaping Bond. Contractor shall also maintain a two (2) year Landscape Warranty Bond, in a form acceptable to the City and from a surety acceptable to the City, for maintenance and replacement of all landscaping material in accordance with ***Public Works Standards Section 201.10.03***. The landscape maintenance bond shall be for 10% of the amount required to maintain and replace the landscaping installed with the Project. At the one-year time frame in the maintenance period, the City shall perform an inspection of the landscaping and provide Contractor with a landscape replacement list. Contractor shall have 30 days to replace landscaping, as directed, and warranty all new landscaping for an additional two (2) year maintenance period.

19.4. Public Works Bond. Pursuant to ORS 279C.830(2), in addition to the Payment and Performance bonds, before starting work on this Contract or any subcontract hereunder, Contractor and all subcontractors, unless exempt under ORS 279C.836(4), (7), (8), or (9), must have on file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in the State of Oregon in the minimum amount of **\$30,000**. The bond must provide that the Contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under ORS 279C.836, unless the surety sooner cancels the bond. Contractor further certifies that Contractor will include in every subcontract a provision requiring a subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the Project, unless exempt under ORS 279C.836(4), (7), (8), or (9).

19.5. Bond Claims. Any notice of claim on a payment or performance bond or public works bond shall comply with the requirements of ORS 279C.605.

## **Section 20. Warranty**

20.1. Contractor shall fully warranty all Work for a period of two (2) years from the date of Final Acceptance of all Work.

20.2. In addition to, and not in lieu of, any other warranties provided by various manufacturers and suppliers, Contractor fully warrants all Work for a period of two (2) years from the date of Final Acceptance of the Work and shall make all necessary repairs and replacements to remedy, in a manner satisfactory to the City's Project Manager and at no cost to the City, any and all defects, breaks, or failures of the Work occurring within two (2) years following the date of completion due to faulty or inadequate materials or workmanship. Repair of damage or disturbances to other improvements under, within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of Contractor in performing Contractor's duties and obligations under this Contract, is also covered by the warranty when such defects or damage occur within the warranty period. The two (2) year warranty period shall, with relation to such required repair, be extended two (2) years from the date of completion of such repair.

20.3. If Contractor, after written notice, fails within **ten (10) days** to proceed to comply with the terms of this section, the City may have the defects corrected, and Contractor and Contractor's surety shall be liable for all expense incurred. In case of an emergency where, in the opinion of the City's Project Manager, delay would cause serious loss or damage, repairs may be made without notice being given to Contractor, and Contractor or Contractor's surety shall pay the cost of repairs. Failure of the City's Project Manager to act in case of an emergency shall not relieve Contractor or Contractor's surety from liability and payment of all such costs.

20.4. Current State Law (ORS 12.135) provides for a ten (10) year period, from the time of Substantial Completion, for the City to file a claim for repairs of defective Work due to Contractor's improper use of materials and/or workmanship, and Contractor agrees it is bound thereby.

## **Section 21. Early Termination; Default**

21.1. This Contract may be terminated prior to the expiration of the agreed upon terms:

21.1.1. By mutual written consent of the parties;

21.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Contractor by mail or in person. The City retains the right to elect whether or not to proceed with actual construction of the Project; or

21.1.3. By the City if Contractor breaches this Contract and fails to cure the breach within ten (10) days of receipt of written notice of the breach from the City.

21.2. If the City terminates this Contract in whole or in part, due to default or failure of Contractor to perform Work in accordance with the Contract, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Contractor shall be liable for all costs and damages incurred by the City as a result of the default by Contractor, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Contract. This Contract shall be in full force to the extent not terminated by written notice from the City to Contractor. In the event of a default, the City will provide Contractor with written notice of the default and a period of ten (10) days to cure the default. If Contractor notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Contract and seek remedies for the default, as provided above.

21.3. If the City terminates this Contract for its own convenience not due to any default by Contractor, payment of Contractor shall be prorated to, and include the day of, termination and shall be in full satisfaction of all claims by Contractor against the City under this Contract.

21.4. Termination under any provision of this section shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. Contractor shall surrender to the City items of work or portions thereof, referred to in **Section 27** for which Contractor has received payment or the City has made payment.

## **Section 22. Suspension of Work**

The City may suspend, delay, or interrupt all or any part of the Work for such time as the City deems appropriate for its own convenience by giving written notice thereof to Contractor. An adjustment in the time of performance or method of compensation shall be negotiated as a result of such delay or suspension, unless the reason for the delay was within Contractor's control. The City shall not be responsible for Work performed by any subcontractors after notice of suspension is given by the City to Contractor.

## **Section 23. Substantial Completion, Final Completion, and Liquidated Damages**

23.1. Contractor's Project Manager and City's Project Manager shall conduct a final inspection of the Project when Contractor believes the Work is substantially complete, and create a project corrections list ("punch list") of items to be completed before final payment will be made. Substantial Completion means that the Work is completed and the roadways are ready to be used with only minor punch list items remaining that do not significantly impact public use. Unless otherwise agreed to, in writing, by both parties, the punch list items will be completed within thirty (30) days thereof, and then a final walk-through will occur to confirm all punch list items have been completed. Final payment will occur upon completion of all punch list items ("Final Completion") as determined by final acceptance by the City ("Final Acceptance"). Substantial Completion must occur on or before November 1, 2019 or liquidated damages will apply. The parties agree that delay damages can be significant but are often difficult to quantify and costly to litigate; therefore the Contractor and the City agree that the sums set forth below in **Section 23.3** and **Section 23.4** shall apply as liquidated damages for every day the Project is not completed beyond the Substantial Completion and Final Completion dates.

23.2. The City and Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss and public detriment if the Work is not substantially completed within the time specified in the paragraph above, plus any extensions thereof granted, in writing, by the City. Both parties also recognize the delays, expenses, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that, as liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amounts listed below for each and every day that expires after the time specified for Substantial and Final Completion.

23.3. Liquidated damages shall apply against Contractor and accrue to the City at the rate of Five Hundred Fifty Dollars (\$550) for each day that expires after the time specified for Substantial Completion of all Work until the Work reaches Substantial Completion.

23.4. If Contractor shall neglect, fail, or refuse to complete the remaining Work on the punch list by the Final Completion date of December 31, 2019, or any written extension thereof granted by the City, Contractor shall pay the City One Thousand One Hundred Dollars (\$1,100) for each day that expires after the time specified above for the Work to reach Final Completion and be ready for final payment. Retainage will not be released before Final Completion is established.

23.5. The parties further agree that this amount of liquidated damages is a reasonable forecast of just compensation for the harm caused by any breach and that this harm is one which is impossible or very difficult to estimate. In addition to the liquidated damages above, Contractor shall reimburse the City for all costs incurred by the City for engineering, inspection, and project management services required beyond the time specified for Substantial Completion. Contractor shall also reimburse the City for all costs incurred for inspection and project management services required due to punch list items not completed within the time allotted for Final Acceptance. If Contractor fails to reimburse the City directly, the City will deduct the cost from Contractor's final pay request.

23.6. Contractor will not be responsible for liquidated damages or be deemed to be in default by reason of delays in performance due to reasons beyond Contractor's reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or actions of unrelated third parties not under Contractor's direction and control that preclude Contractor from performing the Work ("Force Majeure"). In the case of the happening of any Force Majeure event, the time for completion of the Work will be extended accordingly and proportionately by the City, in writing. Poor weather conditions, unless extreme, lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

## **Section 24. Contract Modification/Change Orders**

Any modification of the provisions of this Contract shall not be enforceable or binding unless reduced to writing and signed by both the City and Contractor. A modification is a written document, contemporaneously executed by the City and Contractor, which increases or decreases the cost to the City over the agreed Contract Sum in **Section 4** of this Contract, or changes or modifies the Work or the time for performance. In the event Contractor receives any communication of whatsoever nature from the City, which communication Contractor contends

gives rise to any modification of this Contract, Contractor shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of a Change Order. Contractor's failure to submit such written request for modification in the form of a Change Order shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Contract affecting any change in price, Contractor shall submit a complete breakdown of labor, material, equipment, and other costs. If Contractor incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Change Order. To be enforceable, the Change Order must describe with particularity the nature of the change, any delay in time the Change Order will cause, or any increase or decrease in the Contract Sum. The Change Order must be signed and dated by both Contractor and the City before the Change Order may be implemented.

### **Section 25. Dispute Resolution**

In the event of a dispute concerning performance of this Contract, the parties agree to meet to negotiate the problem. If such negotiation fails, the parties will mediate the dispute using a professional mediator, and the parties will split the cost. If the dispute cannot be resolved in either of the foregoing ways within thirty (30) days, either party may file suit in Clackamas County Circuit Court. In the alternative, at the City's election, the parties may follow the dispute resolution procedures found in the Special Provisions.

### **Section 26. Access to Records**

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Contractor as are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts during the term of this Contract and for a period of four (4) years after termination of the Contract, unless the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Contract.

### **Section 27. As-Builts**

Contractor must provide redlined as-builts prior to Final Acceptance. As-builts should be provided in electronic format.

### **Section 28. Notices**

Any notice required or permitted under this Contract shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City:	City of Wilsonville
	Attn: Dominique Huffman, Civil Engineer
	29799 SW Town Center Loop East
	Wilsonville, OR 97070

To Contractor: Knife River Corporation - Northwest  
Attn: Gordon Mathern  
32260 Old Highway 34  
Tangent, OR 97389

## Section 29. Miscellaneous Provisions

29.1. Integration. This Contract contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these documents, the provisions of this Contract shall control.

29.2. Legal Effect and Assignment. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Contract may be enforced by an action at law or in equity.

29.3. No Assignment. Contractor may not assign this Contract, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

29.4. Adherence to Law. This Contract shall be subject to, and Contractor shall adhere to, all applicable federal and state laws, including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Contractor is required by law to obtain or maintain in order to perform the Work shall be obtained and maintained throughout the term of this Contract.

29.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

29.6. Jurisdiction. Venue for any dispute will be in Clackamas County Circuit Court.

29.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Contract or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Contract, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

29.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Contract shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

29.9. Severability. If any provision of this Contract is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Contract shall remain in full force and effect, to the greatest extent allowed by law.

29.10. Modification. This Contract may not be modified except by written instrument executed by Contractor and the City.

29.11. Time of the Essence. Time is expressly made of the essence in the performance of this Contract.

29.12. Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Contract, the first day from which the designated period of time begins to run shall not be included.

29.13. Headings. Any titles of the sections of this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

29.14. Number, Gender and Captions. In construing this Contract, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Contract.

29.15. Good Faith and Reasonableness. The Parties intend that the obligations of good faith and fair dealing apply to this Contract generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Contract. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Contract gives the City “sole discretion” or the City is allowed to make a decision in its “sole judgment.”

29.16. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Contract in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

29.17. Interpretation. As a further condition of this Contract, the City and Contractor acknowledge that this Contract shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the contract, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in

taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

29.18. Defined Terms. Capitalized terms not otherwise defined herein shall have the meaning given to them in the ODOT and City Public Works Standards, Special Provisions, and Contract Documents.

29.19. Entire Agreement. This Contract, all documents attached to this Contract, and all Contract Documents and laws and regulations incorporated by reference herein, represent the entire agreement between the parties.

29.20. Counterparts. This Contract may be executed in one or more counterparts, each of which shall constitute an original Contract but all of which together shall constitute one and the same instrument.

29.21. Authority. Each party signing on behalf of Contractor and the City hereby warrants actual authority to bind their respective party.

The Contractor and the City hereby agree to all provisions of this Contract.

**CONTRACTOR:**

**CITY:**

KNIFE RIVER CORPORATION -  
NORTHWEST

CITY OF WILSONVILLE

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

As Its: \_\_\_\_\_

As Its: \_\_\_\_\_

Employer I.D. No. \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Amanda Guile-Hinman, Asst. City Attorney  
City of Wilsonville, Oregon

n:\legal\city\contract\dir\street maintenance\wilsonville rd and boones ferry rd street maintenance (4014)\doc\cc ~ wilsonville rd and bfr street maint ~ knife river corporation - northwest (7-8-19).docx

Exhibit A

## EXHIBIT A

Wilsonville Road and Boones Ferry Road Street Maintenance

Project #4014

## UPDATED BID SCHEDULE

Bid Item No.	Bid Items	Spec Section	Unit	Qty	Unit Cost	Total Cost
1	Mobilization	00210	LS	1	<u>204,005</u>	<u>204,005</u>
2	Project Information Sign – Small	00210	EA	6	<u>370.00</u>	<u>2,200.00</u>
3	Temporary Traffic Control	00225	LS	1	<u>210,000</u>	<u>210,000</u>
4	Erosion Control	00280	LS	1	<u>9,000.00</u>	<u>9,000.00</u>
5	Inlet Protection	00280	EA	20	<u>60.00</u>	<u>1,200.00</u>
6	Construction Survey Work	00305	LS	1	<u>40,000.00</u>	<u>40,000.00</u>
7	Removal of Structures and Obstructions	00310	LS	1	<u>7,500.00</u>	<u>7,500.00</u>
8	Removal of Asphalt Surfacing	00310	SY	1,290	<u>14.50</u>	<u>218,705.00</u>
9	Removal of Concrete Curb and Sidewalk	00310	SY	1,270	<u>13.00</u>	<u>16,510.00</u>
10	Clearing and Grubbing	00320	LS	1	<u>7,500.00</u>	<u>7,500.00</u>
11	General Excavation	00330	CY	2,820	<u>40.00</u>	<u>112,800.00</u>
12	Subgrade Stabilization	00331	CY	40	<u>4200</u>	<u>1,680.00</u>
13	Subgrade Geotextile	00350	SY	560	<u>1.30</u>	<u>728.00</u>
14	Cold Plane Pavement Removal, 3 inches Deep	00620	SY	45,290	<u>4.00</u>	<u>181,160.00</u>
15	Cold Plane Pavement Removal, 4.5 inches Deep	00620	SY	410	<u>50.00</u>	<u>20,500.00</u>
16	Aggregate Base	00641	CY	785	<u>65.00</u>	<u>51,025.00</u>
17	Full Depth Reclamation Base	00643	SY	10,110	<u>5.25</u>	<u>53,077.50</u>
18	Portland Cement	00643	TON	305	<u>140.00</u>	<u>42,700.00</u>
19	Level 3, 3/4-Inch Dense ACP, PG 64-22	00745	TON	3,130	<u>77.00</u>	<u>241,010.00</u>
20	Level 3, 1/2-Inch Dense ACP, PG 70-22	00745	TON	9,880	<u>75.00</u>	<u>741,000.00</u>
21	Concrete Curbs, Standard Curb and Gutter	00759	LF	1,040	<u>61.00</u>	<u>63,440.00</u>
22	Concrete Curbs, Non-Mountable	00759	LF	80	<u>60.00</u>	<u>4,800.00</u>
23	Concrete Driveways	00759	SF	290	<u>21.00</u>	<u>6,090.00</u>
24	Concrete Walks	00759	SF	6,100	<u>7.50</u>	<u>45,750.00</u>
25	ADA Sidewalk Ramp	00759	SF	3,265	<u>16.50</u>	<u>53,872.50</u>
26	Mono-Directional White Type I Markers	00855	EA	170	<u>4.75</u>	<u>807.50</u>
27	Bi-Directional Yellow Type I Markers	00855	EA	670	<u>4.75</u>	<u>3,182.50</u>

BID SCHEDULE  
ADDENDUM 01

I-21

June 21, 2019

EXHIBIT A

Wilsonville Road and Boones Ferry Road Street Maintenance						Project #4014
28	MMA, Non-Profile, 4 Inch Equivalent, Extruded	00865	LF	78,500	1.45	113,825.00
29	Pavement Legend, Type B-HS: Arrows	00867	EA	43	250.00	10,750.00
30	Pavement Legend, Type B-HS: Bike	00867	EA	48	250.00	11,500.00
31	Pavement Bar, Type B-H5	00867	SF	3,770	8.75	32,987.50
32	Crosswalk Closure Barricade	00902	EA	16	440.00	7,040.00
33	Perforated Steel Tube Sign Supports	00930	EA	6	230.00	1,380.00
34	Signs in Place	00940	SF	145	12.00	1,740.00
35	Traffic Signal Modification, Willamette Way East	00990	LS	1	33,000.00	33,000.00
36	RRFB System, Apartments/School	00990	LS	1	23,000.00	23,000.00
37	RRFP System, Orchard Drive/Guiss Way	00990	LS	1	30,000.00	30,000.00
38	Traffic Signal Modification, Brown Road	00990	LS	1	38,000.00	38,000.00
39	Traffic Signal Modification, Montebello Road	00990	LS	1	38,000.00	38,000.00
40	Traffic Signal Modification Wilsonville Rd/Boones Ferry Rd	00990	LS	1	13,000.00	13,000.00
41	Landscape Restoration	01030	LS	1	4,000.00	4,000.00
42	Standard Valve Box and Lid	01150	EA	64	425.00	27,200.00

12,000.00

Total Amount Bid (Figures) 2,526,185.50

Total Bid Written in Words:

~~Two Million Five Hundred Twenty Five Thousand, Six hundred Eighty Five Dollars, Fifty Cents.~~  
 Two Million Five Hundred Twenty Six Thousand One Hundred Eighty Five Dollars and Fifty Cents

Company Name

Knife River Corporation - Northwest

Bidder's Signature

- End -



## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> July 15, 2019	<b>Subject: Resolution No. 2766</b> Supplemental Budget Adjustment  <b>Staff Member:</b> Cathy Rodocker, Finance Director  <b>Department:</b> Finance	
<b>Action Required</b>	<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: July 15, 2019 <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial  <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable  <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Staff recommends that Council adopt Resolution No. 2766.		
<b>Recommended Language for Motion:</b> I move to approve Resolution No. 2766.		
<b>Project / Issue Relates To:</b>		
<input type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable

### ISSUE BEFORE COUNCIL:

A supplemental budget resolution for the FY 2019/20 budget year.

### EXECUTIVE SUMMARY:

Oregon's Local Budget Law allows the Council to amend the adopted budget for an occurrence or condition that was not known at the time the budget was adopted. A transfer resolution moves

expenditures from one category to another within a specific fund and does not increase the overall budget that was approved during the annual budget process. A supplemental budget adjustment can impact the budget by increasing revenues and/or expenditures. The supplemental adjustment can also recognize expenditures that exceed 10% of the adopted budget expenditures or 15% of the adopted contingency in a fund.

The Garden Acres Road project recently completed the bid process where the costs for the Sewer and Stormwater projects came in higher than originally budgeted. As a result, the Garden Acres Sewer Extension Project will need an additional \$350,000 to complete the project. The Garden Acres Rd Storm System Project will require an additional \$50,000 to complete the project.

Two projects for the installation of conduit and vaults were completed by developers on behalf of the City in the Frog Pond area. According to the Frog Pond Area Plan, adopted in November 2015, the City will reimburse the developers for the costs associated with the completion of the projects at the time the City has collected adequate Frog Pond Improvement Fees. Based on current revenue projections, adequate funds should be available by the end of the current fiscal year. In total, \$291,951 will be reimbursed to the developers.

**EXPECTED RESULTS:**

As stated in the Fiscal Management Policies, the City shall amend its annual budget in accordance with Oregon local budget law. The supplemental budget adjustment is adopted by the Council at a regularly scheduled meeting. Convening the budget committee is not required.

**TIMELINE:**

As required by Local Budget Law, a notice for the public hearing has been published in the Wilsonville Spokesman. The notice was published on Wednesday, July 10, 2019. Adoption of the Supplemental Budget Adjustment is required prior to the end of the fiscal year, June 30, 2020.

**FINANCIAL REVIEW / COMMENT:**

Reviewed by: CAR      Date: 6/26/2019

**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ      Date: 6/27/2019

**COMMUNITY INVOLVEMENT PROCESS:**

As required by Local Budget Law, a notice for the public hearing has been published in the Wilsonville Spokesman. The notice has also been published on the City's website. As the accompanying resolution is a budget adjustment, a public hearing must be part of the adoption process.

**POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:**

The amended budget provides for the delivery of services and construction of capital projects throughout the community.

**ALTERNATIVES:**

Not approving the attached supplemental budget could result in overspending current budget appropriations. The City is required to disclose all excess of expenditures over appropriations in the Comprehensive Annual Financial report.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Supplemental Budget Adjustments
2. Resolution No. 2766
  - A. Need, Purpose And Amount: Detail By Fund & Category

# City

## Attachment #1-Supplemental Budget Adjustments

### Budget Requests - Capital Projects

2103-Garden Acres Sewer Extension	\$ 350,000	Bid higher than anticipated
7061-Garden Acres Road Storm System	50,000	Bid higher than anticipated
4994-Frog Pond Fee Reimbursement	291,951	Developer Riembursements: Installation of conduit/vault

**Total City Requests** \$ 691,951

**RESOLUTION NO. 2766**

**A RESOLUTION AUTHORIZING A SUPPLEMENTAL BUDGET ADJUSTMENT FOR FISCAL YEAR 2019-20.**

WHEREAS, the City adopted a budget and appropriated funds for fiscal year 2019-20 by Resolution 2790; and,

WHEREAS, certain expenditures are expected to exceed the original adopted budget in some of the City's funds and budgetary transfers are necessary within these funds to provide adequate appropriation levels to expend the unforeseen costs; and,

WHEREAS, ORS 294.463 provides that a city may adjust appropriations within appropriation categories provided the enabling resolution states the need for the adjustment, purpose of the expenditure and corresponding amount of appropriation; and,

WHEREAS, all transfers from contingencies within the fiscal year to date that exceed fifteen percent (15%) of the fund's total appropriations, are included in the supplemental budget adjustment request; and,

WHEREAS, all expenditure transfers within the fiscal year to date in aggregate exceed ten percent (10%) of the fund's total expenditures, are included in the supplemental budget adjustment request; and,

WHEREAS, consistent with local budget law and based upon the foregoing, the staff report in this matter and public hearing input, the public interest is served in the proposed supplemental budget adjustment,

WHEREAS, to facilitate clarification of the adjustments in this resolution, Attachment A to this resolution provides a summary by fund of the appropriation categories affected by the proposed transfer of budget appropriation and the purpose of the expenditure.

**NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:**

The City amends and adjusts the estimated revenues and appropriations within the funds and categories delineated and set forth in Attachment A, attached hereto and incorporated by reference herein as if fully set forth.

This resolution becomes effective upon adoption.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 15<sup>th</sup> day of July 2019 and filed with Wilsonville City Recorder this same date.

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TIM KNAPP, MAYOR

ATTEST:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:  
Mayor Knapp  
Council President Akervall  
Councilor Lehan  
Councilor West

Attachment:

A. Need, Purpose And Amount: Detail By Fund & Category

**ATTACHMENT A**  
**NEED, PURPOSE AND AMOUNT: DETAIL BY FUND & CATEGORY**

	Current Appropriations	Change in Appropriations	Amended Appropriations
<b>Sewer Capital Projects Fund</b>			
Interfund transfers	\$ (8,658,096)	\$ (350,000)	\$ (9,008,096)
All other resources	(15,548)	-	(15,548)
Total increase in resources	<u>\$ (8,673,644)</u>	<u>\$ (350,000)</u>	<u>\$ (9,023,644)</u>
Sewer capital projects	8,076,623	350,000	8,426,623
All other Requirements	597,021	-	597,021
Net change in requirements	<u>\$ 8,673,644</u>	<u>\$ 350,000</u>	<u>\$ 9,023,644</u>
The interfund transfers and the corresponding requirements for sewer capital projects and transfer requirements are for the following capital projects: Garden Acres Sewer Extension.			
<b>Streets Capital Projects Fund</b>			
Interfund transfers	\$ (8,658,096)	\$ (291,951)	\$ (8,950,047)
All other resources	(15,548)	-	(15,548)
Total increase in resources	<u>\$ (8,673,644)</u>	<u>\$ (291,951)</u>	<u>\$ (8,965,595)</u>
Sewer capital projects	8,076,623	291,951	8,368,574
All other Requirements	597,021	-	597,021
Net change in requirements	<u>\$ 8,673,644</u>	<u>\$ 291,951</u>	<u>\$ 8,965,595</u>
The interfund transfers and the corresponding requirements for sewer capital projects and transfer requirements are for the following capital projects: Frog Pond Reimbursement - Street Projects.			
<b>Stormwater Capital Projects Fund</b>			
Interfund transfers	\$ (3,750,779)	\$ (50,000)	\$ (3,800,779)
All other resources	(230,623)	-	(230,623)
Total increase in resources	<u>\$ (3,981,402)</u>	<u>\$ (50,000)</u>	<u>\$ (4,031,402)</u>
Streets capital projects	3,293,477	50,000	3,343,477
All other Requirements	687,925	-	687,925
Net change in requirements	<u>\$ 3,981,402</u>	<u>\$ 50,000</u>	<u>\$ 4,031,402</u>
The interfund transfers and the corresponding requirements for street capital projects and transfers to other funds is for the following projects: Garden Acres Road StormSystem.			
<b>Sewer SDC Fund</b>			
Interfund Transfers	\$ 6,249,310	\$ 350,000	\$ 6,599,310
All other resources	2,532,600	(350,000)	2,182,600
Net change in requirements	<u>\$ 8,781,910</u>	<u>\$ -</u>	<u>\$ 8,781,910</u>
The interfund transfers and the corresponding reduction to contingency is for the following projects: Garden Acres Sewer Extension.			
<b>Frog Pond Infrastructure Fee Fund</b>			
Interfund Transfers	\$ -	\$ 291,951	\$ 291,951
Contingency	1,371,293	(291,951)	1,079,342
Net change in requirements	<u>\$ 1,371,293</u>	<u>\$ -</u>	<u>\$ 1,371,293</u>
The interfund transfers and the corresponding reduction to contingency is for the following projects: Frog Pond Fee Reimbursement-Street Projects.			
<b>Stormwater SDC</b>			
Interfund Transfers	\$ 1,065,107	\$ 50,000	\$ 1,115,107
All other resources	2,442,685	(50,000)	2,392,685
Net change in requirements	<u>\$ 3,507,792</u>	<u>\$ -</u>	<u>\$ 3,507,792</u>
The interfund transfers and the corresponding reduction to contingency is for the following projects: Garden Acres StormSystem.			



## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> July 15, 2019	<b>Subject: Ordinance No. 837 – 1<sup>st</sup> Reading</b> An Ordinance of the City of Wilsonville Amending Wilsonville Code Sections 8.010 and 4.179  <b>Staff Member:</b> Amanda Guile-Hinman, Assistant City Attorney and Mark Ottenad, Public Affairs Director  <b>Department:</b> Legal/Administration	
<b>Action Required</b>	<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: July 15, 2019 <input checked="" type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: July 15, 2019 <input checked="" type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: August 5, 2019 <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable  <b>Comments:</b> Implementation item for Metro’s mandatory commercial food scrap program.	
<b>Staff Recommendation:</b> Staff recommends that Council adopt Ordinance No. 837 on first reading.		
<b>Recommended Language for Motion:</b> I move to approve Ordinance No. 837 on first reading.		
<b>Project / Issue Relates To:</b>		
<input type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input checked="" type="checkbox"/> Not Applicable

### ISSUE BEFORE COUNCIL:

Consideration of amendments to the Wilsonville Code (“WC”) to comply with the Metro mandatory commercial food scrap program regarding Metro’s requirement that the City require “persons or entities that lease or provide space to a Covered Business to allow or facilitate the provision of food waste collection service for those Covered Businesses.”

**EXECUTIVE SUMMARY:**

On July 26, 2018, the Metro Council adopted Ordinance No. 18-1418 to establish a business food waste requirement, also known as the commercial food scrap program. City staff, along with representatives from Metro and Clackamas County, presented the commercial food scrap program to Council at the May 20, 2019 work session. The staff report for the May 20, 2019 work session regarding the commercial food scrap program is incorporated by reference herein.

**1. The Metro Ordinance**

In addition to other requirements, Metro Ordinance No. 18-1418 states that local governments must require:

“persons ... who provide space to a covered business to allow the source separation and collection of food waste.”

**2. Metro Administrative Rules**

Metro also published administrative rules that regarding space for covered businesses to allow collection of food waste:

“A local government must require persons or entities that lease or provide space to a Covered Business to allow or facilitate the provision of food waste collection service for those Covered Businesses.” AR5.10-4040(3)

**3. Implementation**

City staff engaged with Clackamas County staff, who are helping the local jurisdictions to implement the commercial food scrap program. At the May 20, 2019 work session, staff explained the Metro Ordinance requires local governments to include regulations where local jurisdictions must require commercial landlords to allow or facilitate the provision of food waste collection service for covered businesses. To meet this Metro requirement, minor updates to WC 8.010 and 4.179 are necessary.

**EXPECTED RESULTS:**

Implementation of Metro’s mandatory commercial food scrap program.

**TIMELINE:**

This Ordinance is scheduled for a first reading and public hearing on July 15, 2019 and a second reading on August 5, 2019 in order to meet Metro’s implementation deadline. The Ordinance, if adopted, will go into effect 30 days after August 5, 2019.

**CURRENT YEAR BUDGET IMPACTS:**

N/A

**FINANCIAL REVIEW / COMMENT:**

Reviewed by: CAR Date: 7/8/2019

**LEGAL REVIEW / COMMENT:**

Reviewed by: ARGH Date: 7/1/2019

**COMMUNITY INVOLVEMENT PROCESS:**

Metro and Clackamas County are the local agencies responsible for implementing “recycle at work programs” for metro-area cities in the county. Both Metro and Clackamas County have undertaken extensive engagement with metro-area businesses, including in Wilsonville, of all sizes and in various industries that share the common issue of food-scrap waste production. Some Wilsonville businesses have worked with Clackamas County Sustainability Division to voluntarily participate early in a commercial food-scrap collection program offered by Republic Services. Additional details on public outreach to businesses is included in **Attachment B**.

In addition, notice of the public hearing on this matter was sent to over 800 property owners, published in the Clackamas Review on July 3, 2019, published in the Wilsonville Spokesman on July 10, 2019, posted in City buildings, and posted on the City’s website.

**POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:**

According to the Metro Ordinance, the commercial food scrap program provides “an opportunity to increase recycling of food waste and to assist the Metro region to achieve waste reduction goals.” Moreover, Metro’s Administrative Rules explain, “Food is identified as a primary material for recovery within the Regional Solid Waste Management Plan because of its prevalence in the region’s waste stream and the negative environmental impacts of disposing food in a landfill.”

**ALTERNATIVES:**

None. The City is required to adopt regulations to require commercial food scrap collection and disposal per the Metro ordinance and administrative rules.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

- A. Ordinance No. 837
- B. Public Outreach Documentation

**ORDINANCE NO. 837**

**AN ORDINANCE OF THE CITY OF WILSONVILLE AMENDING WILSONVILLE CODE SECTIONS 8.010 AND 4.179.**

WHEREAS, on July 26, 2018, the Metro regional government adopted Ordinance No. 18-1418 to create a business food waste requirement, also known as the mandatory commercial food scrap program; and

WHEREAS, the City of Wilsonville (“City”) is subject to the Metro mandatory commercial food scrap program, and thus, businesses within the City that meet Metro’s definition of a “Covered Business” must participate in the mandatory food scrap program; and

WHEREAS, one of the requirements of local governments subject to the Metro mandatory food waste program is to require persons who provide space to a Covered Business to allow the source separation and collection of food waste; and

WHEREAS, the City of Wilsonville desires to amend Wilsonville Code (“WC”) Chapter 8, Section 8.010 and Chapter 4, Section 4.179, to meet this requirement of the Metro mandatory food waste program; and

WHEREAS, WC Chapter 4 is considered a supporting document of the City’s Comprehensive Plan; and

WHEREAS, the City Council may conduct a public hearing to consider an amendment to the Comprehensive Plan when the Council finds that the amendment is necessary to comply with rules, regulations, goals, guidelines, or other legal actions of any governmental agency having jurisdiction over matters contained therein; and

WHEREAS, the City Council, after public hearing notices were provided to over 800 property owners and to the Department of Land Conservation and Development, published twice in the Wilsonville Spokesman, and posted in four locations throughout the City and on the City website, held a public hearing on July 15, 2019 to review the proposed amendment to WC 8.010 and 4.179 and to gather additional testimony and evidence; and

WHEREAS, the City Council has afforded all interested parties an opportunity to be heard on this subject and has entered all available evidence and testimony into the public record of its proceeding; and

WHEREAS, the City Council has duly considered the subject, including all the exhibits and testimony introduced and offered by all interested parties.

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

1. FINDINGS.

The above-recited findings are adopted and incorporated by reference herein, including the staff report submitted with this Ordinance. The City Council further finds and concludes that the adoption of the proposed Wilsonville Code text is necessary to help protect the public health, safety, and welfare of the municipality by implementing the Metro requirements for the mandatory commercial food scrap program.

2. DETERMINATION.

Wilsonville Code 8.010 is amended as follows:

“The regulation of disposal and hauling, including both hauler and customer requirements, for solid waste, recycling, yard debris, organic materials, and other materials shall be adopted by City ordinance. *A person or entity that leases or provides space to a Covered Business (as defined in Metro Administrative Rule 5.10-4010) must allow or facilitate the provision of food waste collection service for that Covered Business.*”

Wilsonville Code 4.179 is amended as follows:

“*(.09) When applicable, the applicant must comply with Wilsonville Code Section 8.010.*”

3. The City Recorder is directed to amend Wilsonville Code Sections 8.010 and 4.179, as approved above, and to make such format, style, and conforming changes to match the format and style of the respective chapters of the Wilsonville Code.

4. Except as set forth above, Chapter 8 and Chapter 4 of the Wilsonville Code remain in full force and effect, as written.

5. This Ordinance shall be declared to be in full force and effect thirty (30) days from the date of final passage and approval.

SUBMITTED to the Wilsonville City Council and read for the first time at a regular meeting thereof on the 15<sup>th</sup> day of July, 2019, and scheduled for a second reading at a regular

meeting of the Council on August 5, 2019 commencing at the hour of 7 p.m. at the Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon.

\_\_\_\_\_  
Kimberly Veliz, City Recorder

ENACTED by the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2019, by the following votes:            Yes: \_\_\_\_\_            No: \_\_\_\_\_

\_\_\_\_\_  
Kimberly Veliz, City Recorder

DATED and signed by the Mayor the \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
TIM KNAPP, MAYOR

**SUMMARY OF VOTES:**

- Mayor Knapp
- Council President Akervall
- Councilor Lehan
- Councilor West

## **Metro and Clackamas County Information on Outreach to, Feedback from and Impacts on Food-Scraps Generating Businesses for Implementing Business Food-Waste Requirement Policy**

- Metro Food Scraps Project Q&A: Businesses, March 2017
- Metro Outreach to Food-Scrap Generating Businesses in the City of Wilsonville for Implementing Commercial Food-Scraps Collection during 2017
  - Metro Notification Letter and Request for Input to Potentially-Affected Businesses on Business Food-Waste Requirement Policy, Sept. 2017
  - Metro Follow-up Notification Postcard and Request for Input to Potentially-Affected Businesses on Business Food-Waste Requirement Policy, Sept. 2017
- Metro Final Public Comment Report: Business Food Waste Requirement, Oct. 2018
- Metro Commercial Food Scraps Policy Overview, Jan. 2019
- Clackamas County Sustainability Division Review of Food-Scraps Generating Businesses in Each City of County
- Clackamas County Sustainability Division Food Donation Postcard, 2018-19



## **Metro Outreach to Food-Scraps Generating Businesses in the City of Wilsonville for Implementing Commercial Food-Scraps Collection**

### **Meetings of businesses having Wilsonville locations with Metro staff in 2017**

1. Clackamas County Business Alliance (CCBA)
2. Costco Wholesale
3. Albertsons/Safeway
4. McMenemy's
5. Shari's
6. Red Robin
7. Oregon Restaurant and Lodging Association (ORLA):  
Held several meetings beginning in January 2016; ORLA assisted with developing and disseminating a survey on the policy to 360 members and are currently are partners with Metro and DEQ to implement the *Food Waste Stops With Me* initiative.

### **Potentially-affected Wilsonville businesses (55) receiving Metro Business Food Waste Requirement Notification Letter and Request for Input in September 2017**

A B Mauri Food	Oglennon LLC (Jimmy John's)
Abella Italian Kitchen	Oswego Grill Wilsonville LLC
Avamere Ditta LLC	Papa Murphy's Take N Bake Pizza
Bellagios Pizza	Pizza Schmizza
Best Western Wilsonville Inn & Suites	Qdoba Mexical Grill
Biscuits At Old Town LLC	Quality Inn Wilsonville
Black Bear Diner	Ram Restaurant & Brewhouse
Boeckman Creek Primary School	Red Robin Burger & Spirits Emporium
Boones Ferry Primary School	Safeway
Boston's	Sharis Restaurant
Brookdale Retirement Wilsonville	Springridge Court
Burger King	Starbucks Coffee
Café Yumm	Sushi Avenue LLC
Chipotle Mexican Grill	Taco Bell
Coffee Creek Correctional Facility	Target
Costco Wholesale Corporation	Thai Village Restaurant
Dar Es Salam	The Springs At Wilsonville
Dominos Pizza	Victory Academy
Elton Enterprises IV Inc (Subway)	Wankers Corner Saloon & Cafe
Fred Meyer - Wilsonville	Wendy's
Gandaki Inc (Baskin-Robbins)	Wilsonville High School
Greentree VI Inc (Mcdonalds)	McMenamins Wilsonville Old Church & Pub
Holiday Inn Wilsonville	Wong's Chinese Restaurant
Inza R Wood Middle School	Wow! Burger Of Oregon LLC
Jamba Juice	Zoup!
Lowrie Primary Schools	
Marquis Companies Inc	
Noodles & Company	

ATTACHMENT B



## **Metro Notification Letter and Request for Input to Potentially-Affected Businesses on Business Food-Waste Requirement Policy**

600 NE Grand Ave.  
Portland, OR 97232-2736  
oregonmetro.gov

September 15, 2017

### **NOTICE OF PUBLIC COMMENT OPPORTUNITY: Business Food Scraps Separation Requirement**

I am writing to let you know about a policy which may affect your business and to invite your comments and feedback. This fall, the Metro Council is considering a policy that, if adopted, will **require food service businesses to separate food scraps from garbage for collection**. The policy, if adopted, will be **phased in over 5 years beginning 2019**.

You can view the proposed policy documents on Metro's website by visiting [www.oregonmetro.gov/foodscrapspolicy](http://www.oregonmetro.gov/foodscrapspolicy). If you'd like to receive the documents by mail, please call 503-234-3000 or email [foodscraps@oregonmetro.gov](mailto:foodscraps@oregonmetro.gov) and we will send a copy to you.

#### **Why this proposal?**

Food scraps are the largest single component of the waste our region sends to landfills. Almost 20 percent of what we throw away is food, enough to fill 5,000 long-haul trucks each year. Food scraps are the largest contributors to the creation of methane in a landfill, a potent greenhouse gas. In addition, that food can be put to better use creating energy, fertilizer, and compost to support local agriculture and nurseries. Much of the volume of our region's discarded food comes from restaurants, grocery stores, cafeterias, and other food service businesses.

#### **About the policy**

The policy proposal, if adopted by the Metro Council this fall, will require city and county governments to establish programs that **require food service businesses to separate back-of-house food scraps from other garbage and recycling** for collection. This may affect how your business handles food scraps in the future.

The policy would direct local governments to adopt a phased-in approach that would be implemented from 2019 through 2022. After 2023 Metro may consider not allowing the landfill disposal of large amounts of food. You are receiving this notice because your business may be one of the approximately 3,000 food service businesses in the greater Portland area that may be included in this proposed policy.

If the policy is adopted, you will be contacted by local government staff to let you know when you will need to participate and to assist you with set-up, staff training and other technical assistance. They can also help you with finding ways to prevent food waste as well as setting up food donation programs where appropriate. Although most businesses have the option to do so now, **the earliest any business will be required to begin separating food scraps is March 2019**.

September 15, 2017  
Page 2

**Why now?**

Although there have been voluntary programs for businesses in place in some areas of our region for more than a decade, the greater Portland area only recovers 13 percent of its food waste, a figure that has not changed for six years. To address this, the Metro Council in October 2016 directed staff to develop policy options to reduce the volume of food our region sends to landfills and increase what we recover for better uses.

Metro and local governments have been meeting with representatives of many businesses that may be affected by this policy. We have also been communicating with business associations such as the Oregon Restaurant and Lodging Association, the Northwest Grocery Association, the Northwest Food Processors Association and the Building Owners and Managers Association and area Chambers of Commerce.

**A 30-day written public comment period will be open from September 15, 2017 to October 20, 2017.**

You can submit written comments by going to the Metro website:

**[www.oregonmetro.gov/foodscrapspolicy](http://www.oregonmetro.gov/foodscrapspolicy)**

Following the formal written comment period, an updated policy proposal will be posted on Metro's website and will come before the Metro Council for a public hearing on Thursday, November 30, 2017, beginning at 2 p.m. That public hearing will be held in the Council chamber at Metro Regional Center, 600 NE Grand Avenue, Portland. You are welcome to testify in person and or in writing at this meeting.

If you have questions, please feel free to contact my staff at [foodscraps@oregonmetro.gov](mailto:foodscraps@oregonmetro.gov) or 503-234-3000.

Sincerely,



Paul Slyman  
Director, Property & Environmental Services

**If you have a business in the City of Portland**

Since 2008, Portland has required businesses that process, prepare, cook or sell food to separate their food scraps from garbage before collection. Many Portland businesses are already meeting this requirement. The City of Portland will expand its educational efforts to help even more business properly prepare their food scraps for collection. If you operate a business in Portland that isn't already separating food scraps for collection, you can expect City staff to reach out to you with assistance, beginning with the largest food industry businesses, and continuing over the next 2-3 years. This outreach will follow proposed region-wide compliance timelines and phasing, so if you manage a food-oriented business in Portland and another nearby jurisdiction in the Portland area, the same food scraps collection requirements will apply in both places.

Si necesita asistencia con el idioma, llame al 503-234-3000 (de 8:30 a 5, lunes a viernes).



Metro



# Share your views

The Metro Council wants your comments on ways to keep more food out of landfills.

## Metro Follow-up Notification Postcard and Request for Input to Potentially-Affected Businesses on Business Food-Waste Requirement Policy

### The Metro Council wants your comments on a proposed policy to separate more food scraps from garbage at food service businesses.

Food is the largest component of the garbage that the greater Portland area sends to landfills. In a landfill food decomposes and creates methane, a more potent greenhouse gas than carbon dioxide. Food scraps can be put to better use creating energy, compost and other products that can benefit our environment and our economy.

More than half of the food that the Portland area sends to landfills each year comes from businesses, and much of that comes from restaurants, grocery stores, and others for which food is a central part of their business activity. Bones, coffee grounds, fruit peels, egg shells and other non-edible food items can be kept out of landfills and put to better use.

Later this fall, the Metro Council will consider a food scraps separation policy for certain types of businesses. **Metro welcomes your comments on this proposed policy between Sept. 15 and Oct. 20.**

To learn more and share your views, visit

[oregonmetro.gov/foodscraps](http://oregonmetro.gov/foodscraps)

18033 Printed on recycled-content paper.



## Final Public Comment Report: Business Food Waste Requirement



October 1, 2018

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### BACKGROUND

#### First Comment Period

Between September 15 and October 20, 2017, Metro conducted the first public comment period for the proposed business food waste requirement ordinance and associated administrative rules. Notification letters were sent to more than 2,000 potentially-affected businesses to inform them of the policy and to invite comments. Metro also produced 1,000 public comment postcards for local government partners to hand out to businesses. A Metro News story, published on September 15, also announced the public comment period and provided information on how to submit public comment. This Metro News story was also promoted on Metro's Facebook page ([www.facebook.com/oregonmetro](http://www.facebook.com/oregonmetro)) and Twitter feed (@oregonmetro).

In addition, the Metro web page dedicated to the food scraps project ([www.oregonmetro.gov/foodscraps](http://www.oregonmetro.gov/foodscraps)) provided businesses with information on what types of materials would be included in the program, the types of businesses that would be required to participate, an estimate of the dates businesses would need to be in compliance with any new policy, and a guide designed to help businesses estimate the quantity of food scraps their business likely generates.

Comments were required to be submitted in writing for inclusion in this report. Comments were received primarily through an email address established for the comment period. Comments were also received via U.S. mail, through letters emailed to the Metro Council offices, and through a related Metro News posting on Metro's Facebook page.

#### Second Comment Period

From April 16 through May 15, 2018, Metro conducted a second public comment period to solicit comments on the changes made to the administrative rules noted below.

The region may still have a limited number of facilities that accept commercial food scraps at the time the program is implemented, which might result in increased travel times for haulers delivering collected food scraps. Those times would translate into higher costs that would be passed on to customers. To address this, the administrative rules originally contained a distance waiver, through which Metro would waive the required food scraps collection requirement until a jurisdiction had a food scraps transfer station or processor in relatively close proximity. Following input from the Metro Council at the Council work session in November 2017, **Metro staff developed an alternative approach intended to achieve the same objective as the distance waiver**, but to do so in a way that more strongly advances the intent of the regional food scraps policy and allows all businesses to participate. In addition, the **policy implementation dates were adjusted** forward one year to allow for ample time for collection system development.

The Metro Council held a public hearing on Ordinance 18-1418 on July 12, 2018 and adopted the ordinance on July 26, 2018. The administrative rules were on a separate yet parallel path and a third 30-day review and comment period was held for the rules only as described below.

### **Third Comment Period (Administrative Rules only)**

From August 31 through September 28, 2018, Metro conducted a third public comment period. Due to Council adoption of Ordinance 18-1418, only the administrative rules were included in this final comment round.

Following input from local governments, the solid waste hauling community, businesses, citizens and Metro's Solid Waste Alternatives Advisory Committee, additional changes were made to the administrative rules. The **access to services payments section was amended to directly compensate solid waste haulers** to offset the potential additional cost of delivering food scraps to Metro Central Transfer Station. Previous versions of the rules had these funds paid to local governments. A **provision was added to the access to services payments** to enable companies that haul their own food waste (such as food processors) to qualify for these payments. More specific wording was added to indicate that **schools may include food waste collected from student lunches** and not just from the food preparation phase. Other minor changes were made to wording in order to increase clarity and to update formatting to meet the new Metro standard.

All of the comments received, as well as the comment log with staff response are included with this report as Attachment A.

## **COMMENT SUMMARY**

### **First Comment Period**

At the close of the first comment period, 40 sets of written comments were received:

- 20 were clearly supportive of the mandatory policy
- 1 was opposed
- 11 requested specific edits to the policy or had general concerns and suggestions for changes
- 6 had general questions or were requests for additional information on various topics
- 2 comments were not applicable or neutral
- A fifth-grade class from Sauvie Island Academy also submitted letters; 18 students were in support and 4 were opposed.

The majority of those **in favor** of the policy indicated:

- A mandatory program was overdue and it was a surprise that it was not yet required in such an environmentally progressive region.
- The education and outreach structure and associated funding to support local government technical assistance is important for businesses to be successful.
- It is important to make sure that proper infrastructure is in place for businesses and that there is adequate funding to support implementation success.
- It is the responsible and sustainable thing to do, all businesses should be required to participate and the data support the need for the policy.

The one comment **opposed** to the policy believed that these businesses were already participating in a program and if the service was free, more would participate.

The **concerns** expressed by eleven of the comments included the following:

- Increased costs to businesses already strained by new fees and taxes
- Potential nuisance or health/sanitation issues
- Questions regarding Metro’s legal authority to impose the policy on local governments
- Risk of failure or unintended consequences
- Equity—better understand the burdens on different business communities, especially those with little influence over the policy
- Concerns about timeframe for implementation being too aggressive—should be more flexible
- Critical cost details are still unknown
- Necessary infrastructure for commercial food waste transfer still lacking in the region

### Second Comment Period

At the close of the second comment period, 8 sets of written comments were received:

- 3 were in support of the policy
- 3 supported intent of the policy but had specific concerns about how the access to services funds would be disbursed
- 1 requested that Metro consider a pilot program in one area of the region prior to region-wide implementation
- 1 requested the requirement be expanded to cover multifamily households

### Third Comment Period

At the close of the third comment period, 3 sets of written comments were received:

- All comments supported the intent of the rules
- All comments requested that Metro expedite the development of transfer capacity to better serve the region and that the access to service payments serve only to temporarily bridge the service gaps
- None of the comments suggested specific changes to the rules as written

## AMENDMENTS MADE TO DRAFT POLICY

All comments received during the first comment period were reviewed by the intergovernmental policy team. Those comments that requested **specific changes** to the Administrative Rules were discussed by the team which then determined which comments necessitated changes or clarifications to the draft ordinance and administrative rules documents and what those specific changes should be. The majority of the changes made were to improve clarity and correct inconsistencies in the documents. The revised draft of the ordinance and administrative rules, dated November 8, 2017, which illustrates proposed changes based on the comments during this first period is included as Attachment B.

Comments received during the second comment period were reviewed by Metro staff. The primary changes were to the Access to Services Payments section of the administrative rules—shifting payments to solid waste haulers rather than to local governments and including specific businesses in the payments. The revised draft of the administrative rules, dated August 22, 2018, which illustrates changes based on the comments during this second period is included as Attachment C.

Comments received during the third comment period were reviewed by Metro staff. No substantive changes were made to the draft documents based on the comments received. The final version of the rules is included as Attachment D.

## CONCLUSION

The first round of public comments indicated overall general support for the policy.

- Questions remain regarding the details of the temporary waivers for local government implementation. Staff will need to determine the appropriate criteria and base data, evaluate potential impacts on tons recovered and collection economics, test approaches and revise the rules over time.
- Questions remain regarding the financial impacts of the policy both on local governments and on affected businesses. Metro needs to complete further analysis on the cost impacts including the tip fee that will be charged prior to the effective date of the policy if the ordinance is adopted by the Metro Council. (The policy would take effect on October 26, 2018, if the Metro Council adopts the ordinance on July 26, 2018.)
- Metro should develop and issue guidance documents to bring clarity to specific elements of the Administrative Rules; specifically local government reporting requirements.

The second round of comments echoed the overall support and raised the following:

- Some local governments and the hauling community requested that the access to transfer services payment disbursement method be reconsidered. The preference of the commenters was that the payments be directed to the haulers rather than local governments.
- Questions remained regarding the parameters of how the funds could be used should they be allocated to local governments rather than haulers.

The third round of comments supported the intent of the policy, appreciated the changes made to the access to service payments and reiterated the need for a more transfer options to serve the region.

On September 26, 2018 a public hearing on the draft administrative rules was held in accordance with Metro Code Chapter 5.01.280. The final draft of the administrative rules (AR 5.10-4000 through 4090) will be presented to Metro's Chief Operating Officer for adoption. If adopted, the rules become effective 30 days after adoption unless the Chief Operating Officer specifies a later adoption date.

The complete report, including all attachments can be viewed on the Metro website: [www.oregonmetro.gov/foodscraps](http://www.oregonmetro.gov/foodscraps)



### The values of a regional solid waste system

Through its stewardship of the greater Portland area's garbage and recycling system, Metro seeks to:

- Protect and restore the environment and promote health for all
- Conserve natural resources
- Advance environmental literacy
- Foster economic well-being for all communities
- Ensure operational resilience and adaptability
- Provide excellent service and equitable system access

## Commercial food scraps policy

January 2019



*Food is the largest component of our waste stream. Almost one-fifth of what we send to landfills is food where it decays and creates methane, a potent greenhouse gas. In 2018, the Metro Council adopted a businesses food scraps collection requirement to capture the benefits of turning that material into energy and useful products.*

For more than 10 years, Metro and local communities have taken steps to keep food scraps out of landfills and put them to better use. Programs were established to enable businesses in some areas to voluntarily separate their food scraps from their other garbage and have them collected separately. Those food scraps are converted to compost and energy at facilities near Corvallis.

Today about 1,400 businesses participate in this program voluntarily, but food scraps collection services are not available consistently throughout the greater Portland area, and a tremendous amount of food is still being sent to landfills. In July 2018, the Metro Council adopted a new policy requiring the largest food service businesses to separate their food scraps from other garbage starting in 2020, and smaller food service businesses will be phased into the policy over the following three years. The policy requires city and county governments, which oversee the collection of garbage and recycling, to take actions by July 31, 2019, to ensure that food scraps collection services are available to businesses in their communities starting in 2020.

## Commercial Food Scraps Policy

### Why did the Metro Council adopt a food scraps collection requirement for businesses?

Food is the largest component of our region's garbage: about 18 percent of our overall disposed waste. Businesses are responsible for more than half of that – approximately 100,000 tons of food per year – and food scraps collection services are not offered consistently for businesses throughout the greater Portland area.

Collecting food scraps allows that material to be used to create clean energy as well as compost products that benefit farms, nurseries and gardens. Putting food scraps in the garbage is a missed opportunity to capture these benefits and make the most of this material.

Sending food scraps to the landfill is also an environmental concern. Food scraps are a primary contributor to the production of methane in landfills. Methane has a greenhouse gas impact at least 24 times that of carbon dioxide.

This isn't just a local priority. The state of Oregon recently established a goal to recover 25 percent of wasted food by 2020. In addition, the Oregon Legislature recently amended recycling laws to encourage local governments to increase the recovery of food scraps.

### Which businesses will be affected and how many?

This policy is focused on businesses and organizations that process, cook or sell food and generate large quantities of food scraps: restaurants, grocery stores, food manufacturers and processors, hospitals, hotels, nursing homes, colleges and universities, K-12 schools, catering, corporate cafeterias and others.

The quantity of food waste a business generates determines whether that business is subject to the policy and when it must begin separating its food scraps from its other garbage. (See estimation guide on page 5.)

This policy will be phased in over a period of four years and affect about 3,000 businesses in the food industry in the greater Portland area.

### How will this policy be implemented?

This policy will be implemented in three phases:

- Beginning on March 31, 2020, businesses that generate 1,000 pounds or more of food scraps (the equivalent of four 60-gallon roll carts) per week will be required to separate their food scraps for collection.
- Beginning on March 31, 2021, businesses that generate 500 pounds or more of food scraps (the equivalent of two 60-gallon roll carts) per week will be required to separate their food scraps for collection.
- Beginning on Sept. 30, 2022, businesses that generate 250 pounds or more of food scraps (the equivalent of one 60-gallon roll cart) per week, along with K-12 schools, will be required to separate their food scraps for collection.

Businesses that generate less than 250 pounds of food scraps per week will not be required to separate their food scraps from their garbage, but they may do so voluntarily.

## Commercial Food Scraps Policy

### How will businesses implement a food scraps collection requirement?

Although this program does not add any new material to a business' existing garbage system, it will change how materials are separated and collected indoors by staff and outside by garbage haulers. Businesses are already required to have systems to recycle paper and plastic, metal and glass containers. This requirement would add food scraps to the list for food service businesses.

Implementing a new collection practice presents an opportunity to make sure the collection service fits a business' needs. Some businesses may identify opportunities to reduce or prevent food waste, donate good food or reduce the size of garbage containers.

On-site assistance will be provided by city and county recycling staff to help businesses find the most efficient and effective approach. Assistance will be designed to help ease the transition to new food scraps collection practices through staff trainings, follow-up visits, problem-solving and resources such as collection containers and educational materials.

### What will it cost?

Costs will vary by business and by community. Some businesses may see cost increases with the added service of food scraps collection. Some businesses may see no increase or find savings by using smaller garbage containers or employing other waste prevention strategies. In some communities food scraps collection services, like recycling, may be included in one combined overall solid waste rate.

Metro is providing some garbage haulers with funding to mitigate increased costs of collecting and transporting food scraps so as to minimize the impacts on customers' rates.

### What do businesses think?

In the three years leading up to the adoption of this regional policy, Metro staff met with food industry businesses, trade association leaders and local government partners to inform our planning process and design a system to best meet the needs of businesses and local governments.

In September 2016, a series of interviews and surveys were conducted with businesses in the region outside of Portland. Interviews included businesses currently participating in food scraps collection, businesses that previously participated but stopped, and those that were offered the service but declined it.

- Nearly 45 percent of businesses were in favor of a mandatory collection program that had all businesses participating; 15 percent had no strong concerns and would comply if required; 30 percent had some concerns about how it would work but were not opposed; and 10 percent were opposed.
- On-site assistance, containers and training materials provided by county and city government staff were highly valued by participants.
- Cost neutrality, space constraints, labor and concerns about cleanliness were biggest concerns for non-participants.
- Most commonly businesses said they wanted to reduce the garbage sent to the landfill and do something good for the environment. Saving money was not a sole consideration, but keeping costs close to neutral was important.

## Commercial Food Scraps Policy

### **Do other communities have mandatory programs like the one the Metro Council adopted?**

Yes. There are six states and 13 municipalities that have some sort of mandatory food scraps collection program or a ban on the disposal of food in a landfill. Metro learned a lot from studying these other programs. Aside from the environmental benefits, many programs have also seen other positive trends such as increased donations of good food to food banks.

### **Shouldn't businesses donate food instead?**

Yes. Good food that has been stored properly and is fit for human consumption should be donated. However most food service businesses have other food scraps such as trimmings, bones, shells, coffee grounds, food preparation waste and plate scrapings that are not edible and cannot be donated. Those food scraps are the focus of Metro's policy.

The prevention of food waste and the donation of edible food are and will continue to be Metro's highest priority. City and county recycling staff can help businesses set up donation and waste prevention programs while assisting with food scraps collection.

### **What about residential food scraps collection?**

The focus right now is on recovering those concentrated amounts of food scraps coming from businesses where the quantities of food scraps are the greatest. This does not detract from the importance of keeping more food scraps out of the landfill. Metro supports, but does not require, efforts of local communities to collect food scraps with yard debris from homes for composting.

### **Who can I contact if I have further questions?**

Please contact Pam Peck at [pam.peck@oregonmetro.gov](mailto:pam.peck@oregonmetro.gov) or Jennifer Erickson at [jennifer.erickson@oregonmetro.gov](mailto:jennifer.erickson@oregonmetro.gov) if you have questions that are not addressed here. More information is also available on Metro's website at [oregonmetro.gov/foodscraps](https://www.oregonmetro.gov/foodscraps).

### **How can a business know or find out how much food waste it generates?**

A calculator tool on the Metro website can help a business estimate the quantity of food scraps they generate. <https://www.oregonmetro.gov/food-scraps-policy>

## Clackamas County Sustainability Division Review of Food-Scraps Generating Businesses in Each City of County

Clackamas County Sustainability Division worked with Metro and solid-waste haulers to estimate the number of potentially impacted businesses by city and then sorted by group (business size).

Jurisdiction	Group 1	Group 2	Group 3	TOTAL	Currently participating
Gladstone	3	30	30	6	1
Happy Valley	5	30	30	10	8
Lake Oswego	15-30	30	30	45	33, inc. 10 schools
Milwaukie	8-10	30	30	18	13
Oregon City	15-20	40-60	40-60	35	8
West Linn	10-12	14-30	15-20	22	9
Wilsonville	15-20	40-50	15-20	35	11
Unincorporated County	40-60	40-60	40	100	42

### Wilsonville Businesses Participating in Pilot Program

A total of 11 Wilsonville businesses are participating in a pilot program for commercial food-scrap collection.

#### Grocery Stores

- Costco Wholesale
- Fred Meyer
- Safeway

#### Major Employers / Institutions

- Siemens Mentor Graphics (Bon Appetit food-service)
- Coffee Creek Correctional Facility, Oregon Dept. of Corrections
- Collins Aerospace
- Eaton Corporation
- ESS Inc.
- Swire Coca-Cola, USA

#### Restaurants

- Cafe Yumm! - Wilsonville
- McMenamins Old Church Pub - Wilsonville

## ATTACHMENT B COMPOSTING. IT'S GOOD FOR BUSINESS!

Food scraps collection service is available in your area. Join other businesses in local efforts to reduce waste and keep food out of the landfill.

A Clackamas County Sustainability Advisor can provide free personalized assistance, staff training, indoor collection containers, signage, and stickers to help you make this adoption process smooth.

### *Why collect your food scraps?*

- Reduce food costs by tracking food waste caused by over-ordering and over-production.
- Keep food out of the landfill, preventing green-house gas pollution.
- Support local production of electricity and fertilizer.
- Build stronger connections with like-minded customers.
- Composting is a full-circle system, creating food from food within our communities.

**NO!**

- Liquids, grease or cooking oil
- Plastic or Styrofoam
- Glass
- Metal
- Garbage
- Waxed cardboard
- To-go containers



**¡NO!**

- Líquidos, grasa o aceite de cocinar
- Plástico o Poliestireno
- Vidrio
- Metales
- Basura
- Carton encerado
- Recipientes para llevar comida



For more information or to schedule a visit:  
(503) 742-4458 | [lis@clackamas.us](mailto:lis@clackamas.us)

## FOOD DONATION

Donating food is a great way to ensure the edible food you cannot use goes to families or individuals in need. Not only is this the best and highest use for unwanted food, it is also tax deductible, and food donors are protected by Good Samaritan laws.

A Clackamas County Sustainability Advisor can work with your business to help you find organizations in your community, set up a program, and train staff.

### *Why donate food?*

- Feed hungry people in your community.
- Keep edible food out of the landfill and avoid costly disposal fees.
- Qualify for tax deductions.
- Build stronger relationships with customers, your community, and local organizations.



Gleaners of Clackamas County

For more information or to schedule a visit:  
(503) 742-4458 | [lis@clackamas.us](mailto:lis@clackamas.us)





## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> July 15, 2019	<b>Subject: Resolution No. 2758</b> A Resolution of the City of Wilsonville Adopting the FY 2019/20 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy and Half-Year FY 2019/20 Tourism Promotion & Destination Marketing Services Plan.  <b>Staff Member:</b> Mark Ottenad, Public/Government Affairs Director; Mike McCarty, Parks & Recreation Director  <b>Departments:</b> Administration; Park and Recreation	
<b>Action Required</b>	<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input checked="" type="checkbox"/> Resolution Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable  <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Staff recommends that Council adopt Resolution No. 2758.		
<b>Recommended Language for Motion:</b> I move to approve Resolution No. 2758.		
<b>Project / Issue Relates To:</b>		
<input checked="" type="checkbox"/> Council Goals/Priorities	<input checked="" type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable

### ISSUE BEFORE COUNCIL:

Adoption of resolution approving proposed FY 2019/20 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy and the Half-Year FY 2019/20 Tourism Promotion & Destination Marketing Services Plan.

## **EXECUTIVE SUMMARY:**

The Tourism Promotion Committee unanimously recommended, on May 21, 2019, adoption by Council of FY 2019/20 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy and the implementing FY 2019/20 Tourism Promotion & Destination Marketing Services Plan.

As City staff was preparing to bring to Council for adoption Resolution No. 2758 on June 17, 2019, the City was informed that the contracted tourism-promotion consultant firm that devised the FY 2019/20 Tourism Promotion & Destination Marketing Services Plan, Vertigo Marketing LLC, was dissolving. In order to honor the work of the Tourism Promotion Committee and maintain momentum of the “Explore Wilsonville” tourism-promotion marketing effort, City staff recommended, and Tourism Promotion Committee chairs agreed, that a half-year marketing plan covering July 1 through December 31, 2019, was better than no plan or “pulling the plug.”

The City invited the two principals of Vertigo Marketing who had composed the FY 2019/20 Tourism Promotion & Destination Marketing Services Plan approved by the Committee to submit proposals to implement half of the originally planned marketing program for the first six-month period rather than a full year. Thus, City staff are bringing forward a “Half-Year” FY 2019/20 Tourism Promotion & Destination Marketing Services Plan that covers the first half of the 2019/20 fiscal year. The City intends at this time to go out this summer with an RFP for tourism-promotion marketing services, conduct review with the Tourism Promotion Committee during the fall and sign a new contract for the remainder of FY 2019/20, January 1 through June 30, 2020, with options for additional renewals.

After careful consideration, Tourism Promotion Committee chairs, City Councilor and staff developed a consensus recommendation to select the proposal by Velocity Tourism LLC as in the best interest of the City’s ability to timely advance the tourism promotion program in a high-quality format. Committee Chair Darren Harmon cited specifically the strong team that Velocity Tourism had assembled as a key factor.

The FY 2019/20 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy is known by the shorthand “1/5-Year Action/Implementation Plan” or also just the “Tourism promotion business plan.” This plan summarizes the past year’s tourism promotion program, provides a longer-range five-year plan, and details specific components and activities for the upcoming 2019/20 fiscal year.

Of note this year is the Plan’s endorsement of proposed Parks & Recreation feasibility assessment and accompanying pro-forma for a hybrid, indoor, multi-use facility aimed at drawing sports tournaments, conferences and other events to Wilsonville, particularly during the slower, lower-demand ‘shoulder season’ months of October through April. The envisioned facility would be capable of handling court sport tournaments (basketball, volleyball, etc.), conferences, trade shows, performing arts and live entertainment, and could include an overnight lodging option if shown to be relevant to success of a multi-use facility. This project was suggested in the original 2014 Tourism Development Strategy and is one of four long-term, special study projects named in each of the past three “1/5-Year Action/Implementation Plans.”

The “1/5-Year Action/Implementation Plan” or “Tourism promotion business plan” is then implemented by a corresponding tourism promotion marketing plan, now formally titled the Tourism Promotion & Destination Marketing Services Plan. This plan includes a Scope of Work that provides extensive details and information on specific marketing promotion programs are utilized by the Explore Wilsonville tourism promotion program.

**Additional Consideration**

The Tourism Promotion Committee also seeks to communicate to City Council appreciation for the Council’s support of fledgling tourism promotion program and to support Council’s consideration of adding a City staff position, a “Tourism Affairs & Cultural Affairs Coordinator,” who would provide additional resources to the tourism promotion program. A memo from the Committee to the Council is appended to this staff report.

**Background Information**

The year 2019 marks the fourth, rolling version of the Tourism promotion business plan, which is updated annually as required by Resolution No. 2541 that created the City’s tourism promotion program and formed the Tourism Promotion Committee. Essentially, this update to the Tourism promotion business plan continues to advance the longer-term five-year strategy of the action plan. That is, the short-term one-year implementation plan seeks to advance the top priorities of the larger five-year action plan.

The FY 2019/20 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy lists Tourism Promotion Committee Members and Committee Meetings, summarizes the past year’s accomplishments and lays out a longer-range five-year action plan and a short-term annual one-year implementation plan for FY 2019/20.

**EXPECTED RESULTS:**

The City’s Explore Wilsonville tourism-promotion program continues to operate during the first six months of FY 2019/20.

**TIMELINE:**

The City’s Explore Wilsonville tourism promotion program continues operation through December 31, 2019.

**CURRENT YEAR BUDGET IMPACTS:**

The proposed Half-Year FY 2019/20 Tourism Promotion & Destination Marketing Services Plan is within budget. The City’s FY 2019/20 total Park & Recreation Tourism budget includes \$200,000 for tourism promotion, \$25,000 for the City’s tourism matching grant program, and \$100,000 for the feasibility assessment of a hybrid, indoor, multi-use facility. Adoption of Resolution No. 2758 authorizes expenditure of half (\$100,000) of the total \$200,000 budgeted for tourism promotion.

**FINANCIAL REVIEW / COMMENT:**

Reviewed by: CAR      Date: 6/28/2019

**LEGAL REVIEW / COMMENT:**

Reviewed by: ARGH      Date: 7/2/2019

**COMMUNITY INVOLVEMENT PROCESS:**

Development of the underlying Tourism Development Strategy had considerable public engagement during the 2013/14 timeframe that included participation by a large citizen task force and interviews/surveys with residents and tourism stakeholders. Subsequently, the Tourism Promotion Committee has overseen development of three annual business plans, adopted by Council, and supervision of the City's community tourism matching grant program.

**CITY MANAGER COMMENT:**

City Council adoption of Resolution No. 2758 for the FY 2019/20 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy and the implementing a Half-Year FY 2019/20 Tourism Promotion & Destination Marketing Services Plan appears to be in alignment with and advance both the Tourism Development Strategy adopted by Council in May 2014 and new City Council Goals adopted in May 2019.

**ATTACHMENTS:**

- A. Resolution No. 2758
  - 1. FY 2019/20 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy, May 21, 2019
  - 2. Professional Services Agreement to implement the Scope of Work outlined in the Half-Year FY 2019/20 Tourism Promotion & Destination Marketing Services Plan (for FY 2019 Q3 & Q4).
- B. Continuation of Services Proposal for FY 2019 Q3 & Q4 City of Wilsonville Tourism Promotion & Destination Marketing Services Plan by Velocity Tourism, LLC
- C. Memo from Tourism Promotion Committee to City Council, RE: Dedicated Staffing Resource for Tourism Promotion Program
- D. Sample Tourism Development and Operations Consultant Contractor quarterly report to the Tourism Promotion Committee, Q1 2019 Wilsonville Tourism Advertising and Marketing Services Report by Vertigo Marketing LLC.

**RESOLUTION NO. 2758****A RESOLUTION OF THE CITY OF WILSONVILLE ADOPTING THE FY 2019/20 FIVE-YEAR ACTION PLAN AND ANNUAL ONE-YEAR IMPLEMENTATION PLAN FOR THE WILSONVILLE TOURISM DEVELOPMENT STRATEGY AND HALF-YEAR FY 2019/20 TOURISM PROMOTION & DESTINATION MARKETING SERVICES PLAN.**

WHEREAS, the City Council adopted on May 5, 2014, Resolution No. 2468 approving the *Wilsonville Tourism Development Strategy* (“Strategy”), which set forth a blueprint for implementing a tourism strategy for the greater Wilsonville community, including forming a Destination Marketing Organization (DMO) or committee to develop and promote tourism; and

WHEREAS, the City Council adopted on June 15, 2015, Resolution No. 2541 to establish the Tourism Promotion Committee that, among other duties, is to oversee the implementation of the Strategy and develop an annual business plan; and

WHEREAS, the City Council adopted on April 4, 2016, the first annual *FY 2016/17 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy* (“Plan”), a business plan for the tourism promotion program; and

WHEREAS, the City Council adopted on June 19, 2017, the second annual rolling *FY 2017/18 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy* (“Plan”), a business plan for the tourism promotion program; and

WHEREAS, as part of the implementation of the Plan, the City undertook a competitive formal procurement process in 2017 to contract with a tourism development and operations consultant with an option for two (2) one-year contract extensions, and upon completion of the formal procurement process, the City awarded the contract to Vertigo Marketing, LLC; and

WHEREAS, the City Council adopted on Feb. 22, 2018, Resolution No. 2669, which approved the *FY 2017/18 & 18/19 Tourism Promotion Marketing Plan* composed of the “FY 2017/18 & 18/19 Marketing Playbook” Plan, dated February 2018, and supporting “Scope of Work 2018/2019 Advertising & Marketing Services,” dated January 19, 2018, to implement the *Wilsonville Tourism Development Strategy*; and;

WHEREAS, the City Council adopted on March 19, 2018, Resolution No. 2681 that approved a Tourism Advertising and Marketing Services Professional Services Agreement that exercised a first one-year contract extension with a tourism operations and marketing development consultant that supports implementation Resolution No. 2669; and

WHEREAS, the City Council adopted on July 16, 2018, Resolution No. 2699 the third annual rolling *FY 2018/19 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy* (“Plan”), a business plan for the tourism promotion program; and

WHEREAS, the Tourism Promotion Committee fulfilled, during FY 2018/19, all of the requirements set forth in the founding charter of the Tourism Promotion Committee as described in Resolution No. 2468; and

WHEREAS, the Tourism Promotion Committee worked to produce and voted unanimously on May 21, 2019, to recommend to the City Council adoption of the updated, fourth annual rolling *FY 2019/20 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy*, a business plan for the tourism promotion program; and

WHEREAS, the Tourism Promotion Committee worked with the tourism operations and marketing development consultant to develop and refine a tourism promotion marketing plan and voted unanimously on May 21, 2019, to recommend to the City Council adoption of a professional services agreement to implement the updated FY 2019/20 Tourism Promotion & Destination Marketing Services Plan; and

WHEREAS, the tourism-promotion marketing contractor, Vertigo Marketing, LLC, announced to City in early June 2019 that the firm was dissolving and would be unable to provide desired tourism-promotion marketing services for FY19/20; and

WHEREAS, the City and Tourism Promotion Committee timely seek to continue the momentum of the “Explore Wilsonville” tourism-promotion program and invited and received proposals from the principals of Vertigo Marketing, LLC, who composed the FY 2019/20 Tourism Promotion & Destination Marketing Services Plan approved the Committee, to implement an abbreviated, six-month FY 2019/20 Tourism Promotion & Destination Marketing Services Plan for the period of July 1 through December 31, 2019; and

WHEREAS, the City and chairs of the Tourism Promotion Committee believe that the proposal by Velocity Tourism, LLC, provides the needed tourism-promotion marketing services by City and is in the best interest of the City to continue the tourism-promotion program;

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

1. The City Council adopts *FY 2019/20 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy*, attached hereto as Exhibit 1.
2. The City Council approves and authorizes the City Manager to execute on behalf of the City of Wilsonville a Professional Services Agreement with Velocity Tourism, LLC, to implement the Scope of Work outlined in the Half-Year FY 2019/20 Tourism Promotion & Destination Marketing Services Plan within the tourism operations and marketing development consultant scope, in substantially similar form to the Professional Services Agreement attached hereto as Exhibit 2 with the term of the agreement ending on December 31, 2019, with a contract payment is not to exceed \$100,000.00.
3. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 15<sup>th</sup> day of July, 2019, and filed with the Wilsonville City Recorder this date.

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Tim Knapp, Mayor

ATTEST:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Akervall

Councilor Stevens

Councilor Lehan  
Councilor West

Exhibits:

1. FY 2019/20 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy, May 21, 2019
2. Professional Services Agreement to implement the Scope of Work outlined in the Half-Year FY 2019/20 Tourism Promotion & Destination Marketing Services Plan



# FY 2019/20 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy



May 21, 2019

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## A. Introduction

The Wilsonville Tourism Promotion Committee on May 21, 2019, recommended for adoption to the City Council the fourth rolling Five-Year Action Plan and Annual One-Year Implementation Plan (also known as the “1/5-Year Action/Implementation Plan”) for FY 2019/20. Each year, the committee updates the plan to account for work accomplished during the prior year and to plan for the following year-plus time period.

Members of the committee have worked diligently to advance the objectives of the Council as outlined in the past year’s FY 2018/19 Five-Year Action Plan and Annual One-Year Implementation Plan; Resolution No. 2541 (2015), which created the City’s Tourism Promotion Program; and the *Wilsonville Tourism Development Strategy* adopted by Council in May 2014.

## B. Tourism Promotion Committee Members

Housed in the Parks and Recreation Department with support from the City Manager’s Office, the Wilsonville Tourism Promotion Committee is composed of the 11 members total, with seven voting positions and five ex-officio advisory positions, as established by Resolution No. 2541, sorted descending alphabetically by last name.

The seven voting members of the committee include:

- **Jeff Brown:** General Manager of Hotel Eastlund, Portland; reappointed to Position No. 3 in August 2017 to full three-year term ending 6/30/20.
- **Darren Harmon, Chair:** General Manager of Family Fun Center; reappointed to Position No. 5 in August 2018 to full three-year term ending 6/30/21.
- **Al Levit:** Retired resident, former bike club coordinator and former City of Wilsonville Planning Commissioner; reappointed to Position No. 4 in August 2017 to full three-year term ending 6/30/20.
- **David Stead:** General Manager of Langdon Farms Golf Club; reappointed to Position No. 6 in August 2018 to full three-year term ending 6/30/21; resigned April 2019; position recruitment under way.
- **Brandon Roben:** CEO of Oaks Amusement Park, Portland; appointed mid-term in December 2017 to Position No. 2 with term ending 6/30/19; has applied for reappointment to term ending 6/30/22.
- **Dave Pearson, Vice-Chair:** Executive Director, World of Speed Motorsports Museum; appointed mid-term in January 2018 to Position No. 1 with term ending 6/30/19; has applied for reappointment to term ending 6/30/22.
- **Beth Price:** Director of Sales and Marketing for Holiday Inn Hotel & Convention Center Portland South/Wilsonville; appointed mid-term in March 2019 to Position No. 7 with term ending 6/30/2021.

The committee includes five non-voting, ex-officio advisory members composed of:

- **Clackamas County Tourism and Cultural Affairs**, dba Oregon’s Mt Hood Territory: Danielle Cowan, Executive Director, or designee, including Samara Phelps, Tourism Development Lead; or Jim Austin, Community Relations Lead.

- **Washington County Visitors Association (WCVA):** Carolyn McCormick, President/CEO, or designee Sylke Neal-Finnegan, Vice President of Marketing & Communications.
- **Wilsonville Area Chamber of Commerce:** Kevin Ferrasci O'Malley, CEO.
- **City of Wilsonville Parks and Recreation Dept.** Mike McCarty, Director, or designee Brian Stevenson, Recreation Manager; or Erica Behler, Recreation Coordinator.
- **City of Wilsonville City Council:** Councilor Charlotte Lehan, who also serves as the City Council liaison to the committee.

### C. Committee Meetings

The committee met on six occasions in FY 2018-19, surpassing the minimum required four meetings per fiscal year pursuant to Resolution No. 2541. Meeting of the committee were held on Sept. 21, Nov. 20, and Dec. 20, 2018; and Feb. 21, March 21 and May 21, 2019. A meeting held on April 11, 2019, did not constitute a quorum for committee action.

### D. Advancing Tourism Development Priorities

The Committee continued to work on the Top-16 priorities, as determined by the committee during the first year of work during FY15/16, of 50 total potential 'actions for success' outlined in the *Tourism Development Strategy* adopted by Council in May 2014.

#### **Tourism Development Strategy: Top Priorities and "Themed Issues" for Additional Work**

Strategy No.	Strategy Title / Description
1.1	Establish an Independent 501 (c) (6) Not-for-Profit DMO to be named Visit Wilsonville, now Explore Wilsonville. <i>[Create the organizational framework]</i>
1.3	Increase the Allocation of the Hotel/Motel Transient Lodging Tax (TLT).
1.5	Review Wilsonville Tourism Grants Program.
1.7	Initiate ongoing partnership and relationship-building programs.
2.1	Develop a destination branding strategy for Wilsonville.
5.1	Establish a stand-alone Wilsonville tourism website.
5.2	Introduce an ongoing internet marketing campaign.
5.3	Develop social media programs relevant to key markets.
5.4	Develop database and email marketing programs.
5.5	Optimize the online use of video.
5.6	Optimize linking strategies.
5.11	Develop and maintain a library of high-quality images and videos.
5.12	Optimize the use of website and social media analytics.
5.13	Develop an active content management and co-op marketing program.
5.14	Increase public awareness of the benefits of tourism.
5.16	Conduct ongoing visitor-satisfaction research.

## E. Past Year's Accomplishments, FY 2018/19

The Tourism Promotion Committee had a successful year, advancing key objectives as set-out in the prior fiscal year's plan, the FY 2018/19 Five-Year Action Plan and Annual One-Year Implementation Plan adopted by the City Council through Resolution No. 2699 on July 16, 2018. Following is an accounting of accomplishments achieved towards meeting FY18/19 objectives.

- **Recruit to fill all voting positions for the Tourism Promotion Committee.**

In March 2019, the committee membership reached full voting membership participation with appointment of Beth Price to Position No. 7, which had been vacant during the fiscal year.

- **Elect chair/vice-chair leadership positions.**

Darren Harmon was elected as Chair and Dave Pearson as Vice Chair during the first meeting of the new fiscal year in September 2018.

- **Committee continues to oversee tourism grant programs.**

The Committee oversaw the tourism grant review and award process for both the City of Wilsonville Community Tourism Matching Grant program and the Clackamas County Tourism Community Partnership Program.

In March 2019, the committee reviewed grant applications, interviewed applicants and awarded a total of \$45,000 in grants to assist seven local organizations in hosting events and attractions that attract visitors.

### *City of Wilsonville Community Tourism Grant Awards — \$25,000*

- *Fun in the Park*: \$9,000 to produce the 18th annual Fun in the Park festival on Aug. 3.
- *Brews for Community*: \$5,000 to produce the Wilsonville Brewfest summer event showcasing Oregon breweries on Aug. 10.
- *Wilsonville Arts & Culture Council*: \$5,000 for hosting the Wilsonville Festival of the Arts on June 1-2.
- *Wilsonville Rotary Foundation*: \$4,000 to support Wilsonville Rotary's production of a four-show Summer Concert Series, July 18-Aug. 8.
- *Wilsonville Bicycle Events*: \$2,000 to produce the Salmon Cycling Classic, a bike ride/dinner event on June 29 to support construction of a bike/pedestrian bridge over I-5.

### *Clackamas County Tourism Community Partnership Program Grant Awards — \$20,000*

- *Wilsonville Bicycle Events*: \$12,500 to provide event advertising and marketing support for the June 29 Salmon Cycling Classic event, which begins and ends at Memorial Park and includes 50K, 60K and 80K courses.
- *MeSheWe Run*: \$5,000 to provide marketing support for an untimed women's running event in Wilsonville on June 1 that offers participants a half-marathon, 10k or team relay run.
- *Wilsonville Lacrosse*: \$2,500 for marketing and additional support for Wilsonville Lacrosse to support the "Battle at the Bridge" youth lacrosse tournament at Wilsonville High School on June 8.

- **Tourism Development and Operations Consultant contractor advances components of the Tourism Promotion Marketing Plan.**

The Tourism Development and Operations Consultant contractor worked closely with the committee over the course of several months to develop an integrated Tourism Promotion Marketing Plan, which is composed of:

1. The overarching FY17/18 & 18/19 “Marketing Playbook” dated February 2018; and
2. The implementing Scope of Work for specific Advertising & Marketing Services dated January 19, 2018.

The “Marketing Playbook” Plan, was approved by the Committee on January 30, 2018, to guide tourism promotion efforts through FY 2018/19. This marketing plan includes background information on tourism’s economic impact of visitor expenditures, a plan for tourism promotion for Wilsonville using print and online advertising, a set of goals and objectives, a Strength-Weaknesses-Opportunities-Threat (SWOT) analysis, metrics of success, a logo and style branding guide and ad campaigns and media buys.

The Tourism Development and Operations Consultant contractor also developed a scope of work for specific Advertising & Marketing Services that implements the overarching “Marketing Playbook” Plan. The Advertising and Marketing Services Scope of Work was approved by the Tourism Promotion Committee on December 12, 2017, and subsequently amended in part on January 19, 2018, for the remainder of FY 17/18 and all of FY 18/19.

The Tourism Promotion Marketing Plan was adopted by the City Council under Resolution No. 2669 on Feb. 22, 2018, and the implementing Advertising & Marketing Services professional services agreement under Resolution No. 2681 on March 19, 2018.

- **The committee monitors implementation of the Tourism Promotion Marketing Plan, including features and operation of the tourism website.**
- **Internet/website and social media products are researched and reviewed by staff/contractor with committee to target product recommendation and selection.**

The committee has been instrumental in both monitoring the implementation of the larger marketing plan, and also specifically the [www.ExploreWilsonville.com](http://www.ExploreWilsonville.com) website. Committee members have made along the way key observations and recommendations for improvement of the marketing plan and website.

The Tourism Development and Operations Consultant contractor developed and launched a new marketing campaign during 2018 that includes a new brand and tagline, “A Pocket (of Fun),” an extensive website, [www.ExploreWilsonville.com](http://www.ExploreWilsonville.com), and a “Pocket Trip” set of visitor guides promoting a variety of themed day trips within a 25-mile radius that feature Wilsonville as the base from which to explore regional attractions.

Committee members suggested potential destinations, and the Tourism Development and Operations Consultant contractor conducted additional research to devise a variety of pre-planned itineraries that revolve around a particular interest or activity.

A total of 12 themed “Pocket Trip” categories include detailed stories with suggested itineraries featuring things to do in and around the Wilsonville area, ranging from “Plan a Family Fun Day in Wilsonville” to “Frolicking Through French Prairie” to “A Day on the Willamette River.”

The 12 current “Pocket Trip” themes are:

- |                       |                                |
|-----------------------|--------------------------------|
| 1. Eat & Drink        | 7. Outside Fun                 |
| 2. Family Time        | 8. Art & Music                 |
| 3. Shopper’s Delight  | 9. A Lil’ Bit of Country       |
| 4. Farmlandia Fun     | 10. Finer Things               |
| 5. History & Heritage | 11. Unique Meeting Spots       |
| 6. Inside Fun         | 12. Build-Your-Own Pocket Trip |

The tourism website, ExploreWilsonville.com, has continued to be revised and updated. The Tourism Development and Operations Consultant contractor completed a re-design of the website in September 2018. Major revisions to the website include creating and populating custom directories of events, hospitality businesses and tourism attractions (rather than using outside commercial sites like Yelp.com) that provide greater functionality and also a consistent style and look based on the adopted Marketing Playbook.

As part of the process to develop marketing collateral, the Tourism Development and Operations Consultant contractor retained professional models and photographers for several picture-taking sessions at Wilsonville-area attractions and events. This process provided Explore Wilsonville with high-quality, original photos that are free of license fees and other royalty payments and have not been used by others.

- **Committee develops evaluation criteria for Consultant work performance and Benchmark tourism metrics to establish baseline for future quarterly reports.**

The committee is currently in the process of working with the Tourism Development and Operations Consultant contractor to develop a standardized quarterly report with specific performance metrics. The committee is looking at various metrics to measure Explore Wilsonville’s success at effectively promoting the brand and Wilsonville as a visitor’s destination, increasing website and social media traffic, generating leads for follow-up, growing overall lodging occupancy and revenue, and ultimately increasing the generation of transient lodging tax to the City.

The Tourism Development and Operations Consultant contractor commenced a subscription for the City to Smith Travel Research (STR), which provides monthly overnight lodging industry metrics on occupancy and revenue based on aggregated data of participating hotels and motels. In addition to obtaining STR data for Wilsonville lodging properties, the committee worked with the Tourism Development and Operations Consultant contractor to identify a ‘comparable’ market, Troutdale, by which to compare Wilsonville’s metrics.

The Tourism Development and Operations Consultant contractor is also working with the Finance Department to obtain regular, quarterly reports of transient lodging tax revenue. The City’s lodging tax collection data is generally available on quarterly basis one month after the close of the quarter.

- **New tourism promotional programs are implemented with key partners.**

The Tourism Development and Operations Consultant contractor is working with regional/state tourism partners for marketing promotion efforts, including Travel Oregon, Travel Portland, Clackamas County Tourism and Cultural Affairs (dba Oregon’s Mt. Hood Territory) and

Washington County Visitors Assn. These joint efforts include purchase of print and online advertising and sharing of travel research.

Additionally, the Tourism Development and Operations Consultant contractor is working with private vendors such as AAA and Sunset Magazine to place advertisements in print and online products that also generate lead-requests for information about visiting Wilsonville.

The Tourism Development and Operations Consultant contractor worked with Parks and Recreation Administration staff to develop fulfillment procedures for lead requests that involved mailing Pocket Trips brochures and responding verbally and in writing to visitor-information requests.

- **Committee develops and recommends to City Council for adoption the update to the FY 18/19 Five-Year Action Plan and Annual One-Year Implementation Plan.**

The committee developed and recommended to City Council adoption of the FY18/19 update to the tourism business plan known as the FY18/19 Five-Year Action Plan and Annual One-Year Implementation Plan (also known as the “1/5-Year Action/Implementation Plan”). The Council adopted this plan through Resolution No. 2699 on July 16, 2018.

- **The visitor profile study (item G 3.1) is to completed and results analyzed by the end of June 2019; consideration is given to modifying components of the Tourism Promotion Marketing Promotion Plan based on results of the survey**

The City budgeted an additional \$60,000 to undertake the Visitor Profile Study project in FY18-19. The City contracted with the Tourism Development and Operations Consultant contractor to work with subcontractor RRC Associates, which City Parks and Recreation Department has use previously for other parks studies that fed into parks master plans. The Tourism Development and Operations Consultant contractor and RRC Associates worked together to strategize with committee members for questions and locations for on-site intercept questionnaires of visitors to Wilsonville-area attractions and events.

The Visitor Profile Survey is composed of two components:

1. Summer months survey that occurred April through September 2018
2. Winter months survey that is occurring November 2018 through April 2019.

The final, cross-tabulated results and report of the summer survey was released in December 2018; the winter survey is anticipated to be released initially as raw data in May 2019 and a final summer and winter surveys report in June 2019.

The summer survey has provided significant insight and confirmation of key components of the May 2014 *Tourism Development Strategy* and the subsequent marketing-promotion plans developed by the committee and the Tourism Development and Operations Consultant contractor Vertigo Marketing. Some of the key take-aways include: Higher-than-average visitor income for visitors to Wilsonville compared to the state average; Families with children compose a significant percentage of visitors (54%), confirming a focus to promote family-oriented activities; and the 35- to 44-year-old demographic comprises the largest share of overnight visitors.

- **The committee advances a feasibility study for all-weather or indoor, multi-purpose athletic facility (item G 3.2) this year or next.**

EXHIBIT 1

Wilsonville Tourism Promotion Committee  
FY 2019/20 Five-Year Action Plan and Annual One-Year Implementation Plan

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May 21, 2019

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The committee, staff and consultants' plates were full, and this next study was tabled until the following fiscal year, FY19-20.

- **Committee monitors and participates in Town Center Plan redevelopment effort.**

The committee monitored and participated in providing feedback to the Planning Division on the Town Center Plan redevelopment effort. Members of the committee were invited to Town Center Plan meetings, including a major conference held with businesses and developers at the Town Center movie theatre on October 11, 2018.

## F. Five-Year Action Plan for Tourism Development: FY2019/20 – FY2023/24

The longer-range five-year plan recommended by the committee focuses on developing the organizational infrastructure, advancing the marketing/promotion program for Explore Wilsonville tourism-development efforts, and researching larger study-efforts to advance tourism such as the visitor profile survey.

This third, rolling annual one-year implementation action plan follows directly from the committee's review of the most-pressing, "Top Priorities." While the committee recognizes that adjustments are to be made to the longer-range plan via annual 'course corrections,' the five-year plan is outlined below in fiscal years, July 1 of one year to June 30 of the following year.

### Year 1 FY 2019/20

#### 1. Conduct Tourism Promotion Committee Business

- **Leadership, Meetings:** Continue recruitment efforts to fill all voting positions for the Tourism Promotion Committee. Elect committee chair/vice-chair leadership positions.
  - **Tourism Grant Programs:** Committee continues to oversee City and County tourism grant programs.
  - **Business and Marketing Plans:** Tourism Development and Operations Consultant contractor advances components of the Tourism Promotion and Destination Marketing Plan that the committee monitors implementation of. Committee develops and recommends to City Council for adoption the update this business plan as the new FY20/21 Five-Year Action Plan and Annual One-Year Implementation Plan.
  - **Staffing Resource:** Committee to consider in conjunction with City Council and management potential addition of dedicated staffing for tourism and cultural affairs, as per recommendation of *Tourism Development Strategy* and pending *Community Investment Strategy for Arts, Heritage and Culture*. Related to staffing or organizational development, committee to discuss potential evolution to independent, nonprofit Destination Marketing Organization (DMO) as called for in the *Tourism Development Strategy*.
2. **Implement the FY19/20 Tourism Promotion Program:** Committee finalizes evaluation criteria for Consultant work performance and Benchmark tourism metrics to establish baseline for future quarterly reports. The visitor profile study (item G 3.1) summer and winter survey report results are analyzed with consideration given to modifying components of the Tourism Promotion Marketing Promotion Plan based on results of the survey. The committee works with staff to undertake RFQ process to vet and select tourism promotion-marketing communications vendor proposals.
  3. **Advance Study Effort for City to Enhance Tourism Development:** The committee advances through Parks and Recreation a feasibility study for a year-round, multi-purpose facility (item G 3.2) this year. The envisioned facility would be capable of handling court sport tournaments (basketball, volleyball, etc), conferences, trade shows and live entertainment.

**Year 2  
FY 2020/21**

- Potential new staff position works with Tourism Development and Operations Consultant contractor to advance Tourism Promotion Program.
- New tourism promotional programs are implemented with key partners.
- One of two recommended studies are commenced, either destination marketing strategy plan (item G.3.3) or hotel/conference center feasibility study as follow-up to Town Center Master Plan redevelopment project (item G 3.4)

**Year 3  
FY 2021/22**

- Tourism Development and Operations Consultant contractor continues to advance Tourism Promotion Program as outlined in the Plan.
- Internet/website and social media products are researched and reviewed by staff/contractor with committee to target product recommendation and selection.
- One of two recommended studies are commenced, either destination marketing strategy plan (item G.3.3) or hotel/conference center feasibility study as follow-up to Town Center Master Plan redevelopment project (item G 3.4)

**Year 4  
2022/23**

- Tourism Development and Operations Consultant contractor continues to advance Tourism Promotion Program as outlined in the Plan.
- Website is further refined and major marketing promotion continues.
- New tourism promotional programs are implemented with key partners.
- Committee recommends to Council to advance formation of nonprofit DMO.

**Year 5  
2023/24**

- Tourism Development and Operations Consultant contractor continues to advance Tourism Promotion Program as outlined in the Plan.
- Committee obtains legal assistance; reviews federal and state requirements for forming 501(c)(6) nonprofit DMO called “Explore Wilsonville”; creates bylaws.

## G. Annual One-Year Implementation Plan: FY19/20, July 2019 – June 2020

The fourth, rolling one-year implementation plan seeks to advance the top priorities of the larger five-year action plan. Next fiscal year's work plan is segmented into three main sections:

**1. Conduct Tourism Promotion Committee Business:** The committee executes all Council-mandated activities, including:

- **Leadership:** Elect a chair and vice chair at the first meeting of the new fiscal year.
- **Meetings:** Hold at least four meetings with quorum attendance during the fiscal year.
- **Tourism Grant Programs:** Oversee the application process and grant awards of the tourism grant programs, including the City Community Tourism Grant Program and Clackamas County Tourism Community Partnership Program.
- **Business and Marketing Plans:** Work with staff and consultant to draft for City Council adoption an updated version of the Five-Year Action Plan and Annual One-Year Implementation Plan and the Tourism Promotion and Destination Marketing Plan for FY20/21.

**Staffing Resource:** A draft plan, *Community Investment Strategy for Arts, Culture and Heritage*, undertaken as part of the City's 2017-19 Community Enhancement Program and 2019-20 City Council Goals adopted on May 20, 2019, reflect a City Council priority for creating a staff position tentatively called Tourism and Cultural Affairs Coordinator in the Parks and Recreation Department. This new position would assume extra duties carried by current staff and provide additional horsepower for Wilsonville tourism and related cultural affairs. Specifically, duties for the new position could include staffing the committee; managing the tourism grants process; working more intensely with the Tourism Development and Operations Consultant contractor to extend work-product impact; and interacting with local businesses and regional/state/international cultural-exchange and Sister City organizations and tourism partners to further relationships and create new promotional campaigns that generate economic activity in the Wilsonville area. The committee works with staff and City Council Liaison to refine a position description and job duties for a potential Tourism and Cultural Affairs Coordinator position for consideration by management to be added in the FY19/20 or FY20/21 budget cycle.

The committee seeks additional resources to advance the tourism promotion program. In relation to the larger Tourism Development Strategy No. 1.1, "Establish an Independent 501 (c) (6) Not-for-Profit DMO to be named Visit Wilsonville, now Explore Wilsonville. [Create the organizational framework]," the committee also seeks to discuss how a City-staffed program could evolve into an independent Destination Marketing Organization (DMO).

**2. Implement the FY19/20 Tourism Promotion Program:** The committee works with staff of the City Manager's Office and Parks & Recreation Dept. and Tourism Development and Operations Consultant contractor to advance both the larger FY19/20 Five-Year Action Plan and Annual One-Year Implementation Plan and the more specific FY19/20 Tourism Promotion and Destination Marketing Plan.

Since FY 19/20 is the second, last year of optional professional services agreement renewal for tourism promotion and marketing communications services, the committee plans to work with staff to undertake an RFQ process to vet and select tourism promotion-marketing communications vendor proposals and make a recommendation.

Specific components of the FY19/20 Tourism Promotion Program include:

- **Target Marketing Refinement:** Refining as needed the marketing promotional elements and online/Internet website products and processes.
- **More Featured Day Trips:** Creating additional sets of themed “Pocket Trips,” possibly with community input.
- **Marketing and Promotion:** Producing print and online marketing deliverables and developing promotional products.
- **Performance Metrics:** Finalizing specific metrics/evaluation criteria to gauge effectiveness of tourism marketing efforts.
- **Public Awareness:** Cultivating increased local residents’ knowledge and interest in learning more about local attractions and the value of tourism to the economy and community-development efforts.

**3. Advance Study Effort for City to Enhance Tourism Development:** The committee works with staff of the City Manager’s Office and Parks & Recreation Dept. to work with Tourism Development and Operations Consultant contractor on one of four specific recommendations to the City Council for study efforts to advance tourism:

- **Multi-use Facility with Potential Hotel Addition Study:** Complete in FY19/20 a feasibility assessment and accompanying pro-forma for a hybrid, indoor, multi-use facility aimed at drawing sports tournaments, conferences and other events to Wilsonville, particularly during the slower, lower-demand ‘shoulder season’ months of October through April. The envisioned facility would be capable of handling court sport tournaments (basketball, volleyball, etc), conferences, trade shows, performing arts and live entertainment, and could include an overnight lodging option if shown to be relevant to success of a multi-use facility.

Notes on other special tourism-related studies:

- Visitor Profile Study advanced in the FY18/19 1/5-Year Action Implementation Plan is to be completed on schedule towards end of FY18/19, June 2019.
- Subsequent study efforts to follow in subsequent fiscal years include:
  - Destination marketing strategy plan that could be undertaken in FY20/21.
  - Hotel/conference center feasibility study as follow-up to Town Center Plan redevelopment project may be potentially combined or addressed in FY19/20 Multi-use Facility with Potential Hotel Addition Study; otherwise, a more detailed overnight hotel lodging/conference facility study could be undertaken in FY 21/22.

## H. Components of FY19/20 Annual One-Year Implementation Plan of the Tourism Promotion Program in Relation to the 2014 Tourism Development Strategy

Following are more details on the top priorities summarized above for FY19/20 Tourism Promotion Program in relation to the 2014 Tourism Development Strategy's Top Priorities and "Themed Issues" for Additional Work listed on page 3.

### 1. Tourism Promotion Committee Business

**1.1 Staffing/Contractor Resource:** In order to advance components of the Explore Wilsonville tourism development strategy and the Plan, the committee continues advancing work with staff of the City Manager's Office and Parks & Recreation Dept. to examine a potential new Tourism and Cultural Affairs Coordinator position and to collaborate with the Tourism Development and Operations Consultant contractor to advance the tourism promotion program. The committee may seek to discuss how a City-staffed program could evolve into an independent Destination Marketing Organization.

**Authority for recommendation:** *Wilsonville Tourism Development Strategy, May 2014, Action Item 1.1:* Establish an Independent 501 (c) (6) Not-for-Profit DMO to be named Visit Wilsonville, now known as Explore Wilsonville. [Create the organizational framework]

**1.2 Budget Allocation:** The committee recognizes the City intends to dedicate 50% of transient lodging tax revenues for tourism promotion and has budgeted \$225,000 for FY 19/20 for the Tourism Promotion Marketing Plan and the Community Tourism Grant Program. The committee recommends that the City Council continue to dedicate a portion of unspent, prior years' transient lodging-tax revenues budget for feasibility study for an all-weather or indoor, multi-purpose athletic recreation facility for sports tournaments and other recreational, entertainment purposes and/or the destination marketing strategy plan, depending on staff/consultant capacity.

**Authority for recommendation:** *Wilsonville Tourism Development Strategy, May 2014, Action Item 1.3:* Increase the Allocation of the Hotel/Motel Transient Lodging Tax (TLT).

**1.3 Tourism Grants Programs:** The committee has successfully assumed responsibility from the Parks & Recreation Advisory Board over the past two years to oversee the City's Community Tourism Matching Grants Award Program and Clackamas County's Community Partnership Tourism Grants Program, with assistance from Parks & Recreation staff.

The committee seeks to fine-tune the tourism-related grants program to focus on attracting visitors from over 50 miles away who require overnight lodging accommodations, as well as encouraging visitors to linger longer and patronize local businesses when visiting Wilsonville. The committee seeks to cultivate increased tourism awareness among both members of the community and grant recipients. Increasing overnight stays and transient lodging tax revenues is one of the primary goals for the Tourism Promotion Program and Committee, according to Resolution No. 2541.

**Authority for recommendation:** *Wilsonville Tourism Development Strategy, May 2014, Action Item 1.5:* Review Wilsonville Tourism Grants Program.

## 2. Implement the FY 19/20 Tourism Promotion Program

**2.1 Tourism Branding Strategy:** The Tourism Development and Operations Consultant contractor has developed an Explore Wilsonville tourism branding strategy. New research information may lead to modifications to the larger, over-arching tourism branding strategy that control key messages, marketing content and design and the look and feel of other promotional advertising products for print or online media.

*Authority for recommendation:* Wilsonville Tourism Development Strategy, May 2014, Action Item 1.1: Develop a destination branding strategy for Wilsonville.

**2.2 Tourism Website:** The Tourism Development and Operations Consultant worked to re-launch the ExploreWilsonville.com tourism website with a redesign to match the new branding motifs and to offer improved content with a focus on day trips and directories of attractions and area events. Improvement of the tourism website responds to a primary weakness previously identified for Wilsonville tourism promotional efforts — namely, a lack of an “authoritative website” on Wilsonville tourism recognized by Google and other Internet search engines. The committee believes improvement of a tourism website and associated marketing efforts as outlined in the Plan are continuing priorities in this upcoming fiscal year.

Increasingly, travelers are using online websites, including social media sites, that work on desktop and mobile devices to obtain information on areas to be visited, as well as to book lodging and other services. Hence, the committee’s focus in the larger marketing realm is on online, Internet media as both an economical way to publish up-to-date content and reach the widest audience feasible.

A growing component of Internet-based products features the ability for users to check lodging, vehicle rental and other services’ date-availability and book reservations directly online. Tourism Development and Operations Consultant contractor implemented custom, improved online directories of local area tourism businesses and attractions (rather than relying on commercial services like Yelp) that may eventually offer potential online transactional marketing products and other features as noted below.

*Authority for recommendation:* Wilsonville Tourism Development Strategy, May 2014, Action Item 5.1: Establish a stand-alone Wilsonville tourism website.

**2.3 Content Collection / Organization / Sharing:** An important feature for marketing efforts is the ability to use copyright-free content—including text, images and videos—that may be utilized and shared freely or as desired without additional overhead royalty and license expenses. Considerable effort is required to acquire and catalog area attractions, features, etc., that then may be used in website, social media and other platforms. The Tourism Development and Operations Consultant employed professional models and photographers in 2018 to create a suite of copyright/royalty-free images for marketing use.

Tourism Development and Operations Consultant contractor is looking at options for the integration of online video and use of linking strategies to drive traffic and search-engine optimization. Integral to developing an image and video content collection is obtaining services of contracted models and photographer/videographer(s).

*Authority for recommendation:* Wilsonville Tourism Development Strategy, May 2014, Action Item 5.13: Develop an active content management and co-op marketing program; Item 5.11:

Develop and maintain a library of high-quality images and videos; *Item 5.5*: Optimize the online use of video; *Item 5.6*: Optimize linking strategies.

**2.4 Email Marketing:** A primary tool of Internet-based marketing is the use of database email “notifiers” to alert interested parties to events, special deals and other attractors to the Wilsonville area. Tourism Development and Operations Consultant contractor is utilizing email marketing tools, especially ones that are integrated into the website and social media products that encourage ‘opt-in’ sign-ups to receive emails.

*Authority for recommendation:* *Wilsonville Tourism Development Strategy, May 2014, Action Item 5.4*: Develop database and email marketing programs.

**2.5 Social Media:** Social media is a component of the larger online marketing promotional effort. Tourism Development and Operations Consultant contractor is utilizing social media platforms and programs that are targeted to specific niche markets.

*Authority for recommendation:* *Wilsonville Tourism Development Strategy, May 2014, Action Item 5.3*: Develop social media programs relevant to key markets.

**2.6 Website Analytics:** One of the most powerful features of the Internet is to be able to use website traffic data to determine user interests and preferences, problems with the website content or functionality, where users are located, etc. Tourism Development and Operations Consultant contractor has integrated website analytic tools for the website product.

*Authority for recommendation:* *Wilsonville Tourism Development Strategy, May 2014, Action Item 5.12*: Optimize the use of website and social media analytics.

**2.7 Internet Marketing Campaigns:** Tourism Development and Operations Consultant contractor is using various kinds of services that are available for Internet marketing promotions that are targeted to specific, niche markets and that utilize database marketing.

*Authority for recommendation:* *Wilsonville Tourism Development Strategy, May 2014, Action Item 5.12*: Introduce an ongoing internet marketing campaign.

**2.8 Wilsonville Visitors Guide and Related Publications:** Tourism Development and Operations Consultant contractor is planning production of one or more print and online versions of a Wilsonville Visitors Guide, as well as other potential publications helpful to visitors and marketers.

*Authority for recommendation:* *Wilsonville Tourism Development Strategy, May 2014, Action Item 5.7*: Produce a Wilsonville Visitors Guide annually.

**2.9 Public Awareness:** City staff are to work with the committee and Tourism Development and Operations Consultant contractor to produce information that increases local residents’ knowledge and interest in learning more about local attractions and the value of tourism to the economy and community-development efforts.

*Authority for recommendation:* *Wilsonville Tourism Development Strategy, May 2014, Action Item 5.14*: Increase public awareness of the benefits of tourism.

### 3. Advance Study Efforts for City to Enhance Tourism Development

The committee recommends to the City Council funding of three studies or research/planning efforts to advance tourism development in the greater Wilsonville market. The funds for these studies would be sourced from prior, unspent budgeted tourism funds from prior fiscal years, FY15/16 and FY16/17, while the City's tourism program was being developed by the committee and be approved by City Council with a separate budget adjustment.

**3.1 Visitor profile study:** This study is now underway and is scheduled to conclude in FY 18/19.

**3.2 Feasibility study for all-weather or indoor, multi-purpose athletic facility for sports tournaments and recreational and entertainment activities:** The *Tourism Development Strategy* identified that the City may be well positioned to take advantage of non-summer, shoulder-season activities such as youth and league sporting activities when local lodging occupancy is lower. The study for an indoor or all-weather-use facility that includes courts and fields for year-round use should include a detailed market analysis, financial feasibility and potential financing strategies. This study is a priority for the committee that is recommended for implementation during FY19/20 with a separate budget adjustment.

**3.3 Destination marketing strategy plan:** The committee recommends that a focused tourism and visitor destination-marketing strategy is developed that complements the City's larger branding strategy in order to maximize branding integration and marketing expenditures. The committee recommends advancing this study during FY20/21.

**3.4 Hotel/conference center feasibility study as part of Town Center Master Plan redevelopment project:** The committee requests that the pending Town Center Master Plan redevelopment project being undertaken by the Planning Division of the Community Development Dept. specifically advance the feasibility study of a private-sector or public/private partnership development and operation of a conference center and adjoining hotel. The study should include a detailed market analysis, financial feasibility and potential financing strategies. Funding for these studies could come from transient lodging-tax revenues. The Committee assumes that staff would research vendors and cost estimates and advance accordingly in FY20/21.

**Authority for recommendation:** *Wilsonville Tourism Development Strategy, May 2014, Action Item 4.9:* Support the development of all-weather, multi-purpose playing fields for sports tournaments; *Item 5.16:* Conduct ongoing visitor-satisfaction research.

**CITY OF WILSONVILLE  
PROFESSIONAL SERVICES AGREEMENT  
Tourism Promotion & Destination Marketing Services**

This Professional Services Agreement for a Tourism Development and Operations Consultant (“Agreement”) is made and entered into on this \_\_\_\_ day of July 2019 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Velocity Tourism LLC**, an Oregon limited liability company (hereinafter referred to as “Consultant”).

**RECITALS**

WHEREAS, the City requires services which Consultant is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Consultant represents that Consultant is qualified to perform the services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Consultant is prepared to provide such services as the City does hereinafter require.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

**AGREEMENT**

**Section 1. Scope of Work**

Contractor will perform the advertising and marketing services (“Services”), as more particularly described in the Scope of Work attached hereto as **Exhibit A** and incorporated by reference herein, for the Tourism Advertising and Marketing Project (“Project”).

**Section 2. Term**

The term of this Agreement shall be from the Effective Date until all Services are completed and accepted, or no later than December 31, 2019, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

**Section 3. Consultant’s Services**

3.1. Consultant shall diligently perform the tourism advertising and marketing Services according to the requirements identified in the Scope of Work, attached hereto as **Exhibit A** and incorporated by reference herein.

3.2. All written documents prepared by Consultant in conjunction with the Services shall bear the signature, stamp, or initials of Consultant’s authorized Project Manager.

3.3. Consultant shall maintain the confidentiality of any confidential information that is exempt from disclosure under state or federal law to which Consultant may have access by reason of this Agreement. Consultant warrants that Consultant's employees assigned to the Services provided for in this Agreement shall be clearly instructed to maintain this confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.

#### **Section 4. Compensation**

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000), for performance of the Services for the term of the Agreement ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum between the City and Consultant, executed in compliance with the provisions of **Section 14**.

4.2. Consultant's Compensation Amount is all inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits and similar contributions and benefits, technology and/or software charges, office expenses, and all other indirect and overhead charges.

4.3. During the course of Consultant's performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Services described on **Exhibit A**, a written Addendum to this Agreement must be executed in compliance with the provisions of **Section 14**.

4.4. Except for amounts withheld by the City pursuant to this Agreement, Consultant will be paid for Services for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Consultant as promptly as is reasonably possible.

#### **Section 5. City's Responsibilities**

The City will designate a Project Manager to facilitate day-to-day communication between Consultant and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the Project.

#### **Section 6. City's Project Manager**

The City's Project Manager is Mark Ottenad, Public/Government Affairs Director. The City shall give Consultant prompt written notice of any re-designation of its Project Manager.

## **Section 7. Consultant's Project Manager**

Consultant's Project Manager is Trevor Naranche. In the event that Consultant's designated Project Manager is changed, Consultant shall give the City prompt written notification of such re-designation. Recognizing the need for consistency and knowledge in the administration of the Project, Consultant's Project Manager will not be changed without the written consent of the City, which consent shall not be unreasonably withheld. In the event the City receives any communication from Consultant that is not from Consultant's designated Project Manager, the City may request verification by Consultant's Project Manager, which verification must be promptly furnished.

## **Section 8. Subcontractors and Assignments**

8.1. Unless expressly authorized in **Exhibit A** or **Section 9** of this Agreement, Consultant shall not subcontract with others for any of the Services prescribed herein. Consultant shall not assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting. Consultant acknowledges such work will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Agreement, the City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City. References to "subcontractor" mean a subcontractor at any tier.

8.2. The City shall have the right to enter into other agreements for the Project, to be coordinated with this Agreement. Consultant shall cooperate with the City and other firms or subcontractors on the Project so that all portions of the Project may be completed in the least possible time and within normal working hours.

## **Section 9. Consultant Is Independent Contractor**

Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 4** of this Agreement. Consultant will be solely responsible for determining the manner and means of accomplishing the end result of Consultant's Services. The City does not have the right to control or interfere with the manner or method of accomplishing said Services. The City, however, will have the right to specify and control the results of Consultant's Services so such Services meet the requirements of the Project.

9.1. Consultant has requested that some consulting Services be performed on the Project by persons or firms other than Consultant, through a subcontract with Consultant. Consultant acknowledges that if such Services are provided to the City pursuant to a subcontract(s) between Consultant and those who provide such services, Consultant may not utilize any subcontractor(s), or in any way assign its responsibility under this Agreement, without first obtaining the express written consent of the City, which consent may be given or denied in the City's sole discretion. In

all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

9.2. Consultant shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Consultant shall require that all of Consultant's subcontractors also comply with, and be subject to, the provisions of this **Section 9** and meet the same insurance requirements of Consultant under this Agreement.

## **Section 10. Consultant Responsibilities**

10.1. Consultant shall make prompt payment for any claims for labor, materials, or services furnished to Consultant by any person in connection with this Agreement, as such claims become due. Consultant shall not permit any liens or claims to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of Consultant. If Consultant fails, neglects, or refuses to make prompt payment of any such claim, the City may, but shall not be obligated to, pay such claim to the subcontractor furnishing the labor, materials, or services and offset the amount of the payment against funds due or to become due to Consultant under this Agreement. The City may also recover any such amounts directly from Consultant.

10.2. Consultant must comply with all applicable Oregon and federal wage and hour laws, including Bureau of Labor and Industries (BOLI) wage requirements, if applicable. Consultant shall make all required workers compensation and medical care payments on time. Consultant shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses. Unless otherwise expressly set forth on **Exhibit A** as a reimbursable expense item not included in the Compensation Amount, specific costs associated with items set forth in this subsection shall be deemed as fully and conclusively included in the rate upon which Consultant's Compensation Amount is based.

10.3. No person shall be discriminated against by Consultant or any subcontractor in the performance of this Agreement on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Agreement, in whole or in part, by the City.

## **Section 11. Indemnity and Insurance**

11.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Consultant's negligent acts, omissions, errors, or willful

or reckless misconduct pursuant to this Agreement, or from Consultant's failure to perform its responsibilities as set forth in this Agreement. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Consultant shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 11.2**. Consultant shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Consultant.

11.2. Standard of Care. In the performance of professional services, Consultant agrees to use at least that degree of care and skill exercised under similar circumstances by reputable members of Consultant's profession practicing in the Portland metropolitan area. Consultant will re-perform any Services not meeting this standard without additional compensation. Consultant's re-performance of any Services, even if done at the City's request, shall not be considered as a limitation or waiver by the City of any other remedies or claims it may have arising out of Consultant's failure to perform in accordance with the applicable standard of care of this Agreement and within the prescribed timeframe.

11.3. Insurance Requirements. Consultant shall maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Agreement. Such insurance shall cover all risks arising directly or indirectly out of Consultant's activities or work hereunder. Any and all agents, contractors, or subcontractors with which Consultant contracts to work on the Services must have insurance that conforms to the insurance requirements in this Agreement. The amount of insurance carried is in no way a limitation on Consultant's liability hereunder. The policy or policies of insurance maintained by Consultant shall provide at least the following minimum limits and coverages at all times during performance under this Agreement:

11.3.1. Commercial General Liability Insurance. Consultant and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Agreement, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Agreement and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Agreement.

11.3.2. Professional Errors and Omissions Coverage. Consultant agrees to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the Services hereunder with a limit of no less than **\$2,000,000** per claim. Consultant shall maintain this insurance for damages alleged to be as a result of

errors, omissions, or negligent acts of Consultant. Such policy shall have a retroactive date effective before the commencement of any work by Consultant on the Services covered by this Agreement, and coverage will remain in force for a period of at least three (3) years thereafter.

11.3.3. Business Automobile Liability Insurance. If Consultant or any subcontractors will be using a motor vehicle in the performance of the Services herein, Consultant shall provide the City a certificate indicating that Consultant and its subcontractors have business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than **\$2,000,000**.

11.3.4. Workers Compensation Insurance. Consultant, its subcontractors, and all employers providing work, labor, or materials under this Agreement that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than **\$500,000** each accident.

11.3.5. Insurance Carrier Rating. Coverages provided by Consultant and its subcontractors must be underwritten by an insurance company deemed acceptable by the City, with an AM Best Rating of A or better. The City reserves the right to reject all or any insurance carrier(s) with a financial rating that is unacceptable to the City.

11.3.6. Additional Insured and Termination Endorsements. Additional Insured coverage under Consultant's Commercial General Liability, Automobile Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: "The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers." An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days' written notification of any termination or major modification of the insurance policies required hereunder. Consultant must be an additional insured on the insurance policies obtained by its subcontractors performing work on the Services contemplated under this Agreement.

11.3.7. Certificates of Insurance. As evidence of the insurance coverage required by this Agreement, Consultant shall furnish a Certificate of Insurance to the City. This Agreement shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Consultant agrees that it will not terminate or change its coverage during the term of this Agreement without giving the City at least thirty (30) days' prior advance notice and Consultant will obtain an endorsement

from its insurance carrier, in favor of the City, requiring the carrier to notify the City of any termination or change in insurance coverage, as provided above.

11.4. Primary Coverage. The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Consultant shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are “Claims Made” policies, Consultant will be required to maintain such policies in full force and effect throughout any warranty period.

## **Section 12. Early Termination; Default**

12.1. This Agreement may be terminated prior to the expiration of the agreed upon terms:

12.1.1. By mutual written consent of the parties;

12.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Consultant by mail or in person; or

12.1.3. By Consultant, effective upon seven (7) days’ prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of Consultant, where such default is not cured within the seven (7) day period by the City. Withholding of disputed payment is not a default by the City.

12.2. If the City terminates this Agreement, in whole or in part, due to default or failure of Consultant to perform Services in accordance with the Agreement, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Consultant shall be liable for all costs and damages incurred by the City as a result of the default by Consultant, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Agreement. This Agreement shall be in full force to the extent not terminated by written notice from the City to Consultant. In the event of a default, the City will provide Consultant with written notice of the default and a period of ten (10) days to cure the default. If Consultant notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Agreement and seek remedies for the default, as provided above.

12.3. If the City terminates this Agreement for its own convenience not due to any default by Consultant, payment of Consultant shall be prorated to, and include, the day of termination and shall be in full satisfaction of all claims by Consultant against the City under this Agreement.

12.4. Termination under any provision of this section shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. Consultant shall surrender to the City items of work or portions thereof, referred to in **Section 16**, for which Consultant has received payment or the City has made payment.

### **Section 13. Suspension of Services**

The City may suspend, delay, or interrupt all or any part of the Services for such time as the City deems appropriate for its own convenience by giving written notice thereof to Consultant. An adjustment in the time of performance or method of compensation shall be allowed as a result of such delay or suspension unless the reason for the delay is within Consultant's control. The City shall not be responsible for Services performed by any subcontractors after notice of suspension is given by the City to Consultant. Should the City suspend, delay, or interrupt the Services and the suspension is not within Consultant's control, then the City shall extend the time of completion by the length of the delay.

### **Section 14. Modification/Addendum**

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 4** of this Agreement, or changes or modifies the Scope of Work or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. If Consultant incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum to this Agreement.

### **Section 15. Access to Records**

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Consultant as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of four (4) years, unless within that time the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Agreement.

### **Section 16. Property of the City**

All documents, reports, and research gathered or prepared by Consultant under this Agreement, including but not limited to spreadsheets, charts, graphs, drawings, modeling, maps, data generation, papers, diaries, and inspection reports, shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to the City upon request without additional compensation. Upon the City's approval, and provided the City is identified in connection therewith, Consultant may include Consultant's work in its promotional materials.

### **Section 17. Notices**

Any notice required or permitted under this Agreement shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City: City of Wilsonville  
 Attn: Mark Ottenad, Public/Government Affairs Director  
 29799 SW Town Center Loop East  
 Wilsonville, OR 97070

To Consultant: Velocity Tourism LLC  
 Attn: Trevor Naranche  
 63372 Freedom Place  
 Bend, OR 97701

## Section 18. Miscellaneous Provisions

18.1. Integration. This Agreement, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these documents, the provisions of this Agreement shall control.

18.2. Legal Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Agreement may be enforced by an action at law or in equity.

18.3. No Assignment. Consultant may not assign this Agreement, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

18.4. Adherence to Law. In the performance of this Agreement, Consultant shall adhere to all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Consultant is required by law to obtain or maintain in order to perform the Services described on **Exhibit A**, shall be obtained and maintained throughout the term of this Agreement.

18.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

18.6. Jurisdiction. Venue for any dispute will be in Clackamas County Circuit Court.

18.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Agreement, such fees shall include all of the above fees, whether or not a

proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

18.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Agreement shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

18.9. Severability. If any provision of this Agreement is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Agreement shall remain in full force and effect, to the greatest extent allowed by law.

18.10. Modification. This Agreement may not be modified except by written instrument executed by Consultant and the City.

18.11. Time of the Essence. Time is expressly made of the essence in the performance of this Agreement.

18.12. Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Agreement, the first day from which the designated period of time begins to run shall not be included.

18.13. Headings. Any 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.

18.14. Number, Gender and Captions. In construing this Agreement, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.

18.15. Good Faith and Reasonableness. The Parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Agreement gives the City "sole discretion" or the City is allowed to make a decision in its "sole judgment."

18.16. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

18.17. Interpretation. As a further condition of this Agreement, the City and Consultant acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the Agreement, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

18.18. Entire Agreement. This Agreement and all documents attached to this Agreement represent the entire agreement between the parties.

18.19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement but all of which together shall constitute one and the same instrument.

18.20. Authority. Each party signing on behalf of Consultant and the City hereby warrants actual authority to bind their respective party.

The Consultant and the City hereby agree to all provisions of this Agreement.

**CONSULTANT:**

**CITY:**

VELOCITY TOURISM LLC

CITY OF WILSONVILLE

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

As Its: \_\_\_\_\_

As Its: \_\_\_\_\_

Employer I.D. No. 84-1981392

APPROVED AS TO FORM:

\_\_\_\_\_  
Amanda Guile-Hinman, Asst. City Attorney  
City of Wilsonville, Oregon

# EXHIBIT A

## Exhibit 2 FY19 Q3 & Q4 Scope of Work & budget detail

*Final costs are based on approved client budget and treated as “do not exceed”. Per contract, line items for the following goods and services can be reallocated to cover unanticipated needs upon mutual agreement between Velocity Tourism and the City of Wilsonville. Line items may be reallocated if requested by Velocity Tourism and approved by the Public/Government Affairs Director. Additional performance outside the Scope of Work will be invoiced separately at the rate of \$150 per hour. 2019 Clackamas County Lodging per diem rate is \$116 per night, Meals & Incidentals \$56 per day, and mileage POV is \$.545 per mile.*

This FY2019 Q3 & Q4 budget accomplishes the Goals & Objectives that had been previously identified in the FY2019/2020 Scope of Work by adjusting it for a six month term. Services & Deliverables identified as Section A through I fall within 3 main categories:

<b>Category 1: Maintenance (A-F)</b> .....	<b>\$62,504</b>
<b>Category 2: Advertisements (G)</b> .....	<b>\$13,732</b>
<b>Category 3: Additional items (H-I)</b> .....	<b>\$23,764</b>
<b>2019 Q3 &amp; Q4 Total</b> .....	<b>\$100,000</b>

### Category 1: Maintenance

#### A. Marketing Services: \$13,050

##### A. To include the following services and deliverables:

- **Media Buying:** Identify advertising opportunities with various publications, negotiate favorable ad rates, identify insertion dates based on editorial calendar, define ad specs, upload ads
- **Art & Creative Direction:** Develop creative that aligns and enhances current marketing efforts
- **Production:** Non-creative production services
- **Ad Design:** Creative services for print advertising campaigns
- **Digital Ad Design:** Creative services for digital advertising campaigns
- **Copywriting:** Develop copy for marketing collateral, print and digital advertising, Sunset advertorial
- **Quarterly Reports:** Provide (2) quarterly KPI data in report form
- **Email Marketing Campaign:** Email campaign development and list management
- **Committee Meeting Administration:** Travel costs, meeting time, and preparation (2)

**Completion date:** Q3 & Q4 2019

**NOTED IMPROVEMENTS:** Update current POCKET TRIPS logo treatments by replacing the drab, washed out green color palette with rich, vibrant colors. Review/replace font selections with more visually appealing options.

#### B. Website services: \$12,950

##### A. To include the following services and deliverables:

- Hosting & Maintenance
- Domain Name Renewals: www.ExploreWilsonville.com
- SSL Certificate Renewals: www.ExploreWilsonville.com
- Security/Hackalert Scanning
- Paid Plug-in Renewals
- Ongoing Updates for Listings
- Event Calendar Listings & Management
- Content Development
- Ongoing SEO (Search Engine Optimization) work

## FY19 Q3 & Q4 Scope of Work & budget detail

- Site Development
- Adding Graphics/Photos
- Reporting: KPI reports

**Completion date:** Q3 & Q4 2019

**NOTED IMPROVEMENTS:** Improve the emotional “wow factor” of the website by updating the color palette and utilizing warm, vibrant photography with better font selections.

### C. Social Media: \$16,500

#### A. To include the following services and deliverables:

- **Strategy:** Promote off-season tourism by promoting attractions and events. Develop master editorial calendar for 2019, develop SEO-cial, strategies to assist with SEO efforts for the website, identify trending hashtags, review and analyze past posts to improve the campaign
- **Management & Implementation:** Strategy, design & management of all paid social media. Manage all channels and post 3-5x per week. Create events (or add existing events) to FB page, manage and direct the “day-to-day” social media subcontractor, copywriting, graphic design, art direction of photography, schedule posts, seek out missing photography, ongoing coordination and communication with event producers for events and happenings
- **Monitoring**
- **Reporting**

**Completion date:** Q3 & Q4 2019

### D. Management/meetings: \$13,754

#### A. To include the following services and deliverables:

- **Accounting**
- **Memberships:** Travel Portland, ODMO
- **Software Subscriptions:** ISSUU (Digital Visitor Guide), STR, if wanted, to be deducted from Reserve
- **Management**
- **Insurance**
- **Reporting**
- **Meetings:** (2 meetings) additional meetings, if wanted, to be deducted from Reserve

**Completion date:** Q3 & Q4 2019

### E. PR: \$1,750

#### A. To include the following services and deliverables:

- **Press Release Writing:** (1)
- **Pitching Story Ideas**
- **Responding to Writers with Content & Photos**
- **Press Release Online Distribution to AP Wire**
- **Software Subscription:** Direct to AP Wire

**Completion date:** Q3 & Q4 2019

### F. Photo & video: \$4,500

#### A. To include the following services and deliverables:

- **New Photography and Videography**
- **Event Photography**
- **Usage & Rights Renewals** \*if applicable

**Completion date:** Q3 & Q4 2019

## FY19 Q3 & Q4 Scope of Work & budget detail

### Category 2: Advertisements

#### G. Media buys: \$13,732

A. Sunset - September 2019: PNW Travel Planner	991,200 impressions	\$3,070
B. Sunset - October 2019: Travel Chronicles FP	991,200 impressions	PAID
C. AAA - Sept/Oct 2019: River Cruising With the Family	2,983,500 impressions	\$3,162
D. Paid Digital Media	1 Million+ impressions	\$7,500

### Category 3: Additional items

#### H. Collateral, printing & shipping/distribution: \$19,332

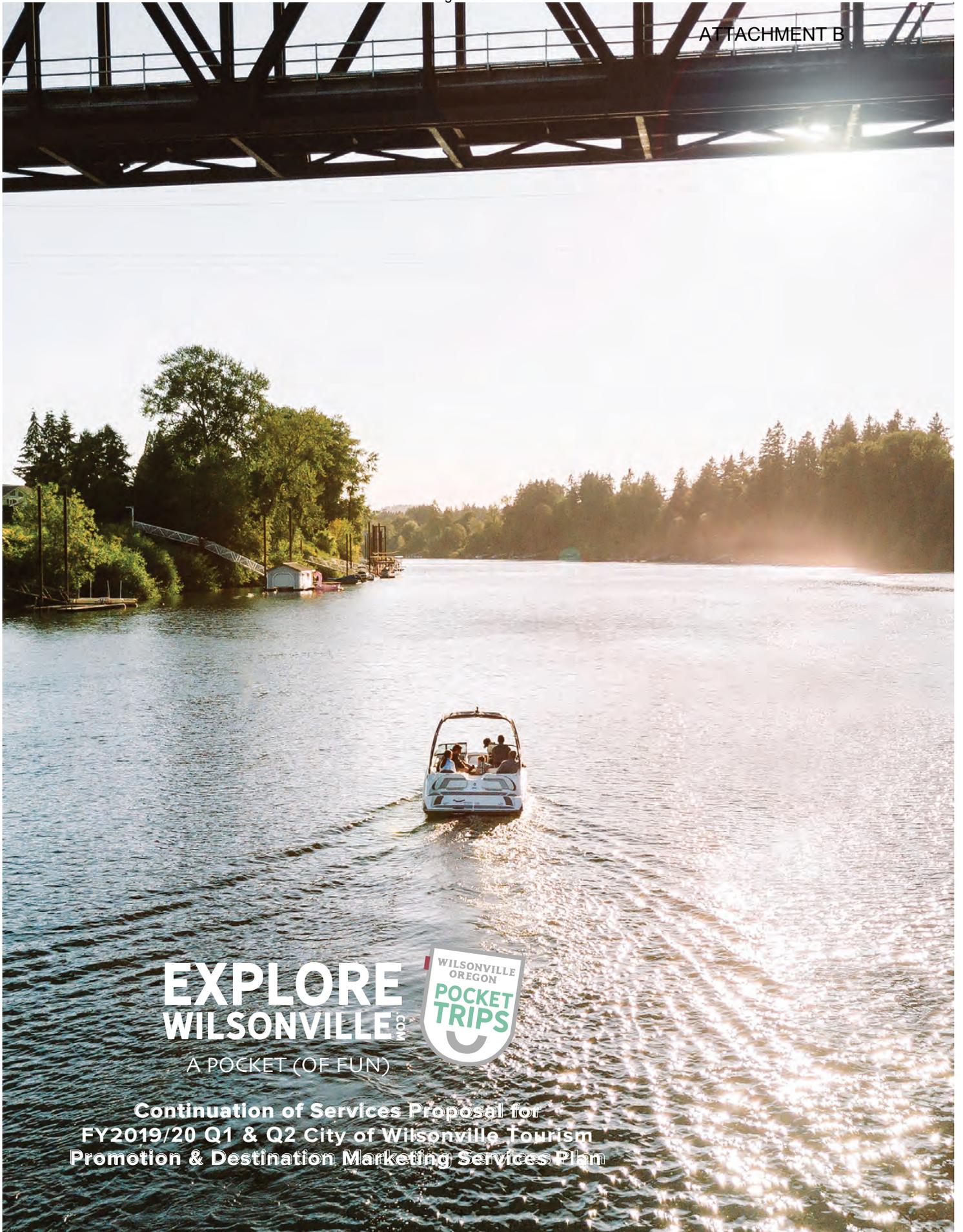
##### A. To include the following services and deliverables:

- **Tri-fold Rack Brochure:** 12" x 9" (flat) brochure printed on 100# gloss book. Printed in four (process) colors plus flood gloss AQ on both sides of sheet (4+fAQ/4+fAQ), full bleed. Trimmed, roll folded to finish size of 4" x 9". Boxed. Quantity: 40,000
- **Certified Folder:** 6 mos. brochure distribution at all (8) State Welcome Centers (includes Portland International Airport) + (6) Rest Stops: Multnomah Falls, French Prairie South Bound, French Prairie North Bound, Santiam, Oak Grove, Mt. Hood + (227) Portland Super Cities + poster-sized display at I-5 French Prairie North Bound per Oregon Travel Information Council (OTIC)
- **Wilsonville Chamber of Commerce:** 6 mos. brochure distribution throughout local kiosk locations to include: Holiday Inn, Motel 6, LaQuinta, Quality Inn, SnoozInn, GuestHouse, City Hall, Library, Police, Clackamas Community College, Family Fun Center, Oregon Tech, Pioneer Pacific College, Fir Point Farms, Pheasant Ridge RV, Butteville Store, Aurora Airport
- **Postage:** \$500 of stamps for Visitor Center fulfillment
- **Freight, Shipping & Distribution**

**Completion date:** Summer 2019

#### I. Reserve/Contingency: \$4,432

*Funds to cover an item that might go over budget or to allow the tourism promotion program to take advantage of an unforeseen or unplanned opportunity.*



**EXPLORE  
WILSONVILLE** CO

A POCKET (OF FUN)



**Continuation of Services Proposal for  
FY2019/20 Q1 & Q2 City of Wilsonville Tourism  
Promotion & Destination Marketing Services Plan**

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**EXPLORE**  
**WILSONVILLE**.COM

A POCKET (OF FUN)

## Business update

### About Team Velocity

#### **Trev Naranche, Principal/CEO**

Trev has over 20 years of design and marketing experience for cities and destinations such as Wilsonville Oregon, Bend Oregon, Port Angeles Washington, Crescent City California and Rockaway Beach Oregon. His marketing portfolio includes internationally recognized clientele from Jack Nicklaus to McDonald's and many hotels, resorts and casinos in between. His approach is refreshingly simple—lead by example and deliver what you promise.

#### **Megan Geiss, Vice President/Search Marketing**

Megan has been in the marketing world for over 25 years, with a focus on digital marketing the past 10. The majority of that time was spent working for the largest ad agency in the world, with a focus on overall digital strategy for Fortune 100 clients. Her client list is extensive, with brands like Hilton, Travelzoo, Walmart and Sears, just to name a few. She regularly attends industry conferences and has been a regular speaker at Search Marketing Expo (SMX). Megan holds a Bachelor's Degree in Communications from SJSU with a double minor in both Journalism and Advertising.

#### **Garrett Aihara, Paid Search**

One of the smartest people we know, Garrett has been a digital media consultant for Fortune 500 clients, a experienced web analyst (Google analytics) and integrated media-marketing analyst. He manages PPC campaigns across Google, Bing & Yahoo platforms. Education: University of California, Los Angeles with a BA, Sociology

#### **Max Prin, Web Development**

Max has developed websites (corporate, e-commerce, blog) for small and medium enterprises. A native of France, Max often speaks at conferences and writes blog posts about technical SEO and digital marketing. Education: IAE Nice with a MBA, Global Marketing

#### **Rebecca Dorman, Social Media**

With over 5 years experience, Rebecca is a seasoned expert in social media, online advertising, editing and marketing strategy. Education: University of Southern California with a BA, English

**43% Oregon visitors**  
are AAA Members

**21% plan to take more trips**  
Leisure intent to travel domestically in the next 12 months

**92% Oregon travelers**  
stated “exploration” as primary motivation for travel

**42% searched for cheaper itineraries**  
value & price is growing

**79% Oregon travelers**  
stated experiencing “new cuisines” as primary motivation for travel

**100+ billion**  
Google searches per month

**41% Oregon travelers**  
seek off-the-beaten track places when visiting new destinations

**42% of travelers**  
consider search engine results when booking travel

**32% plan to take more trips**  
business intent to travel domestically in the next 12 months

**74% Oregon visitors**  
use social media for travel purposes

**For 54% of millennial women**  
experiences will drive biggest purchases

## The Mission

### MISSION

Explore Wilsonville's mission is to enhance the economic vitality of the community by promoting Wilsonville as a year-round visitor and event destination by maximizing collaborative partnerships, efficiently activating lodging tax revenue into effective marketing programs, and cultivating an exceptional visitor experience.

### VISION

The vision is to provide the best delivery of tourism promotion services and information to Wilsonville visitors, to be the tourism marketing resource of choice for businesses in Wilsonville, and to establish sound financial management practices for public tourism tax dollars.

### PURPOSE

Explore Wilsonville is a non-membership economic development extension of the City funded by lodging tax collections from overnight visitors. Our purpose is to enhance the economy of the City of Wilsonville through tourism marketing that increases business revenues, meeting and event revenues, lodging tax revenues and creates jobs. Visit Wilsonville promotes the entire City and works in partnership with all sectors of Washington and Clackamas Counties and Travel Oregon.

### VALUES

- Stewardship of public funds
- Optimum trust and relationship with the citizens of Wilsonville, the City Staff, the Tourism Promotion Committee and Wilsonville City Council
  - Innovation, creativity and excellence in all that we do
    - Collaboration with key partners
    - Highest level of ethical standards
- Reflect the family-friendly, inclusive, and welcoming nature of the community

## Goals & Objectives accomplished in FY18/19

- Established lodging tax measurement reporting and comp cities to track hotel occupancy, demand, revenue and REVPAR
- Positioned the City as a compelling tourist destination between Portland, Salem and Northern Willamette Valley wine country where you pay less for lodging and there is plenty to do. We market the area within a 25-mile radius of Wilsonville.
- Launched Explore Wilsonville's tourism advertising campaign. Developed original content and articles for Explore Wilsonville Pocket Trip itineraries.
- Developed a comprehensive budget, print and digital media schedule to advertise the City and its events to potential visitors.
- Created the Explore Wilsonville 'Pocket Guide' Visitor Guide and fulfillment plan with regional distribution points.
- Redesigned website to enhance the visitor experience, promote local businesses and events, and align with destination branding.
- Launched branded social media channels (Facebook, Instagram, Twitter & Pinterest).
- Launched paid and organic social media campaigns and social media promotions to drive awareness and email collection.
- Developed a high-quality database of owned photography to be used in marketing efforts, PR, and City publications.
- Increased lodging tax collections.
- Worked with community partners, organizations, and event producers to increase visitor traffic during key events throughout the year.
- Launched public relations plan and distributed three press releases on the wire, which resulted in feature articles, social media shares, press pick-ups, and a radio interview.
- Managed a comprehensive City of Wilsonville Visitor Profile Study for summer 2018 and winter 2019 where we collected valuable visitor information and data.
- Worked with City staff and the City's Tourism Promotion Committee to maximize exposure to visitors at a reasonable cost.
- Improved communication and collaboration with Clackamas County Tourism & Cultural Affairs, Washington County Visitors Association, Travel Oregon and Oregon Destination Marketing Organizations (ODMO).
- Launched email marketing campaigns to opt-in list. Compiled email addresses from various media buys, visitor profile study, and online forms to market to potential visitors.
- Increased visitor count during the shoulder and winter seasons.
- Developed a comprehensive quarterly marketing report to prove marketing successes to committee, stakeholders and the City.
- Partnered with Mt. Hood Territory on a social media campaign rebate program and received \$250 in grant funds.

## Key marketing initiatives FY19 Q3 & Q4

Velocity Tourism is firmly focused on achieving the goals and objectives for FY2019/2020. The following **KEY INITIATIVES** provide a summary of Velocity's primary efforts that will be activated to achieve our objectives.

### # 1: Destination brand marketing

Continue with expanding the compelling tourism strategy and brand for Explore Wilsonville. Promoting the Wilsonville tourism experience through mass media represents Velocity's largest expenditure & a primary driver of traffic to ExploreWilsonville.com.

### # 2: Citywide events, conventions and conferences

Promoting citywide events will continue to be a priority. We will continue to promote meeting venues in Wilsonville to improve off-season tourism & introduce new visitors to the destination. Increasing the length of stay with the business traveler is a priority.

### # 3: Direct marketing

Design a less expensive visitor brochure for Wilsonville to increase distribution points throughout the region. Continue with marketing messaging to grow our opt-in email database (lead generation), which will cultivate long-term customer relationships, awareness, and positive word-of-mouth. Consistent email marketing communications will continue throughout FY19. Work in partnership with the City to turn our local residents into our most compelling brand evangelists by communicating events, things to do, new restaurants and lodging.

### # 4: Public relations

Working with our regional DMO partners to host journalists is an effective way to market Wilsonville. Explore Wilsonville will also continue its own PR efforts which include strategy, research, pitching, press release writing (1), and wire distribution.

### # 5: Website and digital marketing

The ExploreWilsonville.com website is the most important part of Velocity's marketing mix. Ensuring Wilsonville tourism is supported by a robust and informative tourism website is Velocity's most important job. Wilsonville's social media strategy, campaign, engagement, and search engine optimization (SEO), and search engine marketing (SEM) efforts extend and reinforce the Wilsonville campaign and brand.

### # 6: Visitor research data

Continue to use various sources of quality research data to guide our marketing decisions and strategies. We utilize data from a variety of sources to make innovative and informed marketing decisions for Explore Wilsonville. Primary data comes from the City of Wilsonville's Visitor Profile Study 2018/2019, Travel Oregon, *2018/19 MMGY Global Portrait of American Travelers*, Google analytics from ExploreWilsonville.com, and additional sources.

## Key marketing initiatives FY19 Q3 & Q4



### # 7: Community collaborations, partnership & promotion

Establish relationships with community partners, event producers and tourism stakeholders that will extend Wilsonville's marketing reach and validate the destination. Continue to look for ways to improve efficiencies and cost in marketing expenses by collaborating when we can across City departments.

### # 8: Tourism leadership

Allocating time & resources to make the City an active participant in the community, region, and state enables Wilsonville to be of broader value to the community, and ensures Wilsonville's tourism industry is represented in important regional tourism conversations and planning. We will continue to work with area organizations and regional initiatives (Wilsonville Arts initiatives, Willamette Paddle Trail, bike bridge, etc.)

### # 9: Financial management

Velocity is focused on achieving excellence in transparent financial management & stewardship of public funds. This is an ongoing and unwavering priority for the City of Wilsonville and Velocity Tourism. An up-to-date marketing budget is available online at all times. City lodging tax marketing dollars are spent in a fiscally responsible way by getting the "best bang for our buck".

## FY19 Q3 & Q4 Goals & Objectives

- Work with the City to collect TLT data in a timely manner for performance metrics and quarterly reporting.
- Develop a comprehensive budget, print and digital media schedule to advertise the City and its events to potential visitors.
- Analyze and extract valuable marketing data from the final Visitor Profile Survey report and use insights to guide marketing decisions.
- Work with the City on the new Signage and Wayfinding Plan for Visitor/Info Kiosks. Assist with guidance and expertise.
- Continue to use search engine optimization (SEO) and SEO-related strategies to improve rankings and increase visitation to ExploreWilsonville.com.
- Leverage highly searched vacation locales (like Portland and Willamette Valley) to gain exposure for Wilsonville online with our pocket trip articles.
- Continue with crafting highly targeted digital campaigns to our identified "target personas" and geotargeted locations. Use remarketing pixel data to tap into summer visitors for off-season visits.
- Increase visitor count during the shoulder and winter seasons.
- Continue working with community partners, organizations, and event producers to increase visitor traffic during key events throughout the year.
- Create a less-expensive tri-fold Explore Wilsonville brochure to extend brochure distribution.
- Look for more collaborations and grant opportunities to stretch the Explore Wilsonville marketing budget (co-ops with regional DMOs, providing materials and assistance to the City on their relocation campaign, etc.).
- Grow website traffic by using SEO and content marketing strategies.
- Grow social media engagement via paid and organic social media campaigns.
- Continue crafting engaging "Pocket Trip" itineraries featuring area attractions.
- Continue public relations efforts, FAM trip planning, and distribute one press release on the wire.
- Continue adding new photos to our owned photography database for marketing, PR and City use.
- Continue growing the opt-in email list for email marketing purposes.
- Continue collaboration with state and regional stakeholders and tourism organizations.

## Evaluation performance criteria

We use metrics to evaluate the effectiveness of Explore Wilsonville's marketing efforts. Listed below are the primary **EVALUATION PERFORMANCE CRITERIA** Velocity Tourism uses with a brief description of each. Quarterly marketing reports include these performance metrics:

### Transient Lodging Tax (TLT)

TLT collections serve as the primary metric Wilsonville uses to measure the ebb and flow of the tourism industry. Due to the demand driven nature of lodging pricing (the higher the demand, the higher the lodging rates), TLT collections provide a **BLENDED METRIC** of rate and occupancy that effectively approximates the overall demand for a destination's lodging inventory.

### Citywide lodging occupancy

Citywide lodging occupancy is the percentage of available lodging units occupied for a defined period of time. Smith Travel Research (STR) occupancy data is the industry standard used by most lodging companies, including Velocity Tourism. Along with TLT data, citywide occupancy data helps Velocity measure the health of the City's tourism industry.

### Website traffic to [EXPLOREWILSONVILLE.COM](http://EXPLOREWILSONVILLE.COM)

Velocity's marketing model is designed to drive potential visitors and leads to [ExploreWilsonville.com](http://ExploreWilsonville.com) where they are converted to customers for local businesses and attractions. As a result, the volume of visitors to the Explore Wilsonville website is a key metric used to evaluate interest in the destination and the effectiveness of our marketing.

### Social media engagement & impressions

Velocity rebranded and launched new social media channels for Explore Wilsonville in order to build awareness of the tourism assets found within and outside of the City. Multiple social media channels allow us to monitor what is being said about Wilsonville—good or bad—and engage with not only potential visitors, but writers, bloggers and media for public relations opportunities.

### Overall campaign impressions

Impression is a term that refers to the point in which an ad is viewed once by a visitor. It is sometimes called a view, an ad view, or an "opportunity to see". Impression data comes from media kits provided by each publication or provider. All digital marketing and PR campaigns are tracked and measured for optimal effectiveness. Velocity Tourism tracks impressions and engagement from all paid media buys.

### Referral traffic from tourism website to stakeholder websites

[ExploreWilsonville.com](http://ExploreWilsonville.com) is designed to convert Velocity's marketing efforts to revenue for local businesses. Therefore, the volume of website referrals sent from [ExploreWilsonville.com](http://ExploreWilsonville.com) to tourism stakeholders' websites is a primary metric used to evaluate the effectiveness of Velocity's marketing.

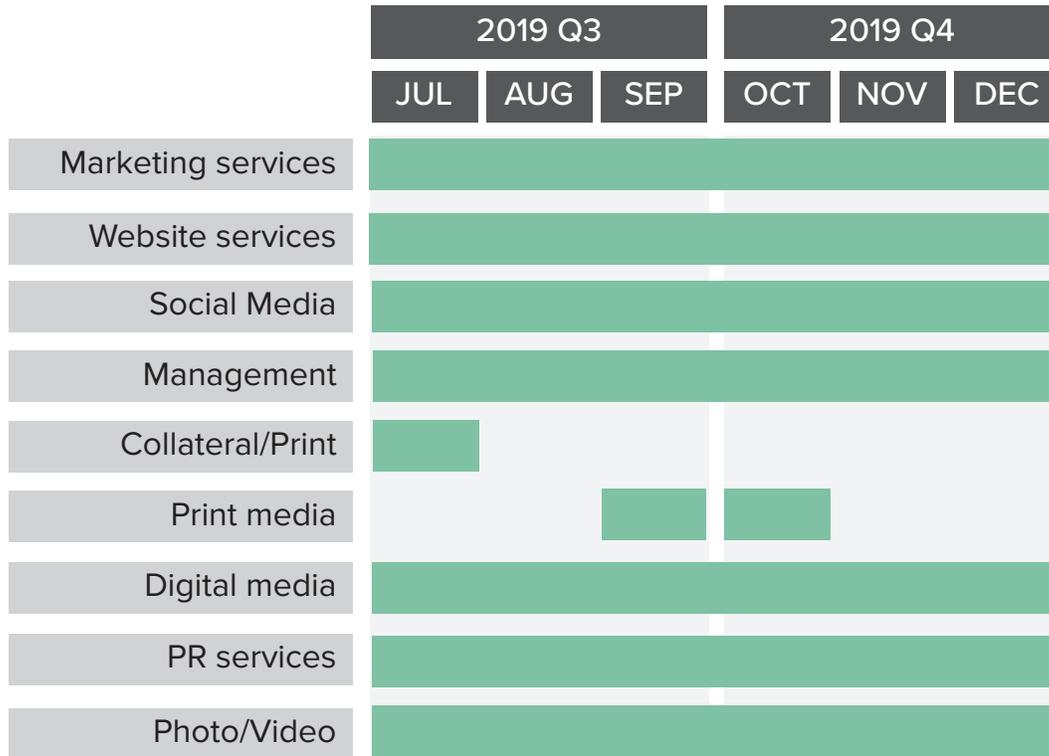
### Lead generation & list growth

Direct marketing is key to driving awareness and visits to a destination. Collecting "opt-in" email addresses, mobile phone numbers and mailing addresses for future marketing is built into our marketing strategy .

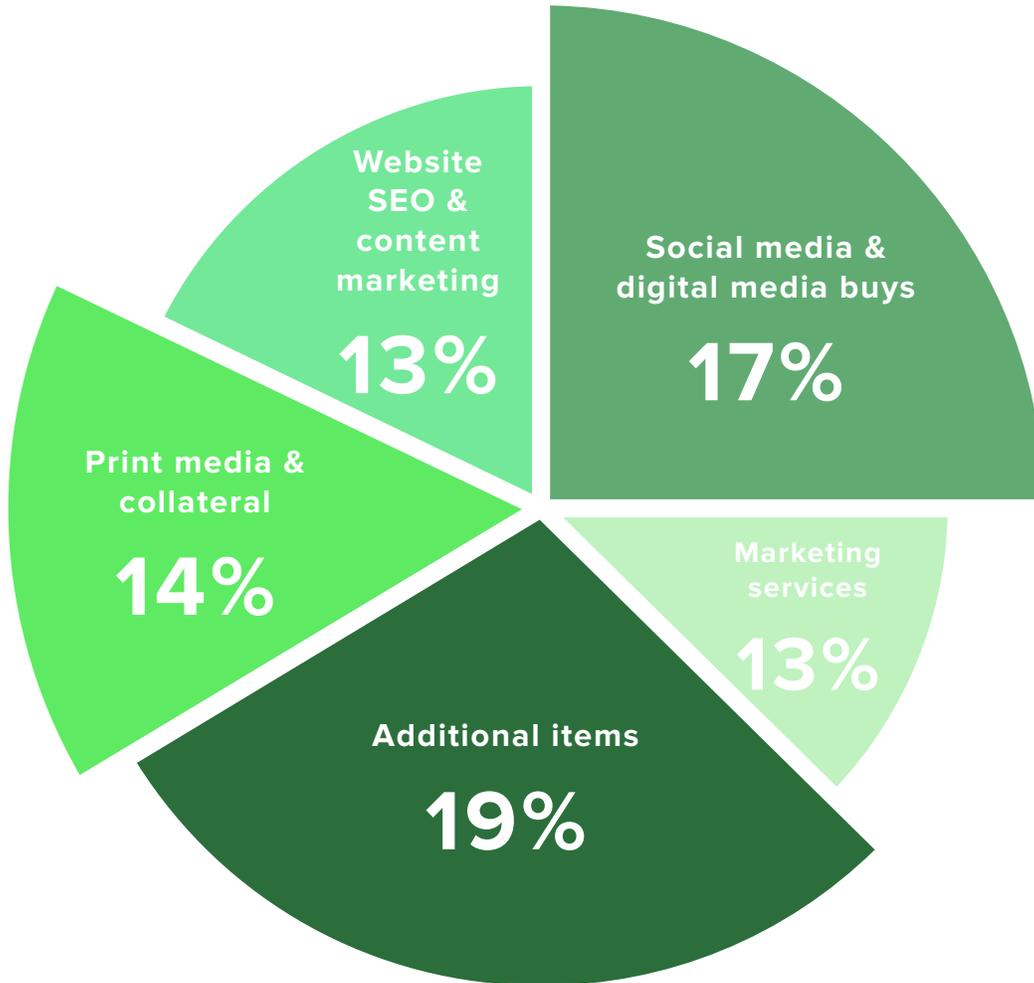
FY19 Q3 & Q4 tasks

# Gantt Chart - FY19

Tourism advertising and marketing services



## FY19 Q3 & Q4 budget allocation & target markets



### Media & executional considerations

Website, Print Ads, Paid and Organic Social Media, Digital Marketing, Search Engine Optimization (SEO)/Search engine marketing (SEM), Google Ads, Email Marketing, and Visitor Guide/Brochure

### Target marketin audience & location

Active "explorer" type of travelers with children and singles or empty nesters with spouse/partner ages 35-64

Oregon I-5 Corridor & Bend  
Washington (Seattle/Tacoma Metro)  
California (LA, SF)  
British Columbia, Canada

### Other budget items

Management 14%  
PR, photo/video 6%  
Reserve 5%

## FY19 Q3 & Q4 Scope of Work & budget detail

*Final costs are based on approved client budget and treated as “do not exceed”. Per contract, line items for the following goods and services can be reallocated to cover unanticipated needs upon mutual agreement between Velocity Tourism and the City of Wilsonville. Line items may be reallocated if requested by Velocity Tourism and approved by the Public/Government Affairs Director. Additional performance outside the Scope of Work will be invoiced separately at the rate of \$150 per hour. 2019 Clackamas County Lodging per diem rate is \$116 per night, Meals & Incidentals \$56 per day, and mileage POV is \$.545 per mile.*

This FY2019 Q3 & Q4 budget accomplishes the Goals & Objectives that had been previously identified in the FY2019/2020 Scope of Work by adjusting it for a six month term. Services & Deliverables identified as Section A through I fall within 3 main categories:

<b>Category 1: Maintenance (A-F)</b> .....	<b>\$62,504</b>
<b>Category 2: Advertisements (G))</b> .....	<b>\$13,732</b>
<b>Category 3: Additional items (H-I)</b> .....	<b>\$23,764</b>
 <b>2019 Q3 &amp; Q4 Total</b> .....	 <b>\$100,000</b>

### Category 1: Maintenance

#### A. Marketing Services: \$13,050

##### A. To include the following services and deliverables:

- **Media Buying:** Identify advertising opportunities with various publications, negotiate favorable ad rates, identify insertion dates based on editorial calendar, define ad specs, upload ads
- **Art & Creative Direction:** Develop creative that aligns and enhances current marketing efforts
- **Production:** Non-creative production services
- **Ad Design:** Creative services for print advertising campaigns
- **Digital Ad Design:** Creative services for digital advertising campaigns
- **Copywriting:** Develop copy for marketing collateral, print and digital advertising, Sunset advertorial
- **Quarterly Reports:** Provide (2) quarterly KPI data in report form
- **Email Marketing Campaign:** Email campaign development and list management
- **Committee Meeting Administration:** Travel costs, meeting time, and preparation (2)

**Completion date:** Q3 & Q4 2019

**NOTED IMPROVEMENTS:** Update current POCKET TRIPS logo treatments by replacing the drab, washed out green color palette with rich, vibrant colors. Review/replace font selections with more visually appealing options.

#### B. Website services: \$12,950

##### A. To include the following services and deliverables:

- **Hosting & Maintenance**
- **Domain Name Renewals:** www.ExploreWilsonville.com
- **SSL Certificate Renewals:** www.ExploreWilsonville.com
- **Security/Hackalert Scanning**
- **Paid Plug-in Renewals**
- **Ongoing Updates for Listings**
- **Event Calendar Listings & Management**
- **Content Development**
- **Ongoing SEO (Search Engine Optimization) work**

## FY19 Q3 & Q4 Scope of Work & budget detail

- Site Development
- Adding Graphics/Photos
- Reporting: KPI reports

**Completion date:** Q3 & Q4 2019

**NOTED IMPROVEMENTS:** Improve the emotional “wow factor” of the website by updating the color palette and utilizing warm, vibrant photography with better font selections.

### C. Social Media: \$16,500

#### A. To include the following services and deliverables:

- **Strategy:** Promote off-season tourism by promoting attractions and events. Develop master editorial calendar for 2019, develop SEO-cial, strategies to assist with SEO efforts for the website, identify trending hashtags, review and analyze past posts to improve the campaign
- **Management & Implementation:** Strategy, design & management of all paid social media. Manage all channels and post 3-5x per week. Create events (or add existing events) to FB page, manage and direct the “day-to-day” social media subcontractor, copywriting, graphic design, art direction of photography, schedule posts, seek out missing photography, ongoing coordination and communication with event producers for events and happenings
- **Monitoring**
- **Reporting**

**Completion date:** Q3 & Q4 2019

### D. Management/meetings: \$13,754

#### A. To include the following services and deliverables:

- Accounting
- **Memberships:** Travel Portland, ODMO
- **Software Subscriptions:** ISSUU (Digital Visitor Guide), STR, if wanted, to be deducted from Reserve
- Management
- Insurance
- Reporting
- **Meetings:** (2 meetings) additional meetings, if wanted, to be deducted from Reserve

**Completion date:** Q3 & Q4 2019

### E. PR: \$1,750

#### A. To include the following services and deliverables:

- Press Release Writing: (1)
- Pitching Story Ideas
- Responding to Writers with Content & Photos
- Press Release Online Distribution to AP Wire
- **Software Subscription:** Direct to AP Wire

**Completion date:** Q3 & Q4 2019

### F. Photo & video: \$4,500

#### A. To include the following services and deliverables:

- New Photography and Videography
- Event Photography
- Usage & Rights Renewals \*if applicable

**Completion date:** Q3 & Q4 2019

## FY19 Q3 & Q4 Scope of Work & budget detail

### Category 2: Advertisements

#### G. Media buys: \$13,732

A. Sunset - September 2019: PNW Travel Planner	991,200 impressions	\$3,070
B. Sunset - October 2019: Travel Chronicles FP	991,200 impressions	PAID
C. AAA - Sept/Oct 2019: River Cruising With the Family	2,983,500 impressions	\$3,162
D. Paid Digital Media	1 Million+ impressions	\$7,500

### Category 3: Additional items

#### H. Collateral, printing & shipping/distribution: \$19,332

##### A. To include the following services and deliverables:

- **Tri-fold Rack Brochure:** 12" x 9" (flat) brochure printed on 100# gloss book. Printed in four (process) colors plus flood gloss AQ on both sides of sheet (4+fAQ/4+fAQ), full bleed. Trimmed, roll folded to finish size of 4" x 9". Boxed. Quantity: 40,000
- **Certified Folder:** 6 mos. brochure distribution at all (8) State Welcome Centers (includes Portland International Airport) + (6) Rest Stops: Multnomah Falls, French Prairie South Bound, French Prairie North Bound, Santiam, Oak Grove, Mt. Hood + (227) Portland Super Cities + poster-sized display at I-5 French Prairie North Bound per Oregon Travel Information Council (OTIC)
- **Wilsonville Chamber of Commerce:** 6 mos. brochure distribution throughout local kiosk locations to include: Holiday Inn, Motel 6, LaQuinta, Quality Inn, SnoozInn, GuestHouse, City Hall, Library, Police, Clackamas Community College, Family Fun Center, Oregon Tech, Pioneer Pacific College, Fir Point Farms, Pheasant Ridge RV, Butteville Store, Aurora Airport
- **Postage:** \$500 of stamps for Visitor Center fulfillment
- **Freight, Shipping & Distribution**

**Completion date:** Summer 2019

#### I. Reserve/Contingency: \$4,432

*Funds to cover an item that might go over budget or to allow the tourism promotion program to take advantage of an unforeseen or unplanned opportunity.*



**VELOCITY TOURISM**  
63372 FREEDOM PLACE BEND, OR 97701  
541.979.0094 | [VELOCITYTOURISM.COM](http://VELOCITYTOURISM.COM)

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## Wilsonville Tourism Promotion Committee

May 21, 2019

**To:** Mayor Tim Knapp and City Councilors, Wilsonville City Council**From:** Voting members of the Tourism Promotion Committee:  
Jeff Brown, Chair Darren Harmon, Al Levit, Vice Chair Dave Pearson,  
Beth Price and Brandon Roben**cc:** Bryan Cosgrove, City Manager; Mike McCarty, Parks & Recreation Director**RE:** Dedicated Staffing Resource for Tourism Promotion Program

We write to express our appreciation to Mayor Knapp and City Council members for your support of the City's *Tourism Development Strategy* and the Tourism Promotion Program and Committee that grew from Council adoption of the Strategy in May 2014. We have come a long way since that time!

On May 21, members of the committee voted unanimously to write to encourage your consideration of a component of the "FY 2019/20 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy" that you are to consider for adoption. For the next year, FY 2019/20, the committee seeks to advance consideration of a dedicated staffing resource to the City's tourism promotion program, and a potential new arts, culture and heritage strategy.

The Committee understands that a draft plan, *Community Investment Strategy for Arts, Culture and Heritage*, undertaken as part of the City's FY 2017-19 Community Enhancement Program, reflects a potential City Council priority to create a full-time staff position tentatively called Tourism and Cultural Affairs Coordinator in the Parks and Recreation Department. This new position would assume extra duties carried by current staff who have tourism programs as "extra duties as assigned" and would provide additional horsepower for Wilsonville tourism and related cultural affairs.

Specifically, duties for the new position could include staffing the committee; managing the tourism grants process; working more intensely with the Tourism Development and Operations Consultant contractor to extend work-product impact; and interacting with local businesses and regional/state/international cultural organizations and tourism partners to create new promotional campaigns that generate economic activity in the Wilsonville area.

The committee seeks to work with staff and the Committee's City Council Liaison to refine a position description and job duties for a potential Tourism and Cultural Affairs Coordinator position for consideration by City Council to be added in the FY19/20 or FY20/21 budget cycle.

Thank you for your time and consideration.



**EXPLORE  
WILSONVILLE**  
A POCKET (OF FUN)

**VOTING MEMBERS**

**Jeff Brown**, General  
Manager, Hotel Eastlund

**Darren Harmon**, Chair  
General Manager,  
Family Fun Center

**Al Levit**  
Former Commissioner,  
City of Wilsonville  
Planning Commission

**Dave Pearson**,  
Vice Chair  
Executive Director,  
World of Speed  
Motorsports Museum

**Brandon Roben**  
CEO, Oaks Park

**David Stead**  
General Manager,  
Langdon Farms Golf  
Club

**ADVISORY /  
EX-OFFICIO MEMBERS**

**City of Wilsonville**  
City Councilor Charlotte  
Lehan, Council Liaison  
Michael McCarty, Parks &  
Recreation Director  
Brian Stevenson,  
Community Services  
Manager (designee)  
Erica Behler, Parks &  
Recreation Coordinator  
(designee)

**Clackamas County  
Tourism & Cultural  
Affairs (TCA)**  
Danielle Cowan, Director  
Samara Phelps,  
Development Lead  
(designee)

**Washington County  
Visitors Association  
(WCVA)**  
Carolyn McCormick,  
President/CEO  
Sylke Neal-Finnegan,  
VP/Marketing &  
Communications  
(designee)

**Wilsonville Area  
Chamber of Commerce**  
Kevin Ferrasci O'Malley,  
CEO

**STAFF**

Mark Ottenad,  
Public/Government  
Affairs Director

**OPERATIONS AND  
DEVELOPMENT  
COORDINATOR**

Vertigo Marketing, LLC  
Lynette Brailard  
and Trev Naranche,  
Principals

Q1 2019  
Wilsonville  
Tourism  
Advertising  
and  
Marketing  
Services  
Report



# HIGHLIGHTS FOR Q1 2019

## Explore Wilsonville Campaign Highlights

Q1 2019

- January Lodging Occupancy: +9.6%  
March Lodging Supply: -11.3%  
March Lodging REVPAR: +5.4%
- Website sessions are up +102% and pageviews are up +37% compared to the previous quarter
- Organic website traffic is up 604% YOY
- Launched Facebook Co-op Campaign Promotion with Mt. Hood Territory (receiving \$250 grant)
- Facebook engagement is up over 300% and Instagram engagement is up over 1,200%
- Promoting Explore Wilsonville with animated banner ads on TravelOregon.com
- Placed a print ad in Travel Oregon's 2019 Visitor Guide featuring "Family Fun Days" Pocket Trip to Wilsonville
- Distributed press release on February 14 for the new campaign and website. Received over 82 news articles published, two stories in the Wilsonville Spokesman and an interview on Portland radio station KXL



# TRAVEL BAROMETER - MARCH DEMAND

Travelstats.com - Profile

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## OREGON MONTHLY BAROMETER | March 2019

### LODGING TRENDS

Category: Demand

#### Mt Hood/Gorge Demand

Monthly: 2 years | Mar 2019 | Mar (%) | YTD (%)

\$43.5K | 4.8%▲ | 4.2%▲

Click on bar chart below to select a different region.

Period: Year-To-Date

Demand (YOY % Chg): March 2019 (Year-To-Date)

Willamette Valley	5.1%
Central Oregon	4.4%
Mt Hood/Gorge	4.2%
Greater Portland	2.7%
Eastern Oregon	2.2%
Oregon Coast	0.7%
Southern Oregon	0.7%
Oregon	2.8%
Pacific Region*	1.2%
US Total	2.4%

YOY Percent Change

\*The Pacific Region includes the states of Alaska, California, Hawaii, Oregon and Washington.

SOURCE: SMITH TRAVEL RESEARCH (STR, Inc)

The Travel Oregon has the agreement with STR to share only most current lodging data. If you have any questions regarding the usage right of STR data, please direct your inquiries to the Travel Oregon.

**Dean Runyan Associates** | Tanya Mamchik, (503)226-2973 | tanya.mamchik@deanrunyan.com

### TRANSPORTATION

#### West Coast (except CA) Gas Prices (\$ per gallon)

Monthly: 2 years | Mar 2019 | Mar (%) | YTD (%)

\$2.73 | -3.4%▼ | -2.1%▼

SOURCE: U.S. ENERGY INFORMATION ADMINISTRATION Regular All Formulations Retail Gasoline Prices

#### Total Deplanned Passengers at PDX

Monthly: 2 years | Mar 2019 | Mar (%) | YTD (%)

785,170 | 0.8%▲ | 2.5%▲

SOURCE: PORT OF PORTLAND

#### International Deplanned Passengers at PDX

Monthly: 2 years | Mar 2019 | Mar (%) | YTD (%)

30,420 | -4.0%▼ | -7.5%▼

SOURCE: PORT OF PORTLAND

### CONSUMER PRICE INDEX

#### West Urban CPI Food Away From Home

Monthly: 2 years | Mar 2019 | Mar (%) | YTD (%)

282.618 | 3.4%▲ | 3.4%▲

SOURCE: U.S. BUREAU OF LABOR STATISTICS

### EMPLOYMENT

#### Leisure & Hospitality Employment

Monthly: 2 years | Mar 2019 | Mar (%) | YTD (%)

214,500 | 2.0%▲ | 1.8%▲

SOURCE: OREGON EMPLOYMENT DEPARTMENT

#### Accommodation & Food Services Employment

Monthly: 2 years | Mar 2019 | Mar (%) | YTD (%)

187,400 | 2.5%▲ | 2.2%▲

SOURCE: OREGON EMPLOYMENT DEPARTMENT

### NATIONAL AND STATE INDICATORS (March 2007=100)

#### Traveler Sentiment Index (TSI)-Base: Likely Oregon Visitors

Monthly: 2 years | 2018 Q3 | 2018 Q3 (points)

126 | -3▼

SOURCE: MMGY GLOBAL. TSI is a quarterly metric of consumer attitudes toward leisure travel based on available time and finances, interest, affordability, safety of travel and quality of service.

### OR Index of Leading Economic Indicators (OILI)

Monthly: 2 years | Mar 2019 | Mar (%) | 6Mo(%)\*\*

103.1 | -0.1%▼ | 3.8%▲

SOURCE: OREGON OFFICE OF ECONOMIC ANALYSIS  
\*\*6 Month Annualized Change

This dashboard does not imply Travel Oregon's participation in any increase or decrease in the various metrics offered.

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# TRAVEL BAROMETER - MARCH OCCUPANCY

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## OREGON MONTHLY BAROMETER | March 2019

### LODGING TRENDS

Category: Occupancy

#### Mt Hood/Gorge Occupancy

Monthly: 2 years | Mar 2019 | Mar (%) | YTD (%)

63.5% | 4.6%▲ | 4.0%▲

Click on bar chart below to select a different region.

Period: Year-To-Date

#### Occupancy (YOY % Chg): March 2019 (Year-To-Date)

Mt Hood/Gorge	4.0%
Willamette Valley	3.5%
Eastern Oregon	2.1%
Oregon Coast	0.5%
Central Oregon	0.4%
Southern Oregon	-2.5%
Greater Portland	-2.9%
Oregon	-0.3%
Pacific Region*	-0.2%
US Total	0.4%

YOY Percent Change

\*The Pacific Region includes the states of Alaska, California, Hawaii, Oregon and Washington.

SOURCE: SMITH TRAVEL RESEARCH (STR, Inc)

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**DeanRunyan Associates** | Tanya Mamchik, (503)226-2973 | tanya.mamchik@deanrunyan.com

### TRANSPORTATION

#### West Coast (except CA) Gas Prices (\$ per gallon)

Monthly: 2 years | Mar 2019 | Mar (%) | YTD (%)

\$2.73 | -3.4%▼ | -2.1%▼

SOURCE: U.S. ENERGY INFORMATION ADMINISTRATION Regular All Formulations Retail Gasoline Prices

#### Total Deplanned Passengers at PDX

Monthly: 2 years | Mar 2019 | Mar (%) | YTD (%)

785,170 | 0.8%▲ | 2.5%▲

SOURCE: PORT OF PORTLAND

#### International Deplanned Passengers at PDX

Monthly: 2 years | Mar 2019 | Mar (%) | YTD (%)

30,420 | -4.0%▼ | -7.5%▼

SOURCE: PORT OF PORTLAND

### CONSUMER PRICE INDEX

#### West Urban CPI Food Away From Home

Monthly: 2 years | Mar 2019 | Mar (%) | YTD (%)

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SOURCE: U.S. BUREAU OF LABOR STATISTICS

### EMPLOYMENT

#### Leisure & Hospitality Employment

Monthly: 2 years | Mar 2019 | Mar (%) | YTD (%)

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SOURCE: OREGON EMPLOYMENT DEPARTMENT

#### Accommodation & Food Services Employment

Monthly: 2 years | Mar 2019 | Mar (%) | YTD (%)

187,400 | 2.5%▲ | 2.2%▲

SOURCE: OREGON EMPLOYMENT DEPARTMENT

### NATIONAL AND STATE INDICATORS (March 2007=100)

#### Traveler Sentiment Index (TSI)-Base: Likely Oregon Visitors

Monthly: 2 years | 2018 Q3 | 2018 Q3 (points)

126 | -3▼

SOURCE: MMGY GLOBAL. TSI is a quarterly metric of consumer attitudes toward leisure travel based on available time and finances, interest, affordability, safety of travel and quality of service.

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Monthly: 2 years | Mar 2019 | Mar (%) | 6Mo(%)\*\*

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SOURCE: OREGON OFFICE OF ECONOMIC ANALYSIS.

\*\*6 Month Annualized Change

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Navigation icons: back, forward, search, refresh, print, share

# TRAVEL BAROMETER - MARCH REVENUE

Travelstats.com - Profile

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## OREGON MONTHLY BAROMETER | March 2019

### LODGING TRENDS

Category: Revenue

#### Mt Hood/Gorge Revenue

Monthly: 2 years | Mar 2019 | Mar (%) | YTD (%)

\$4.2M | 6.4%▲ | 4.0%▲

Click on bar chart below to select a different region.

Period: Year-To-Date

Revenue (YOY % Chg): March 2019 (Year-To-Date)

Willamette Valley	6.0%
Central Oregon	5.5%
Mt Hood/Gorge	4.0%
Eastern Oregon	2.8%
Greater Portland	2.4%
Southern Oregon	2.1%
Oregon Coast	0.3%
Oregon	3.0%
Pacific Region*	3.8%
US Total	3.5%

YOY Percent Change

\*The Pacific Region includes the states of Alaska, California, Hawaii, Oregon and Washington.  
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### TRANSPORTATION

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Monthly: 2 years | Mar 2019 | Mar (%) | YTD (%)

\$2.73 | -3.4%▼ | -2.1%▼

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SOURCE: U.S. BUREAU OF LABOR STATISTICS

**TRAVEL OREGON** | Ladan Ghahramani, (971)717-6205 | Ladan@TravelOregon.com

### EMPLOYMENT

#### Leisure & Hospitality Employment

Monthly: 2 years | Mar 2019 | Mar (%) | YTD (%)

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SOURCE: OREGON EMPLOYMENT DEPARTMENT

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Monthly: 2 years | Mar 2019 | Mar (%) | YTD (%)

187,400 | 2.5%▲ | 2.2%▲

SOURCE: OREGON EMPLOYMENT DEPARTMENT

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\*\*6 Month Annualized Change

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Navigation icons: back, forward, search, refresh, print, share

# TRAVEL BAROMETER - MARCH ROOM RATE

Travelstats.com - Profile

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## OREGON MONTHLY BAROMETER | March 2019

### LODGING TRENDS

Category: Room Rate

#### Mt Hood/Gorge Room Rate

Monthly: 2 years

Mar 2019	Mar (%)	YTD (%)
\$96.5	1.5%▲	-0.2%▼

Click on bar chart below to select a different region.

Period: Year-To-Date

#### Room Rate (YOY % Chg): March 2019 (Year-To-Date)

Southern Oregon	1.3%
Central Oregon	1.1%
Willamette Valley	0.9%
Eastern Oregon	0.6%
Greater Portland	-0.2%
Mt Hood/Gorge	-0.2%
Oregon Coast	-0.4%
Oregon	0.2%
Pacific Region*	2.5%
US Total	1.1%

YOY Percent Change

\*The Pacific Region includes the states of Alaska, California, Hawaii, Oregon and Washington.  
SOURCE: SMITH TRAVEL RESEARCH (STR, Inc)

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tanya.mamchik@deanrunyan.com

### TRANSPORTATION

#### West Coast (except CA) Gas Prices (\$ per gallon)

Monthly: 2 years

Mar 2019	Mar (%)	YTD (%)
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SOURCE: U.S. ENERGY INFORMATION ADMINISTRATION Regular All Formulations Retail Gasoline Prices

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Monthly: 2 years

Mar 2019	Mar (%)	YTD (%)
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SOURCE: PORT OF PORTLAND

#### International Deplanned Passengers at PDX

Monthly: 2 years

Mar 2019	Mar (%)	YTD (%)
30,420	-4.0%▼	-7.5%▼

SOURCE: PORT OF PORTLAND

### CONSUMER PRICE INDEX

#### West Urban CPI Food Away From Home

Monthly: 2 years

Mar 2019	Mar (%)	YTD (%)
282.618	3.4%▲	3.4%▲

SOURCE: U.S. BUREAU OF LABOR STATISTICS

**TRAVEL OREGON** | Ladan Ghahramani, (971)717-6205  
Ladan@TravelOregon.com

### EMPLOYMENT

#### Leisure & Hospitality Employment

Monthly: 2 years

Mar 2019	Mar (%)	YTD (%)
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SOURCE: OREGON EMPLOYMENT DEPARTMENT

#### Accommodation & Food Services Employment

Monthly: 2 years

Mar 2019	Mar (%)	YTD (%)
187,400	2.5%▲	2.2%▲

SOURCE: OREGON EMPLOYMENT DEPARTMENT

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#### Traveler Sentiment Index (TSI)-Base: Likely Oregon Visitors

Monthly: 2 years

2018 Q3	2018 Q3 (points)
126	-3▼

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#### OR Index of Leading Economic Indicators (OILI)

Monthly: 2 years

Mar 2019	Mar (%)	6Mo(%)**
103.1	-0.1%▼	3.8%▲

SOURCE: OREGON OFFICE OF ECONOMIC ANALYSIS.  
\*\*6 Month Annualized Change

This dashboard does not imply Travel Oregon's participation in any increase or decrease in the various metrics offered.

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Navigation icons: back, forward, search, refresh, print, share

# TRAVEL BAROMETER - MARCH SUPPLY

Travelstats.com - Profile

Favorite

## OREGON MONTHLY BAROMETER | March 2019

### LODGING TRENDS

Category: Supply

#### Mt Hood/Gorge Supply

Monthly: 2 years	Mar 2019	Mar (%)	YTD (%)
	68.5K	0.2%▲	0.2%▲

Click on bar chart below to select a different region.

Period: Year-To-Date

#### Supply (YOY % Chg): March 2019 (Year-To-Date)

Region	YOY % Chg
Greater Portland	5.8%
Central Oregon	4.0%
Southern Oregon	3.3%
Willamette Valley	1.5%
Oregon Coast	0.2%
Mt Hood/Gorge	0.2%
Eastern Oregon	0.1%
Oregon	3.1%
Pacific Region*	1.4%
US Total	2.0%

YOY Percent Change

\*The Pacific Region includes the states of Alaska, California, Hawaii, Oregon and Washington.  
 SOURCE: SMITH TRAVEL RESEARCH (STR, Inc)  
 The Travel Oregon has the agreement with STR to share only most current lodging data. If you have any questions regarding the usage right of STR data, please direct your inquiries to the Travel Oregon.

**Dean Runyan Associates** Tanya Mamchik, (503)226-2973  
 tanya.mamchik@deanrunyan.com

### TRANSPORTATION

#### West Coast (except CA) Gas Prices (\$ per gallon)

Monthly: 2 years	Mar 2019	Mar (%)	YTD (%)
	\$2.73	-3.4%▼	-2.1%▼

SOURCE: U.S. ENERGY INFORMATION ADMINISTRATION  
 Regular All Formulations Retail Gasoline Prices

#### Total Deplaned Passengers at PDX

Monthly: 2 years	Mar 2019	Mar (%)	YTD (%)
	785,170	0.8%▲	2.5%▲

SOURCE: PORT OF PORTLAND

#### International Deplaned Passengers at PDX

Monthly: 2 years	Mar 2019	Mar (%)	YTD (%)
	30,420	-4.0%▼	-7.5%▼

SOURCE: PORT OF PORTLAND

### CONSUMER PRICE INDEX

#### West Urban CPI Food Away From Home

Monthly: 2 years	Mar 2019	Mar (%)	YTD (%)
	282.618	3.4%▲	3.4%▲

SOURCE: U.S. BUREAU OF LABOR STATISTICS

**TRAVEL OREGON** Ladan Ghahramani, (971)717-6205  
 Ladan@TravelOregon.com

### EMPLOYMENT

#### Leisure & Hospitality Employment

Monthly: 2 years	Mar 2019	Mar (%)	YTD (%)
	214,500	2.0%▲	1.8%▲

SOURCE: OREGON EMPLOYMENT DEPARTMENT

#### Accommodation & Food Services Employment

Monthly: 2 years	Mar 2019	Mar (%)	YTD (%)
	187,400	2.5%▲	2.2%▲

SOURCE: OREGON EMPLOYMENT DEPARTMENT

### NATIONAL AND STATE INDICATORS (March 2007=100)

#### Traveler Sentiment Index (TSI)-Base: Likely Oregon Visitors

Monthly: 2 years	2018 Q3	2018 Q3 (points)
	126	-3▼

SOURCE: MMGY GLOBAL. TSI is a quarterly metric of consumer attitudes toward leisure travel based on available time and finances, interest, affordability, safety of travel and quality of service.

#### OR Index of Leading Economic Indicators (OILI)

Monthly: 2 years	Mar 2019	Mar (%)	6Mo(%)**
	103.1	-0.1%▼	3.8%▲

SOURCE: OREGON OFFICE OF ECONOMIC ANALYSIS.  
 \*\*6 Month Annualized Change

This dashboard does not imply Travel Oregon's participation in any increase or decrease in the various metrics offered.

## OUR REACH IN Q1



### Website

- Website sessions were up +800% (6,218 visits). Pageviews are up +97% (11,316)
- Pocket trips is the #1 most visited page on the site for first quarter
- Organic website traffic (a.k.a. free traffic) is up +604%



### Digital & Social

- Paid social media co-op campaign with Mt. Hood Territory launched on Facebook and Instagram driving over 1,133 landing page views
- 103,225 total digital ad impressions from social media and paid Google Ad campaign
- Google Ad campaign resulted in above average click-thru rate performance (again!)



### Print Media

- Our ad placement in Travel Oregon will get over one million impressions in 2019



59,527 Impressions  
276 Engagements



5,242 Impressions  
617 Engagements



10,286 Impressions  
51 Engagements



735 Impressions

# WEBSITE REPORT - Q1 2019

Explore Wilsonville Website Report  
1st Quarter 2019 vs. 1st Quarter 2018

Jan 1, 2019 - Mar 31, 2019

Website Report

Data From Google Analytics

Sessions  
**6,218**  
↑ 788.3%

Users  
**5,531**  
↑ 861.9%

New Users  
**5,497**  
↑ 886.9%

Pageviews  
**11,316**  
↑ 96.8%

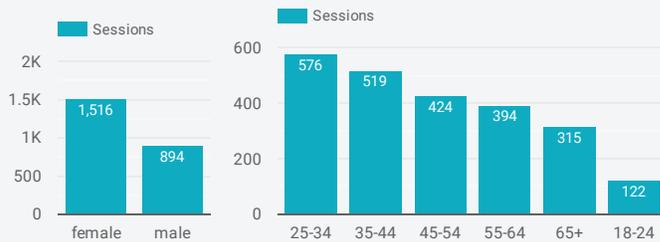
Avg. Session Duration  
**00:00:59**  
↓ -48.7%

Avg. Page Load Time (sec)  
**4.97**  
↓ -47.9%

Avg. Time on Page  
**00:01:12**  
↑ 357.0%

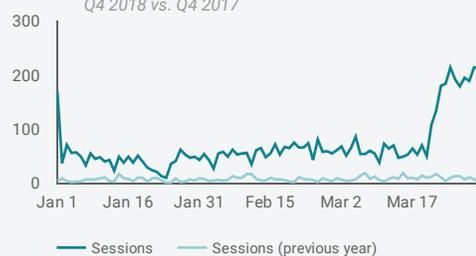
Bounce Rate  
**72.0%**  
↑ 1,160.6%

## Gender & Age



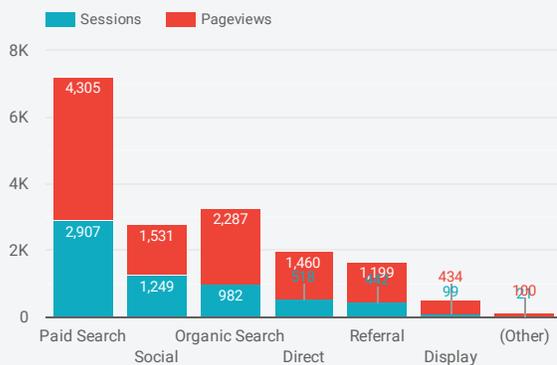
## How are site sessions trending?

Q4 2018 vs. Q4 2017



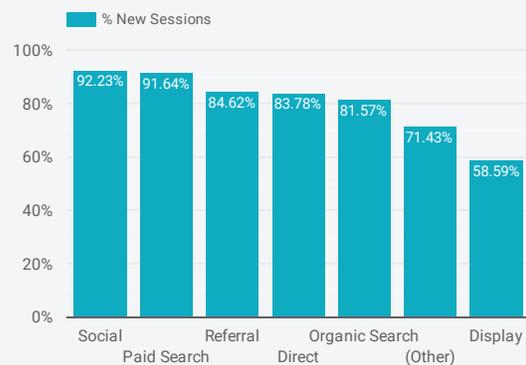
## Which channels are driving engagement?

Goal: Engaged Users



## New Users

First Time Users to Site & Where They are Coming From



## Google Adwords Campaign Performance

Paid Search Report at a Glance

Cost	Impressions	Clicks	CTR	CPC	CPM
<b>\$1,601.84</b>	<b>28,170</b>	<b>3,164</b>	<b>11.23%</b>	<b>\$0.51</b>	<b>\$56.86</b>
		↑ 327.0%	↑ 160.4%	↓ -13.6%	↑ 125.0%

# WEBSITE REPORT - Q1 2019

## Top Landing Pages

The first page a visitor lands on

Landing Page	Pageviews
1. /pocket-trips/	4,467
2. /	3,226
3. /campaign/tulip-and-flower-festivals/	555
4. /campaign/farmlandia-farm-loop/	395
5. /events/	376
6. /campaign/world-of-speed/	361
7. /stay/	118
8. /pocket-trips/shopping-in-wilsonville/	103
9. /event/live-music-at-the-historic-butteville-store-2018-12-08/2018-12-15/	81
10. /restaurants-wilsonville-oregon/	68
11. /eat-drink/winery/quench-taproom/	66
12. /visitor-guide-request/	63
13. /meet/	52
14. /event/live-music-at-the-historic-butteville-store-2018-11-03/	46
15. /event/st-paul-rodeo/	43
16. /event/live-music-at-butteville-store/2019-03-16/	40
17. /event/wilsonville-farmers-market/2019-05-30/	37
18. /event/wilsonville-festival-of-arts/	36
19. /pocket-trips/frolicking-through-french-prairie-oregon/	36
20. /get-here/	36
21. /event/live-music-at-butteville-store/2019-03-02/	35
22. /eat-drink/all-restaurants/page/4/	33
23. /submit-business-listing/	33
24. /hotels-motels/	32
25. /pocket-trips/indoor-fun/	29
26. /eat-drink/all-restaurants/new-hunan-kitchen/	29
27. /event/wilsonville-brewfest/	29
28. /pocket-trips/experience-art-in-wilsonville/	28
29. /event/muddy-paws-fun-run-walk/	28
30. /campgrounds-rv-resorts/	27
31. /pocket-trips/farmlandia-fun-oregon/savoring-the-farm-life-in-wilsonville/	24
32. /pocket-trips/eating-drinking/	23
33. /event/the-ice-age-oregon-trail/	22
34. /venue/historic-butteville-store/	19
35. /event/woodburn-fiesta-mexicana/	16
36. /eat-drink/lunch/family-fun-center-bullwinkles-restaurant/	16

# WEBSITE REPORT - Q1 2019

## Top Pages

*Most popular pages visited*

	Page	Pageviews ▾
1.	/pocket-trips/	3,764
2.	/	1,887
3.	/campaign/tulip-and-flower-festivals/	534
4.	/events/	464
5.	/campaign/farmlandia-farm-loop/	380
6.	/pocket-trips/family-time/	380
7.	/campaign/world-of-speed/	328
8.	/stay/	216
9.	/restaurants-wilsonville-oregon/	214
10.	/visitor-guide-request/	146
11.	/pocket-trips/outdoor-fun/	128
12.	/pocket-trips/shopping-in-wilsonville/	125
13.	/hotels-motels/	110
14.	/pocket-trips/indoor-fun/	107
15.	/pocket-trips/shopping/	107
16.	/pocket-trips/family-time/family-fun-day-in-wilsonville-oregon/	101
17.	/pocket-trips/eating-drinking/	97
18.	/pocket-trips/history-heritage/	65
19.	/pocket-trips/farmlandia-fun/	64
20.	/get-here/	62
21.	/meet/	57
22.	/pocket-trips/frolicking-through-french-prairie-oregon/	51
23.	/pocket-trips/riding-the-trails-in-wilsonville/	49
24.	/pocket-trips/the-luxe-life-in-wilsonville/	45
25.	/pocket-trips/farmlandia-fun-oregon/savoring-the-farm-life-in-wilsonville/	42
26.	/pocket-trips/art-music/	38
27.	/event/live-music-at-butteville-store/2019-03-16/	38
28.	/event/wilsonville-festival-of-arts/	35
29.	/event/st-paul-rodeo/	34
30.	/events/community/add/	34
31.	/pocket-trips/wineries-willamette-valley-oregon/	34
32.	/event/live-music-at-the-historic-butteville-store-2018-11-03/	34
33.	/wineries/	33
34.	/event/tulip-festival-at-wooden-shoe-tulip-farm/	33
35.	/pocket-trips/finer-things/	33
36.	/campgrounds-rv-resorts/	32

# WEBSITE REPORT - Q1 2019

## Top Referral Sources

Traffic from Referring Websites to ExploreWilsonville.com

	Source / Medium	Pageviews ▾
1.	google / cpc	4,305
2.	google / organic	2,058
3.	(direct) / (none)	1,460
4.	m.facebook.com / referral	1,351
5.	ci.wilsonville.or.us / referral	684
6.	TravelOregon / banner	433
7.	google.com / referral	125
8.	bing / organic	115
9.	wilsonvilleparksandrec.com / referral	110
10.	facebook.com / referral	110
11.	PR-NewCampaign / wire	100
12.	yahoo / organic	93
13.	googleads.g.doubleclick.net / referral	72
14.	search.google.com / referral	37
15.	tualatinvalley.org / referral	33
16.	wilsonvillelibrary.org / referral	26
17.	lm.facebook.com / referral	24
18.	duckduckgo / organic	21
19.	traveloregon.com / referral	19
20.	instagram.com / referral	14
21.	l.facebook.com / referral	14
22.	charbonneaulive.com / referral	12
23.	l.instagram.com / referral	11
24.	openurls.com.cn / referral	9
25.	en.m.wikipedia.org / referral	9
26.	en.wikipedia.org / referral	8
27.	pinterest.com / referral	6
28.	email12.secureserver.net / referral	6
29.	start.att.net / referral	6
30.	journalgraphicsdigitalpublications.com / referral	5
31.	oregondmo.com / referral	5
32.	boxofamazing.com / referral	5
33.	search.lilo.org / referral	4
34.	search.xfinity.com / referral	4
35.	visitcorvallis.com / referral	3
36.	greatblog.top / referral	2
37.	merryblog.top / referral	2

# SOCIAL MEDIA REPORT - GROUP



## Group Report

January 1, 2019 – March 31, 2019

# SOCIAL MEDIA REPORT - GROUP



Group Report | 1 of 6

## Included in this Report

 Explore Wilsonville  
 Explore Wilsonville

 Explore Wilsonville  
 Explore Wilsonville Oregon

# SOCIAL MEDIA REPORT - GROUP



Group Report | 2 of 6

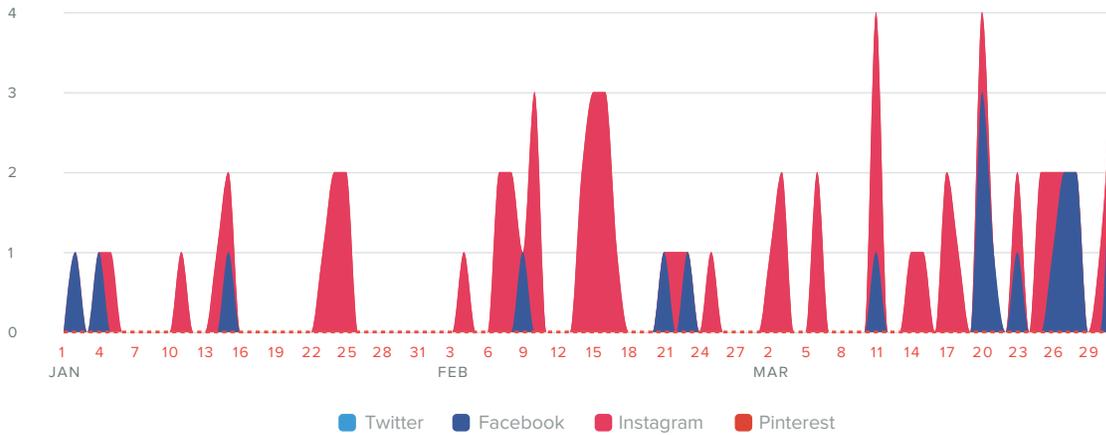
## Group Activity Overview

Impressions <b>75.1k</b>	Engagements <b>944</b>	Link Clicks <b>1,558</b>
-----------------------------	---------------------------	-----------------------------

## Group Audience Growth

AUDIENCE GROWTH, BY DAY

We are unable to retrieve all of your data at this time.



Audience Growth Metrics	Totals	Total Followers % Change
<b>Total Followers</b>	<b>197</b>	<b>↗ 28.8%</b>
New Twitter Followers	0	→ 0%
New Facebook Fans	19	↗ 47.5%
New Instagram Followers	25	↗ 22.1%
New Pinterest Followers	0	—
<b>Total Followers Gained</b>	<b>44</b>	<b>↗ 28.8%</b>

Total followers increased by

**▲ 28.8%**

since previous date range

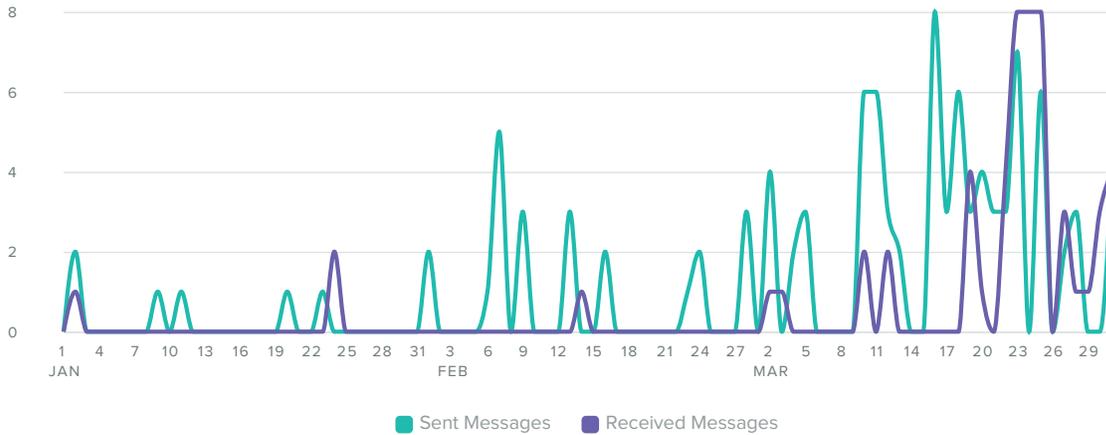
# SOCIAL MEDIA REPORT - GROUP



Group Report | 3 of 6

## Group Message Volumes

MESSAGES PER DAY



Sent Messages Metrics	Totals	% Change
Twitter Tweets and DMs Sent	34	↗ 1,600%
Facebook Posts Sent	35	↗ 337.5%
Instagram Messages Sent	37	↗ 311.1%
Pinterest Pins Sent	0	↘ 100%
<b>Total Messages Sent</b>	<b>106</b>	<b>↗ 404.8%</b>

Message volume increased by  
**▲ 404.8%**  
 since previous date range

Received Messages Metrics	Totals	% Change
Twitter Messages Received	0	→ 0%
Facebook Messages Received	37	↗ 184.6%
Instagram Comments Received	18	↗ 500%
<b>Total Messages Received</b>	<b>55</b>	<b>↗ 243.8%</b>

Message volume increased by  
**▲ 243.8%**  
 since previous date range

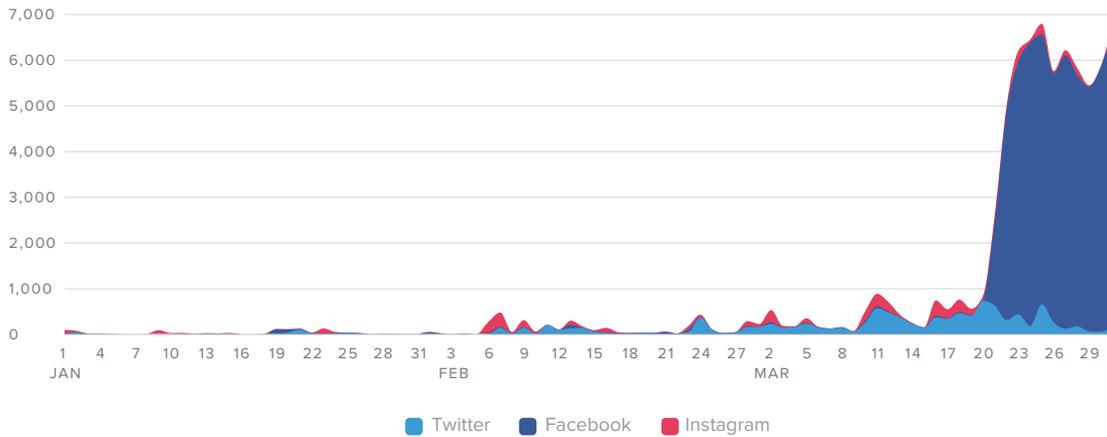
# SOCIAL MEDIA REPORT - GROUP REPORT



Group Report | 4 of 6

## Group Impressions

IMPRESSIONS PER DAY



Impressions Metrics	Totals	% Change
Twitter Impressions	10,286	↗ 937.9%
Facebook Impressions	59,527	↘ 1.5%
Instagram Impressions	5,242	↗ 432.2%
<b>Total Impressions</b>	<b>75,055</b>	<b>↗ 20.3%</b>

Total Impressions increased by

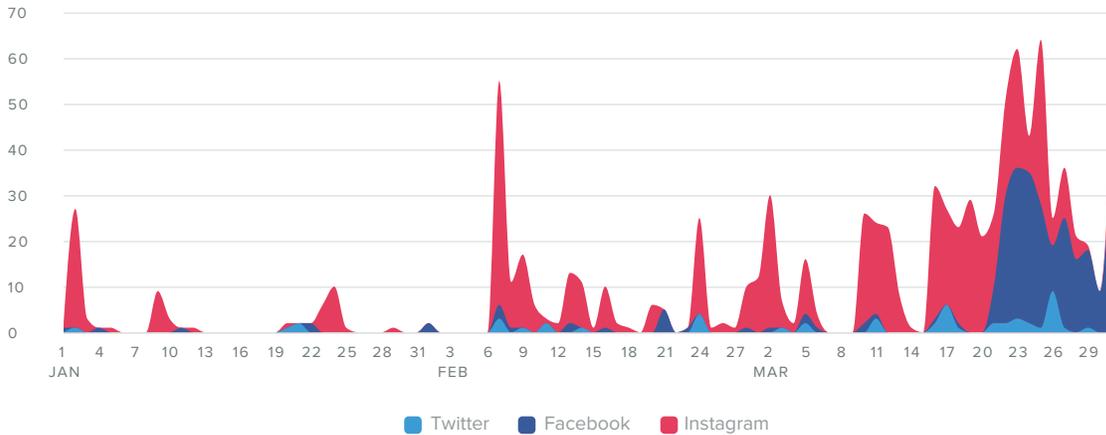
# ▲ 20.3%

since previous date range

# SOCIAL MEDIA REPORT - GROUP

## Group Engagement

ENGAGEMENTS PER DAY



Engagement Metrics	Totals	% Change
Twitter Engagements	51	↗ 100%
Facebook Engagements	276	↗ 288.7%
Instagram Engagements	617	↗ 1,241%
<b>Total Engagements</b>	<b>944</b>	<b>↗ 706.8%</b>

The number of engagements increased by  
**706.8%**  
 since previous date range

## Group Stats by Profile/Page

Profile/Page	Total Fans / Followers	Fan / Follower Increase	Messages Sent	Impressions	Impressions per Post	Engagements	Engagements per Post	Link Clicks
Explore Wilsonville @SeeWilsonville	0	0%	34	10,286	302.5	51	1.5	9
Explore Wilsonville Business Page	59	47.5%	35	59,527	1,700.8	276	7.9	1,549
Explore Wilsonville (Business) @explorewilsonville	138	22.12%	37	5,242	141.7	617	16.7	–

# SOCIAL MEDIA REPORT - FACEBOOK



## Facebook Pages for **Explore Wilsonville**

January 1, 2019 – March 31, 2019

# SOCIAL MEDIA REPORT - FACEBOOK



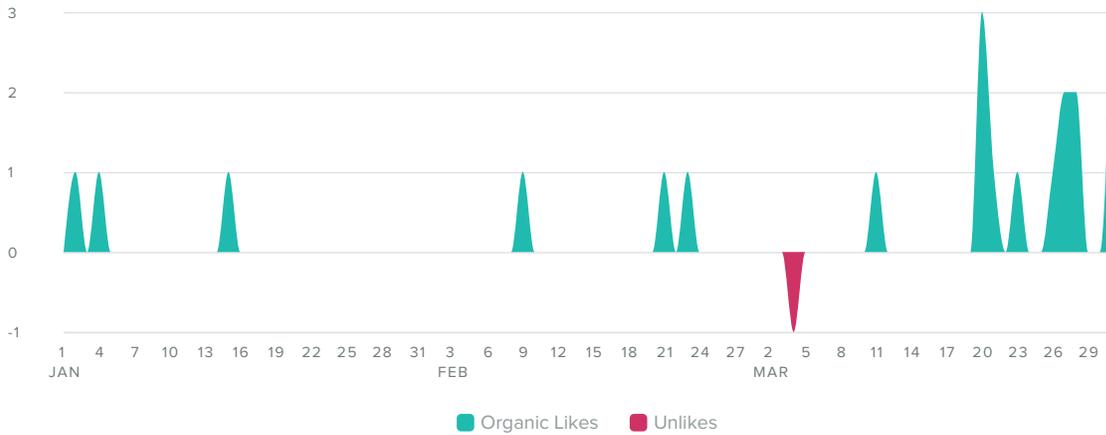
Facebook Pages | 1 of 12

## Facebook Activity Overview

<p>Impressions</p> <p> <b>59.5k</b></p>	<p>Engagements</p> <p> <b>276</b></p>	<p>Clicks</p> <p> <b>1,549</b></p>
---	---------------------------------------	------------------------------------

## Facebook Audience Growth

LIKES BREAKDOWN, BY DAY



Audience Growth Metrics

Totals

<b>Total Fans</b>	<b>59</b>
Organic Likes	20
Unlikes	1
Net Likes	19

Total fans increased by

**▲47.5%**

since previous date range

# SOCIAL MEDIA REPORT - FACEBOOK



Facebook Pages | 2 of 12

## Facebook Publishing Behavior

POSTS, BY DAY



Publishing Metrics	Totals
Photos	32
Videos	0
Posts	3
Notes	0
<b>Total Posts</b>	<b>35</b>

The number of posts you sent increased by

# 337.5%

since previous date range

# SOCIAL MEDIA REPORT - FACEBOOK



Facebook Pages | 3 of 12

## Facebook Top Posts, by Reactions

Post	Reactions	Comments	% Users Engaged	Reach
<p><b>Explore Wilsonville</b>                      📌 Wooden Shoe Tulip Farm A Pocket Trip: Tulip Festival– A month long celebration starts today and runs through April 29, 2019 with an explosion of spring color. 🌷 Wooden Shoe Tulip Farm has dozens of exciting activities, from daily or weekend to special events. Take a tram or hay wagon ride or jump on the cow or field train through the tulip fields, grab food or bring your own, and then enjoy a glass of one of their estate grown wines or a glass of local beer and cider. Image by Leslie Mountfort. 🚗 Drive time: 17 miles from Wilsonville, OR #explorewilsonville . . . #WilsonvilleOregon #tulipfest2019 #woodenshoetulipfarm #traveloregon #PortlandOregon Wooden Shoe Tulip Festival</p>  <p>(Post) March 23, 2019 7:01 am</p>	11	2	14.4%	139
<p><b>Explore Wilsonville</b>                      📌 Silver Falls State Park A Pocket Trip: Trail of Ten Falls 10 waterfalls in 7 miles! A favorite spot to hike any time of the year. 🚗 Drive time: 37 miles from Wilsonville #explorewilsonville</p>  <p>(Post) February 7, 2019 6:03 pm</p>	5	0	15.6%	32
<p><b>Explore Wilsonville</b>                      📌 World of Speed Motorsports Museum A Pocket Trip: See the unveiling today of the new exhibit, Mario Andretti: Racing Royalty, honoring the most successful American race car driver of all time. 🎉 Celebrating the 50th anniversary of his Pike's Peak and Indy 500 race wins, as well as his success in 11 styles of racing covered in those 5 decades. 🏁 Come for the exhibit, then stay for the film with Mario and other legends of the racing scene. #explorewilsonville . . . #WilsonvilleOregon #worldofspeedUSA #marioandretti #racing #indy500official #traveloregon #PortlandOregon World of Speed USA</p>  <p>(Post) March 23, 2019 8:01 am</p>	3	0	3.9%	129

# SOCIAL MEDIA REPORT - FACEBOOK



Facebook Pages | 4 of 12

## Facebook Top Posts, by Reactions

Post	Reactions ▼	Comments	% Users Engaged	Reach
<p><b>Explore Wilsonville</b>            Look for the new MARIO ANDRETTI: RACING ROYALTY exhibit opening on March 23, 2019 at <b>World of Speed USA</b> <b>#ExploreWilsonville</b></p>  <p>(Post) January 11, 2019 9:28 am</p>	3	0	12%	25
<p><b>Explore Wilsonville</b>            📍 The Block House Cafe A Pocket Trip: Benedicts, Bloody Mary's &amp; An Oregon Wine Tasting Weekend 🍷 Top off a weekend of <b>#willamettevalley</b> wine tasting with brunch at The Block House Cafe where you can chow down at an old church in the historic town of Dayton, Oregon. 🚗 Drive time: 25 miles from Wilsonville <b>#explorewilsonville</b> . . . <b>#portlandoregon</b> <b>#wilsonvilleoregon</b> <b>#pdxbrunch</b> <b>#oregonwinecountry</b> <b>#daytonoregon</b></p>  <p>(Post) March 27, 2019 2:00 pm</p>	2	2	7.1%	56

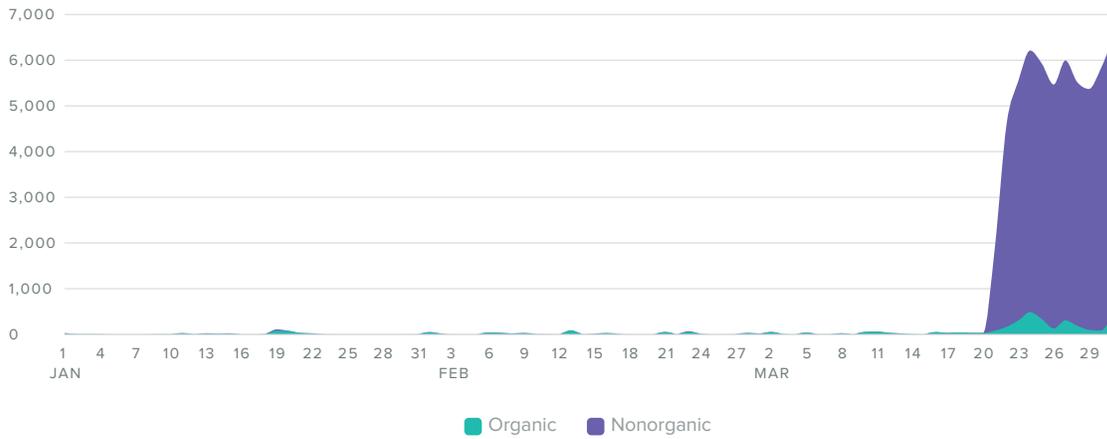
# SOCIAL MEDIA REPORT - FACEBOOK



Facebook Pages | 5 of 12

## Facebook Impressions

PAGE IMPRESSIONS, BY DAY



Impressions Metrics	Totals
Organic Impressions	3,257
Nonorganic Impressions	56,270
<b>Total Impressions</b>	<b>59,527</b>
<b>Average Daily Users Reached</b>	<b>642.6</b>

Total Impressions decreased by

**-1.5%**

since previous date range

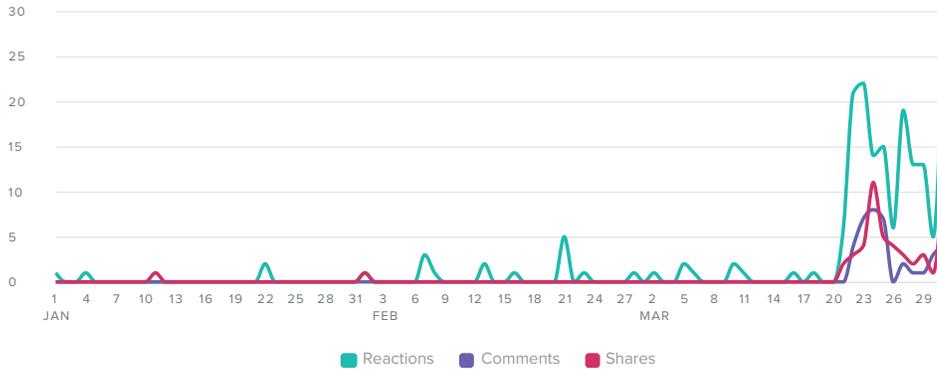
# SOCIAL MEDIA REPORT - FACEBOOK



Facebook Pages | 7 of 12

## Facebook Engagement

AUDIENCE ENGAGEMENT, BY DAY



Action Metrics	Totals
Reactions	188
Comments	37
Shares	51
<b>Total Engagements</b>	<b>276</b>

Total Engagements increased by **288.7%** since previous date range

# SOCIAL MEDIA REPORT - FACEBOOK



Facebook Pages | 8 of 12

## Facebook Audience Demographics

Page Fans

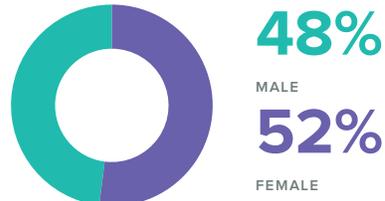
People Reached

People Engaged

### BY AGE



### BY GENDER



Women between the ages of 55-64 have a higher potential to see your content and visit your Page.

### Top Countries

Country	Daily Average
United States	470.88
Canada	145.27
Thailand	0.3
Guatemala	0.21
Vietnam	0.19
Mexico	0.13
Philippines	0.12
Egypt	0.08
Australia	0.07
Cambodia	0.07
Switzerland	0.06
United Kingdom	0.06

### Top Cities

City	Daily Average
Los Angeles, CA	43.07
Vancouver, BC, Canada	36.21
San Jose, CA	17.78
Houston, TX	17.36
Surrey, BC, Canada	16.42
Nanaimo, BC, Canada	12.11
Portland, OR	11.33
Abbotsford, BC, Canada	10.84
Phoenix, AZ	10.07
San Antonio, TX	9.19
Dallas, TX	8.09
Langley, BC, Canada	7.32

# SOCIAL MEDIA REPORT - FACEBOOK



Facebook Pages | 9 of 12

## Facebook Audience Demographics

Page Fans		People Reached		People Engaged		
Top Countries		Daily Average		Top Cities		
				Daily Average		
	Japan	0.03			San Diego, CA	7.12
	Nicaragua	0.03			San Francisco, CA	5.99
	Austria	0.02			Riverside, CA	5.84
	India	0.02			Maple Ridge, BC, Canada	5.57
	Singapore	0.02			Long Beach, CA	5.01
	Germany	0.01			Austin, TX	4.91
	Dominican Republic	0.01			Fremont, CA	4.83
	Ghana	0.01			El Paso, TX	4.66
	Kuwait	0.01			Duncan, BC, Canada	4.33
	Netherlands	0.01			Garden Grove, CA	4.33
	New Zealand	0.01			Salem, OR	4.26
	Taiwan	0.01			Anaheim, CA	3.92
	Uganda	0.01			Chilliwack, BC, Canada	3.81
					Fort Worth, TX	3.81
					Tucson, AZ	3.77
					Santa Ana, CA	3.43
					Coquitlam, BC, Canada	3.38
					Seattle, WA	3.31
					Vancouver, WA	3.27
					North Vancouver, BC, Canada	2.9
					Mission, BC, Canada	2.83

# SOCIAL MEDIA REPORT - FACEBOOK



Facebook Pages | 10 of 12

## Facebook Audience Demographics

Page Fans	People Reached	People Engaged
Top Countries	Daily Average	Top Cities
		Daily Average
		Sunnyvale, CA
		2.83
		Richmond, BC, Canada
		2.8
		Irving, TX
		2.68
		Plano, TX
		2.51
		Burnaby, BC, Canada
		2.44
		Corona, CA
		2.27
		Delta, BC, Canada
		2.2
		Westminster, CA
		2.02
		Fontana, CA
		1.91
		Irvine, CA
		1.51
		Victoria, BC, Canada
		1.51
		Brownsville, TX
		1.47
		San Bernardino, CA
		1.18
		Parksville, BC, Canada
		1.13
		Port Coquitlam, BC, Canada
		1.11
		Hillsboro, OR
		1.02
		Ontario, CA
		0.97
		Oakland, CA
		0.81
		Mesa, AZ
		0.74
		Laredo, TX
		0.71
		Lancaster, CA
		0.56

# SOCIAL MEDIA REPORT - FACEBOOK



Facebook Pages | 11 of 12

## Facebook Audience Demographics

Page Fans	People Reached	People Engaged
Top Countries	Daily Average	Top Cities
		Daily Average
		Santa Rosa, CA
		0.54
		Squamish, BC, Canada
		0.53
		Huntington Beach, CA
		0.5
		Tacoma, WA
		0.47
		Palmdale, CA
		0.34
		Corpus Christi, TX
		0.3
		Beaverton, OR
		0.27
		Everett, WA
		0.27
		El Monte, CA
		0.26
		Oxnard, CA
		0.26
		Spokane, WA
		0.24
		Santa Clarita, CA
		0.23
		Hayward, CA
		0.21
		Rancho Cucamonga, CA
		0.1
		Santa Clara, CA
		0.1
		Antioch, CA
		0.09
		Eugene, OR
		0.09
		New Westminster, BC, Canada
		0.09
		Concord, CA
		0.08
		Moreno Valley, CA
		0.08

# SOCIAL MEDIA REPORT - FACEBOOK



Facebook Pages | 12 of 12

## Facebook Stats by Page

Facebook Page	Total Fans	Fan Increase	Posts Sent	Impressions	Impressions per Post	Engagements	Engagements per Post	Link Clicks
 Explore Wilsonville	59	47.5%	35	59,527	1,700.8	276	7.9	1,549

# SOCIAL MEDIA REPORT - INSTAGRAM



## Instagram Profiles for **Explore Wilsonville**

January 1, 2019 – March 31, 2019

Determine the impact of Instagram content by analyzing your activity



# SOCIAL MEDIA REPORT - INSTAGRAM



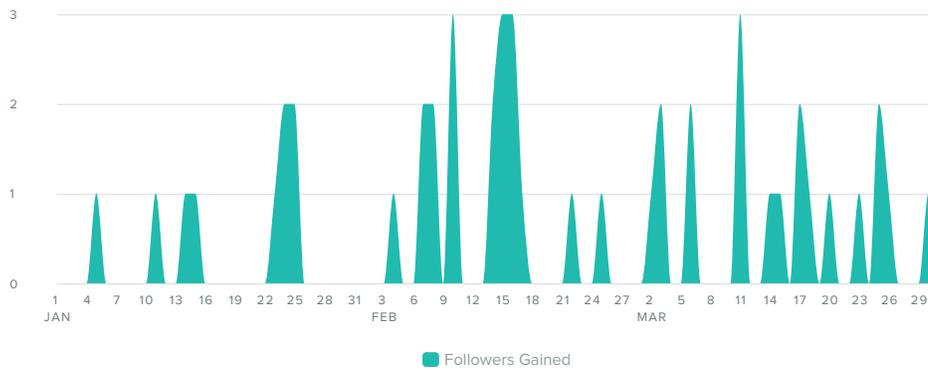
Instagram Profiles | 1 of 7

## Instagram Activity Overview

<p>Total Followers</p> <p> <b>138</b></p>	<p>Likes Received</p> <p> <b>599</b></p>	<p>Comments Received</p> <p> <b>18</b></p>
---	--	--

## Instagram Audience Growth

AUDIENCE GROWTH, BY DAY



Follower Metrics	Totals
<b>Total Followers</b>	<b>138</b>
Followers Gained	25
People that you Followed	13

Total followers increased by

**22.1%**

since previous date range

# SOCIAL MEDIA REPORT - INSTAGRAM



Instagram Profiles | 2 of 7

## Instagram Publishing Behavior

MEDIA PER DAY



Publishing Metrics	Totals
Photos	36
Videos	1
Other	0
<b>Total Media</b>	<b>37</b>

The number of media you sent increased by

**▲311.1%**

since previous date range

## Instagram Top Posts



@explorewilsonville  
45 Engagements



@explorewilsonville  
32 Engagements



@explorewilsonville  
29 Engagements

# SOCIAL MEDIA REPORT - INSTAGRAM



Instagram Profiles | 3 of 7

## Instagram Outbound Hashtag Performance

### MOST USED HASHTAGS

#explorewilsonville	30
#wilsonvilleoregon	28
#portlandoregon	26
#traveloregon	8
#oregonhistory	4
#woodenshoetulipfarm	4
#fieldtofork	4
#eatlocal	4
#cookingclasses	4
#thekitchenatmiddlegroundfarms	4

### MOST ENGAGED HASHTAGS

#explorewilsonville	529
#wilsonvilleoregon	465
#portlandoregon	441
#traveloregon	125
#thekitchenatmiddlegroundfarms	66
#eatlocal	63
#woodenshoetulipfarm	58
#fieldtofork	55
#cookingclasses	52
#mcmenamins	51

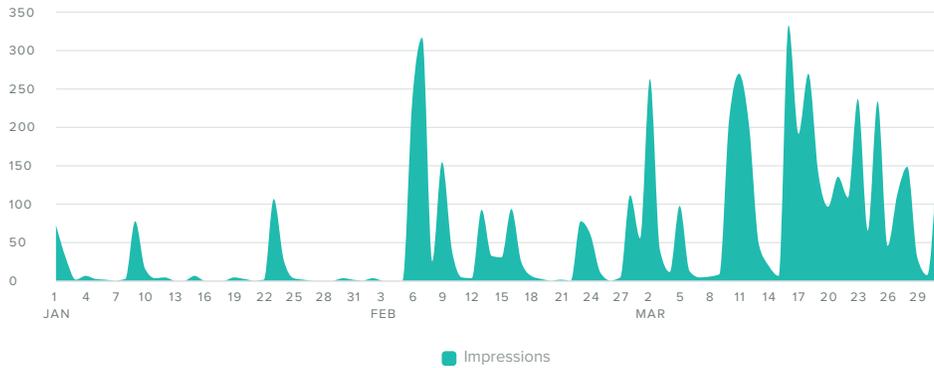
# SOCIAL MEDIA REPORT - INSTAGRAM



Instagram Profiles | 4 of 7

## Instagram Impressions

IMPRESSIONS, BY DAY



Impressions Metrics	Totals
<b>Total Impressions</b>	<b>5,242</b>
Average Impressions per Day	58.24
Average Daily Reach per Profile	34.64

Total Impressions increased by  
**432.2%**  
 since previous date range

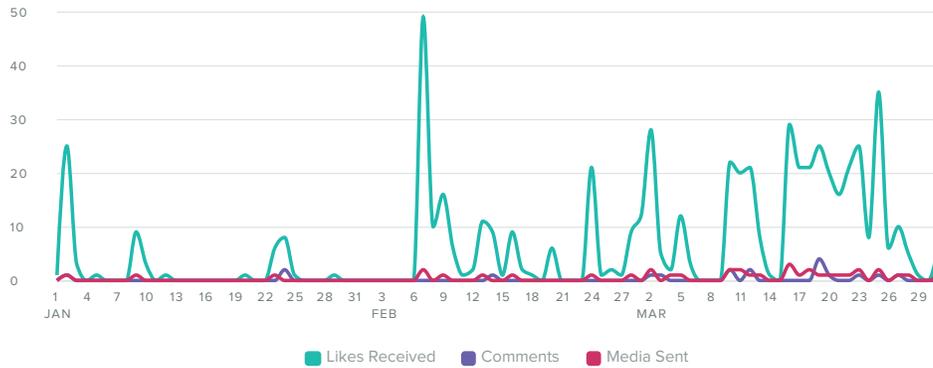
# SOCIAL MEDIA REPORT - INSTAGRAM



Instagram Profiles | 5 of 7

## Instagram Engagement

AUDIENCE ENGAGEMENT, BY DAY



Engagement Metrics	Totals
Likes Received	599
Comments Received	18
<b>Total Engagements</b>	<b>617</b>
Engagements per Follower	4.47
Engagements per Media	16.68

The number of engagements increased by

**▲1,241%**

since previous date range

The number of engagements per media increased by

**▲226.3%**

since previous date range

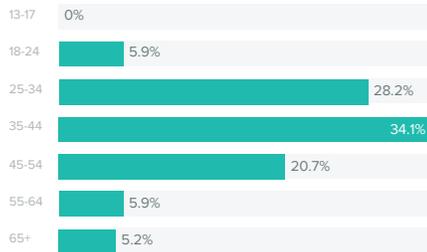
# SOCIAL MEDIA REPORT - INSTAGRAM



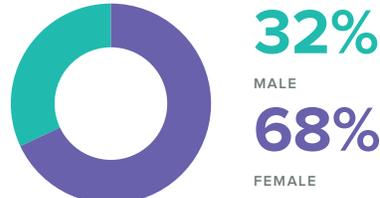
Instagram Profiles | 6 of 7

## Instagram Audience Demographics

### BY AGE



### BY GENDER



Women between the ages of 35-44 appear to be the leading force among your fans.

### Top Countries

United States	130
Albania	1
China	1
Colombia	1
South Korea	1
Thailand	1

### Top Cities

Wilsonville, Oregon	56
Portland, Oregon	34
Canby, Oregon	4
Tulatin, Oregon	4
Beaverton, Oregon	3
Sherwood, Oregon	2
Woodburn, Oregon	2
Anaheim, California	1
Astoria, Oregon	1
Bangkok, Bangkok	1
Barlow, Oregon	1
Bend, Oregon	1
Camas, Washington	1
Clackamas, Oregon	1
Costa Mesa, California	1
Eugene, Oregon	1
Florence, Oregon	1

# SOCIAL MEDIA REPORT - INSTAGRAM



Instagram Profiles | 7 of 7

## Instagram Stats by Profile

Instagram Profile	Total Followers	Follower Increase	Followers Gained	Media Sent	Comments Sent	Impressions	Total Engagements	Engagements per Media	Engagements per Follower
 Explore Wilsonville (Business)	138	22.1%	25	37	8	5,242	617	16.7	4.47

# SOCIAL MEDIA REPORT - TWITTER



Twitter Profiles  
for **Explore Wilsonville**  
January 1, 2019 – March 31, 2019

Track profile performance to determine the impact of Twitter content



# SOCIAL MEDIA REPORT - TWITTER



Twitter Profiles | 1 of 6

## Twitter Activity Overview

<p>Organic Impressions</p> <p> <b>10.3k</b></p>	<p>Total Engagements</p> <p> <b>51</b></p>	<p>Link Clicks</p> <p> <b>9</b></p>
---	--	-------------------------------------

## Twitter Audience Growth

AUDIENCE GROWTH, BY DAY



Net Followers Gained

Follower Metrics	Totals
<b>Total Followers</b>	<b>0</b>
Net Followers gained	0
People that you followed	6

Total followers increased by

since previous date range

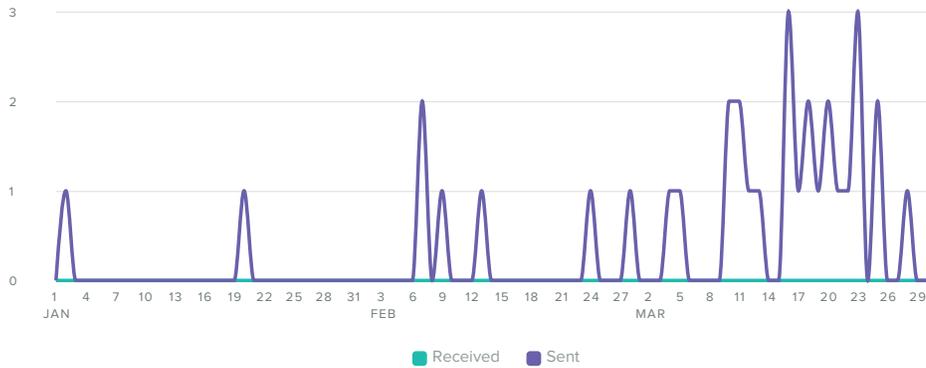
# SOCIAL MEDIA REPORT - TWITTER



Twitter Profiles | 2 of 6

## Twitter Posts & Conversations

MESSAGES PER DAY



Sent/Received Metrics	Totals
Tweets sent	34
Direct Messages sent	0
<b>Total Sent</b>	<b>34</b>
Mentions received	0
Direct Messages received	0
<b>Total Received</b>	<b>0</b>

The number of messages you sent increased by

**▲1,600%**

since previous date range

The number of messages you received increased by



since previous date range

## Twitter Top Posts, by Responses

Tweet	Potential Reach	Responses	Clicks	Retweets
<p><b>SeeWilsonville</b>   Anne Amie Vineyards No snow could scare us away from celebrating <a href="#">#bubblesfest2019</a> <a href="#">anneamiewines</a> 📍 26 miles from Wilsonville <a href="#">#explorewilsonville</a> 🌐 <a href="https://t.co/IWGTdqqqNY">https://t.co/IWGTdqqqNY</a></p> <p>(Tweet) February 9, 2019 12:13 pm</p>	4,617	2	0	2

# SOCIAL MEDIA REPORT - TWITTER



Twitter Profiles | 3 of 6

## Twitter Top Posts, by Responses

Tweet	Potential Reach	Responses	Clicks	Retweets
<p><b>SeeWilsonville</b></p> <p>Historic Butteville Store A Pocket Trip: Only minutes from Wilsonville get a 3-course dinner, dessert, and hear live bluegrass music April 13 with Big Foot Mojo at 6:00 PM. Or just drop by at 7:00 for music and beverages. #explorewilsonville#WilsonvilleOregon #portlandoregon <a href="https://t.co/7toUmepJzX">https://t.co/7toUmepJzX</a></p> <p>(Tweet) March 31, 2019 3:20 pm</p>	0	0	0	0
<p><b>SeeWilsonville</b></p> <p>Newell Pioneer Village A Pocket Trip Itinerary: Hearth Sponge Cake Cooking Explore the historic 1852 Newell House and celebrate Robert Newell's birthday with a slice of sponge cake... <a href="https://t.co/DZ4870b4DG">https://t.co/DZ4870b4DG</a></p> <p>(Tweet) March 28, 2019 2:08 pm</p>	0	0	0	0
<p><b>SeeWilsonville</b></p> <p>McMenamins Wilsonville Old Church &amp; Pub A Pocket Trip: Geeks Who Drink—a homegrown Pub Trivia Quiz tonight for prizes! Free for those 21 and over. Image by Rich Bacon. #explorewilsonville #WilsonvilleOregon #portlandoregon #trivianight #geekswhodrink <a href="https://t.co/FmFcoxY73y">https://t.co/FmFcoxY73y</a></p> <p>(Tweet) March 25, 2019 8:02 am</p>	0	0	0	0
<p><b>SeeWilsonville</b></p> <p>Middleground Farms A Pocket Trip: Learn how to turn a whole chicken in a manageable week's worth of meals at the March 29 cooking class Simple Seasonal Suppers: Spring Chicken. #explorewilsonville #WilsonvilleOregon #portlandoregon #thekitchenatmiddlegroundfarms <a href="https://t.co/z1iv83PmcO">https://t.co/z1iv83PmcO</a></p> <p>(Tweet) March 25, 2019 7:02 am</p>	0	0	0	0

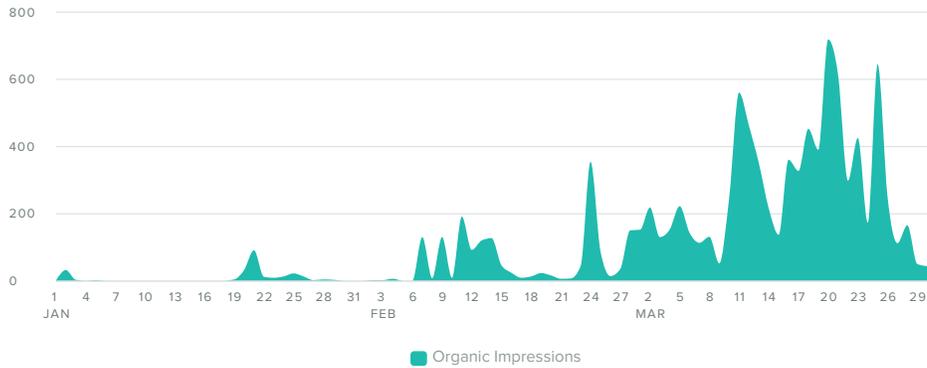
# SOCIAL MEDIA REPORT - TWITTER



Twitter Profiles | 4 of 6

## Twitter Impressions

ORGANIC IMPRESSIONS, BY DAY

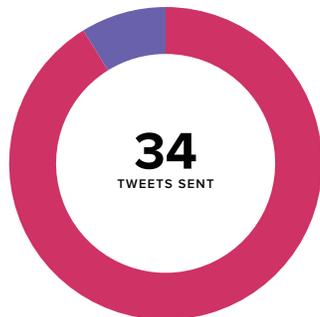


Impressions Metrics	Totals
Average Organic Impressions per Day	114.3
<b>Total Organic Impressions</b>	<b>10,286</b>

Organic Impressions increased by  
**-937.9%**  
 since previous date range

## Twitter Publishing Behavior

SENT MESSAGE CONTENT



- 0** PLAIN TEXT
- 3** PAGE LINKS
- 31** PHOTO LINKS

CONVERSATION BEHAVIOR (LAST 100 TWEETS)



CONTACT BEHAVIOR (ALL TWEETS)



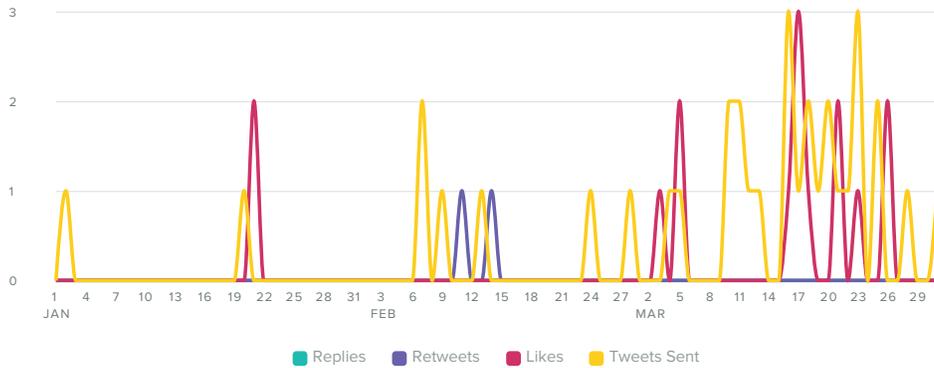
# SOCIAL MEDIA REPORT - TWITTER



Twitter Profiles | 5 of 6

## Twitter Engagement

ENGAGEMENT COUNT



Engagement Metrics	Totals
<b>Total Engagements</b>	<b>51</b>
Replies	0
Retweets	2
Retweets with Comments	0
Likes	15
Engagements per Follower	0
Organic Impressions per Follower	0
Engagements per Tweet	1.5
Organic Impressions per Tweet	302.53
Engagements per Organic Impression	0.0050

The number of engagements increased by **▲100%** since previous date range

The number of organic impressions per Tweet decreased by **▼38.9%** since previous date range

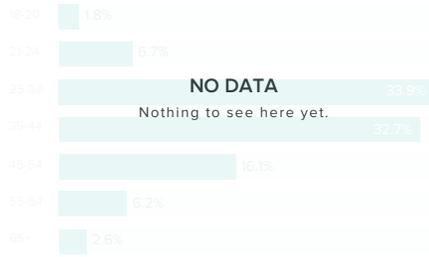
# SOCIAL MEDIA REPORT - TWITTER



Twitter Profiles | 6 of 6

## Twitter Audience Demographics

FOLLOWERS BY AGE



FOLLOWERS BY GENDER



## Twitter Stats by Profile

Twitter Profile	Total Followers	Follower Increase	Tweets Sent	Organic Impressions	Organic Impressions per Follower	Engagements	Engagements per Follower	Retweets	Clicks
Explore Wilsonville	0	0%	34	10,286	0	51	0	2	9

# PRESS RELEASE REPORT - MELTWATER

VIEW REPORT: <https://impact.meltwater.com/reports/vQCjNM7AL7hH>

Meltwater IMPACT

SIGN IN

SUMMARY TREND SHARES LOCATIONS KEY MESSAGE CONTENT

## Wilsonville Oregon Launches A New Tourism Campaign, Website and 'Pocket Trip' Visitor Guides

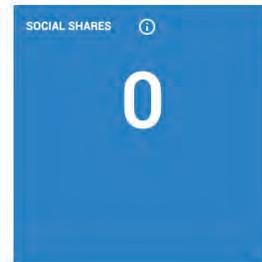
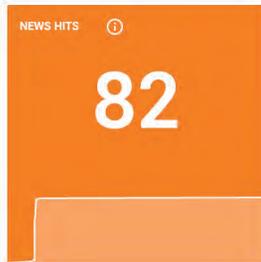
FEB 14, 2019 3:00 AM

This story has been picked up by 82 news outlets located in four countries and had associated social media interactions in the first 5 days after the original URL was published.



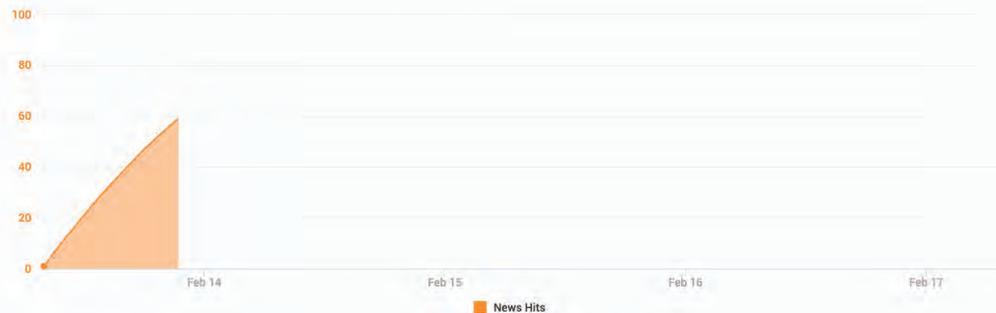
### Summary

See the results of your impact at a glance



### Impact Trend

Understand how both news and social coverage around this story fluctuated.



# PRESS RELEASE REPORT - MELTWATER



GET MORE KEY PHRASES

## Content

Access the full news and Twitter content that occurred as a result of your press release.

**GN** GlobeNewswire News Room  
Feb 14, 2019 • 00:00

**Wilsonville Oregon Launches A New Tourism Campaign, Website and 'Pocket Trip' Visitor Guides**

Similarity 100% Potential Reach 918k

**IR** EuroInvestor.es  
ES | Feb 14, 2019 • 00:00

**Wilsonville Oregon Launches A New Tourism Campaign, Website and 'Pocket Trip' Visitor Guides**

Wilsonville Oregon, Feb. 14, 2019 (GLOBE NEWSWIRE) -- The City of Wilsonville, Oregon, announces a fun comprehensive tourism marketing cam...

Similarity 100% Potential Reach 271

**Renewable Energy World - FinancialContent**  
US | Feb 14, 2019 • 00:00

**Wilsonville Oregon Launches A New Tourism Campaign, Website and 'Pocket Trip' Visitor Guides**

Wilsonville Oregon, Feb. 14, 2019 (GLOBE NEWSWIRE) -- The City of Wilsonville, Oregon, announces a fun comprehensive tourism marketing cam...

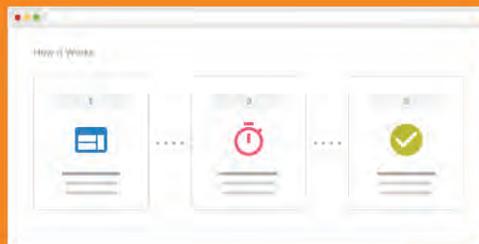
Similarity 99% Potential Reach 311

BROWSE CONTENT

## Sign in for free!

By signing in for free you unlock additional analytics, but most importantly, you get instant access to the full editorial content associated with your release.

SIGN IN FOR FREE



# NEWSWIRE ANALYTICS REPORT - MELTWATER

NewsWire Analytics Report



## Wilsonville Oregon Launches A New Tourism Campaign, Website and 'Pocket Trip' Visitor Guides

Released **Thursday, February 14, 2019 11:00 AM EST** | NewsWire Analytics from **February 14, 2019**

View release on [GlobeNewswire.com](https://www.globenewswire.com)

### Distribution

The Distribution reports provide a listing of the distribution circuits you selected for your release. This includes high-level details on a subset of the recipients of your release. Recipients are listed by circuit, trades, and your own email/fax lists as appropriate. The Top Placements area provides a list of many of the online sites that posted your release, including links to your release on those sites.

#### Full Text

**Total Potential Reach: 149,662,412**

Displaying : 64 Full Text Clips

OUTLET	POTENTIAL REACH
<a href="#">Yahoo Biz</a>	140,860,237
<a href="#">markets.ask.com</a>	4,965,626
<a href="#">Marketwatch</a>	2,174,191
<a href="#">Arizona Republic</a>	402,538
<a href="#">Star Tribune</a>	350,339
<a href="#">markets.post-gazette.com</a>	145,621
<a href="#">InvestorPlace</a>	132,787
<a href="#">Boston Herald</a>	125,288
<a href="#">News OK</a>	110,699
<a href="#">markets.buffalonews.com</a>	96,383
<a href="#">Benzinga</a>	66,280
<a href="#">Daily Herald</a>	60,308
<a href="#">marketscreener.com</a>	59,228
<a href="#">thenumbers.marketplace.org</a>	35,603
<a href="#">My Motherlode</a>	13,095

# NEWSWIRE ANALYTICS REPORT - MELTWATER

Daily Penny Alerts	3
CitComm	-
Franklin Credit Management Corporation	-
Great American Advisors	-
ibtimes	-
stocks	-
streetinsider	-
WRAL	-

Viewing 64 out of 64

## Headlines

**Total Potential Reach: 143,112,438**

Displaying : 8 Headline Clips

HEADLINE	POTENTIAL REACH	SOURCE
Yahoo Finance - Business Finance, Stock Market, Quotes, News	140,860,237	<a href="#">Yahoo Biz</a>
MarketWatch.com Search	2,174,191	<a href="#">Marketwatch</a>
Press Releases   Benzinga	66,280	<a href="#">Benzinga</a>
Globe Newswire News Releases   Canadian Insider	5,282	<a href="#">Canadian Insider</a>
Euroinvestor - stocks, forex, financial news, investor tools and forum	3,187	<a href="#">euroinvestor.com</a>
4-traders: Provider Page GlobeNewswire	2,082	<a href="#">4-traders.com</a>
Overall Search   EPICOS	1,010	<a href="#">Epicos</a>
World News from SPI for Thursday 14th February 2019	169	<a href="#">sectorpublishingintelligence.co.uk</a>

Viewing 8 out of 8

## Circuit Distribution

Western US

Total Potential Reach - Western US : 43,386,937

TYPE	OUTLET	POTENTIAL REACH	TYPE	OUTLET	POTENTIAL REACH
Newspaper *	KXLN-DT [Univision 45]	2,190,000**	Newspaper	The Arlington Times	5,475
Newspaper *	KXLN-DT [Univision 45]	2,190,000**	Newspaper	Hood River News	5,439
Newspaper *	NBC News Online	1,392,019**	Newspaper	Hood River News	5,439
Newspaper *	NBC News Online	1,392,019**	Newspaper	Hood River News	5,439
Newspaper *	NBC News Online	1,392,019**	Newspaper	Hood River News	5,439

# HIGHLIGHTS: STR REPORT

## Smith Travel Research Report

Wilsonville • Troutdale

January - March 2019

- In January, Wilsonville **OCCUPANCY** was up **+9.6%** and **REVENUE** was up **+5.1%** over previous year
- In January, Troutdale **OCCUPANCY** was up **+9.5%** and **REVENUE** was up **+7.3%** over previous year
- In February, Wilsonville **OCCUPANCY** was down **-1.2%**. **REVENUE** was down **-2.6%** over previous year
- In February, Troutdale **OCCUPANCY** was down **-0.3%**. **REVENUE** was down **-7.4%** over previous year
- In March, Wilsonville **OCCUPANCY** was up **+3.1%** and **REVPAR** was up **+5.4%** over previous year
- In March, Troutdale **SUPPLY** was unchanged, **REVENUE** was down **-0.2%** and **REVPAR** (Revenue per Available Room) was down **-0.2%** over previous year







# STR REPORT - JANUARY

Date Created: Feb 18, 2019

## Vertigo Marketing Oregon For the Month of January 2019



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Trend Wilsonville, OR+	2
Response Wilsonville, OR+	3
Trend Troutdale, OR+	4
Response Troutdale, OR+	5
Help	6

735 East Main Street, Hendersonville, TN 37075 USA  
T: +1 615 824 8664  
destinfo@str.com www.str.com

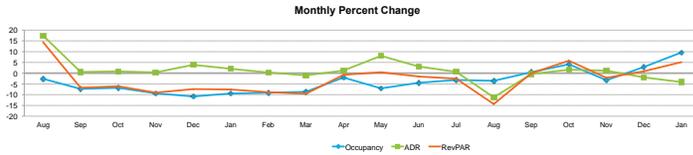
Blue Fin Building, 110 Southwark Street, London SE1 0TA  
T: +44 (0)20 7922 1930  
industryinfo@str.com www.str.com

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# JANUARY - TREND WILSONVILLE

Tab 2 - Trend Wilsonville, OR+  
Wedge Marketing Group  
For the Month of January 2019

Currency USD - US Dollar



	2017					2018					2019					Year To Date			Running 12 Months								
	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	2017	2018	2019	2017	2018	2019			
<b>Occupancy (%)</b>	84.4	73.3	69.0	69.1	74.2	81.1	84.8	72.7	79.2	77.6	79.4	81.6	73.6	69.8	69.2	69.8	67.1	53.0	57.5	52.1	8.6	-5.4	9.6	75.3	70.1	69.3	
This Year	121.60	98.70	89.93	83.09	77.84	79.85	81.84	82.24	89.44	95.16	111.10	112.67	107.98	98.28	91.40	83.98	78.35	89.90	84.61	84.00	78.28	79.85	76.56	89.90	84.61	84.00	
Last Year	183.54	98.17	88.21	82.70	74.94	79.28	81.97	81.90	86.38	90.86	107.75	111.98	121.80	98.70	89.93	83.00	77.84	78.94	78.28	79.86	88.74	78.28	79.86	88.74	89.90	84.61	
Percent Change	-33.6	-3.3	-8.8	-9.3	-10.8	-4.4	-8.1	-8.6	-2.0	-7.1	-4.5	-3.2	-3.5	0.4	4.1	-3.3	2.9	8.6	-5.4	9.6	8.6	-5.4	9.6	75.3	70.1	69.3	
<b>ADR</b>	102.92	72.55	51.39	43.92	42.21	41.62	50.78	51.29	61.55	68.88	86.40	88.38	88.16	72.34	62.05	46.05	42.58	43.75	45.35	41.62	43.75	45.35	41.62	43.75	45.35	41.62	43.75
This Year	17.30	16.80	17.30	16.80	17.30	17.30	15.80	17.30	16.80	17.30	16.80	17.30	17.30	16.80	17.30	16.80	17.30	17.30	17.30	16.80	17.30	17.30	16.80	17.30	17.30	16.80	17.30
Last Year	17.30	16.80	17.30	16.80	17.30	17.30	15.80	17.30	16.80	17.30	16.80	17.30	17.30	16.80	17.30	16.80	17.30	17.30	17.30	16.80	17.30	17.30	16.80	17.30	17.30	16.80	17.30
Percent Change	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<b>RevPAR</b>	14.4	8.8	6.1	6.0	7.4	7.6	8.8	6.6	6.6	6.4	1.5	2.6	14.3	0.0	5.8	2.2	0.9	7.7	7.7	5.1	7.7	5.1	5.1	6.2	1.8	-3.0	
This Year	17.30	16.80	17.30	16.80	17.30	17.30	15.80	17.30	16.80	17.30	16.80	17.30	17.30	16.80	17.30	16.80	17.30	17.30	17.30	16.80	17.30	17.30	16.80	17.30	17.30	16.80	17.30
Last Year	17.30	16.80	17.30	16.80	17.30	17.30	15.80	17.30	16.80	17.30	16.80	17.30	17.30	16.80	17.30	16.80	17.30	17.30	17.30	16.80	17.30	17.30	16.80	17.30	17.30	16.80	17.30
Percent Change	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<b>Supply</b>	17,360	16,800	17,360	16,800	17,360	17,360	15,880	17,360	16,800	17,360	16,800	17,360	17,360	16,800	17,360	16,800	17,360	17,360	17,360	16,800	17,360	17,360	16,800	17,360	17,360	16,800	17,360
This Year	17,360	16,800	17,360	16,800	17,360	17,360	15,880	17,360	16,800	17,360	16,800	17,360	17,360	16,800	17,360	16,800	17,360	17,360	17,360	16,800	17,360	17,360	16,800	17,360	17,360	16,800	17,360
Last Year	17,360	16,800	17,360	16,800	17,360	17,360	15,880	17,360	16,800	17,360	16,800	17,360	17,360	16,800	17,360	16,800	17,360	17,360	17,360	16,800	17,360	17,360	16,800	17,360	17,360	16,800	17,360
Percent Change	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<b>Demand</b>	14,094	12,314	11,464	10,104	9,414	9,048	9,730	11,216	12,162	13,068	13,618	14,173	12,360	11,207	9,771	9,693	9,020	9,969	9,048	9,020	147,985	143,374	139,913	147,985	143,374	139,913	
This Year	15,090	13,397	12,303	11,146	10,005	9,999	10,707	12,311	12,466	13,197	13,890	14,664	12,214	11,494	10,194	9,414	9,048	9,148	9,969	9,048	147,985	143,374	139,913	147,985	143,374	139,913	
Last Year	15,090	13,397	12,303	11,146	10,005	9,999	10,707	12,311	12,466	13,197	13,890	14,664	12,214	11,494	10,194	9,414	9,048	9,148	9,969	9,048	147,985	143,374	139,913	147,985	143,374	139,913	
Percent Change	-2.6	-7.3	-6.8	-9.3	-10.8	-9.4	-9.1	-8.6	-2.0	-7.1	-4.5	-3.2	-3.5	0.4	4.1	-3.3	2.9	9.2	-5.4	9.6	9.2	-5.4	9.6	9.2	-5.4	9.6	
<b>Revenue</b>	1,789,739	1,215,421	1,029,959	838,670	729,824	722,485	796,359	925,154	1,020,813	1,195,759	1,491,871	1,524,275	1,530,447	1,219,258	1,091,460	820,997	729,255	729,426	791,382	722,485	729,255	729,255	729,255	729,255	729,255	729,255	729,255
This Year	1,561,863	1,304,330	1,097,556	921,771	790,964	781,962	873,360	1,020,075	1,101,456	1,190,721	1,474,081	1,574,755	1,799,739	1,214,421	1,030,958	838,670	732,824	722,485	722,155	781,962	722,485	722,155	722,155	722,155	722,155	722,155	722,155
Last Year	1,561,863	1,304,330	1,097,556	921,771	790,964	781,962	873,360	1,020,075	1,101,456	1,190,721	1,474,081	1,574,755	1,799,739	1,214,421	1,030,958	838,670	732,824	722,485	722,155	781,962	722,485	722,155	722,155	722,155	722,155	722,155	722,155
Percent Change	-14.4	-8.8	-8.1	-9.0	-7.4	-7.6	-8.8	-9.6	-8.8	-8.4	-1.5	-2.6	-14.3	0.0	8.8	-3.3	0.9	8.5	-7.6	5.1	8.5	-7.6	5.1	8.5	-7.6	5.1	
<b>Census %</b>	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
Census Props	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6
Census Rooms	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6
% Rooms Participants	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6

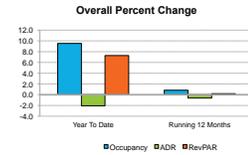
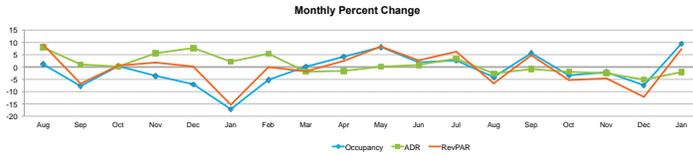
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# JANUARY - TREND TROUTDALE

Tab 4 - Trend Troutdale, OR+

Wings Marketing Group  
For the Month of January 2019

Currency USD - US Dollar



Occupancy (%)													2018												2019			Year To Date			Running 12 Months		
	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	2017	2018	2019	2017	2018	2019									
This Year	89.0	81.6	73.7	65.6	66.6	62.1	66.6	73.2	73.7	77.0	87.8	87.8	90.0	75.3	74.0	63.2	62.0	51.4	62.1	51.4	25.3	75.8	73.5	74.1									
Last Year	88.0	81.6	73.7	65.6	66.6	62.1	66.6	73.2	73.7	77.0	87.8	87.8	90.0	75.3	74.0	63.2	62.0	51.4	63.3	62.1	25.3	75.8	73.5	73.5									
Percent Change	1.1	-7.7	0.4	-5.8	-7.9	-11.1	-5.2	0.2	4.1	8.2	1.8	2.7	-4.1	5.7	-5.4	-3.1	-2.4	9.5	-0.9	-17.1	9.5	0.5	-4.2	0.6									

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# STR REPORT - FEBRUARY

Date Created: Mar 18, 2019

## Vertigo Marketing Oregon

For the Month of February 2019



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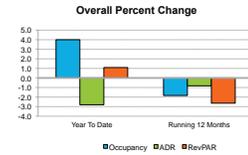
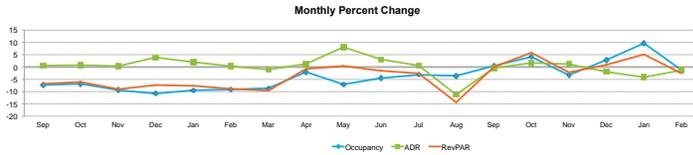
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# FEBRUARY - TREND WILSONVILLE

Tab 2 - Trend Wilsonville, OR+

Wedge Hospitality Group  
For the Month of February 2019

Currency USD - US Dollar



	2017				2018				2019										
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	
<b>Occupancy (%)</b>	75.3	69.0	60.1	54.2	52.1	55.1	64.8	72.7	70.2	77.8	78.4	81.6	73.6	68.8	58.2	55.8	57.1	61.3	
This Year	79.1	70.9	66.3	60.8	57.5	68.3	70.9	74.2	75.5	81.4	81.0	84.6	73.3	66.0	60.1	54.2	52.1	62.1	
Last Year	-3.9	-8.8	-8.3	-10.8	-8.4	-8.1	-8.6	-2.0	-7.1	-4.5	-3.2	-3.5	0.4	4.1	-3.3	2.9	9.6	-1.2	
Percent Change																			
<b>ADR</b>	98.70	89.93	83.00	77.84	79.85	81.84	82.24	88.44	98.15	111.10	112.87	107.98	98.28	91.40	83.38	76.35	78.56	84.72	83.04
This Year	96.17	88.21	82.70	74.84	78.28	81.57	83.10	86.28	96.86	107.25	111.88	121.80	98.70	88.23	83.00	77.84	79.85	81.84	82.24
Last Year	-2.5	-7.0	-5.7	-7.1	-1.6	-0.3	-1.1	-2.2	-1.2	-1.1	-1.1	-0.8	-0.6	-0.4	-0.4	-0.4	-0.1	-0.1	-0.3
Percent Change																			
<b>RevPAR</b>	72.55	61.59	49.32	42.21	41.62	65.78	67.29	80.50	98.88	123.40	126.38	115.88	96.70	80.20	70.50	64.50	61.75	70.48	69.24
This Year	77.64	63.23	54.87	45.56	45.05	65.70	68.93	80.56	98.74	120.71	122.92	116.25	95.38	78.50	69.02	62.21	61.62	70.78	69.24
Last Year	-5.1	-6.1	-7.0	-7.4	-7.5	-8.9	-8.6	-8.8	-0.4	-1.5	-2.6	-14.3	0.0	5.8	-2.2	0.9	5.1	-2.6	
Percent Change																			
<b>Supply</b>	16,800	17,360	16,800	17,360	17,360	15,880	17,360	16,800	17,360	16,800	17,360	17,360	16,800	17,360	16,800	17,360	17,360	17,360	15,880
This Year	16,800	17,360	16,800	17,360	17,360	15,880	17,360	16,800	17,360	16,800	17,360	17,360	16,800	17,360	16,800	17,360	17,360	17,360	15,880
Last Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Percent Change																			
<b>Demand</b>	12,314	11,464	10,104	9,414	9,048	9,730	11,250	12,182	13,086	13,818	14,173	12,365	11,037	9,771	8,683	9,020	9,083	9,020	8,030
This Year	13,287	12,303	11,146	10,005	9,889	10,707	12,311	12,466	13,107	13,880	14,684	12,314	11,464	10,104	9,414	9,048	9,730	10,104	9,000
Last Year	-7.3	-8.8	-9.3	-10.8	-8.4	-8.1	-8.6	-2.0	-7.1	-4.5	-3.2	-3.5	0.4	4.1	-3.3	2.9	9.6	-1.2	
Percent Change																			
<b>Revenue</b>	1,215,421	1,020,958	838,870	728,824	726,466	1,366,269	1,402,154	1,500,759	1,491,571	1,524,275	1,530,447	1,215,258	1,091,960	820,597	750,255	759,428	775,828	800,332	750,255
This Year	1,304,330	1,097,590	921,771	790,984	781,982	1,366,269	1,402,154	1,500,759	1,491,571	1,524,275	1,530,447	1,215,258	1,091,960	820,597	750,255	759,428	775,828	800,332	750,255
Last Year	-7.3	-8.1	-8.0	-7.4	-7.5	-8.8	-8.6	-8.8	-0.4	-1.5	-2.6	-14.3	0.0	5.8	-2.2	0.9	5.1	-2.6	
Percent Change																			
<b>Census %</b>	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
This Year	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6
Last Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Percent Change																			

	Year To Date			Running 12 Months		
	2017	2018	2019	2017	2018	2019
<b>Occupancy (%)</b>	60.3	62.6	58.8	71.4	72.5	69.7
<b>ADR</b>	3.9	-5.3	4.0	1.8	-4.0	-1.6
<b>RevPAR</b>	6.1	-8.3	1.1	5.4	0.9	-2.6

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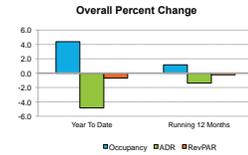
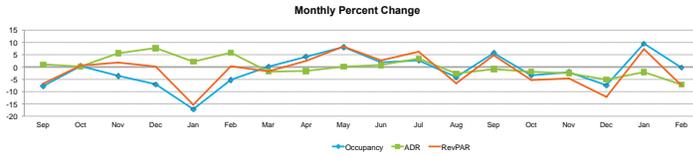
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# FEBRUARY - TREND TROUTDALE

Tab 4 - Trend Troutdale, OR+

Wedge Hospitality Group  
For the Month of February 2019

Currency USD - US Dollar



Occupancy (%)													Year To Date				Running 12 Months			
	2017				2018				2019				2017	2018	2019	2017	2018	2019		
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb		
This Year	75.3	74.0	63.2	62.0	51.4	63.1	73.3	76.8	83.3	89.4	90.2	86.3	78.6	71.5	61.9	57.4	56.3	63.0		
Last Year	81.6	73.7	65.6	66.6	62.1	66.6	73.2	73.7	77.0	87.8	87.8	90.0	75.3	74.0	63.2	62.0	51.4	63.1		
Percent Change	-7.7	0.4	-3.6	-7.9	-17.1	-5.2	0.2	-4.1	8.2	1.8	2.7	-4.1	5.7	-3.6	-5.1	-7.4	9.5	-5.3		

ADR													Year To Date				Running 12 Months			
	2017				2018				2019				2017	2018	2019	2017	2018	2019		
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb		
This Year	106.19	93.24	88.82	88.81	80.80	85.89	83.60	87.38	88.66	111.05	123.87	119.91	105.29	91.42	86.59	84.24	79.15	79.71		
Last Year	106.07	93.07	84.12	82.46	79.09	81.18	82.24	86.83	86.53	110.12	119.56	123.17	106.19	93.24	86.82	86.81	80.80	85.89		
Percent Change	-1.1	0.2	5.6	7.7	2.2	5.8	-1.8	-1.6	0.1	0.8	3.4	-2.6	-0.9	-1.9	-0.5	-0.2	-2.0	-7.2		

RevPAR													Year To Date				Running 12 Months			
	2017				2018				2019				2017	2018	2019	2017	2018	2019		
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb		
This Year	79.96	88.00	81.16	81.03	41.57	54.23	67.26	81.70	73.85	99.30	111.49	103.46	83.77	65.26	53.59	46.55	44.59	50.20		
Last Year	85.76	66.81	56.16	54.94	49.10	54.06	62.35	65.50	68.19	96.68	104.95	110.80	79.96	69.00	56.16	56.03	41.57	54.23		
Percent Change	-6.7	0.6	1.8	0.2	-15.3	0.3	-1.8	2.4	8.3	2.7	6.2	-6.6	4.8	-5.3	-4.6	-12.2	7.3	-7.4		

Supply													Year To Date				Running 12 Months			
	2017				2018				2019				2017	2018	2019	2017	2018	2019		
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb		
This Year	14,730	15,221	14,730	15,221	15,221	13,748	14,730	15,221	14,730	15,221	15,221	14,730	15,221	15,221	14,730	15,221	15,221	13,748		
Last Year	14,730	15,221	14,730	15,221	15,221	13,748	14,730	15,221	14,730	15,221	15,221	14,730	15,221	15,221	14,730	15,221	15,221	13,748		
Percent Change	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		

Demand													Year To Date				Running 12 Months			
	2017				2018				2019				2017	2018	2019	2017	2018	2019		
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb		
This Year	11,092	11,285	9,314	9,432	7,831	8,881	11,153	11,311	12,879	13,172	13,133	11,720	10,380	9,116	8,739	8,576	8,658	8,658		
Last Year	12,021	11,221	9,697	10,742	9,466	9,154	11,138	10,862	11,723	12,863	13,361	13,662	11,662	11,265	9,314	9,432	7,831	8,681		
Percent Change	-7.7	0.4	-3.6	-7.9	-17.1	-5.2	0.2	-4.1	8.2	1.8	2.7	-4.1	5.7	-3.4	-1.1	-7.4	9.5	-5.3		

Revenue													Year To Date				Running 12 Months			
	2017				2018				2019				2017	2018	2019	2017	2018	2019		
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb		
This Year	1,177,840	1,290,304	827,285	837,660	652,714	745,562	954,435	985,369	1,124,672	1,462,747	1,696,955	1,574,808	1,233,947	964,663	788,323	720,877	679,759	690,123		
Last Year	1,262,027	1,044,371	812,378	836,256	747,311	743,152	949,096	954,436	1,037,869	1,424,158	1,597,499	1,686,495	1,177,840	1,050,304	827,285	837,660	652,714	745,562		
Percent Change	-6.7	0.6	1.8	0.2	-15.3	0.3	-1.8	2.4	8.3	2.7	6.2	-6.6	4.8	-5.3	-4.6	-12.2	7.3	-7.4		

Census %												
	2017				2018				2019			
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Census Props	6	6	6	6	6	6	6	6	6	6	6	6
Census Rooms	491	491	491	491	491	491	491	491	491	491	491	491
% Rooms Participated	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0

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# STR REPORT - MARCH

Date Created: Apr 18, 2019

## Vertigo Marketing Oregon For the Month of March 2019



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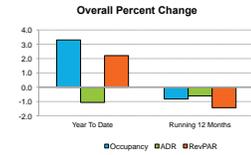
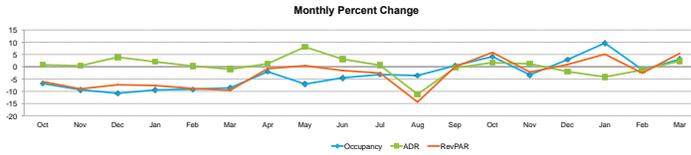
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# MARCH - TREND WILSONVILLE

Tab 2 - Trend Wilsonville, OR+

Wedge Marketing Group  
For the Month of March 2019

Currency: USD - US Dollar



	2017				2018				2019				2019						
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	
<b>Occupancy (%)</b>																			
This Year	69.0	69.1	64.2	65.1	64.8	64.8	72.7	70.2	77.8	78.4	81.8	73.8	68.9	58.2	57.1	61.3	65.8		
Last Year	70.9	66.3	60.8	57.5	66.3	70.9	74.2	75.5	81.4	81.0	84.6	73.3	66.0	65.1	54.2	52.1	62.1	64.8	
Percent Change	-6.8	-6.3	-10.8	-8.4	-8.1	-8.8	-2.0	-7.1	-4.8	-3.2	-5.5	0.4	4.1	-3.3	3.9	9.6	-1.2	3.1	
<b>ADR</b>																			
This Year	89.93	83.00	77.84	79.85	81.84	82.24	89.44	88.16	111.10	112.87	107.88	98.28	91.40	83.98	78.35	76.56	80.74	84.16	
Last Year	88.21	82.70	74.84	78.28	81.87	82.10	88.26	90.88	107.93	111.88	121.80	98.70	89.83	83.30	77.84	79.88	81.84	82.24	
Percent Change	0.8	6.4	3.9	2.0	0.3	-1.0	1.2	8.1	3.1	0.6	-11.2	-6.4	1.6	1.2	-1.9	-4.1	-1.3	2.3	
<b>RevPAR</b>																			
This Year	69.39	49.92	42.31	41.82	50.78	53.29	65.05	68.88	88.40	88.38	88.56	72.34	62.85	48.85	42.58	42.75	49.48	68.19	
Last Year	63.23	54.87	48.56	48.06	55.70	58.93	65.56	66.59	87.74	90.71	102.92	72.25	59.39	49.92	42.21	41.62	50.78	53.29	
Percent Change	-6.1	-9.0	-7.4	-7.6	-8.8	-8.6	-8.8	0.4	-1.5	-2.6	-14.3	0.0	5.8	-2.2	0.9	5.1	-2.6	5.4	
<b>Supply</b>																			
This Year	17,360	16,800	17,360	17,360	15,680	17,360	16,800	17,360	16,800	17,360	17,360	17,360	16,800	17,360	16,800	17,360	17,360	15,680	15,407
Last Year	17,360	16,800	17,360	17,360	15,680	17,360	16,800	17,360	16,800	17,360	17,360	16,800	17,360	16,800	17,360	17,360	17,360	15,680	17,360
Percent Change	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	-11.3	-1.0
<b>Demand</b>																			
This Year	11,464	10,104	9,414	9,048	9,700	11,249	12,218	12,182	13,068	13,819	14,173	12,365	11,827	9,771	8,863	9,920	9,609	10,288	
Last Year	12,303	11,146	10,055	9,889	10,707	10,311	12,498	13,107	13,680	14,884	12,314	11,464	10,304	8,414	9,648	9,700	11,249	11,249	
Percent Change	-8.8	-9.3	-10.8	-9.4	-8.1	-8.6	-2.0	-7.1	-4.5	-3.2	-3.5	0.4	4.1	-3.3	2.9	9.6	-1.2	-8.5	
<b>Revenue</b>																			
This Year	1,026,958	838,876	728,824	726,466	758,289	826,190	1,280,813	1,190,799	1,451,971	1,534,275	1,526,447	1,215,256	1,021,080	820,887	728,255	728,450	775,824	865,787	
Last Year	1,087,295	921,771	790,984	791,982	873,350	1,023,075	1,101,456	1,190,721	1,474,081	1,574,755	1,786,739	1,216,421	1,020,958	838,870	728,824	722,466	796,289	925,150	
Percent Change	-6.1	-9.0	-9.0	-7.6	-8.8	-8.8	-8.8	0.4	-1.5	-2.6	-14.3	0.0	5.8	-2.2	0.9	5.1	-2.6	-6.4	
<b>Census %</b>																			
Census Props	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	
Census Rooms	860	860	860	860	860	860	860	860	860	860	860	860	860	860	860	860	860	860	
% Rooms Participants	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	89.6	

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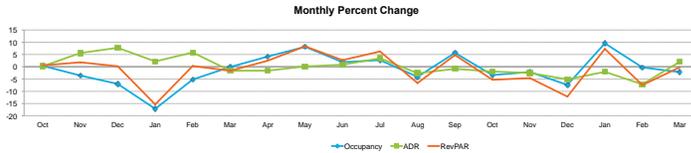
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# MARCH - TREND TROUTDALE

Tab 4 - Trend Troutdale, OR+

Weighted Benchmarking Changes  
For the Month of March 2019

Currency: USD - US Dollar



Metric	2017			2018												2019		
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
<b>Occupancy (%)</b>	75.0	69.2	69.0	71.4	69.1	73.1	76.8	83.2	89.4	90.2	90.3	79.6	77.5	61.9	67.4	65.3	63.0	71.5
This Year	73.7	65.6	66.6	62.1	66.6	73.2	73.7	77.0	87.8	87.8	90.0	75.3	74.0	63.2	62.0	51.4	63.1	73.1
Last Year	68.4	64.1	64.4	61.6	62.4	68.8	68.8	70.2	79.8	79.8	89.2	74.0	74.0	58.8	58.8	48.8	61.1	71.1
Percent Change	5.4	-3.6	-2.9	-11.1	-6.2	-6.1	4.1	8.2	1.8	2.7	-4.1	5.7	-3.4	-2.1	-7.4	9.5	-9.3	-3.2
<b>ADR</b>	89.24	88.82	88.81	89.80	85.89	83.88	87.38	89.65	111.05	123.67	119.91	105.29	91.42	86.59	84.24	79.15	79.71	85.58
This Year	89.00	86.16	83.03	81.57	84.23	87.31	87.10	73.85	99.30	111.49	102.46	82.77	68.25	62.89	48.28	44.59	50.20	61.17
Last Year	88.07	84.12	82.40	79.09	81.16	82.24	88.83	86.58	110.12	119.86	122.17	106.19	92.24	88.82	88.81	80.80	86.80	83.88
Percent Change	0.2	5.6	7.7	2.2	5.8	-1.6	-1.6	-6.1	-0.8	3.4	-2.6	-9.9	-1.9	-2.6	-5.2	-2.0	-7.2	2.0
<b>RevPAR</b>	66.81	65.15	64.94	64.10	54.06	62.35	65.50	66.19	96.68	104.95	110.80	79.95	69.00	56.16	55.03	41.97	54.23	61.31
This Year	65.00	55.16	53.03	41.57	54.23	67.31	67.10	73.85	99.30	111.49	102.46	82.77	68.25	62.89	48.28	44.59	50.20	61.17
Last Year	66.81	65.15	64.94	64.10	54.06	62.35	65.50	66.19	96.68	104.95	110.80	79.95	69.00	56.16	55.03	41.97	54.23	61.31
Percent Change	0.6	1.8	0.2	-15.3	0.3	-1.7	2.4	6.3	2.7	6.2	-6.6	4.8	-5.3	-4.6	-12.2	7.3	-7.4	-0.2
<b>Supply</b>	15,221	14,730	15,221	15,221	13,748	15,221	14,730	15,221	14,730	15,221	15,221	14,730	15,221	14,730	15,221	15,221	13,748	15,221
This Year	15,221	14,730	15,221	15,221	13,748	15,221	14,730	15,221	14,730	15,221	15,221	14,730	15,221	14,730	15,221	15,221	13,748	15,221
Last Year	15,221	14,730	15,221	15,221	13,748	15,221	14,730	15,221	14,730	15,221	15,221	14,730	15,221	14,730	15,221	15,221	13,748	15,221
Percent Change	0.0	-3.0	-0.0	0.0	-0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	-0.0	0.0
<b>Demand</b>	11,285	9,314	9,432	7,831	8,681	11,125	11,311	12,879	13,172	13,172	13,172	11,250	10,880	9,116	8,736	8,576	8,658	10,880
This Year	11,221	9,857	10,142	9,446	9,164	11,108	10,862	11,723	12,953	13,361	13,862	11,962	11,260	9,314	9,432	7,831	8,681	11,125
Last Year	11,221	9,857	10,142	9,446	9,164	11,108	10,862	11,723	12,953	13,361	13,862	11,962	11,260	9,314	9,432	7,831	8,681	11,125
Percent Change	0.4	-3.6	-7.0	-17.1	-2.2	-0.1	4.1	8.2	1.8	2.7	-1.1	5.7	-3.4	-2.1	-7.4	9.5	-9.3	-3.2
<b>Revenue</b>	1,050,304	827,285	827,860	639,714	746,500	938,185	986,369	1,124,072	1,482,747	1,686,655	1,674,008	1,223,947	894,463	799,323	729,877	678,799	699,123	931,142
This Year	1,044,371	812,378	826,255	747,311	743,152	949,096	964,836	1,037,889	1,424,158	1,589,499	1,686,495	1,177,840	1,050,304	827,285	837,660	632,714	745,592	933,185
Last Year	1,050,304	827,285	827,860	639,714	746,500	938,185	986,369	1,124,072	1,482,747	1,686,655	1,674,008	1,223,947	894,463	799,323	729,877	678,799	699,123	931,142
Percent Change	0.6	-1.8	-0.2	-15.3	-0.3	-1.7	2.4	6.3	2.7	6.2	-6.6	4.8	-5.3	-4.6	-12.2	7.3	-7.4	-0.2
<b>Census %</b>	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6
Census Rooms	401	401	401	401	401	401	401	401	401	401	401	401	401	401	401	401	401	401
% Rooms Participants	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0

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## STR - WASHINGTON &amp; CLACKAMAS COUNTIES

## Participation List

Washington and Clackamas County, OR  
 Job Number: 1041345\_PADIM Staff: RL Created: December 12, 2018

STR Code	Name of Establishment	City & State	Zip Code	Class	Rooms
22896	Quality Inn Aloha Beaverton	Aloha, OR	97003	Midscale Class	52
67415	TownePlace Suites Portland Beaverton	Beaverton, OR	97005	Upper Midscale Class	112
10276	Comfort Inn & Suites Beaverton Portland West	Beaverton, OR	97005	Upper Midscale Class	102
17603	Peppertree Inn	Beaverton, OR	97005	Economy Class	73
3353	Motel 6 Beaverton	Beaverton, OR	97005	Economy Class	58
22913	Beaverton Budget Inn	Beaverton, OR	97005	Economy Class	48
35284	DoubleTree by Hilton Hotel Beaverton	Beaverton, OR	97006	Upscale Class	98
36733	Homewood Suites by Hilton Hillsboro Beaverton	Beaverton, OR	97006	Upscale Class	123
37178	Extended Stay America Portland Beaverton Eider Court	Beaverton, OR	97006	Economy Class	122
35206	Extended Stay America Portland Beaverton	Beaverton, OR	97006	Economy Class	143
65099	aloft Hotel Hillsboro Beaverton	Hillsboro, OR	97006	Upscale Class	137
33271	Fairfield Inn & Suites Portland West Beaverton	Beaverton, OR	97006	Upper Midscale Class	106
38150	Hilton Garden Inn Portland Beaverton	Beaverton, OR	97006	Upscale Class	150
25749	Courtyard Portland Beaverton	Beaverton, OR	97008	Upscale Class	149
33051	Motel 6 Canby	Canby, OR	97013	Economy Class	35
22467	Clarion Inn & Suites Clackamas	Clackamas, OR	97015	Upper Midscale Class	110
25860	Hampton Inn Portland Clackamas	Clackamas, OR	97015	Upper Midscale Class	112
23115	Monarch Hotel & Conference Center	Clackamas, OR	97015	Midscale Class	192
31855	Clackamas Inn & Suites	Clackamas, OR	97015	Economy Class	44
38881	Comfort Suites Clackamas	Clackamas, OR	97015	Upper Midscale Class	50
35450	Courtyard Portland Southeast Southeast Clackamas	Clackamas, OR	97015	Upscale Class	136
60632	Sunnyside Inn & Suites	Clackamas, OR	97015	Midscale Class	115
22964	Red Fox Motel	Estacada, OR	97023	Economy Class	35
38962	Holiday Inn Express Portland Southeast Clackamas Area	Gladstone, OR	97027	Upper Midscale Class	101
47313	Budget Inn Oregon City Portland	Gladstone, OR	97027	Economy Class	34
17710	Timberline Lodge	Timberline, OR	97028	Upscale Class	70
13075	Best Western Mount Hood Inn	Government Camp, OR	97028	Midscale Class	57
43329	Lakeshore Inn	Lake Oswego, OR	97034	Midscale Class	33
39455	Hilton Garden Inn Portland Lake Oswego	Lake Oswego, OR	97035	Upscale Class	179
37253	Fairfield Inn & Suites Portland South Lake Oswego	Lake Oswego, OR	97035	Upper Midscale Class	124
29255	Phoenix Inn Suites Lake Oswego	Lake Oswego, OR	97035	Upper Midscale Class	62
26993	Crowne Plaza Portland Lake Oswego	Lake Oswego, OR	97035	Upscale Class	161
5303	Residence Inn Portland South Lake Oswego	Lake Oswego, OR	97035	Upscale Class	112
3376	Holiday Inn Express Portland South Lake Oswego	Lake Oswego, OR	97035	Upper Midscale Class	94
45627	Stagecoach Inn Motel	Molalla, OR	97038	Economy Class	32
17729	Best Western Plus Rivershore Hotel	Oregon City, OR	97045	Upper Midscale Class	114
33190	Best Western Sandy Inn	Sandy, OR	97055	Midscale Class	45
32848	Century Hotel	Tualatin, OR	97062	Midscale Class	70
39376	Comfort Inn & Suites Tualatin Portland South	Tualatin, OR	97062	Upper Midscale Class	59
23159	BW Premier Collection Mt Hood Oregon Resort	Welches, OR	97067	Upscale Class	157
8998	Snooz Inn	Wilsonville, OR	97070	Economy Class	58
19114	Quality Inn Wilsonville	Wilsonville, OR	97070	Midscale Class	63
13102	La Quinta Inns & Suites Wilsonville	Wilsonville, OR	97070	Midscale Class	78
434	Holiday Inn Portland I 5 South Wilsonville	Wilsonville, OR	97070	Upper Midscale Class	169
39054	Best Western Wilsonville Inn & Suites	Wilsonville, OR	97070	Midscale Class	56
23453	Motel 6 Wilsonville	Wilsonville, OR	97070	Economy Class	72
29025	GuestHouse Inn & Suites Wilsonville	Wilsonville, OR	97070	Midscale Class	64
36339	Best Western University Inn & Suites	Forest Grove, OR	97116	Midscale Class	54
30131	Americas Best Value Inn & Suites Forest Grove Hillsboro	Forest Grove, OR	97116	Economy Class	40
60986	The Grand Lodge	Forest Grove, OR	97116	Upper Midscale Class	90
27755	Forest Grove Inn	Forest Grove, OR	97116	Economy Class	20
45780	Hillsboro Budget Inn	Hillsboro, OR	97123	Economy Class	32
17662	Econo Lodge Inn & Suites Hillsboro Portland West	Hillsboro, OR	97123	Economy Class	60
17661	The Dunes Motel	Hillsboro, OR	97123	Economy Class	40
63210	Embassy Suites by Hilton Portland Hillsboro	Hillsboro, OR	97124	Upper Upscale Class	165
65235	Holiday Inn Hillsboro	Hillsboro, OR	97124	Upper Midscale Class	110
22998	Comfort Inn Hillsboro	Hillsboro, OR	97124	Upper Midscale Class	118
62322	The Orenco	Hillsboro, OR	97124	Upscale Class	10
67190	Staybridge Suites Hillsboro	Hillsboro, OR	97124	Upscale Class	80
63201	Hampton Inn Portland Hillsboro Evergreen Park	Hillsboro, OR	97124	Upper Midscale Class	106
64995	Residence Inn Portland Hillsboro Brookwood	Hillsboro, OR	97124	Upscale Class	146
68075	Home2 Suites by Hilton Portland Hillsboro	Hillsboro, OR	97124	Upper Midscale Class	152
30166	Residence Inn Portland Hillsboro	Hillsboro, OR	97124	Upscale Class	122
37097	Extended Stay America Portland Hillsboro	Hillsboro, OR	97124	Economy Class	136
52137	Springhill Suites Portland Hillsboro	Hillsboro, OR	97124	Upscale Class	106
13241	Larkspur Landing Hillsboro	Hillsboro, OR	97124	Upscale Class	124
31730	Courtyard Portland Hillsboro	Hillsboro, OR	97124	Upscale Class	155
38767	TownePlace Suites Portland Hillsboro	Hillsboro, OR	97124	Upper Midscale Class	136
38177	Holiday Inn Express Portland West Hillsboro	Hillsboro, OR	97124	Upper Midscale Class	86
68092	Hampton Inn & Suites Tigard	Tigard, OR	97223	Upper Midscale Class	152
17748	Tigard Regency Inn	Tigard, OR	97223	Economy Class	50
31864	DoubleTree by Hilton Hotel Tigard	Tigard, OR	97223	Upscale Class	101
17749	Quality Inn Tigard Portland Southwest	Tigard, OR	97223	Midscale Class	115

# STR - WASHINGTON & CLACKAMAS COUNTIES

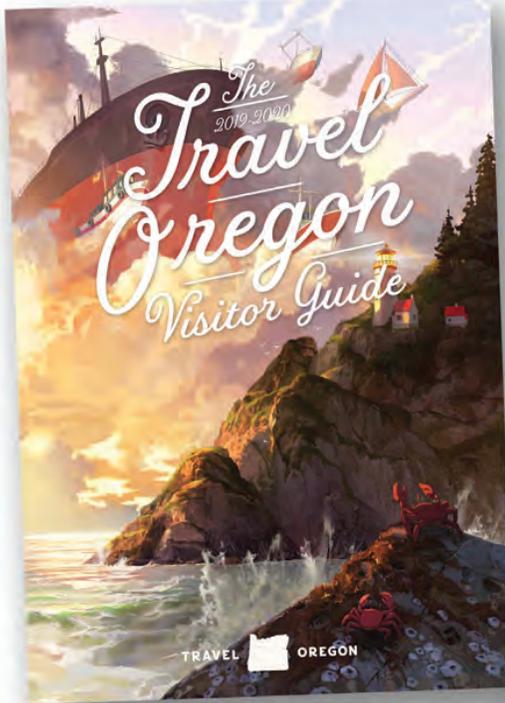
## Participation List

Washington and Clackamas County, OR  
 Job Number: 1041345\_PADIM Staff: RL Created: December 12, 2018

STR Code	Name of Establishment	City & State	Zip Code	Class	Rooms
35207	Extended Stay America Portland Tigard	Tigard, OR	97223	Economy Class	137
26183	Embassy Suites by Hilton Portland Washington Square	Tigard, OR	97223	Upper Upscale Class	356
11195	Washington Square Hotel	Tigard, OR	97223	Midscale Class	77
6529	Motel 6 Portland South Lake Oswego	Tigard, OR	97224	Economy Class	117
32586	Courtyard Portland Tigard	Tigard, OR	97224	Upscale Class	110
60443	The Grand Hotel @ Bridgeport	Tigard, OR	97224	Upper Midscale Class	124
36895	Best Western Plus Northwind Inn & Suites	Tigard, OR	97224	Upper Midscale Class	72
5947	Motel 6 Portland Tigard West	Portland, OR	97224	Economy Class	80
10275	Shilo Inn Hotel & Suites Portland Beaverton	Portland, OR	97225	Upper Midscale Class	142
17743	Rodeway Inn & Suites Portland	Portland, OR	97225	Economy Class	52
48512	Budget Lodge Milwaukie Inn	Milwaukie, OR	97267	Economy Class	39
23150	Econo Lodge Southeast Milwaukie	Milwaukie, OR	97267	Economy Class	27
Total Rooms:					8178

# Q1 PRINT MEDIA PLACEMENTS

2019 Travel Oregon (annual)



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**See Albany Discover Oregon**  
 Download the free Albany Explorer App for iPhone or Android and begin your journey. [www.visitalbany.com](http://www.visitalbany.com)

**Family Fun Days**  
**POCKET TRIP**  
 Banish the "Are we there yet?" whines with Willamette, Oregon as your home base for adventure and fun! Explore one of our "Family Time" Pocket Trip itineraries for unforgettable family-friendly attractions. [www.explorewillamette.com](http://www.explorewillamette.com)

**EXPLORE WILSONVILLE**  
 A POCKET OF FUN! [www.explorewillamette.com](http://www.explorewillamette.com)

**Holiday Inn**  
 2001 Madison St., P.E.  
 503.227.0700 [www.holidayinn.com](http://www.holidayinn.com)  
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**Kingfish Inn Salmon Capital**  
 1100 Beach St.  
 503.825.2542 [www.kingfishinn.com/salmon-cv](http://www.kingfishinn.com/salmon-cv)  
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**Marlin & Salmon Expo Center**  
 2001 Portland Road, N.E.  
 503.226.2000 [www.marlin.com](http://www.marlin.com)  
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**Phoenix Inn Salmon Salmon**  
 4011 Commercial St., S.E.  
 503.862.8000 [www.phoenixinn.com](http://www.phoenixinn.com)  
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**Residence Inn by Marriott**  
 440 Hawthorne St., E.  
 503.862.8000 [www.marriott.com](http://www.marriott.com)  
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**Super 8 Salmon**  
 2000 Hawthorne Ave. N.E.  
 503.862.8000 [www.super8.com](http://www.super8.com)  
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**Red & Breakfast**  
**Country House of Salmon Red & Breakfast**  
 200 27th St. S.E.  
 503.862.8000  
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**RV Park**  
**Arden Campground & RV's**  
 2007 Arden Street Road S.E.  
 503.862.8000 [www.arden.com](http://www.arden.com)  
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**SCOTT'S MILLS**  
**RV Park**  
**Camp Dicketa Campground**  
 3600 Campbell Fwy Road S.E.  
 503.825.2542 [www.campdicketa.com](http://www.campdicketa.com)  
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**SILVERTON**  
**Oregon Gardens Resort**  
 4000 N. Main St.  
 503.825.2542 [www.oregongardensresort.com](http://www.oregongardensresort.com)  
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**Silverton Inn & Suites**  
 200 N. Main St.  
 503.825.2542 [www.silvertoninn.com](http://www.silvertoninn.com)  
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**Red & Breakfast**  
**Edward Adams House B & B**  
 200 N. Main St.  
 503.825.2542 [www.edwardadams.com](http://www.edwardadams.com)  
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# Q1 PRINT MEDIA PLACEMENT INFO

## **Travel Oregon (annual)**

300,000 copies printed annually for year-round distribution and inquiry fulfillment  
Total Annual Readership - 1,650,000

### **Oregon**

- More than 200 visitor centers throughout Oregon including the Portland International Airport, the Travel Portland visitor center at Pioneer Square and all official Travel Oregon State Welcome Centers
- AAA travel offices in Oregon and Idaho
- Hotels and lodging properties
- Amtrak Cascades (Eugene to Vancouver B.C.)
- Les Schwab Tire Centers
- Made in Oregon stores
- Select attractions throughout Oregon

### **Washington**

- Vancouver, WA visitor locations
- NW/W Washington – Tourist Systems
- Seattle Airport Program
- Washington State Ferries – Full System
- Seattle Cruise Terminal – Pier 66/30
- Boeing Tour Center

### **California**

- California state Welcome Centers
- San Francisco Union Square
- San Jose/Santa Clara visitor centers

### **British Columbia**

- Victoria / Vancouver Island visitor centers
- Vancouver, B.C. visitor centers
- British Columbia Ferry system – all routes

Available at newsstands and checkout counters at Barnes & Noble and other retail locations in Washington, California, Idaho and Vancouver, B.C.

## Q1 PAID DIGITAL MEDIA PLACEMENT INFO

### Google Ads

Ad Sets: 1) Things to Do (Portland) 2) Lodging

Media Spend: \$1,601.84  
 Impressions: 28,170  
 Clicks: 3,164 (+327%)  
 CTR: 11% (+160%)  
 CPC: \$0.51 (-13%)  
 CPM: \$57 (+125%)

Our campaign click-thru rate (CTR) is averaging 11% which is performing well above average (average CTR for travel and hospitality is 4.68%). The "Things to Do" ad group is performing better than average with a CTR of 12%. The Lodging ad group only has a CTR of 3.5%, which is expected since we are competing against hotel/motel websites and online booking portals. We will continue to optimize our campaigns to reduce costs while improving the CTR and cost-per-click (CPC). We lowered our CPC from the previous quarter by -13% and increased our CTR by 160%.

### TravelOregon.com Animated Banner Ads

300px X 100px animated banner ad on 20 landing pages promoting Pocket Trips  
 During 1 QUARTER 2019, the campaign has generated 433 click-thrus to the website.



### Paid Facebook & Instagram

Three Ad Sets Geo and psychographic targeted to ages 25-65+  
 1) Bulbs & Blooms (tulip and flower festivals)  
 2) Farmlandia Farm Loop  
 3) World of Speed Mario Andretti Exhibit

Reach: 44,880 | Landing Page Views: 1,133 | Link Clicks: 1,526 | Impressions: 56,154 | On average, each person saw our ad 1.25x times | Cost Per Landing Page View: \$0.38

### Visitor Guide Requests

51 guides requested to date (8.9% conversion rate)

#### TERMS DEFINED

CTR (click thru rate)  
 CPC (cost per click)  
 CPM (cost per thousand)  
 Impressions: Number of people who viewed our ads  
 CPR (cost per result)

# UP-TO-DATE BUDGET OVERVIEW

<b>BASE BUDGET \$130,571</b>			
<b>ADDITIONAL BUDGET \$69,129</b>			
<b>TOTAL BUDGET \$199,700</b>			
<b>DELIVERABLE</b>	<b>FULL BUDGET</b>	<b>TOTAL SPENT</b>	<b>TOTAL REMAINING</b>
Website Retainer Services	\$ 19,000.00	\$ 18,999.98	\$ 0.02
Current Website Services	\$ 6,000.00	\$ 1,704.00	\$ 4,296.00
Website Redesign	\$ 15,000.00	\$ 15,000.00	\$ -
Pocket Trips Visitor Guide	\$ 17,320.00	\$ 17,320.00	\$ -
Distribution	\$ 5,615.00	\$ 5,614.20	\$ 0.80
Print Media Buys	\$ 20,090.00	\$ 20,090.00	\$ -
Paid Digital Media Buys	\$ 13,500.00	\$ 7,184.83	\$ 6,315.17
Design Services	\$ 16,680.00	\$ 16,680.00	\$ -
Social Media Retainer Services	\$ 36,000.00	\$ 35,999.99	\$ 0.01
PR Retainer Services	\$ 15,000.00	\$ 14,999.99	\$ 0.01
Email Marketing Services	\$ 3,000.00	\$ 3,000.00	\$ -
Financial	\$ 9,995.00	\$ 9,995.00	\$ -
Photo & Video	\$ 15,000.00	\$ 12,049.95	\$ 2,950.05
Reserve/Contingency	\$ 7,500.00	\$ 14,709.79	\$ (7,209.79)
		\$ -	\$ -
		\$ -	\$ -
<b>TOTAL</b>	<b>\$ 199,700.00</b>	<b>\$ 193,347.73</b>	<b>\$ 6,352.27</b>
<b>Visitor Profile Study - BUDGET \$60,000</b>			
RRC	\$ 35,000.00	\$ 35,000.00	\$ -
Vertigo	\$ 25,000.00	\$ 19,179.47	\$ 5,820.53
<b>TOTAL</b>	<b>\$ 60,000.00</b>	<b>\$ 54,179.47</b>	<b>\$ 5,820.53</b>

Link to up-to-date budget spreadsheet can be viewed at:

[https://docs.google.com/spreadsheets/d/1jRTxmd7s4UTCrMfgK\\_TWgJGLwByc-wbZ\\_Kt5T4H2ouU/edit?usp=sharing](https://docs.google.com/spreadsheets/d/1jRTxmd7s4UTCrMfgK_TWgJGLwByc-wbZ_Kt5T4H2ouU/edit?usp=sharing)



**Vertigo**  
M A R K E T I N G

**VERTIGO MARKETING**

63372 FREEDOM PLACE BEND, OR 97701

541.979.0094 | [VERTIGOMARKETING.COM](http://VERTIGOMARKETING.COM)

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**CITY COUNCIL MEETING  
STAFF REPORT**

<b>Meeting Date:</b> July 15, 2019		<b>Subject: Resolution No. 2767</b> Portland General Electric Green Future Impact – Green Tariff Program	
		<b>Staff Member:</b> Bryan Cosgrove, City Manager and Zoe Monahan, Assistant to the City Manager	
		<b>Department:</b> Administration	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Staff recommends that Council adopt Resolution No. 2767.			
<b>Recommended Language for Motion:</b> I move to approve Resolution No. 2767.			
<b>Project / Issue Relates To:</b>			
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable	

**ISSUE BEFORE COUNCIL:**

Should the City participate in Portland General Electric’s Green Future Impact program.

**EXECUTIVE SUMMARY:**

The resolution would authorize the City Manager to negotiate terms and enter into an agreement with Portland General Electric to purchase renewable energy directly from a new 100 MWh facility at a rate of \$1/MWh.

At the May 20, 2019 City Council meeting, Josh Halley, PGE Project Manager spoke to City Council about the opportunity to participate in PGE’s new Future Green Impact program. At that time, he introduced the program and answered questions. City Council authorized the City Manager to submit a letter of commitment to be considered for the program. At that time Council requested staff research the program further.

Since that meeting, PGE informed staff that a new facility will be developed in Oregon to produce the solar energy available through this program. PGE anticipates that the new 100MWh facility will be online in 2021. Upon completion of the facility, the City would receive renewable energy from the new facility.

The City successfully submitted a letter of commitment to participate in PGE’s Green Tariff program. In addition to Wilsonville; Beaverton, Lake Oswego, and Milwaukie are also planning to participate in the program. These jurisdictions have all committed to the program and are working through the contract agreement with PGE.

In 2015, the City of Wilsonville started participating in PGE’s Clean Wind Program at the Gold Level (purchasing just under 7% of clean wind for electricity). This was a part of the EPA’s “Green Power Communities” program. The City currently uses 23% green power (8% Clean Wind and 15% Renewable Power as a part of the Basic Mix). The State of Oregon has required PGE to increase the amount of renewable energy provided in basic mix power over time.

PGE will be able to provide up to 100% renewable energy with a combination of Basic Mix Renewable power, Clean Wind and 55% Green Future impact solar. In 2040, the City would no longer need to purchase Clean Wind to use 100% renewable energy (55% Green Future Impact and 45% Basic Mix Renewables). The City could choose to add the Green Future Impact – green tariffs program and remain at 8% Clean Wind which would increase the City’s renewable energy use to 83% (up 60%) and gradually increase the City’s use of renewable energy over the next 20 years or decide to use 100% renewable energy when the City starts participating in the Green Tariff program. In order to reach 100%, the City would need to increase its use of Clean Wind in 2020 to get to 100% renewable energy use and then decrease the Clean Wind as the Basic Mix Renewable has an increased amount of renewable energy sources over time.

**Here are a few scenarios for City Council consideration:**

**100% Renewable**

(including Basic Mix Renewables)

	2020-2024	2025-2029	2030-2034	2035-2040
Basic Mix Renewables	20%	27%	35%	45%
Green Tariff	55%	55%	55%	55%
Clean Wind (RECs)	25%	18%	10%	0%
	100%	100%	100%	100%

15 year		2020-2024	2025-2029	2030-2034
	Basic Mix Renewables	\$0	\$0	\$0
<b>\$1.00</b>	Green Tariff	\$6,702.30	\$6,702.30	\$6,702.30
<b>\$3.00</b>	Clean Wind (RECs)	\$9,139.50	\$6,580.44	\$3,655.80
	<b>Total Annual Spend</b>	<b>\$15,841.80</b>	<b>\$13,282.74</b>	<b>\$10,358.10</b>

### Increased Renewable energy with the existing 8% Clean Wind program

		2020-2024	2025-2029	2030-2034	2035-2040
	Basic Mix Renewables	20%	27%	35%	45%
	Green Tariff	55%	55%	55%	55%
	Clean Wind (RECs)	8%	8%	8%	0%
		83%	90%	98%	100%

15 year		2020-2024	2025-2029	2030-2034
	Basic Mix Renewables	\$0	\$0	\$0
<b>\$1.00</b>	Green Tariff	\$6,702.30	\$6,702.30	\$6,702.30
<b>\$3.00</b>	Clean Wind (RECs)	\$2,924.64	\$2,924.64	\$2,924.64
	<b>Total Annual Spend</b>	<b>\$9,626.94</b>	<b>\$9,626.94</b>	<b>\$9,626.94</b>

The Green Future Impact is an additional \$1.00/ MWh to the base rate (Basic Mix Renewable). This would be in addition to the Clean Wind use and annual cost of the Basic Mix Renewables. The City spent about \$1.29 million in 2018 for the 12,816,313 KWh of power (1 MWh = 1,000 KWh). The program has been offered as a 15-year commitment. PGE is offering a 10-year commitment however the rate is \$1.50/MWh.

### EXPECTED RESULTS:

The City would reduce its carbon impact by increasing the amount of green energy that is used by the organization.

### TIMELINE:

The agreement is required by July 15, 2019 in order to participate in the program.

### CURRENT YEAR BUDGET IMPACTS:

The program will not be online until 2021, therefore, there will not be any changes to our current power rates this fiscal year.

### FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 7/9/2019

**LEGAL REVIEW / COMMENT:**

Reviewed by: ARGH Date: 7/10/2019

The initial draft agreement provided by PGE raised many concerns regarding the amount of power the City is agreeing to purchase, the difference in cost/cost savings, time-frame and effective date of the agreement, and other issues. The City, along with other jurisdictions, has conveyed issues with the draft agreement to PGE, and the parties continue to negotiate an agreement that is acceptable to both the City, on advice of the City Attorney, and PGE. The Council can approve for the City Manager to negotiate and enter into an agreement with PGE on behalf of the City for electricity service under PGE's electric retail tariff for green energy, but at this time, such agreement has not been reached.

**COMMUNITY INVOLVEMENT PROCESS:**

This was presented at a City Council meeting and the City has not received any comments regarding the discussion.

**POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:**

This will increase the City's sustainability efforts by increasing its use of renewable energy.

**ALTERNATIVES:**

The City Council can scale the level of participation in renewable energy use from 83% up to 100% in 2020.

Option 1: 100% renewable energy including 55% green tariffs and increasing Clean Wind to 25% in 2020 then reducing Clean Wind to 18% in 2025, reducing it to 10% in 2030, and 0% in 2035.

Option 2: Increased Renewable use over time using 55% green tariffs and 8% Clean Wind resulting in 83% renewables 2020-2024, 90% renewables 2025-2029, 98% 2030 – 2035, 100% 2035.

Option 3: Chose not to participate in the program.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 2767
2. PGE Green Future Impact Presentation (May 20, 2019)
3. PGE – 2019 Wilsonville Annual Report

**RESOLUTION NO. 2767**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH PORTLAND GENERAL ELECTRIC FOR ELECTRICITY SERVICE UNDER PORTLAND GENERAL ELECTRIC'S ELECTRIC RETAIL TARIFF FOR GREEN ENERGY.**

WHEREAS, the City has purchased Green Wind in addition to Basic Mix Renewable power from Portland General Electric ("PGE") since 2015; and

WHEREAS, PGE has a new Future Green Impact Program that includes the development of a new facility to produce solar energy, which is scheduled to come online in 2021; and

WHEREAS, the City's purchase of power from this new PGE facility will allow the City to purchase up to 100% of its power from renewable energy sources; and

WHEREAS, PGE and City staff are negotiating an agreement for the City to buy green tariffs from PGE's future renewable energy generation plant in the Pacific Northwest; and

WHEREAS, purchasing green tariffs from PGE will ensure a fixed rate for renewable energy purchase for the term of the agreement; and

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

1. The City of Wilsonville authorizes the City Manager to negotiate, enter into, and execute, with advice from the City Attorney, on behalf of the City of Wilsonville, an agreement with Portland General Electric for electricity service under PGE's electric retail tariff for green energy.
2. This Resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 15<sup>th</sup> day of July 2019, and filed with the Wilsonville City Recorder this date.

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Tim Knapp, Mayor

ATTEST:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Akervall

Councilor Lehan

Councilor West



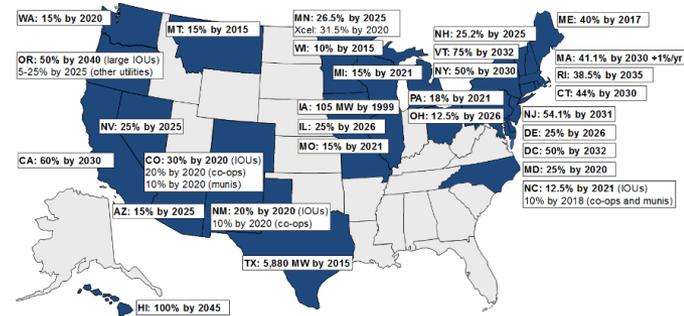
# Renewable Portfolio Standard

## Basic Mix Renewables

- Renewable Portfolio Standard (RPS)
  - State law (SB1547) mandates certain % of basic mix electricity comes from renewables
  - Includes Wind, Solar, Geothermal, Biomass, Low Impact Hydro
- Included in rates
- Green Future products provide multiple opportunities for customers who want to go above & beyond RPS



Oregon RPS Schedule (% of basic mix served by renewables)	
2019	15%
2020	20%
2025	27%
2030	35%
2035	45%
2040	50%



Source: Berkeley Lab (November 2018)

# Green Future Impact

Creating connections between you and your renewable energy

## Why choose Green Future Impact?

- Local: Supports renewable development in the Pacific Northwest
- Maximum Impact: your commitment helps create a brand new renewable facility
- Predictable: Fixed, levelized pricing

## Features

- 100MW new facility
- Located in the Pacific Northwest
- 10 & 15-year commitments
- 100MW Subscriber option, 200MW Customer Supply Option (10aMW required)



# Renewable options for you

Here are the ways you can elect to support renewable energy

## Commercial and Industrial Clean Wind

- \$3/MWh
  - Market-based
- 25% sourced locally, 75% national
- Wind

## OR-based Renewable Energy Credits

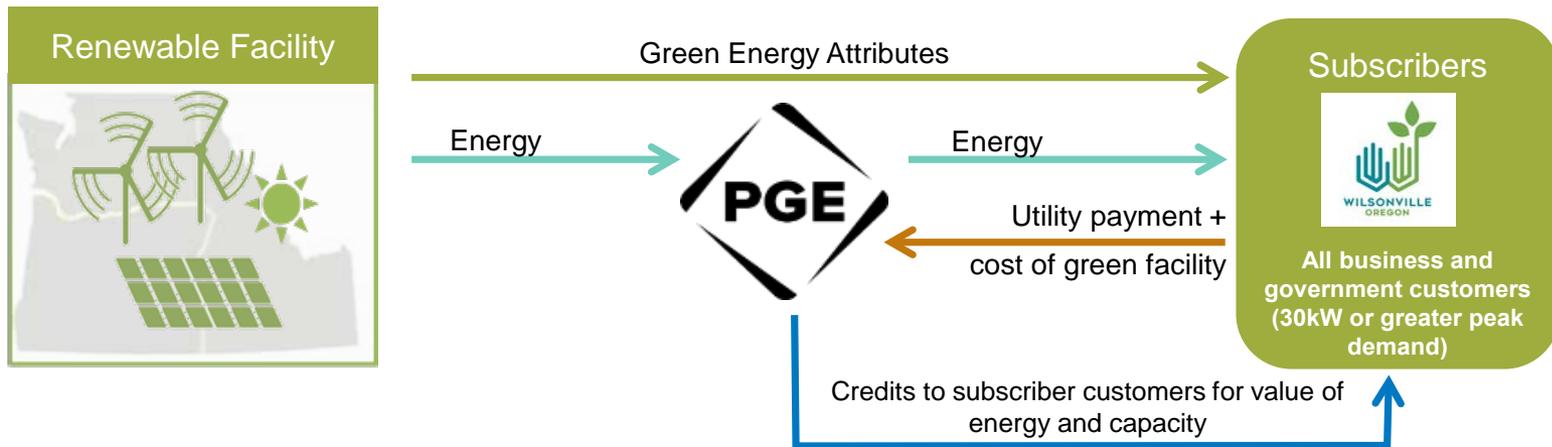
- ~\$5-\$6/MWh
  - Market-based
- 100% local
- Mix of renewable resources

## Green Future Impact

- Not to exceed: \$1.50/MWh
  - Fixed price
- 100% local
- Wind or Solar

# Green Future Impact: Structure

## How it works



### Green Future Impact features:

- 100MW new facility
- Located in the Pacific Northwest
- 200 MW Customer Supply Option available\*

\*must have a 10aMW usage annually

# Proposed Pricing Methodology

Program subscribers will pay Cost of Service in addition to the Net Cost of the contracted renewable resource.



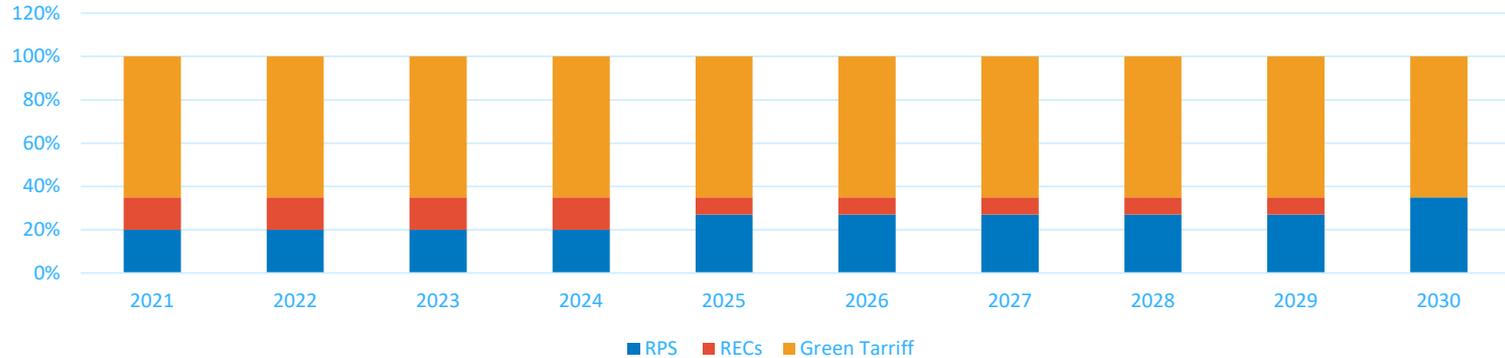
**All** “Cost of Service” customers pay their existing schedule

**Net Cost:**  
**Not to Exceed price is \$1.50/MWh\***

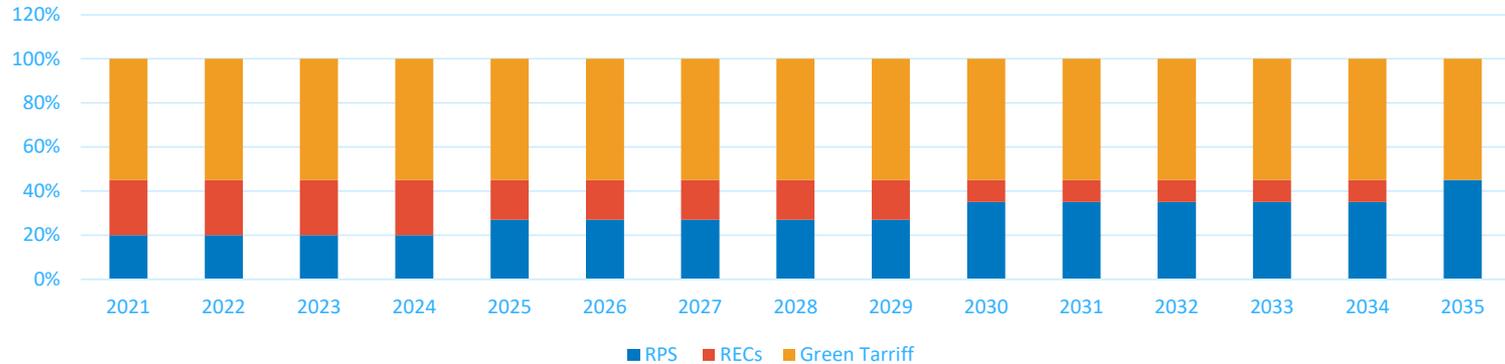
- For 15 year agreement
- Potential for lower price, depends on regulatory and procurement outcomes

# Planning your Purchase

10 Year Term (start Jan 1 2021)



15 year Term (start Jan 1 2021)



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2019 customer report

# City of Wilsonville

**Tiffany Delgado**, key customer manager  
tiffany.delgado@pgn.com  
OFFICE 503-464-8635 | CELL 503-329-3486

**Eric Underwood**, local government affairs  
eric.underwood@pgn.com  
OFFICE 503-464-2329 | CELL 503-545-8548

**If you have an outage:**

1. Call 503-736-5585 to report it
2. Call your key customer manager



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# ENERGY FUTURE



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## THE POWER TO CHANGE TOMORROW

### DELIVERING TODAY



#### Keeping prices stable

- » Regional partnerships to help keep your prices consistent.



#### Helping you go electric

- » Charging options to provide your business fleet and employees with an affordable, accessible EV infrastructure.



#### Innovating renewable solutions

- » Our new Wheatridge Renewable Energy Facility combines wind, solar and battery storage in one location, helping your business meet its clean energy goals.

### INNOVATING FOR TOMORROW



#### Strengthening our grid

- » Technology integrations and innovative product designs to provide your business with greater reliability and service quality. We're currently testing with customers and integrating:
  - Microgrids
  - Large-scale, on-demand energy storage and substation set-ups
  - Electric transportation and charging stations
  - Smart energy programs
  - Field Area Network: Two-way device communication between customers and PGE
  - Smart streetlights
  - Reliability hubs
  - Residential systems

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# ENERGY DATA & PRICES





HERE'S YOUR ENERGY USE FROM LAST YEAR

Total kWh usage

**12.19M**

Total cost

**\$1.29M**

Estimated CO<sub>2</sub> footprint

**4,875t**

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YOUR 2018 RENEWABLE IMPACT



1.57M pounds CO<sub>2</sub> avoided  
from entering the air



1.03M kWh renewable  
power purchased



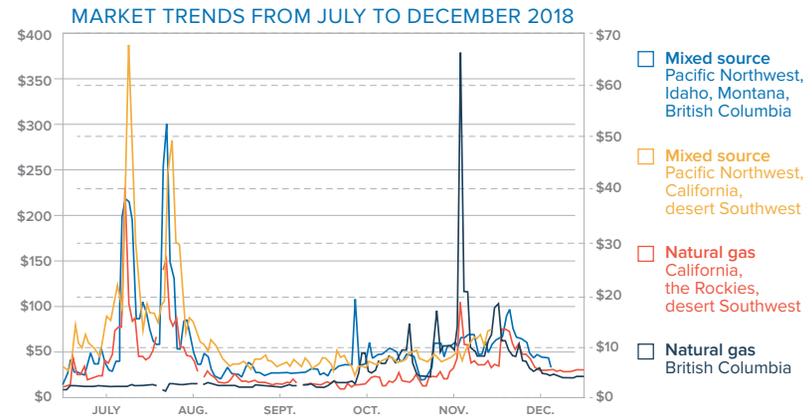
1.76M miles not driven

» [SEE APPENDIX TO LEARN MORE ABOUT YOUR INDIVIDUAL ACCOUNTS](#)



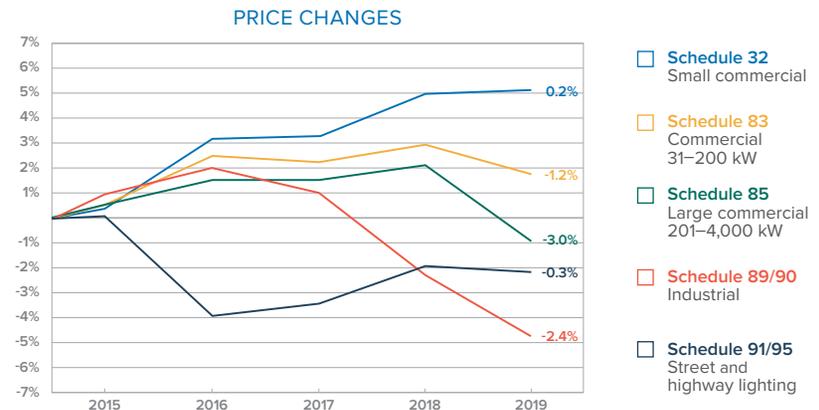
### DELIVERING PRICE STABILITY

Our diverse energy portfolio protects you from market volatility and ensures that we can meet your energy needs now and in the future. Your prices will remain stable regardless of extreme weather or unforeseen events that can cause unanticipated energy market fluctuations.



### 2015 TO 2019 PRICE CHANGES

For 2019, your prices are estimated to change **-2.64%**  
 Since 2015, the average annual change for all your accounts combined is **0.32%**



The price changes related in this graph are general for all schedules.

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## DETAILED ENERGY SUMMARY IN YOUR COMMUNITY

### USAGE, PRICES AND FEES

**\$30,161,564**

Total payments to PGE (minus uncollectibles)

**\$1,052,313 and \$449,747**

Franchise fee and privilege tax, respectively

**3,077**

Customers enrolled in Green Future<sup>SM</sup> renewable power in your area

### PGE IN YOUR COMMUNITY

Our employees and retirees give their time, expertise and money to organizations they care about. PGE supports them with matching funds to better educate and develop our future workforce, enhance our environment and prepare our communities to respond to natural disasters.

**\$54,000,000**

PGE Infrastructure investment to strengthen the energy grid and improve system reliability in Clackamas County.

**10,182**

Hours volunteered by PGE employees in 2018 in Clackamas County.

**378**

PGE employees who work and live in Clackamas County.

In addition to taxes and fees we pay to cities in which we operate, PGE is also the largest taxpayer in your community.

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# PROGRAMS & PRODUCTS



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## CONTROL, MANAGE, SUSTAIN AND GROW



### Green Future<sup>SM</sup>

Source up to 100 percent of your electricity with renewable energy.



### Energy Partner

Assess your usage and receive payments for taking energy-saving measures.



### Energy Expert

Track your usage through in-depth reports and optimize your energy management.



### Energy classes

Get free expert training that helps you save energy, control costs and be more sustainable.

## RELIABILITY AND PREVENTATIVE MAINTENANCE



### Distribution automation

Using smart technology, the system can identify and conduct self repairs to help minimize outage times.



### Supervisory Control and Data Acquisition

Remotely monitoring and connecting our control system to substations or field devices to shorten restoration times.



### Underground cable replacement

Proactively replacing high-risk underground cable.



### Regular maintenance

Monitoring equipment and substations every month.



### Strategic Asset Management

Protecting our equipment through its entire life cycle to keep it as reliable as possible and ensuring that we replace it before it breaks.

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# ACTION PLAN





#### WHAT MATTERS MOST TO YOU?

- Personalized account support
- Flexible construction timelines
- Access to technical expertise
- Innovative technologies and programs
- Renewable energy and storage solutions
- Education and workshop opportunities
- Competitive pricing
- Community presence and partnerships
- Easily accessible energy and billing data
- Individualized outage support and communication

#### TOP THREE PRIORITIES

1. Innovative technologies and programs
2. Renewable energy and storage solutions
3. Flexible construction timelines (need improvement)

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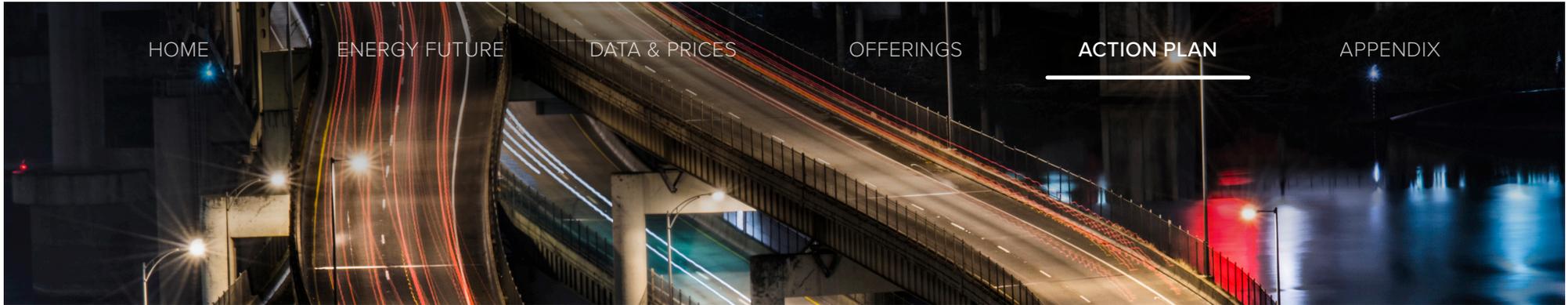
APPENDIX

### WHAT WE ACCOMPLISHED LAST YEAR

1. 24/7 outage support and follow-up
2. New PGE billing system and account numbers
3. PGE rate case and price decrease for 2019

### WHAT WE'LL WORK ON TOGETHER THIS YEAR

1. Electric Avenue at the Library
2. Streetlight pilot
3. Water meter reading pilot
4. Green Future Impact
5. Energy Partner (demand response) at pump stations
6. SMART Transit electrification
7. New substation location
8. Energy monitoring
9. 10-year trend for City's usage



This annual energy report sets our shared focus for the year.  
I'm available 24/7 to support you and ensure we achieve these goals.

THANK YOU,

*Tiffany Delgado*



**Tiffany Delgado**, key customer manager  
tiffany.delgado@pgn.com  
OFFICE 503-464-8635 | CELL 503-329-3486

**Daniel Herrera**, backup key customer manager  
OFFICE 503-464-8642 | CELL 971-320-0152

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**If you have an outage:**

- 1. Call 503-736-5585 to report it**
- 2. Call your key customer manager**

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# APPENDIX



Customer Account Report  
CITY OF WILSONVILLE

Tiffany Delgado 503-464-8635

Name	SP ID	Account	Rate	Feeder	Service Address	DBA	Facility Capacity (kW)	Annual Use (kWh)	Annual Charge
CITY OF WILSONVILLE	0110160743	4785200000	PGE-32	WILSONVILLE-CITY	29799 SW TOWN CENTER LOOP E		-	4,101	\$ 781
CITY OF WILSONVILLE	0110828299	4785200000	PGE-32	WILSONVILLE-WEST	I-5/WLSNVL RD @ SB ENTRC	PM 110.220.43502	-	3,146	\$ 580
CITY OF WILSONVILLE	0430630106	4785200000	PGE-32	WILSONVILLE-PARKWAY	25700 SW PARKWAY AVE	PM 110.220.43502	-	56	\$ 222
CITY OF WILSONVILLE	0520483988	4785200000	PGE-32	WILSONVILLE-WEST	10810 SW BOECKMAN RD		-	2,259	\$ 492
CITY OF WILSONVILLE	0760289537	4785200000	PGE-32	WILSONVILLE-CITY	7603 SW WIMBLEDON CIR S		-	66	\$ 223
CITY OF WILSONVILLE	0770206678	4785200000	PGE-32	WILSONVILLE-WEST	ABT WILSONVILLE RD AND BOO	PM 110.220.43502	-	158	\$ 234
CITY OF WILSONVILLE	0870832486	4785200000	PGE-32	WILSONVILLE-WEST	S S WLSNVLE RD W/O BNSFY	PM 110.220.43502	-	56	\$ 222
CITY OF WILSONVILLE	1060899958	4785200000	PGE-32	WILSONVILLE-CHARBONNEAU	SW FRNCH PR, 3RD LT N LAFAYE	DIGITAL SPEED SIGNS	-	56	\$ 222
CITY OF WILSONVILLE	1140346715	4785200000	PGE-32	WILSONVILLE-BOECKMAN	AT W/S CANYON CK RD,17TH	PM 110.220.43502	-	112	\$ 228
CITY OF WILSONVILLE	1340212851	4785200000	PGE-83	WILSONVILLE-CITY	SW MEMORIAL PKWY	WWW 320.720.43502	78	90,120	\$ 11,943
CITY OF WILSONVILLE	1360269196	4785200000	PGE-32	WILSONVILLE-CITY	AT SW TOWN CENTER LOOP	RD 240.240.43502	-	7,486	\$ 1,138
CITY OF WILSONVILLE	1390361872	4785200000	PGE-32	WILSONVILLE-CHARBONNEAU	31240 SW BOONES FERRY RD N	PM 110.220.43502	-	6,320	\$ 1,040
CITY OF WILSONVILLE	1400797849	4785200000	PGE-32	WILSONVILLE-WEST	AT WILSONVILLE RD AND BROW	RD 240.240.43502	-	7,988	\$ 1,191
CITY OF WILSONVILLE	1500160686	4785200000	PGE-32	COFFEE CREEK-FREEMAN	DAY RD AND GRAHAMS FRY RD	RD 240.240.43502	-	6,248	\$ 965
CITY OF WILSONVILLE	1670627658	4785200000	PGE-32	WILSONVILLE-VILLEBOIS	12063 SW TOOZE RD		-	4,068	\$ 708
CITY OF WILSONVILLE	1670699232	4785200000	PGE-32	WILSONVILLE-WEST	ES BNSFERRY N/O WILSON	PM 110.220.43502	-	56	\$ 222
CITY OF WILSONVILLE	1730849590	4785200000	PGE-32	WILSONVILLE-CITY	AT FOOT OF SW KOLBE LN	WA 310.710.43502	-	27,437	\$ 3,803
CITY OF WILSONVILLE	1740483790	4785200000	PGE-32	WILSONVILLE-WEST	10700 SW EDGEWOOD CT	WWW 320.720.43502	-	12,825	\$ 1,875
CITY OF WILSONVILLE	1930213218	4785200000	PGE-32	COFFEE CREEK-HOLIDAY	SW PARKWAY AND SW ELLIGSO	WA 310.710.43502	-	1,182	\$ 361
CITY OF WILSONVILLE	2110118539	4785200000	PGE-32	WILSONVILLE-VILLEBOIS	SW BOECKMAN RD & SW KINSM	**WATERLINE**	-	3,424	\$ 636
CITY OF WILSONVILLE	2350204085	4785200000	PGE-32	WILSONVILLE-CITY	8200 SW WILSONVILLE RD	PM 110.220.43502	-	1,034	\$ 413
CITY OF WILSONVILLE	2390113472	4785200000	PGE-32	WILSONVILLE-CITY	SW WILSONVILLE RD/TWN CTR	RD 240.240.43502	-	8,607	\$ 1,274
CITY OF WILSONVILLE	2490412191	4785200000	PGE-38I	WILSONVILLE-PARKWAY	26390 SW PARKWAY AVE	WA 310.710.43502	-	5,188	\$ 1,123
CITY OF WILSONVILLE	2530400382	4785200000	PGE-83I	WILSONVILLE-CHARBONNEAU	31851 ILLAHEE CT	WA 310.710.43502	40	57,727	\$ 8,406
CITY OF WILSONVILLE	2680190063	4785200000	PGE-32	WILSONVILLE-CHARBONNEAU	WLSNVLE RD E/O I5 ONRAMP	PM 110.220.43502	-	112	\$ 228
CITY OF WILSONVILLE	2870547155	4785200000	PGE-32	WILSONVILLE-VILLEBOIS	28836 SW COSTA CIR		-	17,807	\$ 2,387
CITY OF WILSONVILLE	2950156400	4785200000	PGE-32	WILSONVILLE-CITY	AT SW WILSONVILLE RD&WILD	RD 240.240.43502	-	6,512	\$ 997
CITY OF WILSONVILLE	3150163266	4785200000	PGE-32	COFFEE CREEK-HOLIDAY	8249 SW ELLIGSEN RD		-	985	\$ 336
CITY OF WILSONVILLE	3260411808	4785200000	PGE-32	WILSONVILLE-BOECKMAN	26610 SW CANYON CREEK RD	PM 110.220.43502	-	488	\$ 276
CITY OF WILSONVILLE	3270192029	4785200000	PGE-32	WILSONVILLE-CITY	7930 SW WILSONVILLE RD	PM 110.220.43502	-	13,675	\$ 1,843
CITY OF WILSONVILLE	3270303841	4785200000	PGE-32	WILSONVILLE-CHARBONNEAU	SW FRNCH PR, 3RD LT N OF MO	DIGITAL SPEED SIGNS	-	56	\$ 222
CITY OF WILSONVILLE	3320476019	4785200000	PGE-32	WILSONVILLE-CITY	7950 SW MEMORIAL PKWY	PM 110.220.43502	-	15,864	\$ 2,217
CITY OF WILSONVILLE	3390172044	4785200000	PGE-83	WILSONVILLE-CITY	ABT MEMORIAL PARK	PM 110.220.43502	48	14,920	\$ 3,456
CITY OF WILSONVILLE	3550790051	4785200000	PGE-32	WILSONVILLE-CHARBONNEAU	ABT SEWER LIFT STATN	WWW 320.720.43502	-	355	\$ 335
CITY OF WILSONVILLE	3600239736	4785200000	PGE-32	WILSONVILLE-WEST	10245 SW WILSONVILLE RD		-	56	\$ 222
CITY OF WILSONVILLE	3650576813	4785200000	PGE-32	WILSONVILLE-CHARBONNEAU	ABT 3100 SW BNS FRRY RD	RD 240.240.43502	-	2,225	\$ 489
CITY OF WILSONVILLE	3760029796	4785200000	PGE-32	WILSONVILLE-CITY	29020 SW TOWN CENTER LOOP	PM 110.220.43502	-	112	\$ 228
CITY OF WILSONVILLE	3800860615	4785200000	PGE-32	WILSONVILLE-CITY	ABT SE COR WILSONVILLE RD	AI RD 240.240.43502	-	246	\$ 242
CITY OF WILSONVILLE	3950332375	4785200000	PGE-32	WILSONVILLE-CHARBONNEAU	30535 SW BOONES FERRY RD	RD 240.240.43502	-	402	\$ 265
CITY OF WILSONVILLE	4090603535	4785200000	PGE-32	WILSONVILLE-WEST	30300 SW BOONES FERRY RD	TRAFFIC SIGNAL	-	4,072	\$ 713
CITY OF WILSONVILLE	4250548183	4785200000	PGE-83	WILSONVILLE-CITY	8200 SW WILSONVILLE RD	PM 110.220.43502	86	221,900	\$ 24,859
CITY OF WILSONVILLE	4310352862	4785200000	PGE-32	WILSONVILLE-CHARBONNEAU	31000 SW PARKWAY AVE	WA 310.710.43502	-	-	\$ 219

\*\*\*Please note that Annual Charges may be inaccurate if accounts have been recently closed or opened.

Customer Account Report  
CITY OF WILSONVILLE

Tiffany Delgado 503-464-8635

Name	SP ID	Account	Rate	Feeder	Service Address	DBA	Facility Capacity (kW)	Annual Use (kWh)	Annual Charge
CITY OF WILSONVILLE	4560059542	4785200000	PGE-32	WILSONVILLE-CITY	29600 SW PARKWAY CT	PM 110.220.43502	-	3,131	\$ 675
CITY OF WILSONVILLE	4600663204	4785200000	PGE-38	WILSONVILLE-CITY	SW CUMBERLIN @ MEMORIAL	PM 110.220.43502 /MEMOI	-	43,480	\$ 6,507
CITY OF WILSONVILLE	4620568092	4785200000	PGE-32	WILSONVILLE-WEST	ABT MCKENZIE DR/BELKNAP	WWW 320.720.43502	-	13,313	\$ 2,008
CITY OF WILSONVILLE	4660362511	4785200000	PGE-47	WILSONVILLE-WEST	31283 SW WILLAMETTE WAY W	WWW 320.720.43502	-	1,849	\$ 641
CITY OF WILSONVILLE	4660900501	4785200000	PGE-32	WILSONVILLE-CITY	29600 SW PARKWAY CT	PM 110.220.43502	-	10,340	\$ 1,540
CITY OF WILSONVILLE	4690172072	4785200000	PGE-32	WILSONVILLE-WEST	30079 SW INDUSTRIAL WAY	WTP	-	-	\$ 215
CITY OF WILSONVILLE	4740528162	4785200000	PGE-32	WILSONVILLE-CHARBONNEAU	30690 SW BOONES FERRY RD	RD 240.240.43502 /RADAR !	-	402	\$ 265
CITY OF WILSONVILLE	4770411536	4785200000	PGE-32	WILSONVILLE-CHARBONNEAU	31240 SW BOONES FERRY RD	PM 110.220.43502	-	2,184	\$ 479
CITY OF WILSONVILLE	4800184380	4785200000	PGE-32	WILSONVILLE-PARKWAY	SW ELLIGSEN @ CANYON CRK	RD 240.240.43502	-	1,631	\$ 416
CITY OF WILSONVILLE	4820152564	4785200000	PGE-32	WILSONVILLE-WEST	10409 SW BOECKMAN RD		-	5	\$ 216
CITY OF WILSONVILLE	4830319314	4785200000	PGE-32	WILSONVILLE-WEST	11055 SW WILSONVILLE RD	PM 110.220.43502	-	3,944	\$ 672
CITY OF WILSONVILLE	4880618876	4785200000	PGE-32	WILSONVILLE-WEST	30299 SW BOONES FERRY RD		-	119	\$ 230
CITY OF WILSONVILLE	4980890095	4785200000	PGE-32	WILSONVILLE-VILLEBOIS	9699 SW BARBER ST	TRANSIT CENTER	-	26,043	\$ 3,371
CITY OF WILSONVILLE	5010272634	4785200000	PGE-32	WILSONVILLE-WEST	9951 SW WILSONVILLE RD		-	576	\$ 284
CITY OF WILSONVILLE	5020553443	4785200000	PGE-32	WILSONVILLE-CITY	ABT 7575 SW WILSONVILLE RD		-	1,112	\$ 355
CITY OF WILSONVILLE	5140323363	4785200000	PGE-32	WILSONVILLE-CITY	SW CANYON CRK RD AND TOWN CNTR LOOP		-	6,786	\$ 1,043
CITY OF WILSONVILLE	5140794384	6873060000	PGE-32	WILSONVILLE-BOECKMAN	6761 SW BOECKMAN RD		-	18,782	\$ 2,485
CITY OF WILSONVILLE	5150897482	4785200000	PGE-32	WILSONVILLE-CITY	ABT 8200 SW MEMORIAL DR		-	986	\$ 340
CITY OF WILSONVILLE	5180497807	4785200000	PGE-38I	WILSONVILLE-CITY	29021 SW MEADOWS LOOP	WA 310.710.43502 /MEDOV	-	9,951	\$ 1,806
CITY OF WILSONVILLE	5250169269	4785200000	PGE-32	WILSONVILLE-BOECKMAN	AT BOECKMAN AND PARKWAY	RD 240.240.43502	-	2,596	\$ 540
CITY OF WILSONVILLE	5360742573	4785200000	PGE-83I	WILSONVILLE-BOECKMAN	7610 SW ELLIGSEN RD NBR PMF	WA 310.710.43502	153	66,610	\$ 14,958
CITY OF WILSONVILLE	5380517779	4785200000	PGE-32	WILSONVILLE-CITY	30000 SW TOWN CENTER LOOP	PM 110.220.43502	-	104,820	\$ 11,300
CITY OF WILSONVILLE	5560573481	4785200000	PGE-32	WILSONVILLE-WEST	ABT SW BARBER ST @ SW KINSMAN RD		-	8,623	\$ 1,269
CITY OF WILSONVILLE	5620631912	4785200000	PGE-32IC	WILSONVILLE-BOECKMAN	ABT 7905 SW BOECKMAN RD	WA 310.710.43502 /CNYN C	-	14,499	\$ 2,124
CITY OF WILSONVILLE	5670095732	4785200000	PGE-32	WILSONVILLE-CITY	ON CUMBERLN OFF MEMORIAL	PM 110.220.43502 /MEMOI	-	43	\$ 225
CITY OF WILSONVILLE	5690701781	4785200000	PGE-32	COFFEE CREEK-HOLIDAY	ABT EXIT 286 ELLINGSON	RD 240.240.43502	-	5,770	\$ 920
CITY OF WILSONVILLE	5690828161	4785200000	PGE-85	WILSONVILLE-CHARBONNEAU	9275 SW TAUCHMANN ST		639	3,374,019	\$ 291,852
CITY OF WILSONVILLE	5790175993	4785200000	PGE-32	WILSONVILLE-BOECKMAN	AT W/S CANYON CK RD, 4TH	PM 110.220.43502	-	112	\$ 228
CITY OF WILSONVILLE	5790514504	4785200000	PGE-85	WILSONVILLE-WEST	10350 SW ARROWHEAD LN	WR 310.711.43502	1,159	4,680,000	\$ 368,248
CITY OF WILSONVILLE	5800068626	4785200000	PGE-32	WILSONVILLE-WEST	S S WLSNVLE E/O BNSFRY	PM 110.220.43502	-	56	\$ 222
CITY OF WILSONVILLE	5800129320	4785200000	PGE-32	COFFEE CREEK-HOLIDAY	TRAFFIC SGN-BNS FY/COMRC	RD 240.240.435/DEPT PUB \	-	7,895	\$ 1,177
CITY OF WILSONVILLE	5830319315	4785200000	PGE-32	WILSONVILLE-WEST	SW WILSONVILLE RD AND WILL	RD 240.240.43502	-	10,773	\$ 1,506
CITY OF WILSONVILLE	5910656371	4785200000	PGE-32	COFFEE CREEK-HOLIDAY	SW CORNER 95 AND RIDDER RC	RD 240.240.43502	-	7,675	\$ 1,152
CITY OF WILSONVILLE	5930152679	4785200000	PGE-32	WILSONVILLE-CITY	ABT SW MEMORL DR AT PARK	RD 240.240.43502	-	580	\$ 290
CITY OF WILSONVILLE	6000117544	4785200000	PGE-32	WILSONVILLE-CHARBONNEAU	30953 SW FIR AVE		-	151	\$ 234
CITY OF WILSONVILLE	6020005111	4785200000	PGE-32	WILSONVILLE-CHARBONNEAU	I5 AND WILSNVL RD-N/B ENT	PM 110.220.43502	-	3,355	\$ 599
CITY OF WILSONVILLE	6040738455	4785200000	PGE-32IC	WILSONVILLE-BOECKMAN	7600 SW ELLIGSEN RD		-	22,656	\$ 2,898
CITY OF WILSONVILLE	6040790865	4785200000	PGE-32	WILSONVILLE-CITY	8100 SW WILSONVILLE RD	PM 110.220.43502 /MEMOI	-	2,328	\$ 505
CITY OF WILSONVILLE	6180650128	4785200000	PGE-32	WILSONVILLE-WEST	ABT SW WILSONVILLE RD AND MONTEBELLO RD		-	6,506	\$ 1,014
CITY OF WILSONVILLE	6380397500	4785200000	PGE-32	WILSONVILLE-WEST	COR BNS FY WLSNV	RD 240.240.43502	-	10,425	\$ 1,488
CITY OF WILSONVILLE	6460075771	4785200000	PGE-32	WILSONVILLE-VILLEBOIS	9993 SW BOECKMAN RD		-	7,354	\$ 1,114
CITY OF WILSONVILLE	6480664789	4785200000	PGE-91	CURTIS-CURTIS 13	AT STREET LIGHTS		-	-	\$ 809

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12 months ending December, 2018

Customer Account Report  
CITY OF WILSONVILLE

Tiffany Delgado 503-464-8635

Name	SP ID	Account	Rate	Feeder	Service Address	DBA	Facility Capacity (kW)	Annual Use (kWh)	Annual Charge
CITY OF WILSONVILLE	6480664790	4785200000	PGE-91	WILSONVILLE-CHARBONNEAU	AT STREET LIGHTS	ST LIGHTS	-	257,335	\$ 46,391
CITY OF WILSONVILLE	6480664791	4785200000	PGE-91	CURTIS-CURTIS 13	AT STREET LIGHTS		-	-	\$ 238
CITY OF WILSONVILLE	6480664792	4785200000	PGE-91	CURTIS-CURTIS 13	AT STREET LIGHTS		-	-	\$ 807
CITY OF WILSONVILLE	6480664793	4785200000	PGE-91	WILSONVILLE-CHARBONNEAU	AT STREET LIGHTS	ST LIGHTS	-	21,962	\$ 3,549
CITY OF WILSONVILLE	6480664794	4785200000	PGE-91	WILSONVILLE-CHARBONNEAU	AT STREET LIGHTS	ST LIGHTS	-	134,125	\$ 26,425
CITY OF WILSONVILLE	6480664795	4785200000	PGE-91	CURTIS-CURTIS 13	AT STREET LIGHTS		-	-	\$ 65
CITY OF WILSONVILLE	6480664796	4785200000	PGE-91	WILSONVILLE-CHARBONNEAU	AT STREET LIGHTS	ST LIGHTS	-	224,077	\$ 40,322
CITY OF WILSONVILLE	6480664797	4785200000	PGE-91	CURTIS-CURTIS 13	AT STREET LIGHTS		-	-	\$ 960
CITY OF WILSONVILLE	6480664798	4785200000	PGE-91	WILSONVILLE-CHARBONNEAU	AT STREET LIGHTS	ST LIGHTS	-	31,915	\$ 5,569
CITY OF WILSONVILLE	6480664799	4785200000	PGE-91	WILSONVILLE-CHARBONNEAU	AT STREET LIGHTS	ST LIGHTS	-	10,707	\$ 1,609
CITY OF WILSONVILLE	6480664800	4785200000	PGE-91	WILSONVILLE-CHARBONNEAU	AT STREET LIGHTS	ST LIGHTS	-	207,460	\$ 37,825
CITY OF WILSONVILLE	6480664801	4785200000	PGE-91	WILSONVILLE-CHARBONNEAU	AT STREET LIGHTS	ST LIGHTS	-	407,909	\$ 65,888
CITY OF WILSONVILLE	6480664802	4785200000	PGE-95		AT STREET LIGHTS	ST LIGHTS	-	3,083	\$ 1,029
CITY OF WILSONVILLE	6480664803	4785200000	PGE-91	WILSONVILLE-CHARBONNEAU	AT STREET LIGHTS	ST LIGHTS	-	11,944	\$ 2,029
CITY OF WILSONVILLE	6480664804	4785200000	PGE-91	CURTIS-CURTIS 13	AT STREET LIGHTS		-	-	\$ 201
CITY OF WILSONVILLE	6480664805	4785200000	PGE-91	WILSONVILLE-CHARBONNEAU	AT STREET LIGHTS	ST LIGHTS	-	340	\$ 72
CITY OF WILSONVILLE	6480664806	4785200000	PGE-91	WILSONVILLE-CHARBONNEAU	AT STREET LIGHTS	ST LIGHTS	-	261,860	\$ 40,932
CITY OF WILSONVILLE	6480664807	4785200000	PGE-91	CURTIS-CURTIS 13	AT STREET LIGHTS		-	-	\$ 1,294
CITY OF WILSONVILLE	6480664808	4785200000	PGE-91	CURTIS-CURTIS 13	AT STREET LIGHTS		-	-	\$ 33
CITY OF WILSONVILLE	6480664809	4785200000	PGE-91	CURTIS-CURTIS 13	AT STREET LIGHTS		-	-	\$ 48
CITY OF WILSONVILLE	6480664810	4785200000	PGE-91	WILSONVILLE-CHARBONNEAU	AT STREET LIGHTS	ST LIGHTS	-	7,728	\$ 1,466
CITY OF WILSONVILLE	6480664811	4785200000	PGE-91	CURTIS-CURTIS 13	AT STREET LIGHTS		-	-	\$ 21
CITY OF WILSONVILLE	6480664812	4785200000	PGE-91	CURTIS-CURTIS 13	AT STREET LIGHTS		-	-	\$ 45
CITY OF WILSONVILLE	6480664813	4785200000	PGE-91	CURTIS-CURTIS 13	AT STREET LIGHTS		-	-	\$ 418
CITY OF WILSONVILLE	6480664814	4785200000	PGE-91	WILSONVILLE-CHARBONNEAU	AT STREET LIGHTS	ST LIGHTS	-	22,740	\$ 4,122
CITY OF WILSONVILLE	6480664815	4785200000	PGE-91	WILSONVILLE-CHARBONNEAU	AT STREET LIGHTS	ST LIGHTS	-	487	\$ 125
CITY OF WILSONVILLE	6480664816	4785200000	PGE-91	WILSONVILLE-CHARBONNEAU	AT STREET LIGHTS	ST LIGHTS	-	703	\$ 98
CITY OF WILSONVILLE	6480664817	4785200000	PGE-91	WILSONVILLE-CHARBONNEAU	AT STREET LIGHTS	ST LIGHTS	-	2,720	\$ 532
CITY OF WILSONVILLE	6480664818	4785200000	PGE-91	WILSONVILLE-CHARBONNEAU	AT STREET LIGHTS	ST LIGHTS	-	12,287	\$ 2,040
CITY OF WILSONVILLE	6480664819	4785200000	PGE-91	CURTIS-CURTIS 13	AT STREET LIGHTS		-	-	\$ 8
CITY OF WILSONVILLE	6480664820	4785200000	PGE-91	WILSONVILLE-CHARBONNEAU	AT STREET LIGHTS	ST LIGHTS	-	7,479	\$ 2,039
CITY OF WILSONVILLE	6480664821	4785200000	PGE-91	CURTIS-CURTIS 13	AT STREET LIGHTS		-	-	\$ 192
CITY OF WILSONVILLE	6480664822	4785200000	PGE-91	WILSONVILLE-CHARBONNEAU	AT STREET LIGHTS	ST LIGHTS	-	680	\$ 95
CITY OF WILSONVILLE	6480664823	4785200000	PGE-91	WILSONVILLE-CHARBONNEAU	AT STREET LIGHTS	ST LIGHTS	-	14,222	\$ 2,278
CITY OF WILSONVILLE	6480664824	4785200000	PGE-91	CURTIS-CURTIS 13	AT STREET LIGHTS		-	-	\$ 89
CITY OF WILSONVILLE	6480664825	4785200000	PGE-91	WILSONVILLE-CHARBONNEAU	AT STREET LIGHTS	ST LIGHTS	-	98,386	\$ 16,406
CITY OF WILSONVILLE	6480664826	4785200000	PGE-91	CURTIS-CURTIS 13	AT STREET LIGHTS		-	-	\$ 329
CITY OF WILSONVILLE	6480664827	4785200000	PGE-91	WILSONVILLE-CHARBONNEAU	AT STREET LIGHTS	ST LIGHTS	-	44,763	\$ 7,676
CITY OF WILSONVILLE	6480664828	4785200000	PGE-91	WILSONVILLE-CHARBONNEAU	AT STREET LIGHTS	ST LIGHTS	-	1,156	\$ 161
CITY OF WILSONVILLE	6480664829	4785200000	PGE-91	WILSONVILLE-CHARBONNEAU	AT STREET LIGHTS	ST LIGHTS	-	1,791	\$ 291
CITY OF WILSONVILLE	6480664830	4785200000	PGE-91	CURTIS-CURTIS 13	AT STREET LIGHTS		-	-	\$ 1,364
CITY OF WILSONVILLE	6480664831	4785200000	PGE-91	WILSONVILLE-BOECKMAN	AT STREET LIGHTS	ST LIGHTS	-	10,879	\$ 2,125

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12 months ending December, 2018

Customer Account Report  
CITY OF WILSONVILLE

Tiffany Delgado 503-464-8635

Name	SP ID	Account	Rate	Feeder	Service Address	DBA	Facility Capacity (kW)	Annual Use (kWh)	Annual Charge
CITY OF WILSONVILLE	6480664832	4785200000	PGE-91	CURTIS-CURTIS 13	AT STREET LIGHTS		-	-	\$ 10
CITY OF WILSONVILLE	6480664833	4785200000	PGE-91	WILSONVILLE-CHARBONNEAU	AT STREET LIGHTS	ST LIGHTS	-	3,626	\$ 502
CITY OF WILSONVILLE	6480664834	4785200000	PGE-91	WILSONVILLE-CHARBONNEAU	AT STREET LIGHTS	ST LIGHTS	-	30,645	\$ 5,375
CITY OF WILSONVILLE	6480664835	4785200000	PGE-91	CURTIS-CURTIS 13	AT STREET LIGHTS		-	-	\$ 26
CITY OF WILSONVILLE	6480664836	4785200000	PGE-91	CURTIS-CURTIS 13	AT STREET LIGHTS		-	-	\$ 29
CITY OF WILSONVILLE	6480664837	4785200000	PGE-91	WILSONVILLE-CHARBONNEAU	AT STREET LIGHTS	ST LIGHTS	-	88,687	\$ 16,881
CITY OF WILSONVILLE	6480664838	4785200000	PGE-91	CURTIS-CURTIS 13	AT STREET LIGHTS		-	-	\$ 1
CITY OF WILSONVILLE	6480664839	4785200000	PGE-91	CURTIS-CURTIS 13	AT STREET LIGHTS		-	-	\$ 589
CITY OF WILSONVILLE	6723731947	3218125771	PGE-32		SW Grahams Ferry Rd & SW Tooze Rd		-	2,263	\$ 306
CITY OF WILSONVILLE	6860393765	4785200000	PGE-32	WILSONVILLE-BOECKMAN	AT WILSONVILLE AND LANDOV RD 240.240.43502 /SCHOOL		-	1,323	\$ 381
CITY OF WILSONVILLE	6920738832	4785200000	PGE-15	WILSONVILLE-CHARBONNEAU	31240 SW BOONES FERRY RD	PM 110.220.43502	-	159	\$ 55
CITY OF WILSONVILLE	6920738833	4785200000	PGE-15	CURTIS-CURTIS 13	31240 SW BOONES FERRY RD		-	-	\$ 45
CITY OF WILSONVILLE	7050341494	4869740000	PGE-32	WILSONVILLE-BOECKMAN	CANYON CREEK RD @ VLAHOS DR		-	62	\$ 220
CITY OF WILSONVILLE	7160817151	4785200000	PGE-32	COFFEE CREEK-HOLIDAY	NE COR SW PKY/ELLIGSEN	RD 240.240.43502	-	9,646	\$ 1,395
CITY OF WILSONVILLE	7430745224	4785200000	PGE-83	WILSONVILLE-CITY	29799 SW TOWN CENTER LOOP CITY HALL		137	443,760	\$ 47,489
CITY OF WILSONVILLE	7540319383	4785200000	PGE-32	WILSONVILLE-WEST	AT SW WILSONVILLE RD AND KINSMAN RD		-	7,299	\$ 1,095
CITY OF WILSONVILLE	7550822392	4785200000	PGE-32	WILSONVILLE-CITY	AT WILSONVILL RD S/O TWN	RD 240.240.43502	-	10,600	\$ 1,519
CITY OF WILSONVILLE	7630707097	4785200000	PGE-32	WILSONVILLE-CITY	SW WILSONVILLE @ TWN CTR	RD 240.240.43502	-	6,717	\$ 1,034
CITY OF WILSONVILLE	7670189488	4785200000	PGE-32	WILSONVILLE-PARKWAY	25610 SW PARKWAY AVE	PM 110.220.43502	-	56	\$ 222
CITY OF WILSONVILLE	7740378012	4785200000	PGE-32	WILSONVILLE-BOECKMAN	AT W/S CANYON CK RD 8TH	PM 110.220.43502	-	112	\$ 229
CITY OF WILSONVILLE	7790318812	8218363270	PGE-32	WILSONVILLE-VILLEBOIS	12250 SW Alta Ct		-	12,530	\$ 1,686
CITY OF WILSONVILLE	7860209079	4785200000	PGE-47	WILSONVILLE-VILLEBOIS	11006 SW TOOZE RD		-	81	\$ 239
CITY OF WILSONVILLE	8050079142	6736410000	PGE-83	WILSONVILLE-VILLEBOIS	28897 SW BOBERG RD		59	211,600	\$ 22,169
CITY OF WILSONVILLE	8220358752	4785200000	PGE-32	WILSONVILLE-CITY	ABT WLSNVLE RD W/END BRG	PM 110.220.43502	-	56	\$ 222
CITY OF WILSONVILLE	8310240864	4785200000	PGE-83	WILSONVILLE-CITY	7965 SW WILSONVILLE RD	PM 110.220.43502	115	195,200	\$ 24,497
CITY OF WILSONVILLE	8360115948	4785200000	PGE-32IC	WILSONVILLE-VILLEBOIS	SW BNS FRY 300 FT S BOEK	WA 310.710.43502	-	38,834	\$ 4,887
CITY OF WILSONVILLE	8380606998	4785200000	PGE-83	WILSONVILLE-CITY	8300 SW MEMORIAL DR		38	86,949	\$ 9,847
CITY OF WILSONVILLE	8420437120	4785200000	PGE-32	WILSONVILLE-CITY	29600 SW PARKWAY CT	PARKS 110 225 43502	-	28,549	\$ 3,340
CITY OF WILSONVILLE	8690685656	4785200000	PGE-32	WILSONVILLE-WEST	ABT SW COR WILSONVLE BOONES FY		-	56	\$ 222
CITY OF WILSONVILLE	8850640141	4785200000	PGE-32	WILSONVILLE-WEST	AT INZA WOOD SCH/WILSONV	RD 240.240.43502	-	1,519	\$ 403
CITY OF WILSONVILLE	8920862255	4785200000	PGE-32	COFFEE CREEK-HOLIDAY	N BOUND ONRAMP EXIT 286	RD 240.240.43502	-	5,350	\$ 869
CITY OF WILSONVILLE	8970707109	4785200000	PGE-32IC	WILSONVILLE-CHARBONNEAU	31851 ILLAHEE CT	WWW 320.720.43502	-	43,757	\$ 5,659
CITY OF WILSONVILLE	9060053515	4785200000	PGE-32	WILSONVILLE-BOECKMAN	27370 SW CANYON CREEK RD	WWW 320.720.43502 /CNY	-	34,029	\$ 4,614
CITY OF WILSONVILLE	9060119594	7126520000	PGE-32	WILSONVILLE-VILLEBOIS	AT VILLEBOIS SR S AND SW PALI PALERMO PARK		-	2,310	\$ 475
CITY OF WILSONVILLE	9070698705	4785200000	PGE-32	COFFEE CREEK-HOLIDAY	ABT NW COR 95 AND COMMER RD	240.240.43502	-	8,030	\$ 1,195
CITY OF WILSONVILLE	9100284889	4785200000	PGE-32	COFFEE CREEK-FREEMAN	ABT COR DAY N GRDEN ACRE (FCR)		-	1,591	\$ 404
CITY OF WILSONVILLE	9290905699	4785200000	PGE-32	WILSONVILLE-CITY	29600 SW PARKWAY CT		-	36,360	\$ 4,726
CITY OF WILSONVILLE	9350369311	4785200000	PGE-32	COFFEE CREEK-HOLIDAY	AT SW PARKWAY AND SW ELLIC RD	240.240.43502	-	10,221	\$ 1,475
CITY OF WILSONVILLE	9430818698	4785200000	PGE-32	WILSONVILLE-CHARBONNEAU	23900 SW TOWN CENTER LOOP WWW	320.720.43502	-	2,857	\$ 651
CITY OF WILSONVILLE	9510352886	4785200000	PGE-32	WILSONVILLE-CITY	ABT N MEADOWS LOOP @ MEA RD	240.240.43502	-	246	\$ 242
CITY OF WILSONVILLE	9630750657	4785200000	PGE-32	WILSONVILLE-CITY	8451 SW WILSONVILLE RD	PM 110.220.43502	-	5,371	\$ 823
CITY OF WILSONVILLE	9730172968	5881030000	PGE-32	WILSONVILLE-VILLEBOIS	9491 SW BOECKMAN RD		-	50	\$ 218

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12 months ending December, 2018

Customer Account Report  
CITY OF WILSONVILLE

Tiffany Delgado 503-464-8635

Name	SP ID	Account	Rate	Feeder	Service Address	DBA	Facility Capacity (kW)	Annual Use (kWh)	Annual Charge
CITY OF WILSONVILLE	9780153717	1759831000	PGE-32	OXFORD-LEE	410 19TH ST SE		-	16,400	\$ 2,147
CITY OF WILSONVILLE	9790658023	4785200000	PGE-32	WILSONVILLE-CITY	29799 SW TOWN CENTER LOOP PED CROSSING		-	5,169	\$ 844
CITY OF WILSONVILLE	9940794891	4785200000	PGE-32	WILSONVILLE-CITY	6600 SW WILSONVILLE RD	RD 240.240.43502	-	4,524	\$ 769
					<b>TOTAL</b>		<b>2,552</b>	<b>12,186,313</b>	<b>\$ 1,293,281.82</b>

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# JUNE 2019

# MONTHLY

# REPORT

## From The Director's Office

Greetings!

Frog Pond West is rapidly transforming into Wilsonville's next great neighborhood! Two major subdivisions are being developed with new homes being constructed by Pahlisch Homes at Morgan Farm, as well as the NW Natural Street of Dreams builders in the wider Stafford Meadows neighborhood that is being developed by West Hills Development.

The 2019 NW Natural Street of Dreams will run from Saturday, July 27 to Sunday, August 25. I hope you all are able to attend the show to see the wonderful additions that are being made in the community. Whether you are looking for your dream home, wanting to build a new home, or getting ready to remodel or redecorate your current home, you will find your inspiration at this year's Street of Dreams.

Since 1975, the Homebuilders Association of Metropolitan Portland has produced this signature summer event featuring the latest in residential construction. Each home is a reflection of the unique and professional talents of builders, architects, interior designers, craftspeople, and landscape architects. The activity in the area is significant as the five individual Street of Dreams builders compete for the HBA's prestigious "Golden Hammer" award, which is given to the builder who received their Certificate of Occupancy permit first from the City's Building Division. This year, Red Hills Construction tied with Everett Custom Homes, both receiving the Certificate of Occupancy on the same day.

The accompanying photos are of the first completed segment of the Boeckman Creek regional trail in Morgan Farm. This trail provides wonderful multi-modal recreational opportunities for the neighborhood and surrounding residents, and someday will connect all the way down to Memorial Park. Many Community Development Department staff are working hard on the details of Frog Pond West, we hope you enjoy the finished product.

Respectfully submitted,

Chris Neamtzu, AICP  
Community Development Director



## Building Division

### Plumbing Standards Protect Our Potable Water

The City of Wilsonville is very fortunate to have clean, potable water in generous supply for our use and enjoyment. The City's Building Division is charged with the responsibility of enforcing the codes and regulations that provide safe and sanitary water distribution systems within our homes, schools, churches, and businesses. The State of Oregon Plumbing Specialty Code provides the regulations and guidelines that have been adopted statewide since 1973.

Industry professionals have developed the standards we enforce for well over 100 years. These standards oversee:



**Sizing** – Correct sizing is mandatory to prevent water waste (both hot and cold). Water flowing too fast or too slow in the piping system will affect the proper operation of the bathtub and shower faucet anti-scald protection. Noise, banging and rattling, premature pipe and fixture failure, and pressure fluctuations are but a few of the problems of an incorrectly sized system.

**Freeze protection** – There is a high chance of a plumbing system freezing when water piping is exposed to un-heated space. Frozen plumbing fixtures and pipes will burst and split, causing very expensive repairs. The inconvenience of not having water is only part of the problem. When thawed, the leaks make themselves known and water is quite often “everywhere.” Insulation, location (in a warm area), heat tape, and drain-down pipe configurations are code tools that help us prevent the problems that occur during freezing conditions.

**Cross-Connections** – Potable (drinkable) water and non-potable water should never mix. Problems arise when there is an unknown or unseen connection between the two; at the least, it can be gross and at the worst, it can kill. One of the reasons Plumbers are licensed in Oregon is to ensure proper training in the health and safety requirements of the Public. Hoses left in a backyard pond, hand-held shower sprays submerged in the tub, incorrect piping connections by untrained installers, and equipment connections to potable water are all examples of potential cross-connections. The most common way to prevent the danger of contamination is to install a Backflow Prevention Device that is properly fitted to match the danger. Even a simple hose-bibb can be protected with a vacuum breaker which prevents water back-siphoning as shown in the first photo above. Another very common example is the Double Check Valve that separates the lawn irrigation system from the potable water supply that goes to the building.



The City Building Department provides trained and experienced inspectors to help keep the water supply safe to use and drink. Building Division staff are available to answer questions about permits, licensing, and the code requirements that help to keep us all safe.

-Mike Ditty, Building Inspector/Plans Examiner III

## Economic Development

### **Business Recruitment**

- Wilsonville Economic Development joined regional partners including Greater Portland Inc. and the City of Portland in a recruitment effort of a Taiwanese-based manufacturing company that is looking for a presence in the Pacific Northwest.

### **Business Retention & Expansion**

- Working with Clackamas County Sustainability and Republic Services on potential partnership to address recycling concerns voiced by Wilsonville business community during April 2 workshop, particularly in regards to removal of styrene packaging and wood pallets. Group will consider potential scenarios such as pursuing a Metro Investment and Innovation Grant for a Styrofoam densifier.
- As part of a Business Retention/Expansion effort, the Economic Development Division sought input from Wilsonville based businesses about current challenges, interest in expansion, satisfaction with City services, and appetite for workforce assistance resources in an online survey.
  - The Economic Development Division is also setting up conversations with many of the City's traded sector and high-growth employers to seek input and provide expansion assistance.

### **Regional Collaboration**

- Making progress on Employment Lands Site Readiness Toolkit, a project with Port of Portland and GPI to identify tools to move challenged industrial employment sites within UGB to market-readiness, such as Coffee Creek. Project is looking at best practices across the country and coming up with 32 tools—related to policy, financing, and process—to help industrial site-readiness.

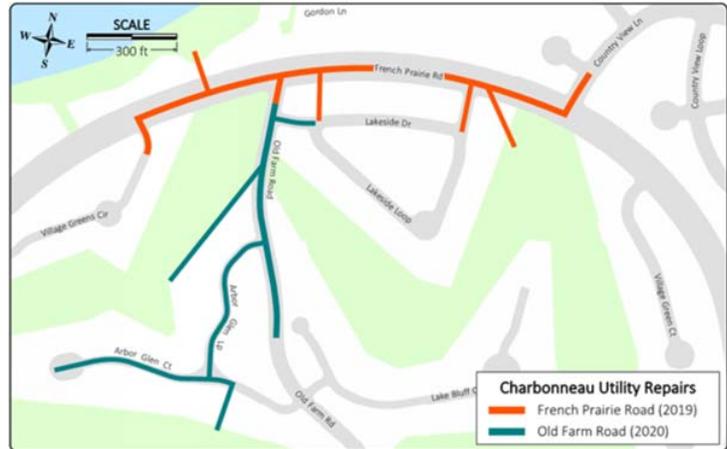
## Engineering Division, Capital Projects

### **5th to Kinsman Road Extension (4196)**

Construction has been delayed due to delays in land acquisition and the transition to a new project manager. Staff are reviewing the project scope, budget, and schedule and will provide an update by fall 2019.

### **Charbonneau Utility Repairs – French Prairie Drive Phase II and Old Farm Road Phase I (1500/2500/4500/7500)**

This project involves repair and replacement of deficient storm, sewer, and water pipe lines in the Charbonneau District, as identified in the Charbonneau Consolidated Improvement Plan. French Prairie Phase 2 plans and specifications are complete. The City will solicit construction bids in late 2019 with construction starting early 2020. The City's consultant is progressing on 60% design for the Old Farm Road Phase 1 project with construction starting summer 2020.



### **Coffee Creek Industrial Area Regional Stormwater Facility Project (7060)**

This project involves modeling of current and buildout stormwater runoff conditions within portions of the Coffee Creek and Basalt Creek basins and will design and construct improvements to alleviate existing seasonal flooding to allow for future development within both the Coffee Creek Industrial Area and the Basalt Creek Concept Area. The City has completed review of the draft Alternatives Report and held an Alternatives Review Meeting with the consultant team. The consultant team is wrapping up additional analysis of potential flood impacts with the different alternatives and are expected to submit the final report by the end of June.

### **Elligsen Well Upgrade and Maintenance (1128)**

This project involves correcting well casing and water chemistry deficiencies in the existing Elligsen well to maintain it as a backup supply for emergencies. Capacity analysis of the stormwater system downstream of the well house which carries pump-to-waste flows continued through June 2019. Identifying and quantifying well deficiencies and improvements to the well casing, redevelopment of well capacity, and other improvements will occur in fiscal year 2019-2020.

### **French Prairie Bridge (9137)**

This project will determine the final location, alignment, and design type and includes preparation of preliminary construction and environmental documents for a new pedestrian, bike, and emergency vehicle bridge over the Willamette River in the vicinity of Boones Ferry Road. The project Task Force unanimously



recommended the Suspension Bridge as the preferred bridge type at their meeting on June 4. City staff will bring the recommendation for consideration by City Council and the Clackamas Board of County Commissioners in August.

## Engineering Division, Capital Projects

### **Garden Acres Road (4201)**

The project involves the design and construction of Garden Acres Road from a rural local access road to an urban industrial roadway as part of the Coffee Creek Industrial Area plan and includes Willamette Water Supply Program segment PLM\_1.2 of the 66" water transmission pipe. City Council awarded the construction contract to Moore Excavation, Inc. in the amount of \$10.78 million at regular session meeting on June 17. A pre-construction meeting with the contractor is scheduled for July 1. Construction is anticipated to begin in mid-July.

### **Gesellschaft Well Facility and Upgrade (1083)**

This project addresses upgrades and repairs needed to correct deficiencies in the Gesellschaft well house, including piping, electrical, and mechanical systems. Request for Contractor Qualifications was performed in June 2019 with bidding and construction occurring in summer and fall 2019.

### **I-5 Pedestrian Bridge (4202)**

This project involves the design and preparation of construction documents for a pedestrian and bicycle bridge over Interstate 5 from Town Center Loop West to Boones Ferry/Barber Street. Council approved purchase of the Town Center Pad A property for use as the east bridge landing and Town Center gateway at the May 6 meeting. Since that time, acquisition of the property has been completed. Staff is preparing the Request for Proposal documents to solicit design proposals from qualified consulting firms, expected to begin in September.

### **Memorial Drive Splitter Manhole Replacement (2085)**

This project involves the replacement of an existing sanitary sewer manhole at the intersection of Parkway Avenue and Memorial Drive with a new flow diversion manhole. The purpose of the project is to maintain equalized flows between two parallel sewer lines under I-5 and to avoid potential overflows. Three competitive quotes were received in late March. Construction is anticipated to begin in early summer 2019 and to be completed by mid-summer.

### **Memorial Park Pump Station (2065)**

The land use application is being prepared.

### **Willamette River Storm Outfalls (7053)**

Staff conducted a preconstruction meeting on Friday, June 21. The project is scheduled to start in mid-July.

### **WTP Surge Tank (1111)**

Construction continues at the Water Treatment Plant for installation of the new surge tanks and new meter and vault. The vault is installed, as is the piping and concrete foundation for the surge tank. The surge tanks are ordered but not scheduled to arrive until September.

### **WWSP Coordination (1127)**

Ongoing coordination efforts are occurring for the Garden Acres Road project (4201), the 5th/Kinsman project (4196), the Kinsman/Wilsonville Road truck turning improvements.

- **WWSP Pipeline** WWSP is preparing to submit final construction drawings for pipeline 1.1, 66" raw water pipeline between Arrowhead Creek Lane and Wilsonville Road, for construction this summer. Garden Acres will construct the PLM 1.2. The construction contract was approved by Council on June 17.
- **Raw Water Facility** Initial discussions have taken place for the project specific IGA. The land use application was submitted and is awaiting the receipt of additional information that was flagged in the completeness review.

## Engineering Division, Private Developments

### **Commerce Circle**

Project under construction for a driveway replacement and connection to public utilities.

### **Fir Commons**

Nine home condominium development near Fir Avenue and 4th Street in Old Town. Erosion control measures are in place to prepare for construction.

### **Frog Pond Meadows—Phase 2 and 3**

74-lot subdivision located north of Stafford Meadows and adjacent to Stafford Road. The grading permit has been issued and plans are under review for the Public Works Permit.

### **Frog Pond—Morgan Farm Phase 2**

42-lot subdivision located north of Morgan Farm Phase 1. The grading permit has been issued and plans are under review for the Public Works Permit.

### **Grace Chapel**

Plans for the land use application were submitted but the plans for the public works permit have not been submitted yet for this remodel and expansion of the south building of the former Pioneer Pacific College.

### **Hilton Garden Inn**

Construction continues on utilities for this new, four story hotel at Memorial Drive and Parkway Avenue.

### **Northstar Contractor Establishment—Clay Street**

Plans have been reviewed for this frontage improvement project. Insurance information is still needed.

## Natural Resources

### Pollinator Week Celebration

In August 2017, the City Council adopted a resolution designating Wilsonville a Bee City USA affiliate. Bee City USA is a nationwide effort to foster ongoing dialogue in urban areas to raise awareness of pollinators and the role they play in our communities and what each of us can do to provide them with healthy habitat. One of the requirements of the Bee City USA designation is to hold an annual celebration of National Pollinator Week.

Bee City USA corresponds with many of the existing “Bee Stewards” program initiatives, such as creating pollinator habitat, developing an integrated pest management plan for City properties and facilities, and raising community awareness and participation in pollinator conservation.

On June 19, City staff celebrated Pollinator Week at the Library. The event included informational tables, pollinator videos, and free native plants. Other partners participating in the event included Plant4Pollinators and the Backyard Habitat Certification Program.

Approximately, twenty people attended the event. The celebration allowed the public to gain a deeper appreciation of pollinators and the critical role they play on Earth.



## Planning Division, Current

### **Administrative Land Use Decisions Issued**

- Open Space Modifications for Aspen Meadows Subdivision off Canyon Creek Road South
- 20 Ft Extension of Wireless Tower and Addition of Antenna Array near Parkway Avenue and Boeckman Road
- 1 Zoning Verification Letters
- 1 Final Partition Plat
- 4 Temporary Use Permits
- 4 Miscellaneous Class I Administrative Reviews
- 4 Type A Tree Permits
- 1 Type B Tree Permit
- 1 Type C Tree Permit
- New Single-family and row house building permits

### **Development Inspections and Project Management**

In June, Planning staff actively worked with developers and contractors to ensure construction of the following projects consistent with Development Review Board and City Council approvals:

- Bullwinkle's (Family Fun Center) Expansion
- Hilton Garden Inn
- Eye Health Northwest
- Fir Avenue Commons residential development in Old Town
- Regional Park 7&8 in Villebois
- Residential subdivisions in Frog Pond West
- Charbonneau Range subdivision
- Aspen Meadows and Aspen Meadows II subdivisions on Canyon Creek Road South

### **Development Review Board (DRB)**

DRB Panel A did not meet in June.

DRB Panel B met on June 24 and unanimously approved two five-year temporary use permits. One is for a new four-classroom modular building at Boeckman Creek Primary School, and the other is for continued use of the "Three Bay" facility in Memorial Park by Public Works until their facility on Boberg Road is constructed.

### **DRB Projects Under Review**

During June, Planning staff actively worked on the following major projects in preparation for public hearings before the Development Review Board:

- Site layout and building design for Phase 1 of the Industrial Focus development between Boberg Road and Boones Ferry Road just south of Boeckman Road.
- Natural resource impacts as well as site and building design for improvements at the Willamette River Treatment Plant and park related to the Willamette Water Supply Project.

### **Planning Commission**

During their June 12 meeting, the Planning Commission held a work session on the Equitable Housing Strategic Plan. See discussion of plan on the next page. The Residential Code Revision Project will be discussed at the next regular Planning Commission Meeting on Wednesday, July 10.

## Planning Division, Long Range

### Citywide Signage and Wayfinding Implementation

Planning staff worked on final design and siting of sign kiosks as one of the first implementation steps for the adopted Citywide Signage and Wayfinding Plan.

### Equitable Housing Strategic Plan

The primary goal of the Equitable Housing Strategic Plan is to identify gaps currently present in Wilsonville's housing market and develop a plan with prioritized strategies to fill these gaps, providing Wilsonville residents and employees housing opportunities for different household compositions, ages, and income ranges.

City staff worked with the project consultant, ECONorthwest, to refine the project's stakeholder engagement plan and begin development of a market analysis to assess gaps in the City's supply of housing types and price points. The City also began recruitment for a project task force representing a broad array of professional experience in housing development, real-estate finance, affordable housing, social services, and related fields. The Equitable Housing Strategic Plan Task Force is expected to meet at least three times over the next six to eight months to evaluate current data, consider public input, provide technical expertise, and develop policies and strategies for inclusion in the Equitable Housing Strategic Plan. Applications to the task force closed on June 24, and the City Manager is reviewing them for appointment purposes. The first meeting will be held in mid-July.

City staff held work sessions with City Council and the Planning Commission in June, providing a summary of the project timeline, stakeholder roles, and draft policy objectives. At their June 3 work session, the City Council appointed Councilor Ben West to serve as chair of the Task Force, and at the June 12 Planning Commission meeting, Kamran Mesbah was appointed to the Task Force.

General project information is available on the project website: [www.ci.wilsonville.or.us/housing](http://www.ci.wilsonville.or.us/housing).

### Wilsonville Town Center Plan

Staff presented the Town Center Plan at the May 6 City Council Public Hearing for Second Reading of Ordinance No. 835, Adopting the Wilsonville Town Center Plan and related amendments to the Comprehensive Plan Map and Text, Zoning Map, and Development Code. The unanimously passed Ordinance 835 became effective June 5 when there were no appeals filed.

Staff began to scope timelines for implementation activities related to the adoption of the Town Center Plan.

These activities include updates to the Transportation System Plan and other system plans, completing the streetscape plan, developing programming and marketing programs, place making events and projects, and building public-private partnerships for a Town Center.

For additional information about the Town Center Plan project, visit the project website [www.wilsonvilletowncenter.com](http://www.wilsonvilletowncenter.com).





# JUNE MONTHLY REPORT

## From the Director:

Happy New Fiscal Year!

FY2019-20 has officially begun but the next several months will be dedicated to closing the books of the last fiscal year. Accounting begins the year gearing up for the eventual completion of the Comprehensive Annual Financial Report and the annual audit.

The month of June was a busy one for Finance as the final preparations are being completed on the upcoming transition to a bi-weekly payroll schedule. The HR/Finance team has worked with the managers and various staff members to help with training for the upcoming changes on everything from how to use the new time sheets to having a consultant come in to talk about personal budgeting. We are on track to have a smooth transition!

June 4th was a busy day for our municipal court program. In the morning an interagency pedestrian safety crosswalk mission took place at the intersection of SW Wilsonville Rd and SW Meadows Parkway as students were going to school. There were nine officers/deputies involved and 22 citations were issued. Later that evening, Judge Amy Lindgren was sworn in as the City's pro-tem judge. She is now able to assist with our court should Judge Weinhouse be unavailable.

We are very excited to have completed our search for our Finance Operations Manager. Beth Penner has been selected and will join the Finance Team on July 8th.

Happy Summer!

*-Cathy Rodocker*

## By the Numbers:

### Finance Statistics for the period of July 1, 2018-June 30, 2019

Please Note: Utility Billing is reported with a one month lag

<u>Utility Billing:</u>		<u>Accounts Payable:</u>		<u>Municipal Court:</u>	
Total Monthly Bills	72,550	Invoices Processed	7,452	Total Citations Issued	2,659
New Customers	1,000	Payments Processed	4,088	Total Suspensions Issued	567
New Service Locations	151			Ticket Revenue	\$323,627

## Fund Updates:

Attached please find the fund summaries through June 2019. Please note that this is the information available as of June 30th. Final numbers, as a result of preparing the year-end entries and Comprehensive Financial Reports will have an impact on both individual line items and ending fund balances for all funds. The following is an update on five of the operating funds.

The General Fund has received 97% of the revenues budgeted through the month of June. Total expenses are being reported at 74% of budget, due primarily to the timing of the Clackamas County Sheriff's contract payments.

The Building Fund revenues increased to 77% of budget through June. Currently, expenses continue to outpace the revenues. Due to the timing of building permit receipts between fiscal years, the excess fund balance will be used to bridge the expense to revenue gap this year. As budgeted, the Building Fund will be using the fund balance that has been built up over the last few years. As it currently stands, expenses have exceeded revenues by over \$400K.

While Community Development revenues are lower than anticipated through the first 12-months of the fiscal year, expenses have also been significantly lower than anticipated. As of June 30th, the total expenses exceed current revenues by a little over \$300K.

The Transit Fund's revenues continue to outpace the actual expenditures to date. The June 30th balance presented does not include the fourth quarter transit tax revenues. The HB2017 funds for FY2018-19 should also be received in July and will be recorded in the proper fiscal year.

Water revenues are nearing \$2 million more than originally anticipated with current revenues reporting at 124% of it budgeted water sales. Included in that total is the City of Sherwood water purchases at over \$2.2 million this fiscal year from the City, which is almost 80% more than the amount that was purchased last fiscal year.

The remaining operating funds; Fleet, Road Operating Road Maintenance, Sewer, Streetlight, and Stormwater are all seeing their year-to-date revenues exceeding their year-to-date expenditures as expected.

## Did you know?

To prepare for the annual audit, the accounting staff will prepare a worksheet for every balance sheet account across all funds in the general ledger. The worksheet and documentation for each account is given to the auditors on the first day of the audit. This systematic approach provides the detailed information required for the audit process, reduces the number of questions to staff and helps to streamline the work schedule for the auditors.

	Budget	Activity	% Used
<b>Fund 110 General Fund:</b>			
Taxes	11,213,487	10,623,204	95%
Intergovernmental	2,141,825	2,077,261	97%
Licenses and Permits	176,510	258,516	146%
Charges for Services	753,480	734,665	98%
Fines	315,000	323,627	103%
Investment Revenue	206,000	419,538	204%
Other Revenues	3,557,120	3,507,099	99%
Transfers	3,369,303	3,153,884	94%
<b>Total Revenue</b>	<b>21,732,725</b>	<b>21,097,794</b>	<b>97%</b>
Personal Services	8,390,218	7,603,593	91%
Materials and Services	12,441,145	9,291,280	75%
Capital Outlay	144,300	181,372	126%
Transfers	4,552,000	1,747,620	38%
<b>Total Expense</b>	<b>25,527,663</b>	<b>18,823,865</b>	<b>74%</b>
<b>Fund 210 Fleet Fund:</b>			
Charges for Services	1,343,601	1,343,601	100%
Investment Revenue	23,690	31,965	135%
Other Revenues	0	9,900	-%
<b>Total Revenue</b>	<b>1,367,291</b>	<b>1,385,466</b>	<b>101%</b>
Personal Services	750,366	582,345	78%
Materials and Services	630,805	620,892	98%
Capital Outlay	188,000	126,174	67%
Transfers	2,400	2,400	100%
<b>Total Expense</b>	<b>1,571,571</b>	<b>1,331,811</b>	<b>85%</b>
<b>Fund 230 Building Fund:</b>			
Licenses and Permits	588,000	563,136	96%
Licenses and Permits-Villebois	547,000	269,797	49%
Charges for Services	8,600	8,600	100%
Investment Revenue	56,650	78,646	139%
Other Revenues	0	532	-%
Transfers	37,701	37,931	101%
<b>Total Revenue</b>	<b>1,237,951</b>	<b>958,642</b>	<b>77%</b>
Personal Services	1,030,960	893,754	87%
Materials and Services	186,691	127,000	68%
Transfers	900,660	344,640	38%
<b>Total Expense</b>	<b>2,118,311</b>	<b>1,365,394</b>	<b>64%</b>
<b>Fund 235 Community Development Fund:</b>			
Intergovernmental	62,500	0	-%
Licenses and Permits	563,413	1,111,944	197%
Licenses and Permits-Villebois	45,567	157,446	346%
Charges for Services	974,732	737,439	76%
Investment Revenue	39,140	71,738	183%
Other Revenues	200	919	460%
Transfers	3,225,167	1,710,013	53%
<b>Total Revenue</b>	<b>4,910,719</b>	<b>3,789,499</b>	<b>77%</b>
Personal Services	3,177,336	2,446,054	77%
Materials and Services	703,913	445,543	63%
Capital Outlay	28,000	28,508	102%
Transfers	551,172	551,172	100%
<b>Total Expense</b>	<b>4,460,421</b>	<b>3,471,278</b>	<b>78%</b>
<b>Fund 240 Road Operating Fund:</b>			
Intergovernmental	1,642,800	1,544,865	94%
Investment Revenue	17,510	35,051	200%
Other Revenues	2,000	3,459	173%
<b>Total Revenue</b>	<b>1,662,310</b>	<b>1,583,375</b>	<b>95%</b>
Personal Services	412,651	344,151	83%
Materials and Services	490,632	377,775	77%
Capital Outlay	51,500	104,983	204%
Debt Service	82,000	81,446	99%
Transfers	696,851	271,184	39%
<b>Total Expense</b>	<b>1,733,634</b>	<b>1,179,540</b>	<b>68%</b>

	Budget	Activity	% Used
<b>Fund 245 Road Maintenance Fund:</b>			
Charges for Services	1,792,369	1,860,645	104%
Investment Revenue	27,268	77,186	283%
<b>Total Revenue</b>	<b>1,819,637</b>	<b>1,937,832</b>	<b>106%</b>
Transfers	2,946,935	250,561	9%
<b>Total Expense</b>	<b>2,946,935</b>	<b>250,561</b>	<b>9%</b>
<b>Fund 260 Transit Fund:</b>			
Taxes	5,006,000	3,859,929	77%
Intergovernmental	2,549,740	1,955,942	77%
Charges for Services	185,000	157,174	85%
Investment Revenue	41,050	85,473	208%
Other Revenues	14,000	34,410	246%
<b>Total Revenue</b>	<b>7,795,790</b>	<b>6,092,928</b>	<b>78%</b>
Personal Services	3,526,766	3,313,199	94%
Materials and Services	1,910,759	1,712,974	90%
Capital Outlay	2,157,569	1,676,463	78%
Transfers	669,002	544,060	81%
<b>Total Expense</b>	<b>8,264,096</b>	<b>7,246,697</b>	<b>88%</b>
<b>Fund 310 Water Operating Fund:</b>			
Charges for Services	8,384,355	10,366,654	124%
Fines	19,000	17,947	94%
Investment Revenue	100,000	295,284	295%
Other Revenues	195,550	197,103	101%
Transfers	350,000	350,000	100%
<b>Total Revenue</b>	<b>9,048,905</b>	<b>11,226,988</b>	<b>124%</b>
Personal Services	581,820	464,575	80%
Materials and Services	4,220,553	3,113,244	74%
Capital Outlay	690,644	329,541	48%
Debt Service	1,875,000	1,832,782	98%
Transfers	2,647,753	972,646	37%
<b>Total Expense</b>	<b>10,015,770</b>	<b>6,712,788</b>	<b>67%</b>
<b>Fund 320 Sewer Operating Fund:</b>			
Charges for Services	7,996,145	8,231,369	103%
Fines	0	48,790	-%
Investment Revenue	127,602	284,151	223%
Other Revenues	27,000	23,065	85%
Transfers	600,000	600,000	100%
<b>Total Revenue</b>	<b>8,750,747</b>	<b>9,187,376</b>	<b>105%</b>
Personal Services	383,530	317,611	83%
Materials and Services	3,391,874	2,840,161	84%
Capital Outlay	29,833	18,683	63%
Debt Service	3,030,000	2,942,263	97%
Transfers	2,714,974	1,139,351	42%
<b>Total Expense</b>	<b>9,550,211</b>	<b>7,258,069</b>	<b>76%</b>
<b>Fund 350 Street Lighting Fund:</b>			
Charges for Services	518,250	521,846	101%
Investment Revenue	16,789	30,770	183%
<b>Total Revenue</b>	<b>535,039</b>	<b>552,617</b>	<b>103%</b>
Materials and Services	359,651	300,728	84%
Transfers	442,270	610	-%
<b>Total Expense</b>	<b>801,921</b>	<b>301,338</b>	<b>38%</b>
<b>Fund 370 Storm Water Operating Fund:</b>			
Charges for Services	2,928,917	2,962,929	101%
Investment Revenue	30,900	59,505	193%
<b>Total Revenue</b>	<b>2,959,817</b>	<b>3,022,434</b>	<b>102%</b>
Personal Services	259,270	186,649	72%
Materials and Services	473,780	390,045	82%
Capital Outlay	161,964	4,443	3%
Debt Service	508,500	507,827	100%
Transfers	2,169,419	1,414,471	65%
<b>Total Expense</b>	<b>3,572,933</b>	<b>2,503,434</b>	<b>70%</b>



# JUNE 2019

# MONTHLY

# REPORT

## From the IT Director:

I can't believe we are halfway through 2019 and the start of a new fiscal year! To celebrate, there have been some significant strides with the City's Laserfiche software project. Installed in the fall of 2015, Laserfiche provides a central repository for digital records that allow staff to efficiently search and retrieve records, and for the City Recorder to properly manage and dispose of records according to the State Records Retention guidelines.

Laserfiche is an incredibly powerful program and can be set up in a number of different ways. The City has explored several different methods and has found an approach that fits the needs of the City departments and records retention needs. Some approaches proved too cumbersome or did not capture the data that was required. Now that Staff has a handle on what works best for the City, the fun can begin!

Beginning in 2019, the project now has a roadmap referred to as the Laserfiche Action Plan. The plan was created to specifically outline all of the records that still need to be scanned digitally and the key resources needed to accomplish this task within the next 3 years. At the end of 2021, the result will be that all past and current records will be in the software system, with processes for future records to be added on a continual basis.

Led by the City Recorder, Kim Veliz and the Senior Systems Analyst, Beth Wolf, key resources for a successful project include the formation of a Laserfiche Champions group. This group consists of a staff member from every department and is responsible for meeting monthly, being the records point person for their department, and putting digital files into Laserfiche. They are a crucial part in not only the next 3 years, but future success as well. Another key resource is hiring a part time position for the next 2 years to help scan and file the backlog of records into Laserfiche. This position will be responsible for scanning, quality controlling, and adding necessary metadata to the file so that it's easy for retrieval.



Laserfiche Champions group staff members

Previous accomplishments of the project include a full implementation of the Municipal Court records, which has significantly saved time with court staff not having to search numerous file cabinets for paper records. Now they just search within the software for those records and have the information within seconds. Another achievement was creating a workflow process for vacation leave requests using an online form. Staff fill out the form, select their manager for approval, the manager gets an email notification

about the request, logs in to approve or deny the request, if approved it automatically files into Laserfiche as a record, and notifies payroll. This process reduces paper, saves time by automating approval process and storing into Laserfiche. Other processes created for City records include contracts, meeting packets, agendas, minutes, ordinances, resolutions, and URA resolutions.

More recent success has been initiated around the City's mapping website, [www.WilsonvilleMaps.com](http://www.WilsonvilleMaps.com). The site is going through an upgrade and it seemed perfect timing to move all the documents, which were contained in the mapping system document storage, into Laserfiche. Documents include residential/commercial building plans, certificate of occupancy, asbuilts, and easements. With these documents now in Laserfiche, they are being properly managed and stored for records purposes, and with special integration in place, can also be retrieved from the mapping interface.

I am excited for the progress that has been made on this project over the last six months. The Laserfiche Action Plan has created a roadmap for success for the City regarding how it handles records retention. This projects success is really because of Kim and Beth's dedication to the Project!

Until next time,

*Andy Stone*

IT Director



Laserfiche software interface



# JUNE 2019 MONTHLY REPORT



*Youth Librarian Samantha McDermott assists a young participant with her rocket at "Stories & Science" on June 19.*

## Manager's Report

June was an exciting month at the library. The Summer Reading Program began June 10, with a space theme of "A Universe of Stories" to celebrate the 50<sup>th</sup> anniversary of the first manned moon landing. Summer programs kicked off with jugglers, storytellers, and escape rooms.

Circulation is on the rise over this time last year. The standout is the circulation of downloadable books and audiobooks with Library2Go, which showed a 20% increase over the same time last year, and 50% increase over use in 2017.

Also in June, longtime Volunteer Coordinator Sue Stowell retired. She has left some very large shoes to fill.

Attached is the July edition of the library's newsletter, "Check Out," which lists upcoming programs and events at the library.

*-Pat Duke, Library Director*



# Check Out!

Wilsonville Public Library news & events

June 2019

8200 SW Wilsonville Road  
Wilsonville, OR 97070

Phone: 503-682-2744

Fax: 503-682-8685

E-mail:

info@wilsonvillelibrary.org

### Hours & Days of Operation

Mon.- Thurs.: 10am–8pm

Fri. - Sat.: 10am–6pm

Sun.: 1–6pm

Find us online at:

[www.WilsonvilleLibrary.org](http://www.WilsonvilleLibrary.org)

**Facebook** (WilsonvilleLibrary)

**Twitter** (@wvlibrary)

## Summer Reading Program starts June 10

Celebrate the 50<sup>th</sup> anniversary of the first manned moon landing with this summer's theme "A Universe of Stories."

**KIDS** who read for at least 20 minutes a day for 20 days receive a free book and other prizes. Parents are welcome to read to their pre-reading child to complete the goal. All readers qualify for a chance to win an annual pass to the Oregon Zoo.

Children who complete 10 science explorations receive a science prize. All science



finishers qualify for a chance to win an annual pass to OMSI.

**TEENS** (6<sup>th</sup>–12<sup>th</sup> grade students) who read at least 20 minutes a day for 20 days win a free book and qualify for fun prize drawings. Teen

special programs on Thursdays start June 20. Programs include trivia and escape rooms, star gazing, games, and an epic water fight.

**ADULTS** (ages 18 and over) who complete a Bingo Card or a Reading Log (or both) will qualify for the Grand Prize Drawing. Prizes include movie tickets and gift certificates to local businesses. Think you're too busy? Reading to your child counts, too!

[www.WilsonvilleLibrary.org](http://www.WilsonvilleLibrary.org)  
/SRP

## Get early literacy tips on our Facebook page



Starting early this spring, Community Outreach Librarian Deborah Gitliz has

been working to meet one of our goals of posting an Early Literacy Tip regularly to the library's Facebook page.

Tips have included:

\*Keep reading to older kids.

\*Talking before, during, and after reading helps kids develop comprehension skills.

\*Asking kids open-ended questions helps them develop critical thinking and communication skills.

You can find them all by clicking on their tag: #WVEarlyLit.

[www.WilsonvilleLibrary.org](http://www.WilsonvilleLibrary.org)



Library Artist of the Month:

*Ron Reimann*

Check Out!

# Youth Programs

## Birth to Age 5

### Baby Time

**For ages 0-12 months**  
Rhymes, songs, and special bonding time with your baby.

Monday mornings  
10:30 am–11:15 am  
(including playtime)  
Oak Room  
June 17 through July 22

### Toddler Time

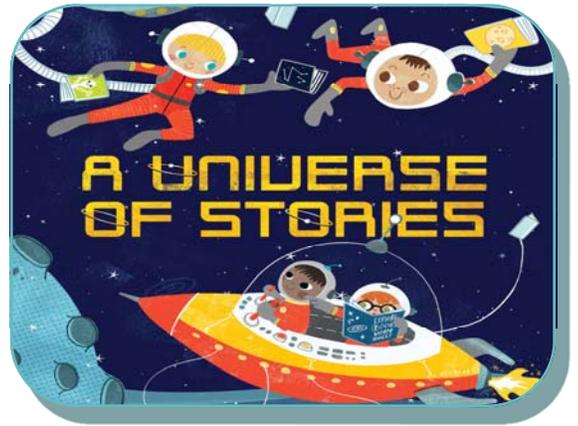
**For ages 1 & 2**  
Stories, songs, and puppets with your toddler.

Tuesday mornings  
10:00 am–10:30 am  
11:00 am–11:30 am  
Oak Room  
June 18 through July 23

### Family Stories & Science

**For ages 3 and up**  
Enjoy a story, a science demonstration, and hands-on activities.

Tues. evenings: 6:30–7:15 pm  
Wed. mornings: 10:30–11:15 am  
Wed. afternoons: 1:00–1:45 pm  
Oak Room  
June 18 through July 24



## Grades K–5

### Summer Fun Shows

These FREE performances are geared for school-age children. Seating is limited, so come early to get your seat!

**Thursday, June 20:**  
**Juggler Rhys Thomas**  
Rhys Thomas keeps his audience guessing and laughing with improbable juggling, unique comedy, and amazing acrobatics.  
11:00 am, 12:30 pm, 2:00 pm

**Thursday, June 27:**  
**Red Yarn**  
Enjoy exciting stories told with puppets and live folk and rock songs.  
11:00 am, 12:30 pm, 2:00 pm

### Science classes sign-ups start July 8

Get your science fill with free science classes for kids in grades Pre-K to 5<sup>th</sup> grade from July 29 through August 2.

Classes will be taught by OMSI and the University of Oregon Museum of Natural & Cultural History.



Find out more:  
[www.WilsonvilleLibrary.org/science](http://www.WilsonvilleLibrary.org/science)

### Did you know?

Library2Go has 100 “always available” downloadable audiobook titles.

Among the titles are classics, like *Mary Poppins* and *Man’s Search for Meaning*, as well as more recent titles, like *Astrophysics for People in a Hurry* and *The Life-Changing Magic of Tidying Up*.

Find out more:  
[www.WilsonvilleLibrary.org](http://www.WilsonvilleLibrary.org)



# Teen Programs

June 2019

## Grades 6–12

Join us for FREE movies, games, food, and more with monthly events just for 6<sup>th</sup>–12<sup>th</sup> graders.



### LIBRARY AFTER DARK

**Thursday, June 20**

**9:00 pm–11:00 pm**

Trivia, karaoke, games, and drinks. Your glow-in-the-dark attire welcome!

### ESCAPE IN SPACE

**Thursday, June 27**

**4:00 pm–5:30 pm**

Space-themed escape room challenge! Bring your squad or join one of ours.

Find out more on our website:  
[www.WilsonvilleLibrary.org/TSRP](http://www.WilsonvilleLibrary.org/TSRP)

### TAB wants you!

The Teen Advisory Board (TAB) is made up of 6<sup>th</sup> through 12<sup>th</sup> graders like you who meet to:

- Hang out, eat, & have fun
- Help choose books, music, and movies for the library
- Plan events

If you're interested, send us an e-mail or call Brad at 503–570–1592, or just show up at our next meeting.

### Teen E-mail List

Want to come to an event, but need a little reminder? Enter your email address at

[www.WilsonvilleLibrary.org/subscribe](http://www.WilsonvilleLibrary.org/subscribe)

to get added to our eNotify list.

Or become a Facebook friend of “Wilsonville Library” to get event updates!

# Adult Programs

## Classes, Lectures, & Workshops



### Space Talk: Apollo 11

The first manned landing on our moon is one of the most significant

events to happen in the 20th century. What was it like? How did we do it?

Presented by Donn Anderson, Evergreen Aviation & Space Museum docent

**Saturday, June 22**

1:00 pm–2:00 pm  
No charge

[www.WilsonvilleLibrary.org/classes](http://www.WilsonvilleLibrary.org/classes)



### English class

Learn English for free at the library. All levels welcome.

**Thursday  
afternoons**

1:00 pm–2:30 pm  
No charge—Drop in!

[www.WilsonvilleLibrary.org/classes](http://www.WilsonvilleLibrary.org/classes)

### History Pub

Monthly programs focusing on Oregon's rich history.

**Tuesday, June 25**

6:30 pm–8:00 pm  
Wilsonville McMenamins  
Doors open at 5 pm  
No charge



**New free classes  
start in July!**

### Classic Space Stories

### Beginning Spanish

Sign up now to save  
your seat!

Find out more:  
[www.WilsonvilleLibrary.org/classes](http://www.WilsonvilleLibrary.org/classes)

## Clubs & Groups

### Book Club

New members welcome!

**Thursday, June 27**

6:00 pm–8:00 pm  
No charge

### English Conversation Group

Informal practice for non-native English speakers.

**Monday evenings**

6:00 pm–7:30 pm  
No charge

### Great Books Discussion Group

Round table discussion of great Western classics.

**Tuesday, June 11**

6:00 pm–8:00 pm  
No charge

### Genealogy Club

Open to beginner and seasoned genealogists.

**Monday, June 17**

6:00 pm–7:00 pm  
No charge

## Entertainment



### First Friday Film

A female dog travels four hundred miles in search of her owner throughout a Colorado wilderness.

**Friday, June 7**

6:00 pm–8:00 pm  
No charge



### Book Notes Concert

Monthly live music in the library stacks on the 2<sup>nd</sup> Saturday of the month.

*Opera on Tap*

Name that tune! Featuring those songs that you may have heard in movies, TV shows, or commercials.

**Saturday, June 8**

2:00 pm–3:00 pm  
No charge

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1 ● Mexican Folk Dancing for Kids 10:30-11:30 am
	3 ● English Conversation Group 6-7:30 pm	4 ● Mexican Folk Dancing for Kids Final Student Performance 6:30-7:30 pm		6 ● English Class 1-2:30 pm	7 ● First Friday Films A Dog's Way Home (PG) 2019 6-8 pm	
	10 ● Summer Reading Sign up starts today! All ages. ● English Conversation Group 6-7:30 pm	11 ● Great Books Discussion Group <i>The Education of Henry Adams</i> by Henry Adams 6-8 pm	12	13 ● English Class 1-2:30 pm	14	15
	17 ● Baby Time 10:30-11:15 am ● Genealogy Club 1-2:30 pm ● English Conversation Group 6-7:30 pm	18 ● Toddler Time 10-10:30 am 11-11:30 am ● Stories & Science 6:30-7 pm	19 ● Stories & Science 10:30-11:15 am 1-1:45 pm	20 ● Thursday Fun Show Juggler Rhys Thomas 11 am 12:30 pm 2 pm ● English Class 1-2:30 pm ● Teen Event Library After Dark 9-11 pm	21	22 ● Space Talk: Apollo 11 with Don Anderson, Docent at Evergreen Aviation & Space Museum 1-2 pm
	24 ● Baby Time 10:30-11:15 am ● Blood Drive 12-5 pm ● English Conversation Group 6-7:30 pm	25 ● Toddler Time 10-10:30 am 11-11:30 am ● Stories & Science 6:30-7 pm ● History Pub 6:30 pm Doors open at 5 pm	26 ● Stories & Science 10:30-11:15 am 1-1:45 pm	27 ● Thursday Fun Show Red Yarn 11 am 12:30 pm 2 pm ● English Class 1-2:30 pm ● Teen Escape in Space 4-5:30 pm ● Book Club 6-8 pm	28	29



# A UNIVERSE of Stories

**STARTS MONDAY, JUNE 10th**

# JUNE

- PROGRAM TYPE
- Children
  - Teen
  - Adult



JUNE 2019

# MONTHLY REPORT



Hello Everyone!

Erica Behler, Recreation Coordinator here— I'll be taking over the intro this month in lieu of our boss man, Mike McCarty, as he is currently in Alaska with family! June was a busy month for the Parks and Rec. crew as we dove into our busiest time of year with shelter rentals and event planning. June saw the second annual Mother & Son event, which we held at Memorial Park River Shelter.

**In addition to the 40 City offered programs and classes this month**, there were also several other events that took place in our parks. The Salmon Cycling Classic, the Wilsonville Arts Fest, The Boy Scouts Plant Sale, as well as, several weddings and large parties. A HUGE thank you to our parks team who gets these shelters "event ready" and oversees them day of, as well as our program coordinator, Ahsamon, who processes all of the applications and permits for these events. It is truly awesome to see how our team helps events like these come together. **In total, June saw over 60 facility rentals, not including field reservations. Fields saw an additional 507 user hours.**

Finally, I wanted to make sure that our Nutrition Coordinator of 24 years, Evie Proctor, got a special THANK YOU for her years of service with the City. Evie retired on Friday, June 28th. **In Evie's time at the Community Center she served over 4,000 clients and 240,000 meals!** Her accomplishments are truly inspiring and we will miss her very much. Janice Mash, who had been working as assistant Nutrition Coordinator, will now step into the head role. Congrats, Janice!

Looking ahead, July will be another busy month filled with Movies in the Park, the Wellness Fair, Rotary Concerts, Summer Camps, and more! We hope to see you in the park or at an event soon, and have a safe and wonderful fourth of July!

*-Erica Behler*

June 2019



## Recreation Updates:



### Mother & Son, Night of Fun

The second annual Mother & Son Night was held at Memorial Park River shelter on Friday, June 21st. The event featured bubble soccer by The Game Truck, tie dye, pizza from Bellagios, and lawn games. A total of 38 registered for the event, and feedback was very positive. Ideas for next year include a game night at Bullwinkle's Entertainment or a country themed dance/movie night and games at the Stein Boozier Barn.

### Bingo!

The Community Center is now offering BINGO on the 3rd Wednesday of the month. The program is free and winners receive prizes funded by the WCSI.

### Wilsonville Wellness Fair Planning

June was a big planning month for the upcoming Wilsonville Wellness Fair on July 20th in Town Center Park. The event will take place from 9AM—1PM, and will include over 35 health and wellness vendors, live demonstrations and performances, and a FREE yoga in the park class from 9AM—10AM. All vendor fees will go to the Wilsonville Community Seniors Inc. to help support the senior tripping program. So far, a total of \$1,075 has been raised.



### Upcoming Events:

Movie in the Park—How to Train your Dragon: July 19, Memorial Park River Shelter, Dusk

Wilsonville Wellness Fair: July 20, Town Center Park, 9AM—1PM

Movie in the Park—Small Foot: July 26, Memorial Park River Shelter, Dusk

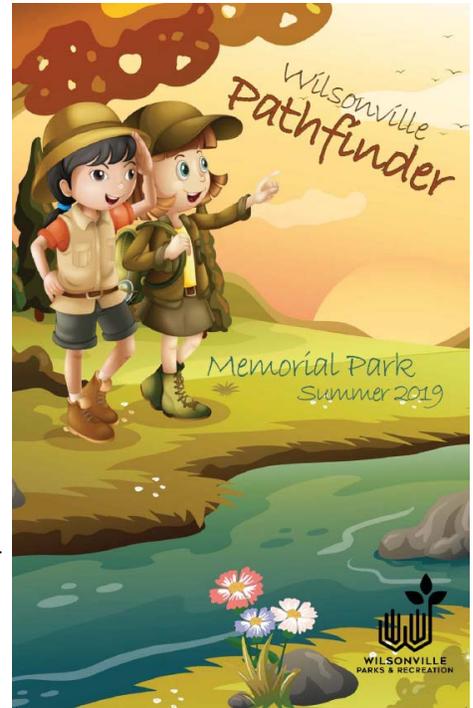
### Board Updates:

**Wilsonville Community Seniors Inc.:** Members of the Board will be in attendance at the Wilsonville Wellness Fair on July 20th to spread the word about the Board and the various programs and activities they help to produce.

## Recreation Updates Continued:

### Launch of New Pathfinders Program

The launch of the popular pathfinders program happened this month. The pathfinders program is an activity booklet designed to help kids get outside and discover their surroundings. The booklets are available at the Parks and Recreation Admin Offices and at the Library. A completed booklet may be turned into the Parks and Recreation admin building to be redeemed for a prize!



### Wilsonville Wellness Fair recognized in Washington

Recently, NEEF (the National Environmental Education Foundation) in Washington, D.C. reached out to Recreation Coordinator, Erica Behler to do a feature of the Wilsonville Wellness Fair in a 'how to' article. The organization is interested in featuring the event as an example of how health and wellness education can be supported in communities and on park land. More to come as this story unfolds!

## Parks Maintenance Updates:

- Addressed and fixed water leaks at community garden
- Hosted Korean War Veterans Remembrance Ceremony in Town Center Park
- Continued routine maintenance on Water Features
- Prepped shelters for 60 rentals in June
- Prepped fields for 507 user hours in June
- Put in new bark dust at Town Center Park



MONTHLY NEWS

# City of Wilsonville Police

VOLUME 2 | ISSUE 5 | PUBLISHED JUNE 10, 2019 | **May 2019**

We appreciate hearing from students in the West Linn-Wilsonville School District. It makes a difference. Aiden sent this email to Chief Wurpes on May 24, 2019:

*"Hello, Sir. My name is Aiden. I live in Wilsonville and go to Wood Middle School. I would like to thank you for the service you and other officers have given to the community. You make our community a safer, better place to live."*



Chief Wurpes snapped this picture while patrolling Memorial Park early in May. You'll be seeing us on bicycles more often through the end of summer.

Wilsonville Police implemented its bicycle patrol program during Spring 2015, and it's been successful on many levels. Not only have we enforced several laws, it's environmentally friendly, has saved on gas, and provided opportunities to meet community members on a more personal level.



**North American Motor Officers Association**

**Police Motorcycle Training  
Since 1982**



Officer Ben Toops attended the four-day North American Motor Officers Association 37th Annual Training Conference in Eugene during May this year. Pictured here, he's running a tight motorcycle course. NAMOA, a non-profit organization, trains police in the Pacific Northwest.

The conference brings together motor officers from agencies throughout the Northwest and focuses on improving police motorcycle operator skills, safety, and the essential exchange of information.

# Wilsonville May 2019



## City of Wilsonville Police Department

30000 SW Town Center Loop E  
Wilsonville, OR 97070

In Partnership with

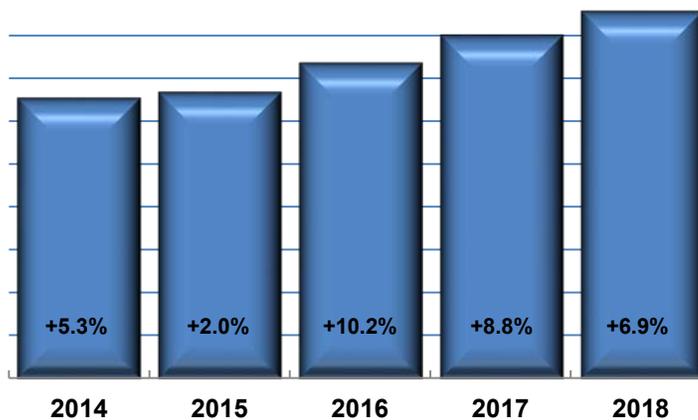


## Monthly Summary

During May 2019, the Clackamas County Sheriff's Office provided law enforcement service to the City of Wilsonville on a 24 hour a day basis. During this time deputies assigned to Wilsonville responded to 755 calls for service, which was an average of 24.4 calls a day.

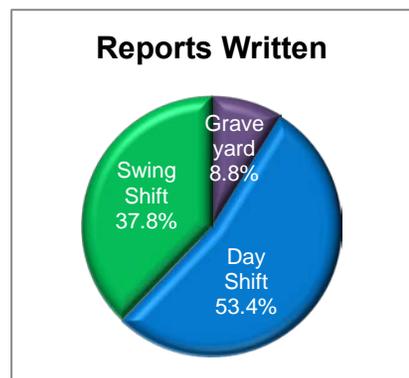
Below is a chart showing the number of calls for service in the City during the last 5 years.

<u>Year</u>	<u>Number of Calls</u>	<u>Monthly Average</u>	<u>Daily Average</u>
2014	6,558	546.5	18.0
2015	6,689	557.4	18.3
2016	7,369	614.1	20.2
2017	8,021	668.4	22.0
2018	8,571	714.3	23.5



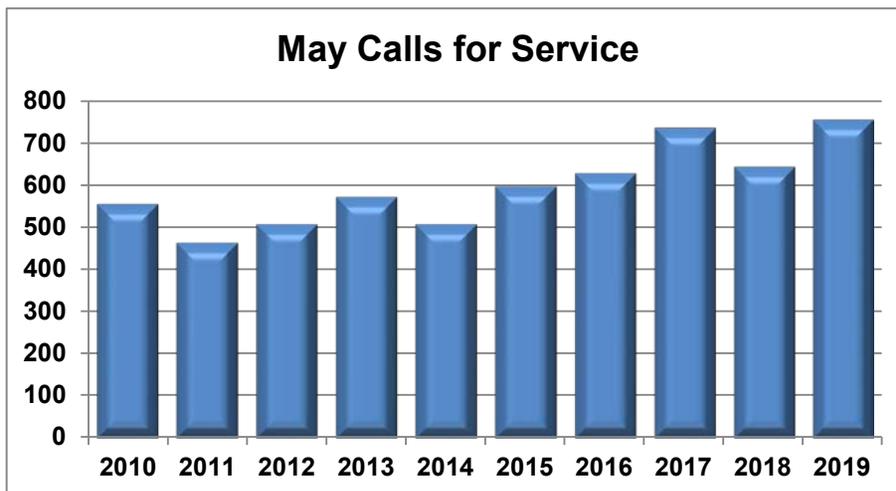
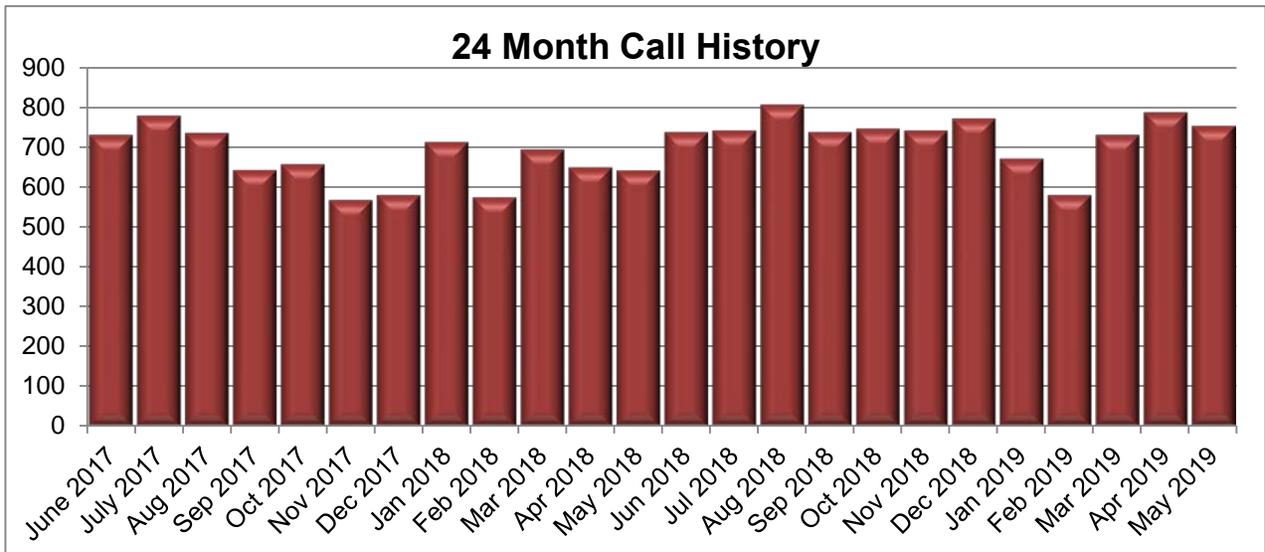
An overall look at the shift activity shows the following percentages of calls taken, traffic stops made and reports written for May.

	<u>Percentage of Calls Taken</u>	<u>Percentage of Traffic Stops</u>	<u>Percentage of Reports Written</u>
Graveyard	18.8%	28.7%	8.8%
Day Shift	44.4%	27.4%	53.4%
Swing Shift	36.8%	43.8%	37.8%



### Calls for Service

Number of Calls Per Shift	May 2019	May 2018	Monthly Average 2018
<b>Graveyard (2100-0700)</b>	142	144	139.6
<b>Day Shift (0700-1700)</b>	335	295	336.3
<b>Swing Shift (1100-0300)</b>	278	204	238.4
<b>Monthly Total</b>	<b>755</b>	<b>643</b>	<b>714.3</b>
<b>Daily Average</b>	24.4	20.7	23.5



## Types of Calls

This chart shows the types of calls for service during the month. These calls do not reflect actual criminal activity. In some cases the call was dispatched as a particular type of incident, but it was later determined to be of a different nature.

Type of Call	May 2019	May 2018	2018 Monthly Avg.
Alarm	72	58	67.4
Assist Public	47	35	48.7
Parking Complaint	41	39	49.8
Traffic Complaint	41	28	34.3
Theft	39	29	53.3
Domestic Disturbance	35	1	27.0
Traffic Crash	35	29	32.8
Welfare Check	34	47	32.8
Behavioral Health Incident	31	6	9.8
Suspicious Person	30	50	34.7
Juvenile Problem	27	9	17.9
Threat / Harassment	25	25	25.8
Provide Information	22		3.8
Suspicious Circumstances	22	16	16.1
Fraud	21	15	17.7
Property Investigation	19	19	17.8
Assist Agency	18	29	34.3
Suspicious Vehicle	18	22	20.8
Noise Complaint	16	13	8.9
Open Door / Window	16	1	3.6
Suicide Attempt / Threat	15	8	10.4
Unwanted / Trespass	14	21	19.8
Criminal Mischief	12	1	9.8
Animal Complaint	9	12	10.5
Fire Services	9	10	10.8
Disturbance	7	19	8.1
Runaway	7	10	2.8
Stolen Vehicle	7	6	6.3
Sex Crimes	6	4	2.2
Assault	5	6	4.6
Burglary	5	4	5.3
Recovered Stolen Vehicle	5	2	1.7
Unknown / Incomplete	4	7	8.1
Missing Person	3	2	3.3
Robbery	3		1.2
Vice Complaint	3	5	5.3
Abandoned Vehicle	2	6	4.5
Death Investigation	2	6	1.7
Hazard	2	18	9.5
Viol. Restraining Order	2	4	2.6
Extra Patrol Request		5	2.3
Minor in Possession			0.9
Promiscuous Shooting		2	1.1
Prowler		2	0.6
Shooting			0.3
Other	24	12	24.0
<b>Total Calls:</b>	<b>755</b>	<b>643</b>	<b>714.3</b>

## Median Response Times to Dispatched Calls

	All Calls	Priority 1 & 2 Calls
<b>Input to Dispatch</b> (Time call was on hold)	1:25 Minutes	1:08 Minutes
<b>Dispatch to Arrival</b> (Time it took the deputy to arrive after being dispatched)	5:58 Minutes	6:53 Minutes

## Other / Self-Initiated Activity

Type of Call	May 2019	May 2018	2018 Monthly Avg.
Traffic Stop	317	391	387.2
Suspicious Veh. Stop	113	59	70.3
Follow-Up Contact	106	70	95.5
Subject Stop	56	22	30.5
Premise Check	44	11	20.7
Detail	19	3	14.8
Traffic Detail**	10		N/A
Warrant Service	13	6	9.3
Suspect Contact	7	1	3.8
Community Contact**	6		N/A
Court			0.9
Foot Patrol			0.5
Meeting			1.2
Training			3.3
<b>Total Calls:</b>	<b>691</b>	<b>563</b>	<b>637.9</b>

\*CCOM switched to a new dispatch CAD system on 03/13/18. The new system does not capture these call types.

\*\* New call type

**Reports Written**

During May, 193 reports were written. 8.8% were written by the graveyard shift, 53.4% by the dayshift units and 37.8% were written by the swing shift units.

Type of Report	May 2019
<b>Theft</b>	28
<b>Traffic Crash</b>	13
<b>Criminal Mischief</b>	11
<b>Burglary</b>	3
<b>Stolen Vehicle</b>	3
<b>Assault</b>	3
<b>Identity Theft</b>	2
<b>Drug Crimes</b>	2
<b>Other Reports</b>	128
<b>Total Calls:</b>	<b>193</b>

May 2018	2018 Monthly Avg.
29	40.8
13	12.6
5	8.1
4	5.6
5	4.2
3	3.0
1	3.3
4	4.3
79	90.6
<b>143</b>	<b>172.5</b>

Shift Totals	May 2019
<b>Graveyard</b>	17
<b>Day Shift</b>	103
<b>Swing Shift</b>	73

May 2018	2018 Monthly Avg.
15	25.1
72	89.5
56	57.9

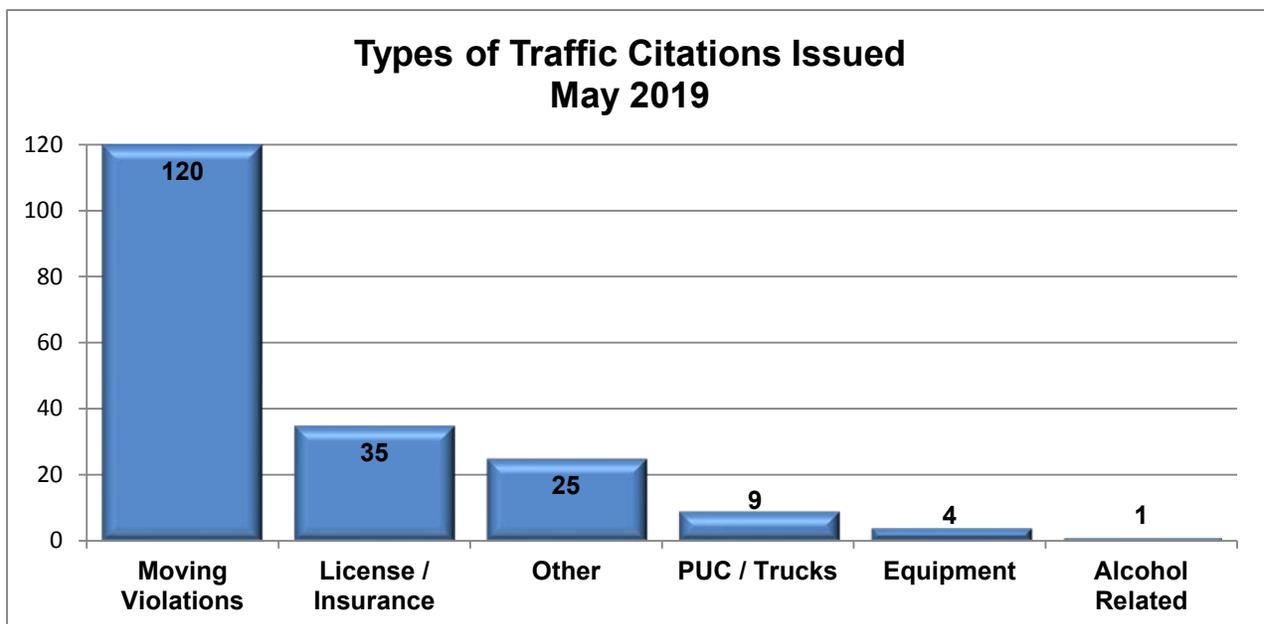
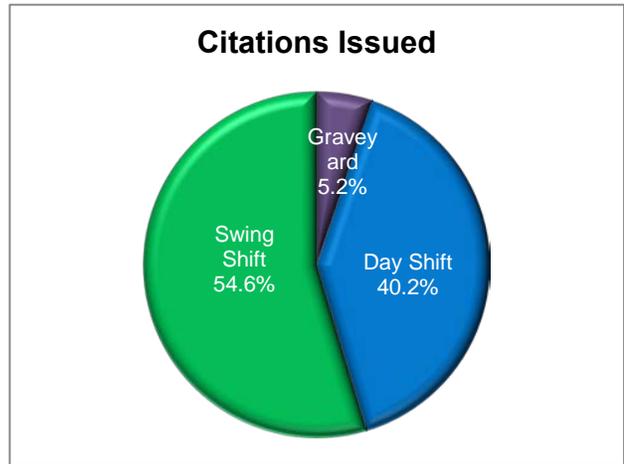


## Traffic

During May 2019, 317 traffic stops were made in the City and 194 traffic citations were issued. Included in these totals are 143 traffic stops (45.1%) and 145 (74.7%) citations issued by the traffic deputies.

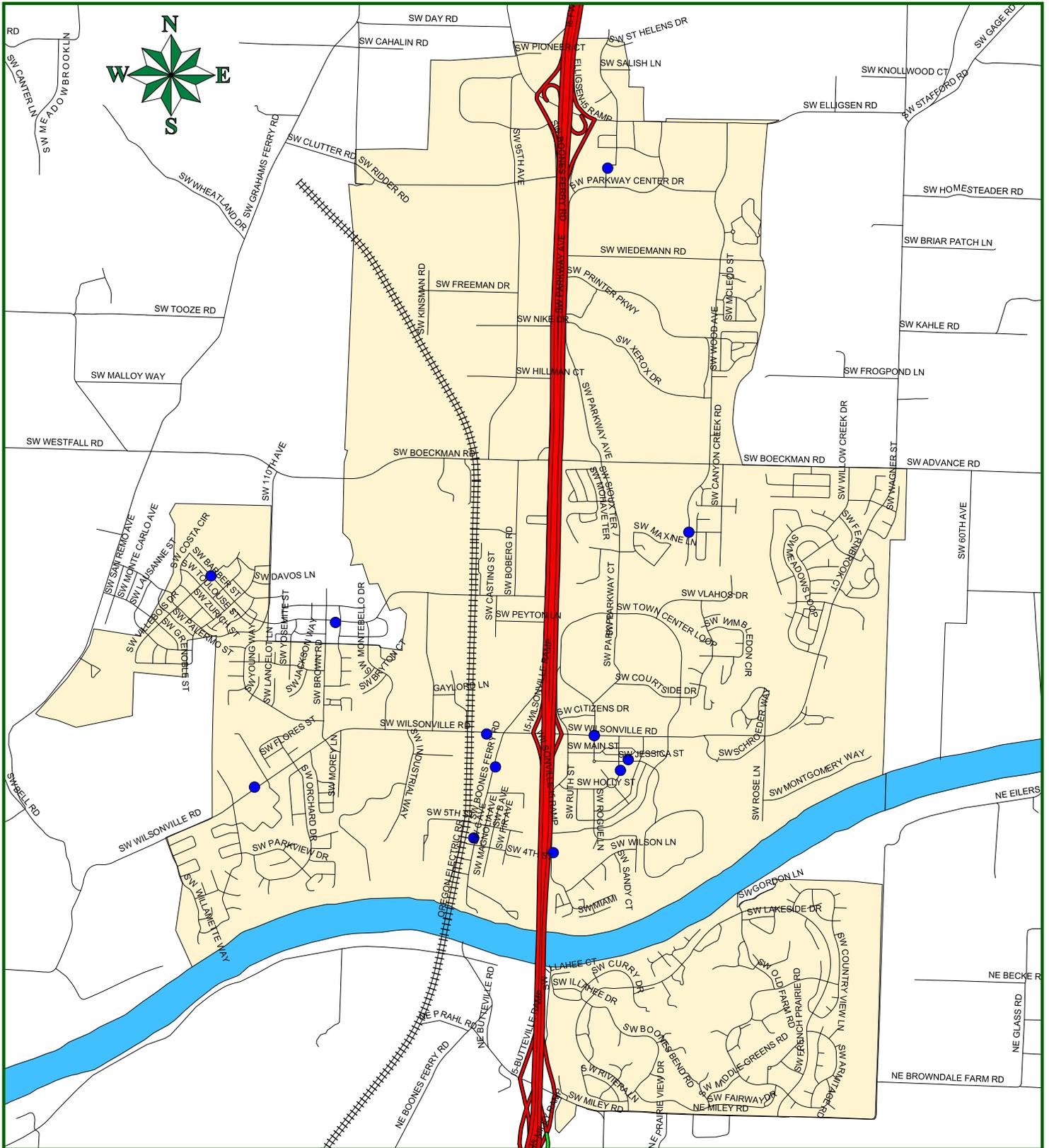
There were 3 arrests for Driving Under the Influence of Intoxicants (DUII).

Shift	Traffic Stops	Citations Issued
<b>Graveyard</b>	91	10
<b>Day Shift</b>	87	78
<b>Swing Shift</b>	139	106
<b>Total:</b>	<b>317</b>	<b>194</b>





# Wilsonville Traffic Crashes May 2019





# JUNE 2019 MONTHLY REPORT

## From The Director's Office:

### Public Works Department Host Regional Cartégraph User's Group Meeting

The old saying of "you don't know, what you don't know" is never more realized than in the various data management tools agencies use to track their work and expenses. The saying refers to the fact that we are all ignorant to the gaps in our knowledge and the best way to resolve this is through either experience or this case is mutual experience.

In order to address this, Wilsonville Public Works, along with Cartégraph Systems and ten other agencies in the state are working to close that knowledge gaps by sharing our experiences with the Cartegraph Asset Management System. On June 7th, 2019, CoW hosted the first Cartegraph regional users group meeting within the state of Oregon with the intent of sharing our experiences and solutions with the software. The User Group meeting was hosted by CoW and attended by staff from: City of Albany, City of Hillsboro, Joint Water Commission, City of Medford, City of Newberg, City of Pendleton, Multnomah County and Willamalane Parks and Recreation District.

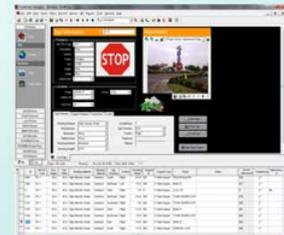
Andy Sheehan, Asset Management Coordinator was the key note presenter and conducted an overview of the successes and points of improvement that the City has identified in its asset management program. This was followed by a presentation from the Multnomah County staff on how they have leveraged the system for conducting bridge inspections and tracking bridge maintenance.

Future meetings will occur on a semi-annual basis and will be hosted by one of the participating users group agencies.



### Where it all Began: Cartegraph Navigator

- ❖ Implemented in 2010
- ❖ Started with Signs
- ❖ Team of 4 Interns
  - ❖ Trimble Juno GPS
  - ❖ Collected sign location, MUTCD codes, and other features & photos



[Intern Sign Video](#)



## Facilities Division

### Leveraging Equipment to Create Efficiency

Since taking janitorial services in-house, the Facilities division has been working diligently to develop a program service level for our internal customers. We've recently created a Customer Service Level Agreement that was shared at the June Managers Meeting and will be finalized early in the new fiscal year. The program analysis has determined current needs to staffing percentage is already at 112% over allocated staff hours. In order to make up the short fall, Facilities staff has been leveraging training and new equipment to assure we meet the service level needs and we are providing a value to our customers. We've recently acquired two new industrial floor scrubbers to replace the work of a traditional mop and bucket. To supplement the spot vacuuming, an industrial floor sweeper has been acquired.. This equipment covers more area in less time as well as clean along edges. The new assets allow us to provide a more in depth and thorough product while saving time.



### WES Facility Striping and Event Support

The Facilities Division was very busy in supporting the recent SMART 30 year Celebration and electric bus unveiling. Prior to the event the Division coordinated with SMART and WES to clean and restripe the existing WES parking lot. This involved closing the parking lot over a weekend for a complete cleaning and sweeping in order to restripe all +500 parking spaces. The staff updated the landscaping in certain areas as well making sure the overall site looked its best for the event. Lastly, staff set up and removed most of the chairs and other materials for the event.



## Roads & Storm Water Division

### Assisting at vehicle crash sites

In January of 2019, Public Works received a dedicated traffic control response truck through Federal Emergency Management Grant Funds. The new asset is outfitted to ODOT traffic incident response truck specifications, with a variable message reader board, a generator and electrical reel, air compressor and pneumatic reel and dedicated tool storage areas.



Since its arrival staff have been putting it to good use. In June alone, Public Works staff have assisted Wilsonville Police Department with several traffic incidents. Public Works typically assist Police and Fire at their request so they can focus on the actual incident and/or to move on to other incidents that may arise. On the morning of June 20, there was a vehicle rollover accident that took place in front of Public Works/Police facility

and staff responded immediately. Manny Ghiselline and Roman Kylo set up traffic control measures to divert and control traffic and Preston Langeliers assisting in extracting the injured driver from the vehicle. Public Works Staff retained control of the site after police and fire left the site, until the vehicle could be removed from the right of way.

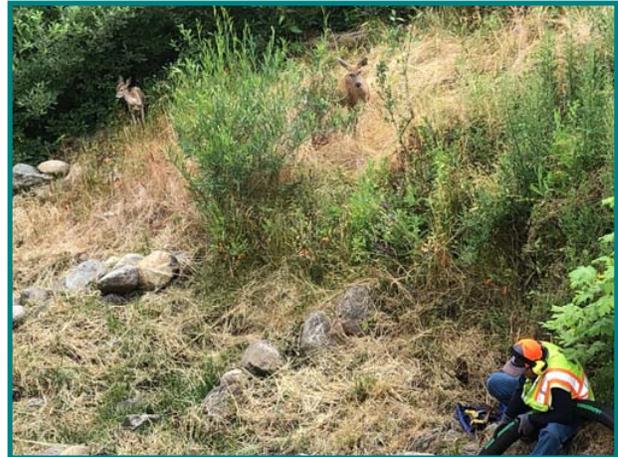
Staff also responded in a similar manner to an incident on Boones Ferry Road adjacent to the I-205 Right of Way. Public Works staff assisted with flagging on Boones Ferry Road so that rescue personnel could focus on the welfare of the injured drivers.



## Roads & Stormwater Division

### Cleaning Water Quality Manholes

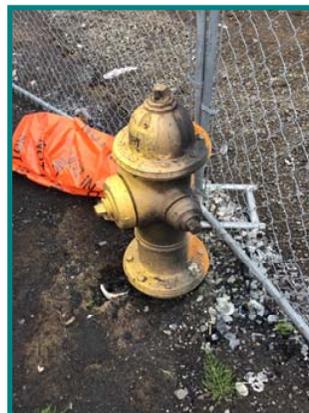
The storm water team has been struggling to effectively and efficiently clean catch basin and water quality manholes that are set off the edge of the road more than 10 feet and have no truck access area. As a team, staff came up with an idea to reduce the Vactor trucks intake hose from eight inches to a four inch hose which will allow it to go about 150 feet from the truck and still be able to effectively clean the City's assets. This also minimizes the effect on the environment during the cleaning process. Additionally, this allows the assets to be cleaned prior to entry into the waterway thereby preventing many pollutants as possible from reaching the waterways.



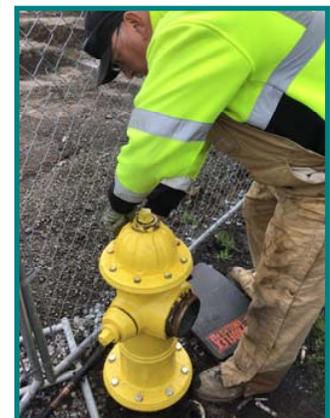
## Utilities Division

### Villebois Fire Hydrant Replacement

The water crew wrapped up the last few repairs to water infrastructure that were affected by the fire in Villebois. A hydrant that was in the fire hot zone had to be replaced due to the internal components being melted by the heat. An air relief valve cover was replaced and all of the meters and meter boxes within the fire zone were inspected and repaired as needed.



Scorched Fire Hydrant



New Fire Hydrant

## Utilities Division

### Spring Ridge Assisted Living Facility Meter Replacement

A project to replace the 30 year old water meter at the Spring Ridge Assisted Living Facility in Charbonneau was completed this month. The meter that feeds the facility is a large six inch meter that had reached the end of its service life because replacement parts for rebuilding the meter are no longer available. A meter of this size requires a bypass line to use during meter replacement and meter calibration. This project upsized the bypass line from a two inch up to a four inch, which can now adequately feed the facility during meter servicing and backflow testing.



Old Meter & Bypass



New Meter & Bypass

The second component of this project was the rehabilitation of the vault in which the meter resides. The original vault was constructed using a telecommunications lid which is essentially a large manhole cover. This lid provided limited topside access and poor ventilation which created a greater risk of hazardous atmospheric conditions within the vault. The new lid is a much larger three-door vault lid that provides above ground access and significantly improved ventilation. The built-in ladder in the vault which was previously useless due to its location has also been adjusted to be fully functional.



Old Meter Vault Lid



New Meter Vault Lid

## Emergency Management

### National Incident Management System (NIMS) Audit

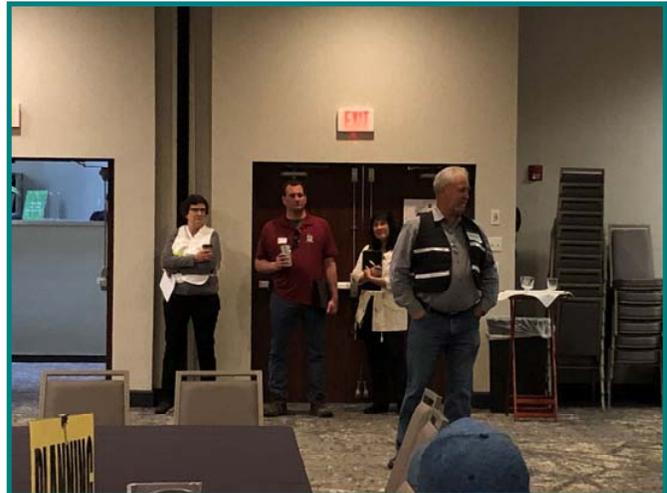
In March, the Public Works Department conducted an audit of the City’s compliance with federal requirements for emergency management training. Since 2004, municipal and state agencies have been required to have minimal emergency management training for staff members. NIMS provides a consistent and comprehensive training framework for all government agencies as well as private sector partners. The March audit determined that we only had training records for 31% of the overall staff. PW issued a instructions to all staff on the required minimum training levels for staff with a June deadline for completing the training. The current training audit indicates that we are at 81.7% for all staff, which is a large gain. In the near future PW will be identifying additional training for key staff to attend based on their pre-identified emergency management roles.



# FEMA

### Kinder Morgan Emergency Management Exercise

City staff were invited to participate in a regional emergency management exercise with Kinder Morgan (KM), which operates a major fuel transportation pipeline within the City’s incorporated boundaries. The exercise is an annual function for KM but this was the first year in which the exercise scenario involved an incident in Wilsonville. The exercise involved the City, KM, Oregon DEQ, Oregon Health Authority, Federal EPA, USCG as well as other key stakeholders.



City staff assumed key Incident Command System roles with Delora Kerber serving as an Incident Commander in the unified command. Other staff participants include Bill Evans (PIO), Martin Montalvo (Planning Section), Andy Sheehan (Situation Unit). Willamette River Water Treatment staff members Howard Hamilton and Kim Reid also participated as subject matter experts on the plant operations.

# SMART

SOUTH METRO AREA REGIONAL TRANSIT

June 2019 Report

## SMART Can

I have vivid recollections of my kindergarten teacher reading certain books to us during story time, one of my favorite learning experiences. I can remember titles such as *One Fish, Two Fish, Red Fish, Blue Fish, Go Dog Go!*, and my personal favorite, *The Little Engine that Could*. An anthropomorphic story of a little train locomotive that takes on the responsibility of pulling a significant number of train cars up and over a steep grade, all while chanting its motto "I-think-I-can." These words have inspired generations of young people for more than a century. The moral of the story is simple but powerful: believe in yourself and you can accomplish great things.

In September of 2017, SMART/Fleet took on the monumental task of implementing a battery-electric bus program. Although our agency would not be the first to rollout such an initiative, SMART/Fleet found itself, as a small public transit provider, in uncharted waters. Much like the little train, we knew our success with implementation would need to be inextricably bound to a belief that we could actually pull it off. The Federal Transit Administration (FTA) is leery of placing its trust in small agencies when awarding high-profile projects. The FTA tends to be risk adverse - if a larger more sophisticated agency struggles with delivering such a project, what chance for success would a small agency like SMART have?

Well, much like the little train, we believed in ourselves, but more importantly, we believed in each other. We had an unwavering belief that if any agency could do it...SMART can. I am confident that history will record that SMART/Fleet accepted the challenge, completed the task, and did it well.

Dwight Brashear  
Transit Director



## Events and Marketing - Michelle Marston Program Coordinator

June was spent prepping for our 30 Years of Service and Electric Bus Party! Over 200 people attended the event which highlighted our last 30 years and unveiled our new electric buses. The event was deemed a success from all those who attended and enjoyed ice cream & first rides.

SMART is continuing work on a marketing plan to roll out information about service enhancements to be added in mid-September.



*SMART staff just prior to Celebration*

Walk Wednesday was in full swing during June, with an average of 25 walkers each week in addition to SMART staff. Partners this month included Next Level Chiropractic, Al's Garden & Home, American Family– Kyle Bunch, and Oregon Community Credit Union.

SMART hosted a “hole” at the Wilsonville Chamber Golf Tournament to reach out to Wilsonville Businesses to let them know about transportation options they could provide to their workforce.

## SRTS Update - Sheilagh Griffin TDM Technician

Sheilagh represented SMART in helping Wood Middle School with their bike program for eighth graders. This program is run through the PE classes. Once students have mastered basic bike safety skills they go out on daily rides in the community. The class teaches students how to ride safely in a group and consider all aspects of road safety.

Developing Safe Routes to School programs (SRTS) is about networking with schools to best determine their needs and how to best support their students walking, biking and rolling to school. In June, Sheilagh met with a Lowrie Primary PTA representative to plan activities for next fall. Planning a month of “Walking and Rolling” to school encouragement activities are in the works, culminating with the Wheel-A-Thon, a bike riding fundraiser for the school.

We are busy planning the activities for the first annual Saddle Up Adventure Bike Camp that SMART is conducting in collaboration with WashCo Bikes. Campers will meet each morning and saddle up for riding to parks in Wilsonville and experience camp activities at city parks. SMART is still accepting registrations and has scholarships for families that cannot afford the camp fee.

## Grants - Elli Work Grants and Programs Manager

Grant writing is a team sport and by its very nature, a collaborative endeavor. Grant writers cannot accomplish anything on their own. Like a conductor guiding the symphony, she can only make the opus shine with the time and talent of others. Similarly, SMART calls on different city departments to lend their expertise toward the final grant application.

For example, a construction project needs Engineering for a cost estimate; a digital eReader needs guidance from IS; and a new bus shelter needs Legal to acquire the right-of-way. These details may need to be in the application and the grant process can truly illustrate how the City works together as a team.

When a competitive federal grant is publicly announced, it comes with an unmovable deadline, usually eight weeks out. That is an incredibly short time-frame to make a plan, coordinate with city departments, collect letters of support, and produce a budget.

People often ask me, “What’s the trick to getting a grant?” I usually say, “Follow the directions.” But seriously, it is a lot more than that. We must tell a compelling story and address a critical need; we must involve and invest numerous stakeholders; and we need to consistently prove that we are exceptional stewards of public funds.

No matter the outcome, the effort continues. And when our proposals for funding are submitted, everyone is invited to stand and take a bow.

# 30 Years of Service and Electric Bus Celebration

Wednesday, June 26    Wilsonville Transit Center



### Operations - Eric Loomis Operations Manager

Overall ridership is **up 0.86%** compared to May 2018. Compared to last month (April 2019) ridership is **down 1.25%**. Route 5 continues to see lower ridership numbers than last year. The 3X (thanks to the mid-day service) has seen a large increase from last year.

	1X Salem	2X Barbur	2X Sat Barbur	3X Canby	4 Wilsonville Rd	4 Sat Wilsonville Rd	5 95th Commerce	6 Arglye Square	C Charb Shuttle	7 Villebois	Villebois Shuttle	Total
May 2019	3,525	6,250	199	1,127	9,476	408	1,032	1,687	196	178	1,828	25,906
May 2018	3,402	6,722	166	755	9,397	401	1,370	1,817	N/A	126	1,528	25,684
% Change	+3.62%	-7.02%	+19.88%	+49.27%	+0.84%	+1.75%	-24.67%	-7.15%	N/A	+41.27%	+19.63%	+0.86%

### Fleet Services - Scott Simonton Fleet Services Manager



SMART's 35' battery electric buses were placed in service June 27, with little to no difficulty. The vehicles are performing as advertised, and the charging system is working as it should.

*Left, Proterra bus being wrapped with vinyl 6-20-19*

SMART has taken delivery of three new CNG buses. These are 21 passenger vehicles, which can be used on a variety of in town routes. The arrival of these three buses, combined with the two battery-electric buses, brings SMART's fleet to 40% alternative fuel.



*Right, One of three new CNG arrivals 6-27-19*