

City of Wilsonville

City Council Meeting

March 19, 2018



AGENDA

**WILSONVILLE CITY COUNCIL MEETING
MARCH 19, 2018
7:00 P.M.**

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

Mayor Tim Knapp

Council President Scott Starr
Councilor Susie Stevens

Councilor Kristin Akervall
Councilor Charlotte Lehan

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.

Executive Session is held in the Willamette River Room, City Hall, 2nd Floor

- 5:00 P.M. EXECUTIVE SESSION** [30 min.]
- A. Pursuant to: ORS 192.660 (2)(e) Real Property Transactions
ORS 192.660(2)(h) Litigation
- 5:35 P.M. REVIEW OF AGENDA** [5 min.]
- 5:40 P.M. COUNCILORS' CONCERNS** [5 min.]
- 5:45 P.M. PRE-COUNCIL WORK SESSION**
- A. House Bill 2017/STIF Plan (Brashear/Loomis) [10 min.] Page 1
 - B. Canby Area Transit IGA (Brashear/Loomis) [10 min.] Page 5
 - C. Charbonneau Shuttle Pilot Program (Brashear/Loomis) [10 min.] Page 8
 - D. Janitorial Services Contract Award Kerber [10 min.]
 - E. Boat Dock Regulation Resolution (McCarty) [10 min.] Page 9
 - F. City-wide Signage and Wayfinding Plan (Neamtzu) [5 min.]
- 6:40 P.M. ADJOURN**
-

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, March 19, 2018 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10 a.m. on March 12, 2018. 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 therewith 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.

7:05 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.

7:10 P.M. MAYOR'S BUSINESS

- A. Proclamation - Supporting the Designation of April as Parkinson's Awareness Month. Page 11
- B. Upcoming Meetings. Page 12

7:15 P.M. COUNCILOR COMMENTS

- A. Council President Starr
- B. Councilor Stevens
- C. Councilor Lehan
- D. Councilor Akervall

7:25 P.M. CONSENT AGENDA

- A. **Resolution No. 2670** Page 13
Page 16
A Resolution Granting An Exemption From Property Taxes Under ORS 307.540 To ORS 307.548 For Autumn Park Apartments, A Low-Income Apartment Development Owned And Operated By Northwest Housing Alternatives, Inc. (Rodocker)
- B. **Resolution No. 2671** Page 21
A Resolution Granting An Exemption From Property Taxes Under ORS 307.540 To ORS 307.548 For Charleston Apartments, A Low-Income Apartment Development Owned And Operated By Northwest Housing Alternatives, Inc. (Rodocker)
- C. **Resolution No. 2672** Page 26
A Resolution Granting An Exemption From Property Taxes Under ORS 307.540 To ORS 307.548 For Creekside Woods LP, A Low-Income Apartment Development Owned And Operated By Northwest Housing Alternatives, Inc. (Rodocker)
- D. **Resolution No. 2673** Page 31
A Resolution Granting An Exemption From Property Taxes Under ORS 307.540 To ORS 307.548 For Rain Garden Limited Partnership, A Low-Income Apartment Development Owned And Operated By Caritas Community Housing Corporation. (Rodocker)
- E. **Resolution No. 2674** Page 37
A Resolution Granting An Exemption From Property Taxes Under ORS 307.540 To ORS 307.548 For Wiedemann Park, A Low-Income Apartment Development Owned And Operated By Accessible Living, Inc. (Rodocker)

- F. **Resolution No. 2677** Page 42
A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Professional Services Agreement With Alta Planning And Design To Create A Citywide Sign Design And Wayfinding Signage Plan Including Implementation (CIP #3003 And #8118). (Neamtzu)
- G. **Resolution No. 2678** Page 70
A Resolution Of The City Of Wilsonville Approving An Agreement With TWV, Inc. (D/B/A Sustainable Cleaning Systems) For The Project Known As Janitorial Services. (Kerber)
- H. **Resolution No. 2681** Page 96
A Resolution Of The City Of Wilsonville Approving The Professional Services Agreement With Vertigo Marketing, LLC To Implement The Fy17/18 & 18/19 Tourism Promotion Marketing Plan. (Ottenad)
- I. Minutes of the February 5, 2018; February 22, 2018; and March 5, 2018 Council Meetings. Page 120

7:30 P.M. PUBLIC HEARING

- A. **Resolution No. 2675** (*Legislative Hearing*) Page 148
A Resolution Authorizing A Supplemental Budget Adjustment For Fiscal Year 2017-18.

7:40 P.M. CITY MANAGER'S BUSINESS

7:45 P.M. LEGAL BUSINESS

7:50 P.M. ADJOURN

INFORMATION ITEMS – No Council Action Necessary. Page 159

AN URBAN RENEWAL AGENCY MEETING WILL IMMEDIATELY FOLLOW

Page 188

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 veliz@ci.wilsonville.or.us.



DRAFT Programs Enhancement Strategy Project List For Public Comment

Please review and prioritize the list of projects shown below. 1 being highest priority.
For more information regarding the Programs Enhancement Strategy, visit
www.ridesmart.com/hb2017

Priority Level	Project Name	Project Description	Alignment	Annual Cost	Est. Completion
	Fare Free System	Expand current in-town fareless system to include inter-city services.	HB 2017 - Low income population	\$250,000	Pilot
	Weekend Service	Extend weekend service hours for Route 4 and 2X including Sunday service.	Climate Smart Strategy #2	\$382,000	2021
	Mid-day service Canby	Run service from SMART Central to Canby. Dependent upon success of Canby IGA, keep the pilot service	TMP	\$89,148	Pilot/ Ongoing
	Intelligent Transportation System	WiFi on buses, automatic passenger counters, enhanced transit user phone application	NTD – full reporter	\$50,000	Ongoing
	Expand 1X service hours	Add mid-day hourly 9AM-3PM service on 1X	TMP	\$379,700	Start 2020
	Service to Woodburn Transit Center	A service separate from our 1X route that would run from Woodburn Transit Center to SMART Central on weekdays every hour (commute)	TMP	\$470,000	Start 2020
	Mixed-Use Facility at SMART Central	A capital project that will include a multi-story building at the transit center for transit information, retail space, and affordable housing.	Low income housing	\$6,000,000	2023

	Service to Oregon City	Improve connections to Oregon City through transit provider coordination.	TMP/HB 2017	TBD	2020
	Convert fleet to alternative fuels	Acquire non-diesel vehicles until entire fleet has been converted to alternative fuels.	Climate smart strategy #8 HB 2017	Ongoing	2025
	Coordinated Medical Shuttles	Improve current Dial-A-Ride services to run on a coordinated schedule based on trip type. This will be the final phase of updates to SMART DAR efficiency.	TIP 2014	TBD	2020
	Bike Share System	Once the I-5 pedestrian bridge is completed, SMART would like to set up to bike sharing stations; one at Town Center and the other at the SMART Central.	State Transportation Options Plan Climate Smart Strategy #3	\$50,000	2022

DRAFT

Highlights of HB 2017

Transportation Investments

Roads & Bridges



Most of ODOT's funding will go to road maintenance and preservation for lasting fixes that keep Oregon's roads and bridges in good condition today and for future generations.

Local Control



Half of road funding will go to cities and counties to complete local communities' top priority road maintenance and improvements.

Reducing Congestion



Relieving congestion bottlenecks will help people get where they want to go

quickly and reliably. New lanes on I-5 at the Rose Quarter will save motorists 2.5 million hours wasted in gridlock each year, and widening sections of OR 217 and I-205 in Portland will improve reliability.

Better Public Transportation



Rural and urban bus service will provide choices to help people get around, while reducing air pollution and greenhouse gas emissions.

Safe Biking & Walking Options



Sidewalks, bike lanes, and crossings near schools will help kids get to school safely. Funding from a new bike tax will build

off-road paths that separate bikes and walkers from auto traffic.

Moving Freight



Improvements to rail and ports will get products from Oregon's farms, forests, and factories to markets across the world. New intermodal rail facilities will shift freight from truck to train, freeing up space on crowded freeways.

Electric Vehicle Incentives



Rebates for zero emission vehicle purchases will help Oregon transition to a sustainable transportation system.



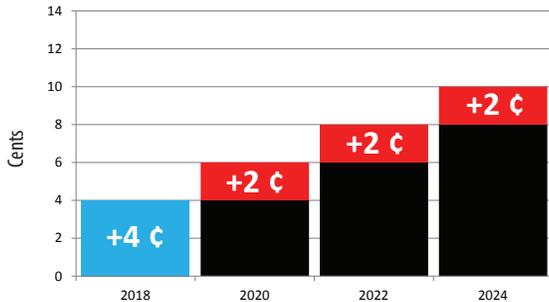
Accountability & Transparency

- Gas tax increases are tied to ODOT meeting accountability requirements.
- A website will show the status, cost, and whether ODOT completes a project on time and on budget.
- ODOT and local governments will report on the condition of roads and bridges.
- All gas tax funds must be spent on roads, so they can't be diverted to other purposes.
- Guarantees certainty under the Clean Fuels program with cost containment measures for consumer protection.

How Oregonians will Pay for Investments

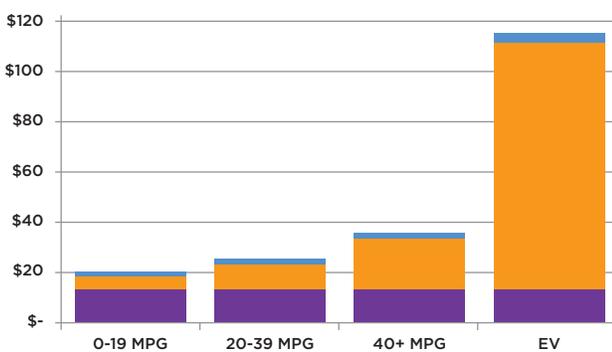
Gas tax, vehicle registration & title fees

Gas tax will increase 10 cents in four steps—with the last three increases conditioned on meeting accountability requirements.



Registration and title fees increase in three steps. Surcharges for electric vehicles and hybrids that pay little in gas tax ensure they pay their fair share for roads.

Light registration and title fees stepped and tiered
 Passenger registration annual increase (current rate \$43)



The average driver will pay about .8 cents per mile to get better roads that provide more reliable trips—less than people would pay to repair damaged vehicles if roads deteriorate.



Bicycle Tax

\$15 fee on new adult bicycles that cost \$200 or more will generate \$1.2 million a year for separated biking and walking paths.



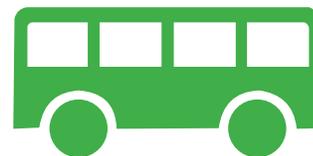
New Light Vehicle Dealer Privilege Tax

0.5% dealer privilege tax on new light vehicles dedicated to electric vehicle rebates and multimodal transportation projects.



Public Transportation Payroll Tax

Less than \$1 a week for the average worker from a 1/10 of 1% tax on wages will generate \$115 million a year for better public transportation.





Canby Area Transit Intergovernmental Agreement

Background

Canby Area Transit (CAT) has a one-time grant for Federal Transit Administration Section 5310 funds with a total project amount of \$89,148.00 from the Oregon Department of Transportation’s Rail and Public Transit Division to provide one year of midday service on weekdays between Wilsonville and Canby. The grant is effective until June 30, 2019.

Both Canby and Wilsonville recently completed transit planning efforts that identify improved regional transit connections as a priority for residents and users of the two services. On April 2, 2018, Canby intends to implement an increase in frequency on its Route 99 and improve its connection with the SMART Route 3. At this time, Canby does not have the resources to make the improvements to its Route 99 and implement midday service to Wilsonville.

The Wilsonville planning process identified improved transit connections to Oregon City as a need. The CAT Route 99 service changes will improve the connection between the SMART Route 3 and CAT Route 99. With the CAT Route 99 changes and midday service between Wilsonville and Canby in place, riders will have shorter wait times between the two systems and increased opportunity for transit connections between Wilsonville, Canby, Oregon City, Woodburn and Molalla.

Scope of Service and Cooperation

SMART will provide midday transit service (four round trips) between SMART Central and the Canby Transit Center as identified in Exhibit 1 beginning July 2, 2018 through and including June 28, 2019.

EXHIBIT 1

City of Wilsonville – South Metro Area Regional Transit (SMART) Proposed Schedule for Midday Service between Canby and Wilsonville

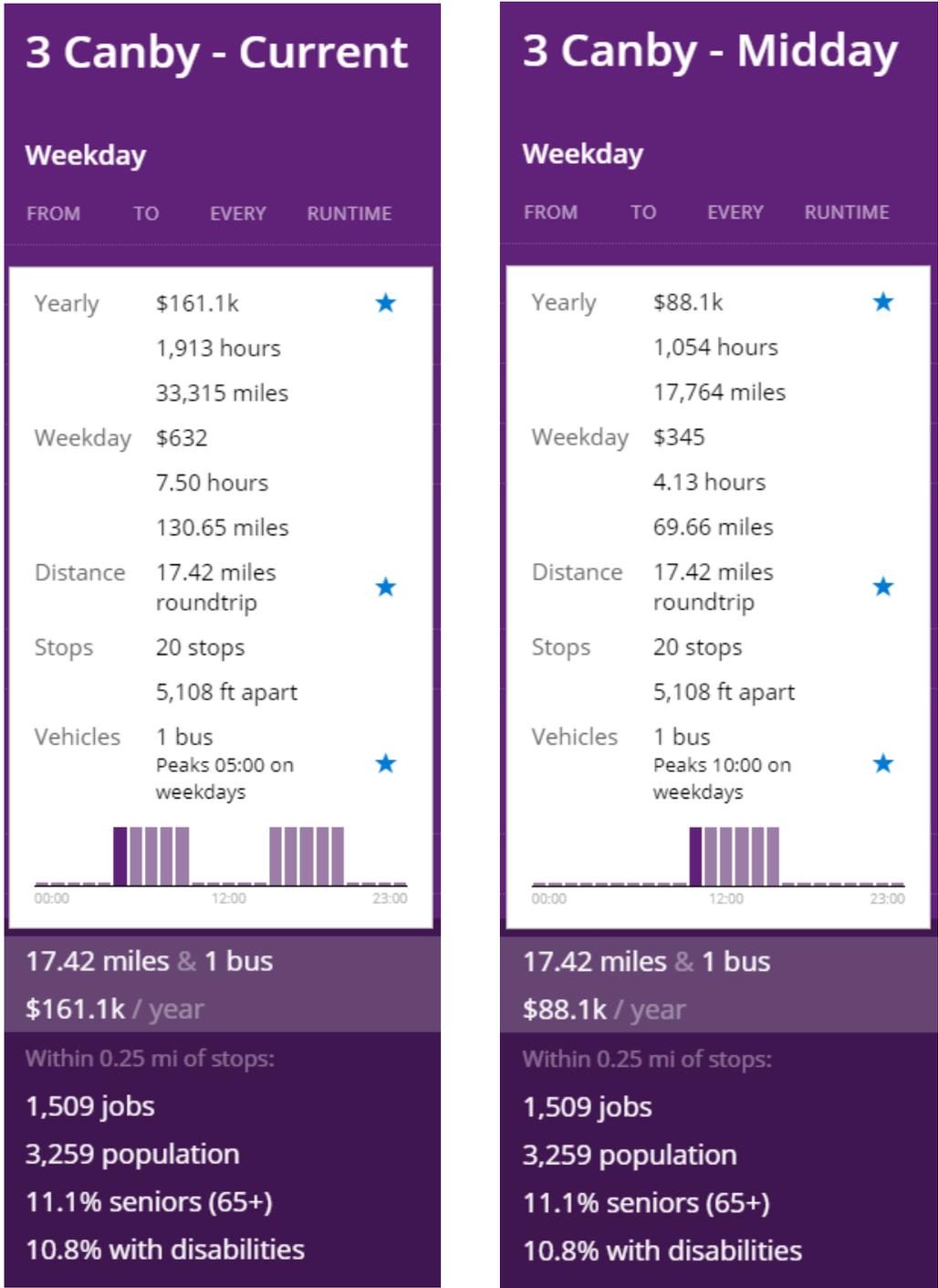
PROPOSED ROUTE 3 TO CANBY - MIDDAY SERVICE

3 NORTHBOUND - to SMART Central at Wilsonville Station MONDAY - FRIDAY (Except holidays)						
Canby Transit Center	Cedar/2nd	Arndt/Airport Rd	Springridge at Charbonneau	SMART Central	WES Train Departure	
10:30 AM	10:33 AM	10:39 AM	10:43 AM	10:51 AM	-	
12:00 PM	12:03 PM	12:09 PM	12:13 PM	12:21 PM	-	
1:30 PM	1:33 PM	1:39 PM	1:43 PM	1:51 PM	-	
3:02 PM	3:05 PM	3:11 PM	3:15 PM	3:23 PM	3:28 PM	

3 SOUTHBOUND - to Canby Transit Center MONDAY - FRIDAY (Except holidays)				
WES Train Arrival	SMART Central	Arndt/Airport Rd	Cedar/2nd	Canby Transit Center
9:55 AM	10:00 AM	10:10 AM	10:16 AM	10:19 AM
-	11:30 AM	11:40 AM	11:46 AM	11:49 AM
-	1:00 PM	1:10 PM	1:16 PM	1:19 PM
-	2:37 PM	2:47 PM	2:53 PM	2:56 PM

SMART currently operates commuter service to Canby from approximately 5:30am to 9:15am and 3:30pm to 7:30pm. In Fiscal Year 2016, SMART provided nearly 4,160 hours of service and carried 10,679 passengers. SMART anticipates providing 1,040 hours for midday service to Canby during the dates agreed upon, with an estimated 5,000-6,000 passenger trips to be provided.

EXHIBIT 2



Compensation

Canby will compensate Wilsonville for satisfactorily performing the services identified in the Scope of Service and Cooperation pursuant to the attached *Exhibit 3: Budget*. Total maximum compensation under this contract will not exceed **\$89,148**.

Reporting

Wilsonville will submit quarterly reports that include the number of rides, revenue hours, revenue miles and the number of seniors and people with disabilities served during each quarter (July – September 2018), (October – December 2018), (January – March 2019) and (April – June 2019) . Canby will submit the report data to ODOT’s Rail and Public Transit Division each quarter.

**EXHIBIT 3
BUDGET**

MIDDAY SERVICE TO CANBY						
	Round Trips	Revenue Hours*	Revenue Miles*	Service Cost*	Service Rate	
Daily	8	4	72	\$339	Cost/Hour	Cost/Mile
Annual	2,080	1,040	18,720	\$88,192	\$63.20	\$1.20

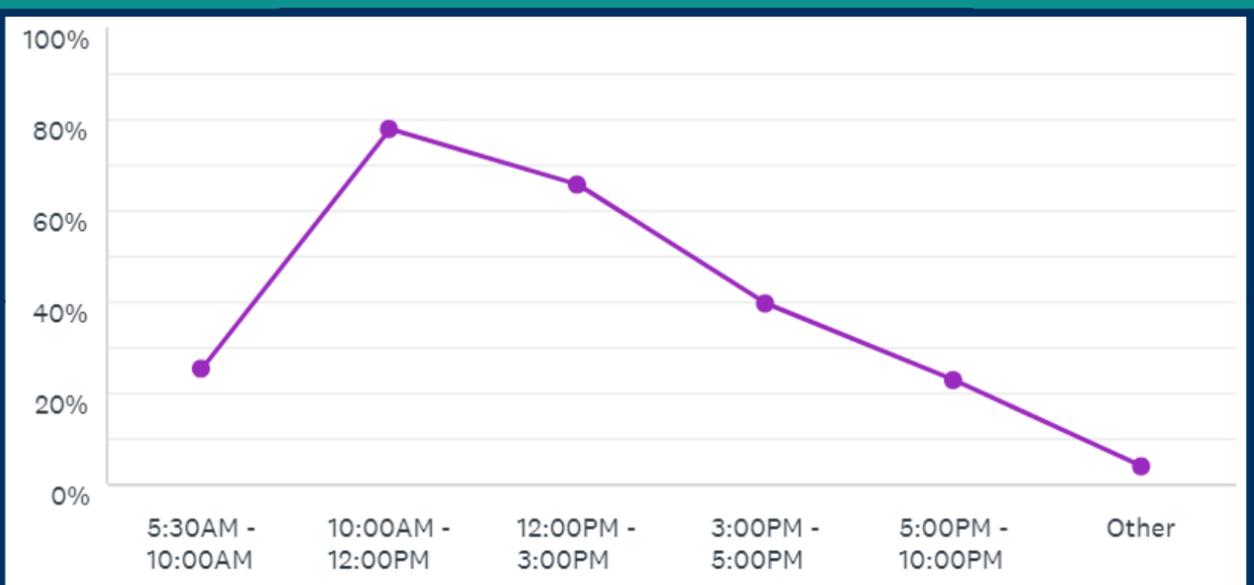
*Estimated number of revenue hours, miles, and rate based on FY 2016 data

CHARBONNEAU SHUTTLE SURVEY FEBRUARY 2018



Beginning June 2018, SMART will pilot a new shuttle service to improve access from Charbonneau to other desired Wilsonville locations. SMART collected 263 surveys, 96% of which were completed by Charbonneau residents, to determine when and where the shuttle should run.

PREFER TO TRAVEL AT



**10:00 AM - 6:00 PM Weekdays
Every 30 Minutes**

DESIRED ACTIVITY

Shopping

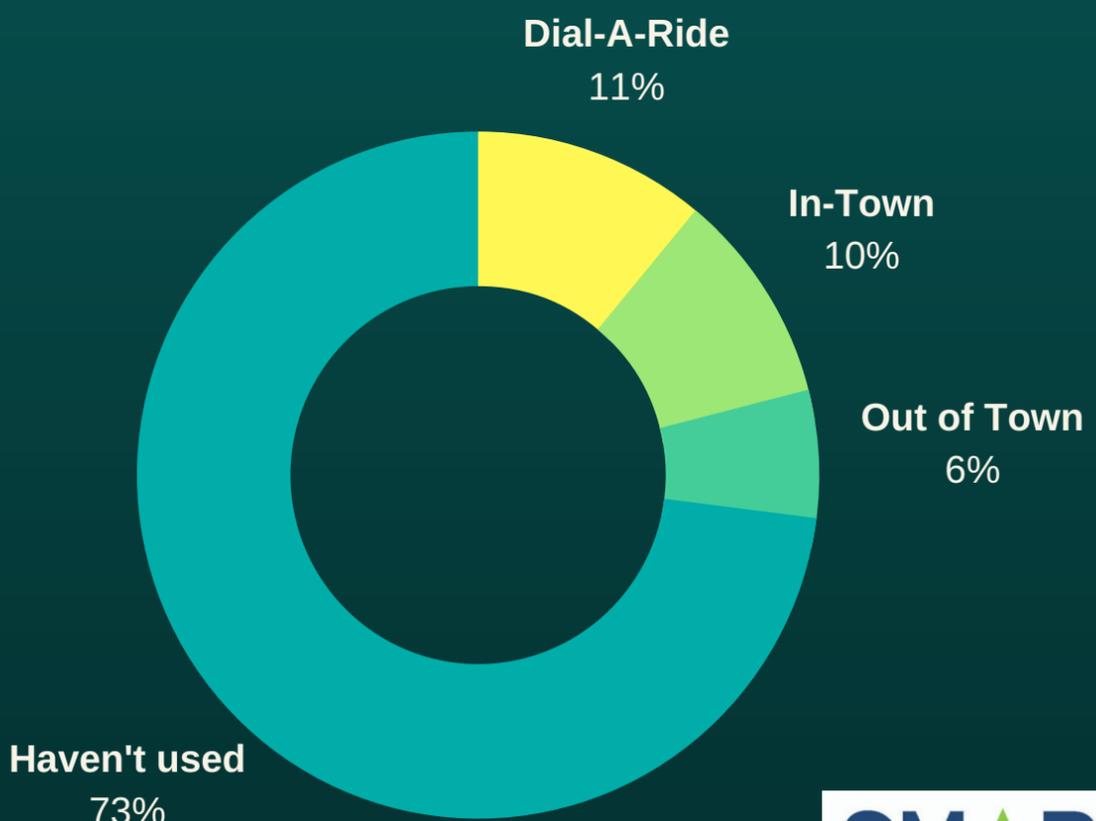
Medical Trips

Recreation

DESIRED DESTINATION

1. Old Town
2. Town Center
3. Argyle Square
4. Library
5. Post Office
6. SMART Central

CURRENT SMART SYSTEM USE





**CITY COUNCIL MEETING
STAFF REPORT**

<p>Meeting Date: March 19, 2018</p>	<p>Subject: Memorial Park Boat Dock Amending Ordinance No. 752.</p> <p>Staff Member: Mike McCarty, Parks and Recreation Director</p> <p>Department: Parks and Recreation</p>
<p>Action Required</p>	<p>Advisory Board/Commission Recommendation</p>
<p><input type="checkbox"/> Motion</p> <p><input type="checkbox"/> Public Hearing Date:</p> <p><input type="checkbox"/> Ordinance 1st Reading Date:</p> <p><input type="checkbox"/> Ordinance 2nd Reading Date:</p> <p><input type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Information or Direction</p> <p><input checked="" type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Council Direction</p> <p><input 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 checked="" type="checkbox"/> Not Applicable</p> <p>Comments:</p>
<p>Staff Recommendation: No recommendation – information only.</p>	
<p>Recommended Language for Motion: N/A</p>	
<p>Project / Issue Relates To: <i>[Identify which goal(s), master plans(s) your issue relates to.]</i></p>	
<p><input checked="" type="checkbox"/> Council Goals/Priorities</p>	<p><input checked="" type="checkbox"/> Adopted Master Plan(s) <input type="checkbox"/> Not Applicable</p>

ISSUE BEFORE COUNCIL:

Whether to amend Ordinance No.752 to allow fishing from the Memorial Park Boat Dock between October 1 through April 30 of each year.

EXECUTIVE SUMMARY:

Ordinance No. 752 of the Wilsonville City Code, Section 3.022 Water Safety Regulations states, “No person shall swim, dive, or fish, on or from the Memorial Park dock”. The City received funding from the State of Oregon Marine Board and Oregon Department of Fish and Wildlife to

rebuild the dock in 1996. The grant(s) included an agreement between the City and the State of Oregon Marine Board to prohibit activities that interfere with usage of the boat dock for its intended purpose, which was the short-term tie up of motorized boats. The agreement expired on June 30, 2017, thus allowing the City to decide which activities can take place on the Memorial Park dock. The Parks and Recreation Department has received a variety of inquires over the past few years requesting permission to fish from this dock. Realizing the main reason prohibiting this activity was due to boats and fishing equipment interfering with each other, staff recommends that the City allow fishing only (no swimming or diving) from October 1 through April 30, annually. Staff believes that, in the interest of the general health and welfare of the citizens of Wilsonville, the ordinance should continue to prohibit swimming, jumping or diving from the dock.

EXPECTED RESULTS:

Would remove the ban on fishing for a portion of the year and thereby promote additional fishing activity in Memorial Park.

TIMELINE:

Beginning October 1, 2018.

CURRENT YEAR BUDGET IMPACTS:

N/A

FINANCIAL REVIEW / COMMENTS:

Reviewed by: SCole Date: 3/5/2018

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 3/5/2018

Although the City does have recreational immunity, the City should post clear signage warning of water hazards and also clearly outlining the dates when fishing is allowed and also list prohibited activities of swimming, jumping or diving at or from the dock for safety reasons.

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Benefits the Community with an additional recreational activity location.

ALTERNATIVES:

Stay with current restrictions at Memorial Park dock, prohibiting fishing, swimming, diving.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

None.

**PROCLAMATION DECLARING APRIL
PARKINSON'S AWARENESS MONTH**

WHEREAS, Parkinson's disease is a chronic, progressive neurological disease and is the second most common neurodegenerative disease in the United States;

WHEREAS, there is inadequate data on the incidence and prevalence of Parkinson's disease, but it is estimated to affect nearly 1 million people in the United States, and that number is expected to more than double by 2040;

WHEREAS, Parkinson's disease is the 14th leading cause of death in the United States according to the Centers for Disease Control and Prevention;

WHEREAS, there are millions of Americans who are caregivers, family members and friends who are greatly impacted by Parkinson's disease;

WHEREAS, it is estimated that the annual economic burden of Parkinson's disease is over \$26.4 billion per year, and the indirect costs to patients and family members total \$6.3 billion;

WHEREAS, research suggests the cause of Parkinson's disease is a combination of genetic and environmental factors, but the exact cause in most individuals is still unknown;

WHEREAS, there currently is no objective test, or biomarker, to diagnose Parkinson's disease;

WHEREAS, there is no known cure or drug to slow or halt the progression of the disease, and available treatments are limited in their ability to address patients' medical needs and remain effective over time;

WHEREAS, the symptoms of Parkinson's disease vary from person to person and can include tremors; slowness of movement and rigidity; gait and balance difficulty; speech and swallowing disturbances; cognitive impairment and dementia; mood disorders; and a variety of other non-motor symptoms;

WHEREAS, volunteers, researchers, caregivers and medical professionals are working to improve the quality of life of persons living with Parkinson's disease and their families;

WHEREAS, increased research, education and community support services are needed to find more effective treatments and to provide access to quality care to those living with the disease today;

NOW, THEREFORE I, Tim Knapp, Mayor of the City of Wilsonville do hereby proclaim April 2018, as **PARKINSON'S AWARENESS MONTH**.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the seal of the City of Wilsonville to be affixed this 19th day of March, 2018.

Tim Knapp, Mayor



CITY COUNCIL ROLLING SCHEDULE

Board and Commission Meetings 2018

Items known as of 03/14/18

March

DATE	DAY	TIME	EVENT	LOCATION
3/26	Monday	6:30 p.m.	DRB Panel B - CANCELLED	Council Chambers
3/28	Wednesday	6:30 p.m.	Library Board Meeting	Library

April

DATE	DAY	TIME	EVENT	LOCATION
4/2	Monday	7:00 p.m.	City Council Meeting	Council Chambers
4/9	Monday	6:30 p.m.	DRB Panel A	Council Chambers
4/11	Wednesday	3:00 p.m.	Wilsonville Community Seniors, Inc. Advisory Board	Wilsonville Community Center
4/11	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
4/12	Thursday	6:00 p.m.	Parks and Recreation Advisory Board Meeting	Parks and Recreation Administration Building
4/19	Thursday	5:30 p.m.	Wilsonville Citizens Academy	Water Treatment Plant
4/16	Monday	7:00 p.m.	City Council Meeting	Council Chambers
4/23	Monday	6:30 p.m.	DRB Panel B	Council Chambers
4/25	Wednesday	6:30 p.m.	Library Board Meeting	Library

Community Events:

- 3/31** Egg Hunt, 10:00 a.m., at Memorial Park
- 4/5** Community Garden Registration Opens, 8:00 a.m. at Parks and Recreation Admin. Building
- 4/25** Spring Walk at Lunch - Visit Ridesmart.com/walksmart for times and locations
- 5/9** Spring Walk at Lunch - Visit Ridesmart.com/walksmart for times and locations
- 5/12** W.E.R.K Day, 9-11:30 a.m., meet at the Community Center
- 5/23** Spring Walk at Lunch - Visit Ridesmart.com/walksmart for times and locations

All dates and times are tentative; check the City's online calendar for schedule changes at www.ci.wilsonville.or.us.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: March 19, 2018	Subject: Resolution No. 2670, Resolution No. 2671, Resolution No. 2672, Resolution No. 2673, Resolution No. 2674 Property Tax Exemptions Requests for Autumn Park Apartments, Charleston Apartments, Creekside Woods, Rain Garden Apartments and Wiedemann Apartments. Staff Member: Cathy Rodocker, Assistant Finance Director Department: Finance	
Action Required	Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd 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 Comments:	
Staff Recommendation: Staff recommends that Council adopt the Consent Agenda.		
Recommended Language for Motion: I move to approve the Consent Agenda.		
Project / Issue Relates To: <i>[Identify which goal(s), master plans(s) your issue relates to.]</i>		
<input checked="" type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

Whether to approve property tax exemptions for various properties in the City. Each year property tax exemptions are requested for the properties located within the city limits that offer lower rent to families, seniors and individuals meeting the low income requirement. This requirement, set by

the Federal Government, is 60% of the estimated state median income. The five complexes noted above have received property tax exemption status in previous years and are in compliance with the requirements stated in ORS 307.540-307.548.

EXECUTIVE SUMMARY:

Providing affordable housing in Wilsonville has been a long standing goal with City Council. Current and past Council have authorized five apartment complexes with a property tax exemption status. In total, 366 units are currently available for a low income housing rental rate reductions. All properties are required to meet State and Federal funding requirements which include annual physical inspections and an annual audit of financial activity and programmatic compliance.

The rate reduction per apartment varies from complex to complex as the reduction is based on the property's tax exemption the property receives and the number of reduced rate units in the complex. The complex passes the tax exemption savings onto their renters and most complexes provide additional services including monthly activities. The properties requesting continuance of the property tax exemption status for low-income housing include:

- Autumn Park Apartments, 10920 SW Wilsonville Rd (1, 2 and 3 bedroom units)
NW Housing Alternatives: 144 units, Reduced rent = \$133/month per unit
- Charleston Apartments, 11609 SW Toulouse St (1 bedroom units)
NW Housing Alternatives: 51 units, Reduce rent = \$172/month per unit
- Creekside Woods, 7825 SW Wilsonville Rd (1 and 2 bedroom units)
NW Housing Alternatives: 84 units, Reduced rent = \$116/month per unit
- Rain Garden Apartments, 29197 SW Orleans Ave (Studio Apartments)
Caritas Community Housing Corp.: 29 units, Reduced rent = \$243/month per unit
- Wiedemann Apartments, 29940 SW Brown Rd, (1 and 2 bedroom units)
Accessible Living, Inc.: 58 units, Reduced rent = \$93/month per unit

While the State sets the required threshold for low-income housing rental rates, credits such as the Property Tax Abatement allows these organizations to offer rates that are lower than required to qualified tenants. In total, the amount of credit directly related to the property tax exemption from all taxing districts is approximately \$450,000.

EXPECTED RESULTS:

Council approval of consent agenda resolutions for the property tax exemption requests for Autumn Apartments, Charleston Apartments, Creekside Woods, Rain Garden Apartments and Wiedemann Apartments

TIMELINE:

Applications for renewal requests were due March 1, 2018 Initial property tax exemption requests are required to pay a \$250 application fee for each property. Renewal requests require a \$50 application fee. The City certifies the property tax exemption with the Assessor's office at Clackamas County immediately following Council's approval. The deadline to certify to the

Assessor's office is April 1, 2018.

CURRENT YEAR BUDGET IMPACTS:

The assessed value of the all exempt properties totals \$24,209,663. Based on the City's current tax rate of \$2.5206/\$1,000, the total amount of forgone property tax revenue \$71,562. This amount is built into the City's financial planning.

FINANCIAL REVIEW / COMMENTS:

Reviewed by: SCole Date: 3/9/2018

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 3/12/2018

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Property tax exemptions assist in the availability of housing for low-income families and individuals.

ALTERNATIVES:

Discontinue property tax exemption program.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 2670
2. Resolution No. 2671
3. Resolution No. 2672
4. Resolution No. 2673
5. Resolution No. 2674

RESOLUTION NO. 2670

A RESOLUTION GRANTING AN EXEMPTION FROM PROPERTY TAXES UNDER ORS 307.540 TO ORS 307.548 FOR AUTUMN PARK APARTMENTS, A LOW-INCOME APARTMENT DEVELOPMENT OWNED AND OPERATED BY NORTHWEST HOUSING ALTERNATIVES, INC.

WHEREAS, maintaining Wilsonville's existing affordable housing supply is necessary for its continued health and growth; and

WHEREAS, Northwest Housing Alternatives (NHA), a not-for-profit organization, has owned and maintained Autumn Park, an affordable housing development located at 10920 S.W. Wilsonville Road; and

WHEREAS, Autumn Park includes 144 residential units, for people with very low income; and

WHEREAS, NHA is currently seeking to preserve Autumn Park as affordable housing; and

WHEREAS, a property tax exemption is essential to Autumn Park's continuation as affordable housing; and

WHEREAS, ORS 307.540 to 307.548 authorizes property tax exemptions for affordable housing owned by not-for-profit corporations and occupied by low-income persons; and

WHEREAS, the City of Wilsonville wishes to adopt and/or ratify the policy set forth in those sections; and

WHEREAS, NHA has requested a property tax exemption for its Autumn Park development, pursuant to ORS 307.543(2); and

WHEREAS, the City of Wilsonville and West Linn-Wilsonville School District property tax levies jointly comprise of more than 51% of the total combined rate of taxation on Autumn Park Apartments; and

WHEREAS, NHA has received that the West Linn-Wilsonville School District exempt Autumn Park from property taxation arising under its jurisdiction unless and until terminated pursuant to ORS 307.548;

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

- Section 1: The City of Wilsonville adopts the provisions of ORS 307.540 to 307.548.
- Section 2: NHA and its affordable housing development, Autumn Park, qualify for a property tax exemption pursuant to ORS 307.540 to 307.548.
- Section 3: The Finance Director is directed to request the Clackamas County Assessor to exempt Autumn Park Apartments from taxation by all taxing jurisdictions pursuant to ORS 307.543(2), commencing on the first day of the tax assessment year beginning July 1, 2018.
- Section 4: This Resolution shall take effect upon the occurrence of the following:
a) Submission, to the City of Wilsonville's City Manager, of an application conforming to the requirements of ORS 307.545 requesting a property tax exemption for Autumn Park Apartments.
- Section 5: This Resolution is to remain in effect unless and until termination occurs pursuant to ORS 307.548.
- Section 6: This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 19th day of March 2018 and filed with the Wilsonville City Recorder this date.

Tim Knapp, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp
Council President Starr
Councilor Stevens
Councilor Lehan
Councilor Akervall

Attachment:

Property Tax Exemption Application

Section B – Property to be Considered for Exemption

(Sections B, C, and D must be filled out for each building for which you are requesting a tax exemption)

Organization: Autumn Park Apartments

Property Address: 10920 SW Wilsonville Rd., Wilsonville, OR 97070

Assessor’s Property Tax Account Number(s): C127801

(Be sure to identify all account numbers for both land and improvements on the property for which you are requesting tax exemption, in some cases, land and improvements may have separate property tax account numbers.)

Total number of residential units in the building: 144

Number of residential units occupied by very low-income people: 144

Total square feet in building: 116,928

Total square feet used to house very low-income people⁴ 116,928

Section C – Leasehold Interest in Eligible Property

Do you own the property in question? Yes No

If you answered “no” to the above question, do you have leasehold interest in the property?
 Yes No

If yes, please include a statement describing how, as the nonprofit organization, you are obligated under the terms of the lease to pay the ad valorem taxes on this property or other contractual arrangement such that the property tax exemption benefits accrue to the nonprofit agency and the residential tenants served rather than the owner or corporation from whom you lease.

⁴ This includes halls, baths, dining, and other space dedicated to residential use. Retail uses and other accessory uses not related to residential use are not to be counted.

Section D – Description Of Charitable Purpose/Project Benefit (Use for multiple projects if same conditions apply)

Will the cost savings resulting from the proposed tax exemption enable you to do the following?

1. Reduce the rents that your very low-income residential tenants pay on the property in question?

Yes No If so, by approximately how much? ~~\$100/unit/month~~ \$133 per

2. Provide greater services to your very low income residential tenants?

Yes No.

email 2/27/18

3. If yes, in what way(s)? All cost savings are passed directly through to the tenants in the form of reduced rents.

4. Provide any other benefit to your very low-income residential tenants?

Yes No.

If yes, please explain: NHA provides a robust Resident Services program that directly benefits the residents.

If you lease the property identified in this application, to what extent does your lease agreement coincide with the timeframe of the qualifying tax year? Please Explain:

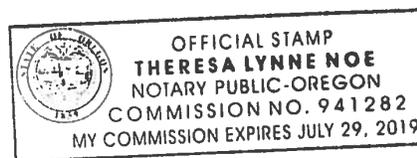
Section E- Declarations

Please read carefully and sign below before a notary.

1. I have attached to this application the IRS declaration of the status of application as a tax exempt corporation under 26 U.S.C. Section 501(c)(3) or (4).
2. I am aware that the income qualifying tenants must meet the income guidelines in accordance with 42 U.S.C. Section 1437 (a)(b)(2) as amended. See Attachment A, Income Eligibility Schedule). Tenant incomes do not exceed these limitations, as I verily believe.
3. I am aware of all requirements for tax exemption imposed by ORS 307.540-307.545 (Chapter 660 Oregon Laws 1985, as amended by Chapter 756 Oregon Laws 1987) and implemented by Resolution No. 1854 of the City of Wilsonville.
4. The above-described properties qualify or will qualify upon completion of any rehabilitation improvements and subsequent occupancy by very low-income residents for property tax exemption within 30 days of the April 1st application or the date of approval.

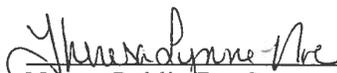
By: 
 Agency Chief Executive Officer (Signature)

Martha McLennan
 Agency Chief Executive officer (Print or typed)



For: Northwest Housing Alternatives
 Corporate Name (Print or type)

Subscribed and sworn to before me this 12 day of February, 2018.


 Notary Public For Oregon
 My Commission Expires: 7/29/2019

RESOLUTION NO. 2671

A RESOLUTION GRANTING AN EXEMPTION FROM PROPERTY TAXES UNDER ORS 307.540 TO ORS 307.548 FOR CHARLESTON APARTMENTS, A LOW-INCOME APARTMENT DEVELOPMENT OWNED AND OPERATED BY NORTHWEST HOUSING ALTERNATIVES, INC.

WHEREAS, maintaining Wilsonville's existing affordable housing supply is necessary for its continued health and growth; and

WHEREAS, Northwest Housing Alternatives (NHA), a not-for-profit organization, constructed the Charleston Apartments, an affordable housing development located at 11609 SW Toulouse St., Wilsonville OR; and

WHEREAS, the Charleston Apartments includes 15 units reserved for people with chronic mental illness and the 36 units designated as affordable housing; and

WHEREAS, NHA is currently seeking to preserve the Charleston Apartment's as affordable housing; and

WHEREAS, a property tax exemption is essential to Charleston Apartment's continuation as affordable housing; and

WHEREAS, ORS 307.540 to 307.548 authorizes property tax exemptions for affordable housing owned by not-for-profit corporations and occupied by low-income persons; and

WHEREAS, the City of Wilsonville wishes to adopt and/or ratify the policy set forth in those sections; and

WHEREAS, NHA has requested a property tax exemption for its Charleston Apartment development, pursuant to ORS 307.543(2); and

WHEREAS, the City of Wilsonville and West Linn-Wilsonville School District property tax levies jointly comprise more than 51% of the total combined rate of taxation on Charleston Apartments; and

WHEREAS, NHA has received an exempt status from the West Linn-Wilsonville School District for the Charleston Apartments for property taxation arising under its jurisdiction unless and until terminated pursuant to ORS 307.548;

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

- Section 1: The City of Wilsonville adopts the provisions of ORS 307.540 to 307.548.
- Section 2: NHA and its affordable housing development, Charleston Apartments, qualify for a property tax exemption pursuant to ORS 307.540 to 307.548.
- Section 3: The Finance Director is directed to request the Clackamas County Assessor to exempt Charleston Apartments from taxation by all taxing jurisdictions pursuant to ORS 307.543(2), commencing on the first day of the tax assessment year beginning July 1, 2018.
- Section 4: This Resolution shall take effect upon the occurrence of the following:
- a) Submission, to the City of Wilsonville's City Manager, of an application conforming to the requirements of ORS 307.545 requesting a property tax exemption for Charleston Apartments.
- Section 5: This Resolution is to remain in effect unless and until termination occurs pursuant to ORS 307.548.
- Section 6: This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 19th day of March 2018, and filed with the Wilsonville City Recorder this date.

Tim Knapp, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp
Council President Starr
Councilor Stevens
Councilor Lehan
Councilor Akervall

Attachment:

Property Tax Exemption Application

Section B – Property to be Considered for Exemption

(Sections B, C, and D must be filled out for each building for which you are requesting a tax exemption)

Organization: Charleston Limited Partnership

Property Address: 11609 SW Toulouse Rd., Wilsonville, OR 97070

Assessor’s Property Tax Account Number(s): 3S1W1502907

(Be sure to identify all account numbers for both land and improvements on the property for which you are requesting tax exemption, in some cases, land and improvements may have separate property tax account numbers.)

Total number of residential units in the building: 52

Number of residential units occupied by very low-income people: 51

Total square feet in building: 35,493

Total square feet used to house very low-income people⁵ 35,493

Section C – Leasehold Interest in Eligible Property

Do you own the property in question? Yes No

If you answered “no” to the above question, do you have leasehold interest in the property?
 Yes No

If yes, please include a statement describing how, as the nonprofit organization, you are obligated under the terms of the lease to pay the ad valorem taxes on this property or other contractual arrangement such that the property tax exemption benefits accrue to the nonprofit agency and the residential tenants served rather than the owner or corporation from whom you lease.

⁵ This includes halls, baths, dining, and other space dedicated to residential use. Retail uses and other accessory uses not related to residential use are not to be counted.

Section D – Description Of Charitable Purpose/Project Benefit (Use for multiple projects if same conditions apply)

Will the cost savings resulting from the proposed tax exemption enable you to do the following?

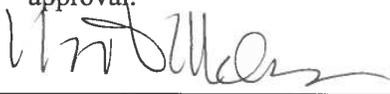
1. Reduce the rents that your very low-income residential tenants pay on the property in question?
 Yes No If so, by approximately how much? ^{\$172} ~~\$100~~/unit/month *\$172 per month per email 2/27/18*
2. Provide greater services to your very low income residential tenants?
 Yes No.
3. If yes, in what way(s)? All cost savings are passed directly through to the tenants in the form of reduced rents.
4. Provide any other benefit to your very low-income residential tenants?
 Yes No.
 If yes, please explain: NHA provides a robust Resident Services program that directly benefits the residents.

If you lease the property identified in this application, to what extent does your lease agreement coincide with the timeframe of the qualifying tax year? Please Explain:

Section E- Declarations

Please read carefully and sign below before a notary.

1. I have attached to this application the IRS declaration of the status of application as a tax exempt corporation under 26 U.S.C. Section 501(c)(3) or (4).
2. I am aware that the income qualifying tenants must meet the income guidelines in accordance with 42 U.S.C. Section 1437 (a)(b)(2) as amended. See Attachment A, Income Eligibility Schedule). Tenant incomes do not exceed these limitations, as I verily believe.
3. I am aware of all requirements for tax exemption imposed by ORS 307.540-307.545 (Chapter 660 Oregon Laws 1985, as amended by Chapter 756 Oregon Laws 1987) and implemented by Resolution No. 1854 of the City of Wilsonville.
4. The above-described properties qualify or will qualify upon completion of any rehabilitation improvements and subsequent occupancy by very low-income residents for property tax exemption within 30 days of the April 1st application or the date of approval.

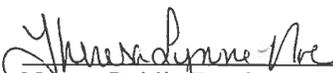
By: 
 Agency Chief Executive Officer (Signature)

Martha McLennan
 Agency Chief Executive officer (Print or typed)



For: Northwest Housing Alternatives
 Corporate Name (Print or type)

Subscribed and sworn to before me this 12 day of February, 2018.


 Notary Public For Oregon
 My Commission Expires: 7/29/2019

RESOLUTION NO. 2672

A RESOLUTION GRANTING AN EXEMPTION FROM PROPERTY TAXES UNDER ORS 307.540 TO ORS 307.548 FOR CREEKSIDE WOODS LP, A LOW-INCOME APARTMENT DEVELOPMENT OWNED AND OPERATED BY NORTHWEST HOUSING ALTERNATIVES, INC.

WHEREAS, maintaining Wilsonville's existing affordable housing supply is necessary for its continued health and growth; and

WHEREAS, Northwest Housing Alternatives (NHA), a not-for-profit organization, constructed the Creekside Woods LP, an affordable housing development located at 8725 SW Wilsonville Road, Wilsonville OR; and

WHEREAS, the Creekside Woods LP includes 84 residential units, for people with very low income; and

WHEREAS, NHA is currently seeking to preserve Creekside Woods LP as affordable housing; and

WHEREAS, a property tax exemption is essential to Creekside Woods LP's continuation as affordable housing; and

WHEREAS, ORS 307.540 to 307.548 authorizes property tax exemptions for affordable housing owned by not-for-profit corporations and occupied by low-income persons; and

WHEREAS, the City of Wilsonville wishes to adopt and/or ratify the policy set forth in those sections; and

WHEREAS, NHA has requested a property tax exemption for its Creekside Woods LP development, pursuant to ORS 307.543(2); and

WHEREAS, the property was formally owned by the City of Wilsonville and West Linn-Wilsonville School District property tax levies jointly comprise more than 51% of the total combined rate of taxation on Creekside Woods, LP; and

WHEREAS, NHA has received an exempt status from the West Linn-Wilsonville School District for the Creekside Woods LP for property taxation arising under its jurisdiction unless and until terminated pursuant to ORS 307.548;

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

- Section 1: The City of Wilsonville adopts the provisions of ORS 307.540 to 307.548.
- Section 2: NHA and its affordable housing development, Creekside Woods LP, qualify for a property tax exemption pursuant to ORS 307.540 to 307.548.
- Section 3: The Finance Director is directed to request the Clackamas County Assessor to exempt Autumn Park Apartments from taxation by all taxing jurisdictions pursuant to ORS 307.543(2), commencing on the first day of the tax assessment year beginning July 1, 2018.
- Section 4: This Resolution shall take effect upon the occurrence of the following:
a) Submission, to the City of Wilsonville's City Manager, of an application conforming to the requirements of ORS 307.545 requesting a property tax exemption for Autumn Park Apartments.
- Section 5: This Resolution is to remain in effect unless and until termination occurs pursuant to ORS 307.548.
- Section 6: This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 19th day of March 2018 and filed with the Wilsonville City Recorder this date.

Tim Knapp, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp
Council President Starr
Councilor Stevens
Councilor Lehan
Councilor Akervall

Attachment:

Property Tax Exemption Application

Section B – Property to be Considered for Exemption

(Sections B, C, and D must be filled out for each building for which you are requesting a tax exemption)

Organization: Creekside Woods Limited Partnership

Property Address: 7825 SW Wilsonville Rd., Wilsonville, OR 97070

Assessor’s Property Tax Account Number(s): 05022666

(Be sure to identify all account numbers for both land and improvements on the property for which you are requesting tax exemption, in some cases, land and improvements may have separate property tax account numbers.)

Total number of residential units in the building: 84

Number of residential units occupied by very low-income people: 84

Total square feet in building: 73,042

Total square feet used to house very low-income people⁶ 73,042

Section C – Leasehold Interest in Eligible Property

Do you own the property in question? Yes No

If you answered “no” to the above question, do you have leasehold interest in the property?
 Yes No

If yes, please include a statement describing how, as the nonprofit organization, you are obligated under the terms of the lease to pay the ad valorem taxes on this property or other contractual arrangement such that the property tax exemption benefits accrue to the nonprofit agency and the residential tenants served rather than the owner or corporation from whom you lease.

⁶ This includes halls, baths, dining, and other space dedicated to residential use. Retail uses and other accessory uses not related to residential use are not to be counted.

Section D – Description Of Charitable Purpose/Project Benefit (Use for multiple projects if same conditions apply)

Will the cost savings resulting from the proposed tax exemption enable you to do the following?

- 1. Reduce the rents that your very low-income residential tenants pay on the property in question?

Yes No If so, by approximately how much? ^{\$116} ~~\$100~~/unit/month *\$116 per month per email*

- 2. Provide greater services to your very low income residential tenants?

Yes No. *2/27/18*

- 3. If yes, in what way(s)? All cost savings are passed directly through to the tenants in the form of reduced rents.

- 4. Provide any other benefit to your very low-income residential tenants?

Yes No.

If yes, please explain: NHA provides a robust Resident Services program that directly benefits the residents.

If you lease the property identified in this application, to what extent does your lease agreement coincide with the timeframe of the qualifying tax year? Please Explain:

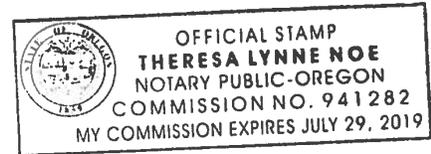
Section E- Declarations

Please read carefully and sign below before a notary.

1. I have attached to this application the IRS declaration of the status of application as a tax exempt corporation under 26 U.S.C. Section 501(c)(3) or (4).
2. I am aware that the income qualifying tenants must meet the income guidelines in accordance with 42 U.S.C. Section 1437 (a)(b)(2) as amended. See Attachment A, Income Eligibility Schedule). Tenant incomes do not exceed these limitations, as I verily believe.
3. I am aware of all requirements for tax exemption imposed by ORS 307.540-307.545 (Chapter 660 Oregon Laws 1985, as amended by Chapter 756 Oregon Laws 1987) and implemented by Resolution No. 1854 of the City of Wilsonville.
4. The above-described properties qualify or will qualify upon completion of any rehabilitation improvements and subsequent occupancy by very low-income residents for property tax exemption within 30 days of the April 1st application or the date of approval.

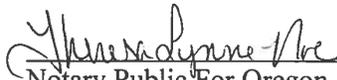
By: 
 Agency Chief Executive Officer (Signature)

Martha McLennan
 Agency Chief Executive officer (Print or typed)



For: Northwest Housing Alternatives
 Corporate Name (Print or type)

Subscribed and sworn to before me this 12 day of February, 2018.


 Notary Public For Oregon
 My Commission Expires: 7/29/2019

RESOLUTION NO. 2673

A RESOLUTION GRANTING AN EXEMPTION FROM PROPERTY TAXES UNDER ORS 307.540 TO ORS 307.548 FOR RAIN GARDEN LIMITED PARTNERSHIP, A LOW-INCOME APARTMENT DEVELOPMENT OWNED AND OPERATED BY CARITAS COMMUNITY HOUSING CORPORATION.

WHEREAS, maintaining Wilsonville's existing affordable housing supply is necessary for its continued health and growth; and

WHEREAS, Caritas Community Housing Corporation, a not-for-profit organization, constructed the Rain Garden Apartments, an affordable housing development located at 29197 SW Orleans Avenue, Wilsonville OR; and

WHEREAS, the Rain Garden Apartments includes 29 residential units, for people with very low income; and

WHEREAS, Caritas Community Housing Corporation is currently seeking to preserve Rain Garden Apartments as affordable housing; and

WHEREAS, a property tax exemption is essential to Caritas Community Housing Corporation continuation as affordable housing; and

WHEREAS, ORS 307.540 to 307.548 authorizes property tax exemptions for affordable housing owned by not-for-profit corporations and occupied by low-income persons; and

WHEREAS, the City of Wilsonville wishes to adopt and/or ratify the policy set forth in those sections; and

WHEREAS, Caritas Community Housing Corporation has requested a property tax exemption for its Rain Garden Apartment development, pursuant to ORS 307.543(2); and

WHEREAS, the City of Wilsonville and West Linn-Wilsonville School District property tax levies jointly comprise more than 51% of the total combined rate of taxation on the Caritas Community Housing Corporation development at Rain Garden Apartments; and

WHEREAS, Caritas Community Housing Corporation has received an exempt status from the West Linn-Wilsonville School District for the Rain Garden Apartments for property taxation arising under its jurisdiction unless and until terminated pursuant to ORS 307.548;

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

- Section 1: The City of Wilsonville adopts the provisions of ORS 307.540 to 307.548.
- Section 2: Caritas Community Housing Corporation and its affordable housing development, Rain Garden Apartment development, qualify for a property tax exemption pursuant to ORS 307.540 to 307.548.
- Section 3: The Finance Director is directed to request the Clackamas County Assessor to exempt Autumn Park Apartments from taxation by all taxing jurisdictions pursuant to ORS 307.543(2), commencing on the first day of the tax assessment year beginning July 1, 2018.
- Section 4: This Resolution shall take effect upon the occurrence of the following:
- a) Submission, to the City of Wilsonville's City Manager, of an application conforming to the requirements of ORS 307.545 requesting a property tax exemption for Autumn Park Apartments.
- Section 5: This Resolution is to remain in effect unless and until termination occurs pursuant to ORS 307.548.
- Section 6: This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 19th day of March 2018 and filed with the Wilsonville City Recorder this date.

Tim Knapp, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp
Council President Starr
Councilor Stevens
Councilor Lehan
Councilor Akervall

Attachment:
Property Tax Exemption Application

Section B – Property to be Considered for Exemption

(Sections B, C, and D must be filled out for each building for which you are requesting a tax exemption)

Organization: Rain Garden LP

Property Address: 29197 SW Orleans Ave., Wilsonville, OR 97070

Assessor’s Property Tax Account Number(s): 31W15DB07500

(Be sure to identify all account numbers for both land and improvements on the property for which you are requesting tax exemption, in some cases, land and improvements may have separate property tax account numbers.)

Total number of residential units in the building: 29 Units

Number of residential units occupied by very low-income people: 29 Units

Total square feet in building: 21,243

Total square feet used to house very low-income people⁴ 21,243

Section C – Leasehold Interest in Eligible Property

Do you own the property in question? Yes No

If you answered “no” to the above question, do you have leasehold interest in the property?
 Yes No

If yes, please include a statement describing how, as the nonprofit organization, you are obligated under the terms of the lease to pay the ad valorem taxes on this property or other contractual arrangement such that the property tax exemption benefits accrue to the nonprofit agency and the residential tenants served rather than the owner or corporation from whom you lease.

Caritas Community Housing Corporation (CCHC) is a subsidiary of Catholic Charities; Catholic Charities is the non-profit sole member of the ownership entity General Partner for Rain Garden GP LLC. CCHC is responsible for all the operations costs and to maintain the rents low to ensure that the very low income individuals can reside at the property. Rents are below market rent and residents not only have a place to live, but also have resident services available to them.

⁴ This includes halls, baths, dining, and other space dedicated to residential use. Retail uses and other accessory uses not related to residential use are not to be counted.

Section D – Description Of Charitable Purpose/Project Benefit (Use for multiple projects if same conditions apply)

Will the cost savings resulting from the proposed tax exemption enable you to do the following?

- 1. Reduce the rents that your very low-income residential tenants pay on the property in question? Yes No If so, by approximately how much?

Keeping rents below 60% AMI with an average of \$243.00 per unit per month

- 2. Provide greater services to your very low income residential tenants? Yes No.

- 3. If yes, in what way(s)? Full array of services available from Clackamas County and Cascadia Behavioral Health for individuals living with mental health

- 4. Provide any other benefit to your very low-income residential tenants? Yes No.

If yes, please explain: Contributes to have the project financially stable so we can maintain the property in good physical condition keeping the low rents.

If you lease the property identified in this application, to what extent does your lease agreement coincide with the timeframe of the qualifying tax year? Please Explain:

Section D – Description Of Charitable Purpose/Project Benefit (Use for multiple projects if same conditions apply)

Will the cost savings resulting from the proposed tax exemption enable you to do the following?

1. Reduce the rents that your very low-income residential tenants pay on the property in question? X Yes _____ No If so, by approximately how much? _____
2. Provide greater services to your very low income residential tenants? X Yes _____ No.
3. If yes, in what way(s)? Full array of services available from Clackamas County and Cascadia Behavioral Health for individuals living with mental health _____
4. Provide any other benefit to your very low-income residential tenants? X Yes _____ No.
 If yes, please explain: Contributes to have the project financially stable so we can maintain the property in good physical condition keeping the low rents.

If you lease the property identified in this application, to what extent does your lease agreement coincide with the timeframe of the qualifying tax year? Please Explain:

Section E- Declarations

Please read carefully and sign below before a notary.

1. I have attached to this application the IRS declaration of the status of application as a tax exempt corporation under 26 U.S.C. Section 501(c)(3) or (4).
2. I am aware that the income qualifying tenants must meet the income guidelines in accordance with 42 U.S.C. Section 1437 (a)(b)(2) as amended. See Attachment A, Income Eligibility Schedule). Tenant incomes do not exceed these limitations, as I verily believe.
3. I am aware of all requirements for tax exemption imposed by ORS 307.540-307.545 (Chapter 660 Oregon Laws 1985, as amended by Chapter 756 Oregon Laws 1987) and implemented by Resolution No. 1854 of the City of Wilsonville.
4. The above-described properties qualify or will qualify upon completion of any rehabilitation improvements and subsequent occupancy by very low-income residents for property tax exemption within 30 days of the April 1st application or the date of approval.

By: Trell Anderson
Agency Chief Executive Officer (Signature)

Trell Anderson
Agency Chief Executive officer (Print or typed)

For: Caritas Community Housing Corporation, sole member of Rain Garden GP, LLC, General Partner of Rain Garden LP
Corporate Name (Print or type)

Subscribed and sworn to before me this 22nd day of February, ²⁰¹⁸~~2017~~.

Joanna Tran
Notary Public For Oregon
My Commission Expires: July 11th 2021



RESOLUTION NO. 2674

A RESOLUTION GRANTING AN EXEMPTION FROM PROPERTY TAXES UNDER ORS 307.540 TO ORS 307.548 FOR WIEDEMANN PARK, A LOW-INCOME APARTMENT DEVELOPMENT OWNED AND OPERATED BY ACCESSIBLE LIVING, INC.

WHEREAS, maintaining Wilsonville's existing affordable housing supply is necessary for its continued health and growth; and

WHEREAS, Accessible Living, Inc., a not-for-profit organization, owns and manages the Wiedemann Park Apartments, an affordable housing development located at 29940 SW Brown Road, Wilsonville OR; and

WHEREAS, the Wiedemann Park Apartments includes 58 residential units, for seniors with very low income; and

WHEREAS, Accessible Living, Inc., is currently seeking to preserve Wiedemann Park as affordable housing; and

WHEREAS, a property tax exemption is essential to Accessible Living, Inc's continuation as affordable housing; and

WHEREAS, ORS 307.540 to 307.548 authorizes property tax exemptions for affordable housing owned by not-for-profit corporations and occupied by low-income persons; and

WHEREAS, the City of Wilsonville wishes to adopt and/or ratify the policy set forth in those sections; and

WHEREAS, Accessible Living Inc. has requested a property tax exemption for its Wiedemann Park development, pursuant to ORS 307.543(2); and

WHEREAS, the City of Wilsonville and West Linn-Wilsonville School District property tax levies jointly comprise more than 51% of the total combined rate of taxation on Accessible Living Inc.'s development at Wiedemann Park; and

WHEREAS, Accessible Living, Inc. has received an exempt status from the West Linn-Wilsonville School District for the Wiedemann Park Apartments for property taxation arising under its jurisdiction unless and until terminated pursuant to ORS 307.548;

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

- Section 1: The City of Wilsonville adopts the provisions of ORS 307.540 to 307.548.
- Section 2: Accessible Living, Inc. and its affordable housing development, Wiedemann Park Apartments, qualify for a property tax exemption pursuant to ORS 307.540 to 307.548.
- Section 3: The Finance Director is directed to request the Clackamas County Assessor to exempt Autumn Park Apartments from taxation by all taxing jurisdictions pursuant to ORS 307.543(2), commencing on the first day of the tax assessment year beginning July 1, 2018.
- Section 4: This Resolution shall take effect upon the occurrence of the following:
- a) Submission, to the City of Wilsonville's City Manager, of an application conforming to the requirements of ORS 307.545 requesting a property tax exemption for Autumn Park Apartments.
- Section 5: This Resolution is to remain in effect unless and until termination occurs pursuant to ORS 307.548.
- Section 6: This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 19th day of March 2018 and filed with the Wilsonville City Recorder this date.

Tim Knapp, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp
Council President Starr
Councilor Stevens
Councilor Lehan
Councilor Akervall

Attachment:

Property Tax Exemption Application

Section B – Property to be Considered for Exemption

(Sections B, C, and D must be filled out for each building for which you are requesting a tax exemption)

Organization: Wiedemann Park Apartments Limited Partnership _____

Property Address: 29940 SW Brown Rd., Wilsonville, OR 97070 _____

Assessor’s Property Tax Account Number(s): #00810590, #05001064 _____

(Be sure to identify all account numbers for both land and improvements on the property for which you are requesting tax exemption, in some cases, land and improvements may have separate property tax account numbers.)

Total number of residential units in the building: 58 _____

Number of residential units occupied by very low-income people: 58 _____

Total square feet in building: 45,999 _____

Total square feet used to house very low-income people⁴: 45,999

Section C – Leasehold Interest in Eligible Property

Do you own the property in question? Yes No

If you answered “no” to the above question, do you have leasehold interest in the property?
 Yes No

If yes, please include a statement describing how, as the nonprofit organization, you are obligated under the terms of the lease to pay the ad valorem taxes on this property or other contractual arrangement such that the property tax exemption benefits accrue to the nonprofit agency and the residential tenants served rather than the owner or corporation from whom you lease.

⁴ This includes halls, baths, dining, and other space dedicated to residential use. Retail uses and other accessory uses not related to residential use are not to be counted.

Section D – Description Of Charitable Purpose/Project Benefit (Use for multiple projects if same conditions apply)

Will the cost savings resulting from the proposed tax exemption enable you to do the following?

1. Reduce the rents that your very low-income residential tenants pay on the property in question? Yes No If so, by approximately how much? \$92,688 *
2. Provide greater services to your very low income residential tenants? Yes No.
3. If yes, in what way(s)? The exemption will ensure resident services continue to be provided per the OHCS management plan. _____
4. Provide any other benefit to your very low-income residential tenants? Yes No.
If yes, please explain: _____

If you lease the property identified in this application, to what extent does your lease agreement coincide with the timeframe of the qualifying tax year? Please Explain:

* $92,688 \div 12 \text{ months} = 58 \text{ units}$
 $\$133 \text{ per unit}$

Section E- Declarations

Please read carefully and sign below before a notary.

1. I have attached to this application the IRS declaration of the status of application as a tax exempt corporation under 26 U.S.C. Section 501(c)(3) or (4).
2. I am aware that the income qualifying tenants must meet the income guidelines in accordance with 42 U.S.C. Section 1437 (a)(b)(2) as amended. See Attachment A, Income Eligibility Schedule). Tenant incomes do not exceed these limitations, as I verily believe.
3. I am aware of all requirements for tax exemption imposed by ORS 307.540-307.545 (Chapter 660 Oregon Laws 1985, as amended by Chapter 756 Oregon Laws 1987) and implemented by Resolution No. 1854 of the City of Wilsonville.
4. The above-described properties qualify or will qualify upon completion of any rehabilitation improvements and subsequent occupancy by very low-income residents for property tax exemption within 30 days of the April 1st application or the date of approval.

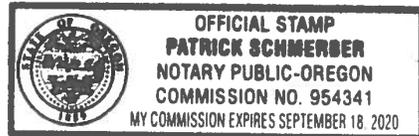
By: Karen A. Voiss
Agency Chief Executive Officer (Signature)

Karen A. Voiss
Agency Chief Executive officer (Print or typed)

For: Accessible Living Inc.
Corporate Name (Print or type)

Subscribed and sworn to before me this 30 day of January, 2018

[Signature]
Notary Public For Oregon
My Commission Expires: 9-18-2020





CITY COUNCIL MEETING STAFF REPORT

Meeting Date: March 19, 2018		Subject: Resolution No. 2677 Authorizing the City Manager to Execute a Professional Services Agreement with Alta Planning and Design to Create a Citywide Sign Design and Wayfinding Signage Plan including Implementation (CIP #3003 And #8118). Staff Member: Chris Neamtzu, Planning Director Department: Community Development	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd 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 checked="" type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable Comments:	
Staff Recommendation: Staff recommends that Council adopt the Consent Agenda.			
Recommended Language for Motion: I move to approve the Consent Agenda.			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities Community Design and Livability – Develop a wayfinding program.	<input type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Professional Services Agreement (PSA) with Alta Planning and Design to support Community Development Department Staff with creation of a sign design and wayfinding signage plan, including implementation of at least one and up to four signs.

EXECUTIVE SUMMARY:

Community Development Department Staff has selected a qualified consulting firm, Alta Planning and Design, to support Staff with the creation of a citywide sign design and wayfinding signage plan including implementation. Alta Planning and Design was selected out of a pool of four proposers in accordance with City and State procurement requirements that guarantee open and fair competition. The award was based on a weighted scoring of several factors, including price, experience, creativity and expertise.

Alta Planning and Design will be responsible for delivering community supported plans that build on Wilsonville's unique identity and character in the region, including new logo. The consultant scope of work is included with the Professional Services Contract (**Exhibit A** to Resolution 2677). Essential elements of the Sign Design and Wayfinding Signage Program will include:

Scope of Work - Phase 1

Wayfinding Signage Strategy

- Conduct a **needs assessment**, including an inventory and assessment of existing signage and principal destinations. Identify user groups, their specific needs, and potential wayfinding difficulties.
- Develop and implement an innovative **public engagement plan** that considers cutting-edge technology, multiple platforms, and targeted outreach to reach a broad cross-section of the community, property owners, and traditionally underrepresented community members. Involvement opportunities could involve, but are not limited to, workshops, focus groups, visual preference surveys, online or mobile feedback, and photo and data gathering tools.
- Establish a **wayfinding framework** that clearly defines the purpose and goals of the wayfinding signage program.
- Develop a **wayfinding signage system** that identifies area districts, hierarchical sign types, such as entry, directional, destination (permanent and special event), parking, pedestrian and bicycle signage, and locations of signs. Consideration should be given to the expandability of the system; ease of changing sign copy/message; and long-term maintenance.
- Develop a proposed **implementation schedule** that prioritizes the wayfinding sign installation identifying need, type, location, audience, and cost.
- Prepare a **cost estimate** for full implementation of the Wayfinding Sign Plan.

Sign Design and Specifications

- Prepare at least three (3) **schematic design concepts** of each facility, entrance, park, and monument sign as well as wayfinding sign/kiosk and other wayfinding elements to be reviewed by the City. Revise design concepts pursuant to feedback.
- Prepare **design intent drawings that lead to detailed construction plans for each preferred design concept**, including performance and material specifications and design standards for each sign type.
- Prepare a **cost estimate** for each preferred sign design concept.

Resolution No. 2677 Staff Report

Scope of Work - Phase 2

Wayfinding Sign Demonstration Project

After the Sign Design and Wayfinding Signage Plan are completed and adopted, Consultant will design, manage, and execute a demonstration project to kick-off the implementation phase of the Wayfinding Signage Program, including the fabrication and installation of at least one (1) and up to four (4) signs. The two (2) existing monument signs at the I-5/Wilsonville Road interchange are likely candidates for a demonstration project.

EXPECTED RESULTS:

Creation of a community-wide signage and wayfinding program will result in an enhanced visitor experience while promoting community identity. The creation of a citywide signage and wayfinding plan will complete a City Council goal.

TIMELINE:

The project is scoped to be completed over the next 8-10 months.

CURRENT YEAR BUDGET IMPACTS:

This project is currently funded in the FY 2017-18 Budget through CIP #3003-Citywide Signage and Wayfinding in the amount of \$75,000 and CIP# 8118 Monument Sign Replacement in the amount of \$50,000 for a project total of \$125,000.

FINANCIAL REVIEW / COMMENTS:

Reviewed by: SCole Date: 3/7/2018

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 3/13/2018

It appears the formal RFP process was complied with, with selection based on a number of criteria. The RFP process does not require selection of the lowest price.

COMMUNITY INVOLVEMENT PROCESS:

The Public Involvement Plan is being finalized. At this point, it is anticipated that the project will include:

- 1 Focus group meeting that includes the following:
 - A wayfinding orientation presentation to educate the focus group on multi-modal wayfinding.
 - A presentation of findings from the initial field review to share wayfinding opportunities and constraints.
 - A visual identity exercise to begin visioning and goal setting for the sign family design.
 - A mental mapping exercise to assist with circulation patterns in the City,
- 1 online survey broadly distributed, to gather preferences on destinations and travel choices.
- 1 in-person open house to share the proposed sign designs.

- Focus group meeting on final designs.
- 1 work session presentation to PC and CC.
- Adoption hearings before the PC and CC.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Creation of a signage and wayfinding program would be beneficial to visitors of the community and the businesses that rely on them.

ALTERNATIVES:

1. Council may direct staff to renegotiate the scope of work and budget that is outlined in the PSA.
2. Council may reject staff recommendation and direct staff to re-open the consultant selection process.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

- A. Resolution No. 2677
- B. Exhibit A. Professional Services Contract and Scope of Work

RESOLUTION NO. 2677

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ALTA PLANNING AND DESIGN TO CREATE A CITYWIDE SIGN DESIGN AND WAYFINDING SIGNAGE PLAN INCLUDING IMPLEMENTATION (CIP #3003 AND #8118).

WHEREAS, for fiscal years 2017-19, City Council created a goal to “*develop a wayfinding plan*” to support community design and livability; and

WHEREAS, the project is currently funded in the adopted FY 2017-18 budget through CIP #3003 – Citywide Signage/Wayfinding Plan and CIP #8118 – Monument Sign Replacement (new logo) (Project); and

WHEREAS, the City solicited Requests for Proposals (RFP) from qualified consulting firms in compliance with the City of Wilsonville Municipal Code and Oregon Public Contracting laws to assist the City with the foregoing tasks; and

WHEREAS, an internal review team reviewed and scored the four submitted proposals and has determined that Alta Planning and Design submitted the most qualified proposal at a competitive fee for the desired services; and

WHEREAS, the Professional Services Agreement documents the consultant will be paid on a time and materials basis not to exceed ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000).

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

1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and the Alta Planning and Design proposal ranked highest when considering experience, project understanding, approach and cost.
2. City Council authorizes the City Manager to execute a Professional Services Agreement in the amount of ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000) with Alta Planning and Design to complete the citywide sign design and wayfinding plan as well as implement a portion of the plan in the form attached hereto as **Exhibit A**.

3. The Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 19th day of March 2018, and filed with the Wilsonville City Recorder this date.

Tim Knapp, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp
Councilor Starr
Councilor Stevens
Councilor Lehan
Councilor Akervall

Attachment:

Exhibit A - PSA Sign Design and Wayfinding Signage Plan (3003 & #8118)

Resolution No. 2677 - Exhibit A

CITY OF WILSONVILLE PROFESSIONAL SERVICES AGREEMENT SIGN DESIGN AND WAYFINDING SIGNAGE PLAN (#3003 & #8118)

This Professional Services Agreement (“Agreement”) is made and entered into on this ____ day of March 2018 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Alta Planning + Design, Inc.**, a California corporation (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 November 1, 2018, 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 planning, design, and implementation of a city-wide Sign Design and Wayfinding Signage Plan, including construction of signs, kiosks, and other directional wayfinding elements (“Services”), according to the requirements and deliverable dates identified in the Scope of Work, attached hereto as **Exhibit A** and incorporated by reference herein, for the Sign Design and Wayfinding Signage Plan Project (“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 which 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 Work 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 Work described herein.

2.5. Consultant shall maintain the confidentiality of any confidential information marked as confidential 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 TWENTY-FIVE THOUSAND DOLLARS (\$125,000) for performance of the Services ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant.

3.2. 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 Work described on **Exhibit A**, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant's Rate Schedule, as set forth in **Exhibit B**. Compensation above the amount shown in **Subsection 3.1**, including compensation under this **Section 3.2**, 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 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.

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 and Rate Schedule 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 similar contributions and benefits, technology and/or software charges, licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, and all other indirect and overhead charges.

Section 4. 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 July 1, 2017, 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. 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 Services, either by Consultant, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Services, 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. Consultant must comply with all public contracting wages required by law. Consultant 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 Consultant 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. Consultant 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). Consultant shall include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

Section 5. City's Rights and Responsibilities

5.1. 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.

5.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2017-18. 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 for whatever cause, as described in Section 13.

Section 6. City's Project Manager

The City's Project Manager is Chris Neamtzu. 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 Katie Mangle. 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. 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 9. Subcontractors and Assignments

9.1. Unless expressly authorized in **Exhibit A** or **Section 10** 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.

9.2. 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.

Section 10. Consultant Is Independent Contractor

10.1. 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.

10.2. 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 on an approved Rate Schedule. Rate Schedules for named or unnamed subcontractors, and Consultant markups of subcontractor billings, will only be recognized by the City as set forth in Consultant's Rate Schedule, unless documented and approved, in writing, by the City pursuant to a modification to Consultant's Rate Schedule, per **Section 15** of this Agreement. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

10.3. Consultant shall 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 10** and meet the same insurance requirements of Consultant under this Agreement.

Section 11. Consultant Responsibilities

11.1. 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.

11.2. 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. Unless otherwise

expressly set forth on **Exhibit B** 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.

11.3. 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.

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

Section 12. Indemnity and Insurance

12.1. Indemnification. To the fullest extent allowed by law, 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 12.2**. 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.

12.2. 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 professional 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.

12.3. 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:

12.3.1. 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.

12.3.2. 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.

12.3.3. 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**.

12.3.4. 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.

12.3.5. 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.

12.3.6. Additional Insured and Termination Endorsements. Additional Insured coverage under Consultant’s Commercial General Liability, Automobile Liability, and Excess Liability Policy(ies), 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.

12.3.7. 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.

12.4. 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 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 Work 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 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 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, 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.

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: Chris Neamtzu
 29799 SW Town Center Loop East
 Wilsonville, OR 97070

To Consultant: Alta Planning + Design, Inc.
 Attn: Katie Mangle
 711 SE Grand Avenue
 Portland, OR 97214

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 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.

19.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon. All contractual provisions required by ORS Chapters 279A and 279C 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:

ALTA PLANNING + DESIGN, INC.

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

Consultant will provide a unified signage design that is reflective of the City's identity and consistent in color, font, materials, architectural elements, and graphics. Consultant shall establish a clear and consistent communication framework for the duration of the Project. Ultimate approval of the Sign Design and Wayfinding Signage Plan will be made by the City Council, with a recommendation from the Planning Commission. The finalized Scope of Work will include an effective project management approach that includes regular project updates and coordination between Consultant team members.

After Consultant develops a Sign Design and Wayfinding Signage Program, Consultant will also manage a Wayfinding Sign Demonstration Project that will demonstrate the implementation of the Sign Design and Wayfinding Signage Program.

Phase 1 of the Scope of Work (Maximum Budget - \$75,000)

Essential elements of the Sign Design and Wayfinding Signage Program will include:

Wayfinding Signage Strategy

- Conduct a **needs assessment**, including an inventory and assessment of existing signage and principal destinations. Identify user groups, their specific needs, and potential wayfinding difficulties.
- Develop and implement an innovative **public engagement plan** that considers cutting-edge technology, multiple platforms, and targeted outreach to reach a broad cross-section of the community, property owners, and traditionally underrepresented community members. Involvement opportunities could involve, but are not limited to, an advisory committee, workshops, focus groups, visual preference surveys, online or mobile feedback, and photo and data gathering tools.
- Establish a **wayfinding framework** that clearly defines the purpose and goals of the wayfinding signage program.
- Develop a **wayfinding signage system** that identifies area districts, hierarchical sign types, such as entry, directional, destination (permanent and special event), parking, pedestrian and bicycle signage, and locations of signs. Consideration should be given to the expandability of the system; ease of changing sign copy/message; and long-term maintenance.
- Develop a proposed **implementation schedule** that prioritizes the wayfinding sign installation identifying need, type, location, audience, and cost.
- Prepare a **cost estimate** for full implementation of the Wayfinding Sign Plan.

Sign Design and Specifications

- Prepare at least three (3) **schematic design concepts** of each facility, entrance, park, and monument sign as well as wayfinding sign/kiosk and other wayfinding elements to be

reviewed by the City. Revise design concepts pursuant to feedback from City staff and/or City officials.

- Prepare **sign specifications and construction drawings for each preferred design concept**, including performance and material specifications and design standards for each sign type. Specifications should include full color renderings and all fabrication and installation details so that it is ready for construction.
- Prepare a cost estimate for each sign preferred design concept.

Phase 2 of the Scope of Work (Maximum Budget - \$50,000)

Wayfinding Sign Demonstration Project

After the Sign Design and Wayfinding Signage Program are completed, Consultant will design, manage, and execute a demonstration project to kick-off the implementation phase of the Wayfinding Signage Program, including the fabrication and installation of at least one (1) and up to four (4) signs. The two (2) existing monument signs at the I-5/Wilsonville Road interchange are likely candidates for a demonstration project.

Project Deliverables

Five (5) hard copies and one (1) electronic copy of the final Sign Design and Wayfinding Signage Plan, including a narrative, illustrations, and maps documenting the study process and results, shall be submitted. Design standards should provide sample illustrations and construction drawings for sign fabrication and installation suitable for seeking construction bids for fabrication and installation. The standards should also include initial cost estimates for implementing signage according to the Plan, for the City's budgeting purposes.

Budget

Funding for this Project will be provided by City funds. The estimated cost for the requested services in Phase 1 is not to exceed \$75,000. The budget for the requested goods and services in Phase 2 is not to exceed \$50,000, for a total Project cost not to exceed \$125,000.

The City reserves the right to modify the Scope of Work based on the selected Consultant's Proposal.

Project Understanding and Scope of Work

A well-defined wayfinding system provides residents and visitors with an intuitive and accessible way to explore a community, its services, and attractions. We understand that the City is interested in better connecting people walking, biking, or driving to destinations throughout Wilsonville. Gateway monuments, directional signs, information kiosks, maps, and waymarkers will support safe, convenient, and comfortable navigation for people driving, biking, walking, and using transit within Wilsonville. Alta brings internationally recognized expertise and dedication to the planning, design, and implementation of multi-modal wayfinding systems. Alta will work with the City Project Manager (PM) to develop a locally appropriate wayfinding system that addresses the needs in Wilsonville. Our proposal aims to create a cost-effective program that is easy to expand and maintain and a community supported design that reflects the city's unique identity.

PHASE 1

TASK 1.1 PROJECT MANAGEMENT AND QUALITY CONTROL

Alta's Project Manager (PM), Mary Stewart, PLA, will be in contact with the City's PM on a regular basis to provide progress reports, introduce and discuss project deliverables, and clarify questions and feedback. At Alta, we pride ourselves on providing clear and regular channels of communication so our clients have a full understanding of expectations, work plan, and schedule.

Deliverables

- Bi-weekly progress update calls
- Schedule updates and monthly invoicing

TASK 1.2 WAYFINDING SIGNAGE STRATEGY

Based on findings from field work, desk review, and stakeholder and community input, Alta will draft a wayfinding signage program for the City of Wilsonville.

TASK 1.2.1 BACKGROUND REVIEW AND INVENTORY

One of our first steps will be to request background documents and base GIS data from the City (Memo #1). We will review relevant plans and policies such as the Wilsonville Transportation System Plan, Comprehensive Plan, and the Wilsonville Branding and Identity Strategy.

We assume the City will provide us with base GIS data showing the locations of primary circulation routes, existing wayfinding signs, and local destinations.

Alta will use this base data to prepare a circulation and destinations map to use during our needs assessment and initial meetings to verify prominent arrival points, major circulation routes, and to verify city destinations and current navigational challenges. A field review will help confirm our initial findings.

Deliverable

- Memo #1: Data needs request

TASK 1.2.2 WAYFINDING FRAMEWORK

Based on feedback from stakeholders and City staff, Alta will draft a framework defining the purpose and goals of the wayfinding signage program. The wayfinding framework will help prioritize sign implementation phasing.

Deliverable

- Wayfinding framework

TASK 1.2.3 PUBLIC ENGAGEMENT PLAN

Alta is committed to integrating community engagement into planning and design, and using engagement tools that bring these processes to life. Mary will work with the City to develop an engagement plan that identifies project stakeholders, defines the timeframes, and utilizes the most appropriate engagement tool at each phase. She will work closely with the City's PM to design a process that is tailored to this project, with smart and meaningful engagement that results in a better product for all.

Alta employs a number of community engagement strategies that are specifically relevant to wayfinding programs, ranging from interactive focus groups and visual preference surveys to digital and online approaches that engage stakeholders in the design process, facilitate public review and comment on design alternatives, and enhance the project outcome and community support.

One step that has been particularly successful in our process is the formation of a Wayfinding Focus Group. The group could include residents, business owners, community leaders, and members of the Planning Commission or City Council, together with traditionally underrepresented community members.

Deliverable

- Memo #2: Public engagement plan

TASK 1.2.4 PROJECT KICK-OFF, FIELD REVIEW, AND NEEDS ASSESSMENT

Using maps and background information, we will conduct a field review and site assessment of wayfinding opportunities and constraints. This review will examine existing signage and infrastructure, future development sites, and major destinations. During this initial field visit, we will meet with the appropriate people in the City’s Public Works Department regarding fabrication capabilities and maintenance needs. After the field review, our team will lead a kick-off meeting (Meeting #1) with City staff to discuss the design vision and goals for Wilsonville’s wayfinding program. Next, Alta and City staff will meet with the Wayfinding Focus Group to conduct a visual identity exercise, a mental mapping exercise, a wayfinding orientation presentation, and a presentation on initial needs assessment and field review findings.

Deliverable

- Meeting #1: Kick-off and field tour

TASK 1.2.5 WAYFINDING SIGNAGE SYSTEM

Alta has developed a clear and effective approach to helping clients create wayfinding systems. We will build off the work done for the City’s bike wayfinding project and refine the hierarchical list of destination types to include wayfinding for people walking and driving. Categories may include:

- » Tier 1 – Districts and Neighborhoods
- » Tier 2 – Landmarks
- » Tier 3 – Local Destinations

Once the City agrees on the categories, Alta will recommend potential destinations for each category. The City PM will review and confirm final destination names and provide the list to Alta in order to create a wayfinding focal point map. This map will highlight the agreed upon destinations, entry points and districts. Alta will produce a GIS map package for the City’s future use and a PDF map for use throughout the project.

Deliverable

- Focal point map (GIS map package and PDF)

TASK 1.2.6 ROUTE PRIORITIZATION FOR WAYFINDING

To support a phased implementation of the wayfinding system, it is important to identify priority routes that will provide the greatest impact at the lowest cost.

Using Alta’s proprietary wayfinding route prioritization model and existing GIS data provided by the City, we will review route readiness, proximity to destinations, overall need, and gap closure as they relate to navigational challenges in the City.

Deliverable

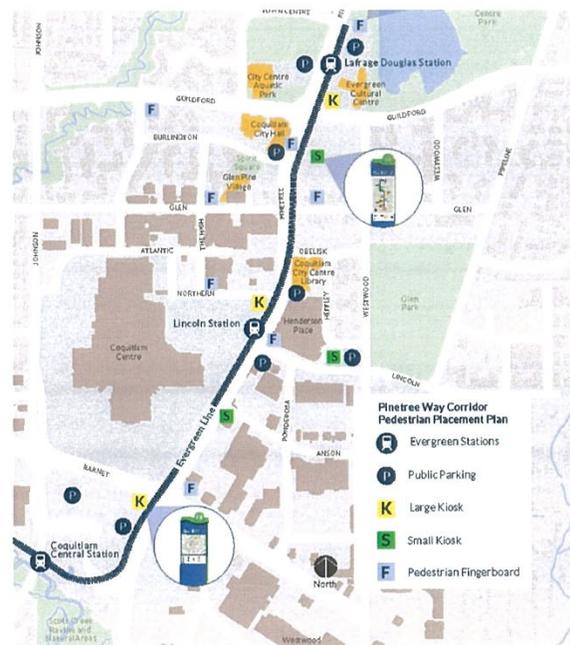
- Wayfinding route prioritization (GIS map package and PDF)

TASK 1.2.7 WAYFINDING SIGN PLACEMENT MAP AND PHASING MAP

The focal point map will be used to develop a sign placement map showing the approximate location of existing signs (data provided by the City) and proposed signs. This data will be the basis for the phasing map which will show signs organized by type, approximate location, audience/user, and prioritized by need (i.e., immediate, near term, or long term). We will provide planning level cost estimates for each sign type and a total cost for full implementation.

Deliverables

- Sign placement map
- Phasing map
- Wayfinding system cost estimate



Signage placement plan for Coquitlam, BC Wayfinding Plan and Design

TASK 1.3 SIGN DESIGN AND SPECIFICATIONS

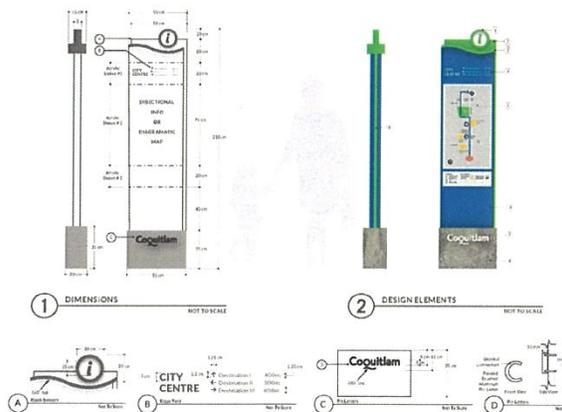
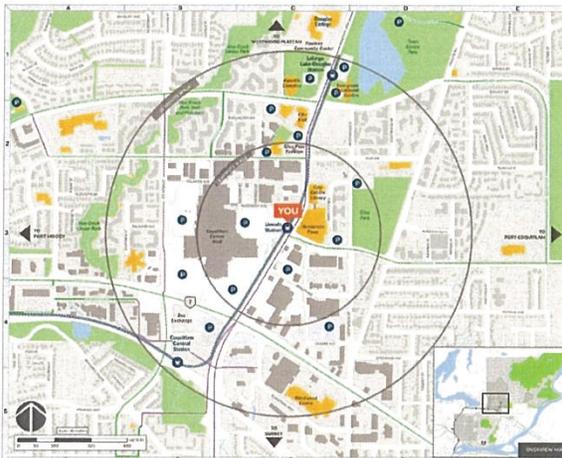
Our team will work collaboratively to develop sign designs that speak to the unique character of Wilsonville and its geographic and historic significance within the region, while remaining constructible, cost effective, and expandable.

TASK 1.3.1 DESIGN BRIEF

Before commencing with wayfinding system design, we will submit a design brief (Memo #3) to summarize feedback and input received to date. We will ask the City to confirm that the values and preferences are accurately represented.

Deliverable

- Memo #3: Design brief



Design intent map and kiosk for Coquitlam, BC Wayfinding Plan and Design

TASK 1.3.2 SCHEMATIC DESIGN CONCEPTS

We will develop three wayfinding design concepts, considering the City's new branding and logo design, existing signage, locally identified landmarks, and district architectural guidelines. Each sign family will have a unique character and consider information hierarchy, terminology and nomenclature, audience considerations, functional requirements, design criteria, marketing goals, vandal resistance, and maintenance. Flexibility will also be considered so that each district may be uniquely identified through colors, logos, and/or materials. Clear, universal, graphic icons will be used for legibility and to reach the a broad audience while minimizing visual clutter. Subcontractor Security Signs will review the three design concepts and provide feedback on constructability and materials options of each. The three alternative concepts will be presented as part of a public open house where feedback will be requested. Materials presented at the open house will be translated into an online survey so that feedback may be solicited from those who are unable to attend. Alta will collect and analyze the feedback.

Deliverables

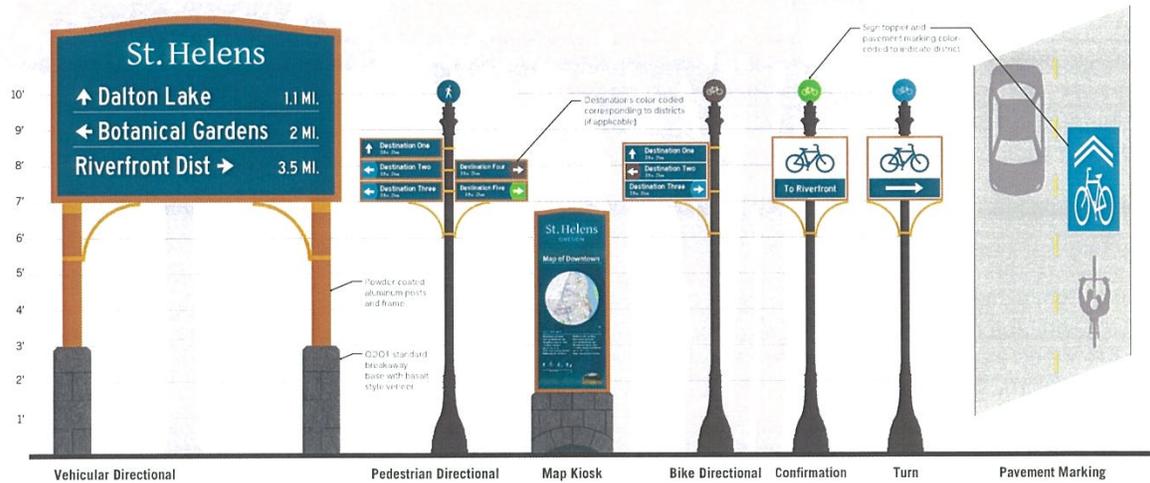
- Online survey: design concepts
- Meeting #2: Design concept open house

TASK 1.3.3 PREFERRED DESIGN

Alta does not anticipate that a single sign family will be selected, but rather, some characteristics of each design will be favored. Once we have feedback from the City, Alta will incorporate the favored elements from each design to generate a single preferred sign family. Security Signs will review the preferred design and provide feedback on constructability and materials options. This design will be presented to the City for a final round of comments. Alta will then prepare revised illustrative designs showing the preferred wayfinding design concept for a presentation to the Planning Commission, or other group as identified in the engagement plan.

Deliverables

- Draft preferred sign family design
- Revised preferred sign family design
- Meeting #3: Public presentation



Sign family for St. Helens, OR Wayfinding Plan and Design

TASK 1.3.4 SIGN DESIGN AND WAYFINDING SIGNAGE PLAN

Alta will compile all final maps, memos, and illustrative concepts and summarize them in a succinct Sign Design and Wayfinding Signage Plan documenting the study process and results.

Deliverable

- Five hard copies and one electronic copy of the final Sign Design and Wayfinding Signage Plan

TASK 1.3.5 DESIGN INTENT PACKAGE

Although the City's RFP calls for formal construction drawings, it is our experience that design intent level drawings are the most cost effective approach for implementing wayfinding sign plans because they allow for more effective manufacturing techniques with fewer change orders.

Alta, with quality review support from Security Signs, will prepare design intent level plans, performance specifications, and cost estimates for the preferred sign family. Design intent drawings illustrate the intent of the design and include sufficient detail to release the package for a competitive bid.

Deliverables:

- Design Intent package
- Performance specifications
- Construction cost estimate

PHASE 2

TASK 2.1 WAYFINDING SIGN DEMONSTRATION PROJECT

Security Signs will provide fabrication and installation services for a demonstration project to kick off the implementation phase of the project. Depending on the available budget, the team will provide design review, fabrication and installation of at least one and up to four signs. We understand that the City is currently reevaluating budget availability for this task, so we are providing an estimate of consultant fee only and not sign fabrication or installation.

TASK 2.1.1 SUBMITTAL REVIEW AND IMPLEMENTATION OVERSIGHT

In order to provide design consistency and quality of construction, this task will include implementation oversight from Alta. Alta's Project Engineer, Sacha Barkhuff, PE, will review and approve submittals, RFI's, and all shop drawings associated with each sign to be implemented. Sacha will also conduct up to three site visits during the implementation phase and will coordinate with the Security Signs throughout this process.

OPTIONAL TASKS

Map Graphics

Preparation of a hand held or kiosk map is an optional additional task to the wayfinding signage plan. The preparation of orientation maps would result in four maps of similar orientation, extent, and scale, using base GIS data provided by the City. Each map would include a “You Are Here” icon based on kiosk location. Up to two rounds of revisions would be included. The same identical map (only the “You Are Here” icon would move) would be printed and applied to each kiosk face.

Deliverable

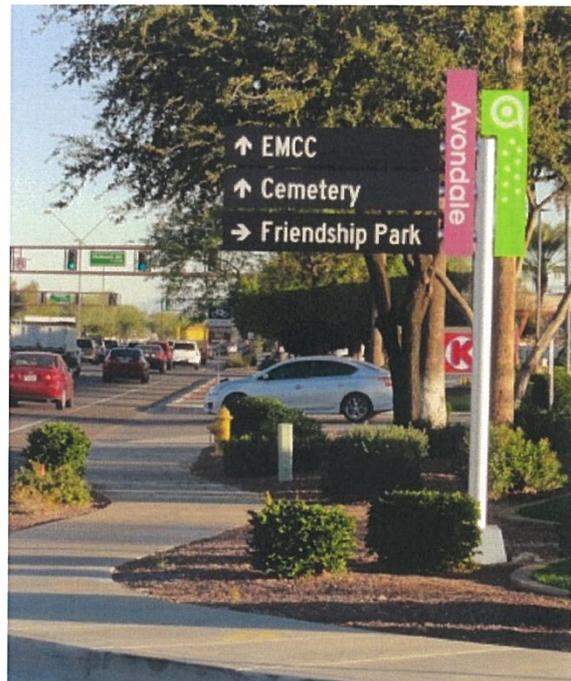
- Four map graphics

Sign Placement Plans

Alta would select up to four high priority routes and provide placement plans for up to 20 signs for City staff to reference during implementation. The sign placement plan will include the identification of sign locations in the field and be photographed so that they can be incorporated into work orders. Field review will identify locations where signs can be placed on existing sign or utility poles, or where new poles are required. These will serve as examples that staff can reference when expanding the system to implement signage on future routes.

Deliverable

- Sign placement plan including up to 20 individual signs



Implemented signage from Avondale, AZ Wayfinding Plan and Design

Wilsonville, OR

prepared by Alta Planning + Design, 02/23/2018

Exhibit B

TASK	Alta Planning + Design								Security Signs SS staff	Task Hours	Total Task Fee
	Principal-in-Charge	Project Manager	Wayfinding Adviser	APM	Planner/GIS	Engineer	Web Developer	Graphic Designer			
	Katie	Mary	Deven	Christo	Mike S.	Sacha	Ethan	Cat			
<i>2018 Hourly Rate*</i>	\$205	\$137	\$137	\$98	\$98	\$129	\$129	\$115	\$100		
Task 1.1: Project Management	4	24	0	0	0	0	0	0	0	28	\$4,108
Project Management and Quality Control	4	24							0	28	\$4,108
Task 2: Wayfinding Signage Strategy	6	32	4	98	36	0	0	6	4	119	\$20,384
1.2.1: Background Review and Inventory	1	6	1	12	4					24	\$2,732
1.2.2: Project Kick-Off, Field Review, & Needs Assessment	1	12	1	16				6		36	\$4,244
1.2.3: Wayfinding Framework		4		4						8	\$940
1.2.4: Wayfinding Signage System		4	1	12	12					29	\$3,037
1.2.6: Route Prioritization for Wayfinding	2	2		6	12					22	\$2,448
1.2.7: Wayfinding Sign Placement Map & Phasing Map	2	4	1	48	8				4	67	\$6,983
Task 1.3: Sign Design & Specifications	7	76	6	130	4	52	40	126	16	345	\$53,759
1.3.1: Design Brief	1	2		12						15	\$1,655
1.3.2: Schematic Design Concepts:		18		24				48	4	94	\$10,738
Option 1 (In-person Open House)		8		12	4						\$2,664
Option 2 (Online Open House)		6		12			40	30			\$10,608
1.3.3: Preferred Design	2	22	2	20				32	4	82	\$9,738
1.3.4: Sign Design & Wayfinding Signage Plan	2	8	2	12				16		40	\$4,796
1.3.5: Design Intent	2	12	2	38		52			8	114	\$13,560
Task 2.1: Wayfinding Sign Demonstration Project	2	6	0	6	0	20	0	0	0	34	\$4,400
2.1.1: Submittal Review & Implementation Oversight	2	6		6		20				34	\$4,400
Staff Hours	19	138	10	234	40	72	40	132	20	492	\$82,651
Reimbursable Expenses & Travel											\$850
Project Total	\$3,895	\$18,906	\$1,370	\$22,932	\$3,920	\$9,288	\$5,160	\$15,180	\$2,000		\$83,501

GENERAL NOTES:

* Hours and staff assignments can be adjusted by the consultant as needed to implement the tasks described during the course of the project.

* Hourly rates are for calendar year 2018, and will be adjusted if work is continued into subsequent year(s).

Wilsonville Wayfinding Schedule

2018	March	April	May	June	July	August	September	October	November
Task 1.1: Project Management									
1.1.1: Project Management and Quality Control (ongoing)		.	.	.	.	.	.	.	.
Task 2: Wayfinding Signage Strategy									
1.2.1: Background Review and Inventory	.								
1.2.2: Project Kick-Off, Field Review, & Needs Assessment	#1-KO #2-FG								
1.2.3: Wayfinding Framework	.								
1.2.4: Wayfinding Signage System	.	.							
1.2.5: Route Prioritization for Wayfinding	.	.	.						
1.2.6: Wayfinding Sign Placement Map & Phasing Map				.	.	.	.
Task 1.3: Sign Design & Specifications									
1.3.1: Design Brief	.								
1.3.2: Schematic Design Concepts		.	.	.	.	#3 OH			
1.3.3: Preferred Design				.	.	#4 WS	.	#5 PC	#6 CC
1.3.4: Sign Design & Wayfinding Signage Plan				.	.	.	.	.	.
1.3.5: Design Intent				.	.	.	.	.	.
Task 2.1: Wayfinding Sign Demonstration Project									
2.1.1: Submittal Review & Implementation Oversight								.	.
Optional Tasks									
Map Graphics		.	.	.	.
Installation of Wayfinding Sign Demonstration Project								.	.

Meeting/Workshop	
Task Progress	
Draft Deliverable	
Client review	
Final Deliverable	

Council Meeting - 7 pm - First and third Monday of every month. (5 pm work session)

Planning Commission Meeting - 6 pm - Second Wednesday



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: March 19, 2018	Subject: Resolution No. 2678 Janitorial Services Agreement Staff Member: Delora Kerber, Public Works Director Department: Public Works	
Action Required	Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd 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 Comments:	
Staff Recommendation: Staff recommends that Council adopt the Consent Agenda.		
Recommended Language for Motion: I move to approve the Consent Agenda.		
Project / Issue Relates To: <i>[Identify which goal(s), master plans(s) your issue relates to.]</i>		
<input type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input checked="" type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

Council approval of the Annual Renewal of the Janitorial Services Agreement.

EXECUTIVE SUMMARY:

In 1977, the Oregon Legislature passed the “Products of Disabled Individuals Act” (“Act”), which obligated local governments to purchase goods and services from Qualified Rehabilitation Facilities (QRF) when the product or service is listed on the Department of Administrative Services (DAS) Procurement List and meets the agency’s requirements.

The details of this act are contained in Oregon Revised Statute (ORS) Chapter 279.835 to 279.855 and Janitorial Services is one of the services identified on the DAS Procurement List.

The purpose of the Act is to encourage and assist individuals with disabilities to achieve maximum personal independence through useful and productive gainful employment by assuring an expanded and constant market for sheltered workshop and activity center products and services, thereby enhancing their dignity and capacity for self-support and minimizing their dependence on welfare and need for costly institutionalization.

TVW, Inc. (d/b/a Sustainable Cleaning Solutions) meets the criteria of a Qualified Rehabilitation Facility, as defined in Oregon Administrative Rule 125-055-0005(8).

Price for goods and services provided by Qualified Rehabilitation Facilities is determined by the Department of Administrative Services (DAS) in accordance with OAR 125-055-0030 and DAS has final approval of price determination. The City received price approval from DAS on January 30, 2018.

EXPECTED RESULTS:

This Janitorial Services Agreement contract ensures the City is in compliance with the Act while providing cleaning services to City buildings.

TIMELINE:

This contract for Janitorial Services is for a one (1) year period and upon a 30-day written notice can be terminated by the City. The City is entering into a one (1) year contract in order to assess whether TVW, Inc. can properly provide the City’s needed janitorial services. If TVW, Inc. does not provide janitorial services pursuant to the Janitorial Services Agreement, the City may opt out of receiving janitorial services from a QRF, as allowed under ORS 279.850(2)(b) and OAR 125-055-0040.

CURRENT YEAR BUDGET IMPACTS:

The annual cost for the Janitorial Services is \$186,303.00. This cost is spread across all of the City departments and is included in the annual budget.

FINANCIAL REVIEW / COMMENTS:

Reviewed by: SCole Date: 3/8/2018

LEGAL REVIEW / COMMENT:

Reviewed by: A. Guile-Hinman Date: 3/13/2018

As stated above, if TVW, Inc. does not provide janitorial services pursuant to the Janitorial Services Agreement, the City may opt out of receiving janitorial services from a QRF, as allowed under ORS 279.850(2)(b) and OAR 125-055-0040. The City has already been in contact with the Oregon Department of Administrative Services QRF Coordinator regarding this.

COMMUNITY INVOLVEMENT PROCESS:

No public outreach was done for this contract.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

The mission of a Qualified Rehabilitation Facility (QRF) is to provide or facilitate employment related services to individuals with disabilities, enabling them to maximize their opportunities for employment.

ALTERNATIVES:

N/A

CITY MANAGER COMMENT:

N/A

ATTACHMENT:

A. Resolution No. 2678 with Janitorial Services Agreement

RESOLUTION NO. 2678

A RESOLUTION OF THE CITY OF WILSONVILLE APPROVING AN AGREEMENT WITH TWV, INC. (D/B/A SUSTAINABLE CLEANING SYSTEMS) FOR THE PROJECT KNOWN AS JANITORIAL SERVICES.

WHEREAS, the City requires janitorial services for City facilities located throughout the City; and

WHEREAS, the City is obligated to comply with Oregon Revised Statutes (ORS) 279.835 *et seq.* and related Oregon Administrative Rules (OAR) to purchase goods and services from a Qualified Rehabilitation Facility (QRF); and

WHEREAS, TVW, Inc. (d/b/a Sustainable Cleaning Systems) (“Contractor”) represents that Contractor is qualified to perform the services described herein on the basis of experience and technical knowledge; and

WHEREAS, in accordance with OAR 125-055-0030, the Department of Administrative Services determines the reasonable and adequate price for QRF products and services; and

WHEREAS, Contractor is a Qualified Rehabilitation Facility pursuant to OAR 125-055-0005(8); and

WHEREAS, the proposed price has been approved by the Department of Administrative Services; and

WHEREAS, Contractor is prepared to provide such services, as the City does hereinafter require, under terms and conditions hereinafter described; and

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

1. The Wilsonville City Council hereby approves and authorizes the City Manager to execute on behalf of the City of Wilsonville the Agreement with TVW, Inc., a qualified Rehabilitation Facility, pursuant to ORS 279.835 *et seq.*, for the Janitorial Services project, in substantially similar form to Exhibit 1 attached hereto.
2. Term of the Contract Agreement is for a one-year period ending March 31, 2019.
3. Contract payment is a fixed annual cost of \$186,303.00.
4. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 19th day of March 2018, and filed with the Wilsonville City Recorder this date.

Tim Knapp, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Starr

Councilor Stevens

Councilor Lehan

Councilor Akervall

Attachment:

Janitorial Services Agreement

CITY OF WILSONVILLE JANITORIAL SERVICES CONTRACT

This Janitorial Services Contract (“Contract”) is made and entered into effective the 1st day of April 2018 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **TVW, Inc.**, a domestic non-profit corporation, doing business as **Sustainable Cleaning Systems** (hereinafter referred to as “Contractor”).

RECITALS

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

WHEREAS, Contractor represents that Contractor is qualified to perform the services described herein on the basis of specialized experience and technical expertise and that Contractor is and will at all times during the term of this Contract remain a Qualified Rehabilitation Facility pursuant to ORS 279.835 et seq. and OAR 125-055-0005 et seq.; and

WHEREAS, Contractor is prepared to provide such services, as the City does hereinafter require; and

WHEREAS, this Contract is subject to the Products of Disabled Individuals Act (“PDIA”);

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 janitorial services more particularly described in the Scope of Work attached hereto as **Exhibit A** and incorporated by reference herein (“Work”). Contractor shall diligently perform the Work according to the requirements and cleaning frequency identified in the Scope of Work.

Section 2. Contract Term

The term of this Contract shall be for a period of one (1) year, from the Effective Date through March 31, 2019, but may be terminated by the City, upon the giving of thirty (30) days’ written notice, if the City, in its sole determination, finds that the Contractor is not satisfactorily performing this Contract.

Section 3. Contract Sum and Payment Terms

3.1. Except as otherwise set forth in this **Section 3**, the City agrees to pay Contractor the fixed price of ONE HUNDRED EIGHTY-SIX THOUSAND THREE HUNDRED THREE DOLLARS (\$186,303) for performance of the Work (“Contract Sum”). Any compensation in excess of the Contract Sum will require express written agreement between the City and Contractor, as more particularly set forth in **Section 4**. Contractor’s Contract Sum is all inclusive and includes, but is not limited to, all work-related costs, including but not limited to janitorial supplies (except as specifically set forth in **Section 4** as being provided by the City), 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.

3.2. Contractor will be paid for Work in arrears, on a once monthly basis, for Work completed during the previous month, and within thirty (30) days of receipt of a detailed invoice of Work performed. Each invoice shall include adequate detail to identify the services provided. Upon completion of each month’s janitorial cycle, Contractor shall submit a statement to the City showing the following information: date of services, location of services, and cost of services per location. Contractor will not be paid for any Work beyond the Contract Sum unless such additional Work is preapproved and authorized, in writing, by the City’s Project Manager, as required under **Section 4**. If the City disputes adequate performance of all of the required Work, it will pay only that portion of the invoice not in dispute until the dispute is resolved. 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.

Section 4. Scope of Work and Supplies

4.1. Contractor will perform the Scope of Work, more particularly described on **Exhibit A**, as such Scope of Work may be reasonably amended from time to time by the City, in accordance with the requirements of this Contract. In order to change the Scope of Work, both the City and the Contractor must complete and sign the Additional Services Request Order (“Additional Work Form”), attached hereto as **Exhibit B** and incorporated by reference herein, before any such additional Work is deemed authorized. No additional Work will be paid for without a completed and signed Additional Work Form. Contractor will furnish all cleaning supplies and labor required thereby. The City will furnish all paper products used for the bathrooms, including toilet paper, paper towels, toilet seat covers, and tissues, as stated in **Exhibit A**.

4.2. Contractor will provide the City with a listing of all cleaning agents and chemicals it intends to use on City property, as well as the Safety Data Sheets for all such products, as referenced in **Exhibit A**. The City shall have the right to reject the use of any chemical or product. The City strongly encourages the use of earth friendly and non-toxic or less toxic cleaning supplies.

4.3. Contractor must at all times comply with all security criteria set forth in the Scope of Work, both in the performance of the Work and in the selection of employees and supervisors assigned to perform the Work, as more particularly set forth in the Scope of Work.

Section 5. Project Managers

The City's Project Manager is Matt Baker. Contractor's Project Manager is Allen Bethel and his Alternate Project Manager is Samantha Skuehl. The City is authorized to treat them both as the assigned Project Managers. In the event that either of Contractor's designated Project Managers is changed, Contractor shall give the City prompt written notification of such redesignation. Contractor's Project Manager shall 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 designated Project Manager, the City may request verification by Contractor's Project Manager, which verification must be promptly furnished. Either Project Manager may be reached at any time by calling the following 7-days a week, 24-hours a day, emergency telephone numbers: 503-720-5864 for Allen, and 503-953-0627 for Samantha.

Contractor shall be required to maintain an office, which shall be provided with telephones and such personnel as may be necessary to take care of complaints, to receive orders for additional services or to receive any other instruction. Responsible management or supervisory persons shall be accessible at or through the office so as to assure the required performance under the Contract. When the office is closed, a telephone answering service shall be in operation to receive messages.

Section 6. Subcontractors and Assignments

Contractor shall not subcontract with others for any of the Work prescribed herein. Contractor shall not assign any of Contractor's rights acquired hereunder without obtaining prior written approval from the City. 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.

Section 7. Contractor Is Independent Contractor

Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the Contract Sum provided for under **Section 3** 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. Contractor hereby represents that no subcontractors will be used on the Project.

Section 8. Contractor Responsibilities

8.1. Contractor must comply with all applicable Oregon and federal wage and hour laws. 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, Industrial Accident Fund contributions, and all other charges on account of any employees. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

8.2. Contractor must maintain a City of Wilsonville or Metro business license at all times while performing this Contract.

8.3. Contractor must maintain its status as a Qualified Rehabilitation Facilities (“QRF”) Contractor at all times during this Contract.

8.4. No person shall be discriminated against by Contractor 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.

8.5. 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. If Contractor 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 Contractor under this Contract. The City may also recover any such amounts directly from Contractor.

8.6. 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 or collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing payment for such service.

8.7. 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:

8.7.1. 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

8.7.2. 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

8.7.3. All work performed on the days specified in ORS 279B.020(1)(b) for public contracts.

8.8. 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.

8.9. The hourly rate of wage to be paid by any Contractor 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.

8.10. Contractor, and all employers working under the Contract, are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017 unless otherwise exempt under ORS 656.126.

8.11. In the performance of this Contract, Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources (and avoidance of natural resource damages) in the performance of the Contract. All cleaning products used in the performance of this Contract shall be used in accordance with safety directions and must be properly disposed of in accordance with all laws. If new or amended statutes, ordinances, 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 or regulations dealing with the preservation of the environment.

8.12. Contractor shall take all precautions necessary for the safety and prevention of damage to property on or adjacent to the work areas; and for the safety of and prevention of injury to persons, including the City's employees, Contractor's employees, and third persons. 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 and expense.

8.13. 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 suppliers.

8.14. In the event of lost keys or access cards, Contractor shall bear the cost to re-key all locks associated with that facility. The City will coordinate re-keying with the City Representative and deduct said charges from the next monthly payment.

8.15. Contractor shall be responsible for all miscellaneous and incidental costs associated with janitorial services for the City of Wilsonville's facilities.

Section 9. Indemnity and Insurance

9.1. 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 9.2**. 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.

9.2. 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 Work not meeting this standard without additional compensation. Contractor's re-performance of any Work, 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.

9.3. 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. 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:

9.3.1. Commercial General Liability Insurance. Contractor shall obtain, at Contractor's 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.

9.3.2. Professional Errors and Omissions Coverage. Contractor agrees to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the work hereunder with a limit of no less than **\$1,000,000** per claim. Contractor shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Contractor. Such policy shall have a retroactive date effective before the commencement of any work by Contractor on the Work covered by this Contract, and coverage will remain in force for a period of at least three (3) years thereafter.

9.3.3. Business Automobile Liability Insurance. If Contractor will be using a motor vehicle in the performance of the Work herein, Contractor shall provide the City a certificate indicating that Contractor has 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**.

9.3.4. Workers Compensation Insurance. Contractor 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.

9.3.5. Insurance Carrier Rating. Coverages provided by Contractor 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.

9.3.6. Additional Insured & Termination Endorsements. Additional Insured coverage under Contractor's Commercial General Liability, Automobile Liability, and Excess Liability Policy(ies), 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.

9.3.7. 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.

9.4. 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 10. Personnel

10.1. Contractor is expected to use prudent judgment in the selection of a work force. Proven judgment, integrity, work habits, and skill proficiency are essential employee requirements.

10.2. Contractor shall conduct a security clearance on all personnel. Contractor shall not assign to any facility an employee who has been convicted of any felonies, or misdemeanors that reflect negatively upon the honesty, reliability, general trustworthiness, or prudent judgment of the employee. There will be no exceptions and no substitutions of personnel without prior security clearance checks. The City reserves the right to conduct additional security clearance on any or all janitorial personnel that have access to City facilities.

10.3. Contractor shall have all employees working in City facilities fingerprinted within ten (10) days from the start of the contract. Each employee will also have passed a complete background check, a drug test, and must not have any felony convictions. The City must receive written verification of clearance for any employee with access and entry into the facilities PRIOR to the start of Work.

10.4. Notwithstanding the foregoing, the City shall have the right at any time to refuse access to any City-owned facility, premises, or systems to any employee, subcontractor, or agent of Contractor where the City determines, in its sole discretion, such person or entity poses a risk to the City, or any person, system, or asset associated with the City.

10.5. Contractor will provide the City with immediate notification of terminated employees and is responsible to retrieve terminated employees' keys and electronic key cards.

10.6. Contractor agrees to abide by all federal, state, and local laws, rules, and regulations prohibiting discrimination in employment and controlling workplace safety. Contractor agrees that in performing the Work hereunder, that it will meet all regulations in safety as required by OSHA. Contractor further agrees that it will bring to the attention of the City's Project Manager all conditions on the job site or contained within the specifications that appear to be in violation of the provisions of OSHA. Any violations of applicable laws, rules, and regulations may result in termination of the Contract.

10.7. Contractor's employees shall not be accompanied or assisted by non-employees during work shifts (including their own children).

10.8. Contractor shall provide a roster of employees for the City to review. It shall be an accurate, typed roster of all management and janitorial work force personnel who have any relationship with the Work to be performed at any of the facilities. The roster shall be submitted each month before Work commences, updated by Contractor to reflect any personnel changes. If there are no personnel changes from month to month, then written notification to the City's Project Manager will suffice.

10.9. In the interest of safety, Contractor's supervisors must be able to communicate in English, both orally and in writing.

10.10. Contractor shall provide visible identification of its employees. Contractor-supplied picture ID badges and company uniforms shall be worn and displayed at all times Contractor's employees are in City facilities. Contractor's employees shall be clean and neat at all times when performing services to City facilities.

Section 11. Security Bonds

Contractor shall ensure that all employees who are working in the City's facilities are bonded and insured. Contractor shall perform a criminal background check on all personnel assigned to work in the facilities and shall not allow any personnel who have been convicted of any felony or crime involving theft or dishonesty to work in the City's facilities. Contractor will be fully responsible for ensuring that all personnel assigned to work on this Contract cause no harm to City personnel or property and, if such harm occurs, shall be fully liable therefor.

Section 12. Early Termination; Default

12.1. This Contract may be terminated for convenience at any time by the City upon the giving of thirty (30) days' written notice. Upon such termination, Contractor will be paid to complete any Work in process and, thereafter, this Contract shall be deemed terminated.

12.2. This Contract may be terminated prior to the expiration of the agreed upon terms by the City if Contractor breaches this Contract and fails to immediately cure the breach within one (1) business day of receipt of written notice of the breach from the City.

12.3. 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 one (1) business day to cure the default. If Contractor notifies the City that it cannot, in good faith, do so within the one (1) business 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.

Section 13. 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.

Section 14. 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 audits, 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 Contract.

Contractor shall maintain records to assure conformance with the terms and conditions of this Contract, and to assure adequate performance and accurate expenditures within the Contract period. Contractor agrees to permit the City, the State of Oregon, the federal government, or their duly authorized representatives, to audit all records pertaining to this Contract to assure the accurate expenditure of funds.

Section 15. 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: Matt Baker
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Contractor: TVW, Inc.
Attn: Josh Bearman, Executive Director
6615 SE Alexander Street
Hillsboro, OR 97123

Section 16. Miscellaneous Provisions

16.1. Integration. This Contract, 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 Contract shall control.

16.2. 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.

16.3. 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.

16.4. Adherence to Law. Contractor 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 Contractor is required by law to obtain or maintain in order to perform the Work described in this Contract shall be obtained and maintained throughout the term of this Contract.

16.5. Governing Law. This Contract shall be construed in accordance with and governed by the laws of the State of Oregon. All contractual provisions required by ORS Chapters 279A and 279B to be included in public agreements are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein.

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

16.7. 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.

16.8. 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.

16.9. 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.

16.10. Modification. This Contract may not be modified except by written instrument executed by Contractor and the City.

16.11. Time of the Essence. Time is expressly made of the essence in the performance of this Contract.

16.12. 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.

16.13. 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.

16.14. 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.

16.15. 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."

16.16. 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.

16.17. 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.

16.18. 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.

16.19. 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.

16.20. 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:

TVW, INC.,
an Oregon non-profit corporation

By: _____

Print Name: _____

As Its: _____

Employer I.D. No. 93-6050200

CITY:

CITY OF WILSONVILLE,
an Oregon municipal corporation

By: _____

Print Name: _____

As Its: _____

APPROVED AS TO FORM:

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

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EXHIBIT A

CITY OF WILSONVILLE JANITORIAL SERVICE CONTRACT SCOPE OF WORK

GENERAL

Contractor shall perform all work and furnish all tools, materials, and equipment in order to provide all necessary janitorial services consistent with the accepted practices for other similar services, performed to the City's satisfaction, within the time period prescribed by the City, and pursuant to the direction of the City's Project Manager. Contractor assumes the risk of all conditions foreseen or unforeseen and agrees to continue to perform the work described in this contract without additional compensation. These corrections shall not give rise to a claim for additional compensation or allow substantial variance from the agreed schedule.

The facilities shall be maintained in a neat, clean, orderly, and first-class condition consistent with the Cleaning Performance Standards set forth in this **Exhibit A**. Services outlined are to be considered 'minimum requirements' and in no instance are they to limit the level of cleanliness in any facility.

Contractor shall furnish all equipment, materials, and services necessary to perform the janitorial duties consistent with the frequencies specified in the Building Cleaning Tasks and Schedule set forth in this **Exhibit A**.

Cleaning shall occur after normal hours of operation, as listed below.

NATURE AND EXTENT OF SERVICES

There are nine (9) City facilities at various locations throughout the City of Wilsonville where janitorial services are required on a regularly scheduled basis to coincide with days of operation outlined in the facility descriptions below. City facilities operate five (5) to seven (7) days a week, twelve (12) to twenty-four (24) hours per day. With the exception of facilities that operate twenty-four (24) hours per day, janitorial services are to be accomplished during **non-working hours** at each location. Contractor shall be on call for Hazardous Material (blood and bodily fluids) clean-up on a twenty-four (24) hour basis. Response time to the affected location must be within one (1) hour of call out.

FACILITY DESCRIPTIONS

NOTE: ALL SQUARE FOOTAGES ARE APPROXIMATE; CONTRACTOR SHALL VERIFY DIMENSIONS TO ITS SATISFACTION PRIOR TO SUBMITTING PROPOSAL.

1. City Hall: 29799 SW Town Center Loop East, Wilsonville - two-story building consisting of approximately 30,000 square feet of carpeted area and hard surface floors. Janitorial services shall be performed five (5) times per week, Monday through Friday. Normal hours of operation are Monday - Friday, 7:00 am - 11:00 pm.

2. Community Center: 7965 SW Wilsonville Road, Wilsonville - one-story building consisting of approximately 8,622 square feet of carpeted area and hard surface floors. Janitorial services shall be

performed six (6) times per week, Sunday through Friday. There will be twenty (20) weeks throughout the year that will require an additional seventh cleaning for that week, on Saturday, in which the Contractor will be given no less than seven (7) days' notice to assemble a crew to perform normal janitorial services for that specified day. Normal hours of operation are Monday - Friday, 7:00 am - 11:00 pm.

3. Library: 8200 SW Wilsonville Road, Wilsonville – one-story building consisting of approximately 29,000 square feet of carpeted area and hard surface floors. Janitorial services shall be performed seven (7) times per week. Cleanings on Sundays will be focused only on emptying all trash receptacles and cleaning the restrooms. Normal hours of operation are Monday - Saturday, 9:00 am – 9:00 pm, and Sunday from 1:00 pm – 6:00 pm.

4. Public Works / Police: 30000 SW Town Center Loop East, Wilsonville – two-story building consisting of approximately 8,000 square feet of carpeted area and hard surface floors. Janitorial services shall be performed five (5) times per week, Monday through Friday. Normal hours of operation are Monday - Friday, 6:00 am - 6:00 pm.

5. Parks and Recreation: 29600 SW Park Place, Wilsonville – one-story building consisting of approximately 4,300 square feet of carpeted area and hard surface floors. Janitorial services shall be performed five (5) times per week, Monday through Friday. Normal hours of operation are Monday – Friday, 7:00 am – 9:00 pm.

6. SMART/WES Operators Break Building: 9699 SW Barber Street, Wilsonville – one-story building consisting of 880 square feet of hard surface floors. Janitorial services shall be performed five (5) times per week, Monday through Friday. Normal hours of operation are Monday - Friday, 7:00 am - 7:00 pm.

7. Tauchman House: 31240 SW Boones Ferry Road, Wilsonville – 1,020 square feet of hardwood floor and laminate. Janitorial services shall be performed one (1) time per week, any day of the week as long as it stays consistent. Normal hours of operation are Monday – Friday, 7:00 am to 7:00 pm.

8. Three Bay Modular: 7934 Memorial Drive, Wilsonville - 120 square foot locker room and shower. Janitorial services shall be performed one (1) time per week, any day of the week as long as it stays consistent. Normal hours of operation are Monday – Friday, 7:00 am to 5:00 pm.

9. Transit/Fleet: 28879 Boberg Road, Wilsonville – one-story building consisting of approximately 3,735 square feet of carpeted area and hard surface floors. Janitorial services shall be performed five (5) times per week, Monday through Friday. Normal hours of operation are Monday – Friday, 7:00 am – 7:00 pm.

CONTRACTOR SUPERVISION

Contractor shall provide an onsite lead worker for each cleaning crew. Aside from leading the crew on a day-to-day basis, the lead worker will be responsible for performing on-site quality inspections and ensuring that all work being performed is compliant with the Cleaning Performance Standards.

Incompetent, careless, or negligent employees or agents shall be promptly discharged or removed from performing work on the City's project by Contractor upon written request by the City. Failure to comply with such request is sufficient grounds for termination of the contract.

INSPECTION BY CITY'S PROJECT MANAGER

All required services shall be subject to inspection at any time by the City's Project Manager. Contractor, or Contractor's Project Manager, will accompany the City's Project Manager on said inspection. The City will coordinate the day, location, and time of the inspection.

If any such services are found to be unsatisfactory and/or not in accordance with the Cleaning Performance Standards or Building Cleaning Tasks and Schedule, the City shall notify Contractor, and Contractor shall take immediate steps for corrective action, at no additional cost to the City.

CONTRACTOR SUPPLIED ITEMS

All labor, janitorial tools, equipment, machines, including but not limited to commercial grade carpet vacuum and accessories, and supplies, except those items identified under City Supplied Items, necessary for the performance of daily, weekly, monthly, and quarterly janitorial services shall be furnished by Contractor at no expense or further cost to the City.

The City of Wilsonville requires that current Safety Data Sheets (SDS) be submitted to the City's Project Manager for all chemicals being used on-site in all City facilities. These sheets, and the products, shall be kept up to date, and properly labeled, in the area designated by the City. No product shall be used in City facilities until the SDS information has been reviewed and approved by the City's Project Manager.

All cleaning products used by Contractor must be certified by either Green Seal or Eco Logo and are listed on their respective websites:

<http://www.greenseal.org/FindGreenSealProductsAndServices.aspx> and

<https://industries.ul.com/environment/certificationvalidation-marks/ecologo-product-certification>.

CITY SUPPLIED ITEMS

The City will supply all paper products, including paper towels, toilet paper, toilet seat covers, tissues, etc. The City will supply dispenser hand soaps and hand sanitizer. The City will supply feminine products and scented aerosol refills. Contractor will order all such supplies from the City-designated vendor, and the vendor will provide the City with a detailed invoice, which the City will pay. Contractor must make a separate supply order for each building and have corresponding invoices, so the City can correctly code the supplies for each building.

JANITORIAL LOGS

The City will establish a janitorial communication log at each City facility/work site to be cleaned, to be reviewed by janitorial staff daily. The Janitorial Log will be used to note performance issues that the City would like to see corrected. Janitorial staff shall acknowledge, in writing, each entry made by City personnel and how it has been resolved or, if not resolved, that it has been forwarded to Contractor's Project Manager for discussion with the City's Project Manager. The Janitorial Log shall remain in the City's designated area at each facility. Additional comments/notes/requests/instructions may be communicated to Contractor's Project Manager by the City's Project Manager via email, as needed.

CLEANING PERFORMANCE STANDARDS

Contractor shall maintain the Cleaning Performance Standards outlined below for all facilities. The Cleaning Performance Standards represent a high level of cleanliness that defines the 'minimum' level of service. If portions of the Cleaning Performance Standards appear to reduce the service level required by another portion, Contractor shall use the higher standard.

The Building Cleaning Tasks and Schedule (below) identifies routine tasks and their **minimum** required occurrence; if additional tasks or frequencies are necessary to meet these standards, they shall be performed by Contractor without additional cost.

Interior finishes are to be cleaned and maintained per manufacturers' product specifications.

Equipment and Cleaning Products: The City expects Contractor to be familiar with, and have access to, all equipment necessary and appropriate to perform tasks. All equipment shall be maintained in good working condition and repair, and operate at the original manufacturer's specifications.

Floor Care: Carpeted areas shall be thoroughly vacuumed every scheduled cleaning day, including under desks and tables, and must be free of loose dirt and debris, not spot-vacuumed. Report all spots and stains. This includes all portions of all carpeted areas. All mats shall be visibly free of loose dirt and debris. Report all spots and stains. Hard surface floors shall be visibly free of loose dirt, debris, spots, and stains and shall consistently have a clear and shiny appearance. Use of disinfectant products is further required on hard surface floors.

Waste Material: All waste receptacles shall be emptied, cleaned, and lined. Waste material shall be removed daily, and waste material will be placed in an area that has been designated by the City.

Recyclable Material: Recyclable material shall be emptied as needed, and recyclable material will be placed in an area that has been designated by the City.

Dusting: All interior surfaces seven (7) feet height and below, without exception, shall remain free of cobwebs, dirt, and/or accumulation of any kind of dust or debris.

Restrooms, Showers, and Locker Rooms: All restrooms, showers, and locker rooms shall be disinfected, odor-free, and spotless. No stains, mineral deposits, soap scum around drains, or other build-ups are acceptable on any surface. All furnishings and fixtures shall be clean, bright, and shiny.

Doors, Knobs, Jambs, Walls, Finished Molding, and Elevators Below Seven (7) Feet: Surfaces shall be clean and polished, and free of dirt, smudges, or any other marks.

Furniture: All upholstered furniture and partitions shall be visibly free of loose dirt and debris. Report all spots and stains. Tabletops shall be disinfected, clean, and spot-free. Chair and table legs shall be clean and dust-free.

Special Considerations: Contractor to check and acknowledge entries in Janitorial Logs daily.

Contractor shall advise the City's Project Manager within twenty-four (24) hours of any irregularities noted during servicing (i.e., defective plumbing fixtures, burned-out lights, graffiti that cannot be removed, security issues, etc.).

All areas assigned to janitorial functions (i.e., janitorial closets, storage rooms, etc.) are to be maintained in a neat and orderly fashion, and Contractor shall adhere to regulatory codes at all times (i.e., areas in front of electrical distribution panels, fire risers, personal or emergency exits, hot water heaters, etc. shall be clear of all obstructions).

QUALITY ASSURANCE

In addition to the requirement of daily checking of the Janitorial Logs, as provided above, to ensure compliance with the Scope of Work, Contractor shall have its lead worker perform on-site quality inspections a minimum of three (3) times per week. Contractor's lead worker will complete Contractor's written quality assurance form no less than twice per month for each location cleaned, to be turned into Contractor's Project Manager.

Contractor's supervisor shall inspect all locations no less than twice monthly and complete Contractor's written quality assurance form, which shall be made available to the City's Project Manager.

Contractor's Project Manager/Managers or assigned quality assurance person will conduct random written quality inspections no less than three (3) times per year, which shall be made available to the City's Project Manager.

In addition, every three (3) months, Contractor's Project Manager and the City's Project Manager shall have a joint walk-through quality inspection meeting. Completion of the Building Cleaning Tasks list and adherence to the Cleaning Performance Standards will be addressed during the quarterly meeting.

BUILDING CLEANING TASKS AND SCHEDULE	DAILY	WEEKLY	MONTHLY	QUARTERLY
GENERAL PRIVATE OFFICES, CONFERENCE ROOMS, LOBBY, PUBLIC CORRIDORS, STAIRWELLS, ELEVATORS, ETC.				
Empty and damp wipe all waste receptacles; replace liners as needed	x			
Transport trash to designated area identified by the City's Project Manager	x			
Transport recycle material to designated area identified by the City's Project Manager	x			
Clean and sanitize drinking fountains	x			
Clean and disinfect all conference room furniture and public counters, including copy/mail room	x			
Clean reception lobby glass, including front doors and other interior re-lights	x			
Vacuum all carpeted areas	x			
Dust mop all hard surface floors, including corners and hard to reach areas	x			
Spot clean all carpet spots and spills using extractor or spotting agent		x		
Damp wipe elevator floor tracks		x		
Dust all furniture, including desks, chairs, base of chairs, tables, filing cabinets, bookcases, and shelves		x		
Damp wipe entire desktop {if cleared}		x		
Empty and clean exterior ashtrays and trash receptacles in or near exterior doors		x		
Damp wipe doors, lever handles, frames, light switches, kick plates, and railings		x		
Empty and clean four urns at Transit		x		
Damp mop all hard surface floors		x		
Detail vacuum and edge all carpeted areas		x		
Dust and vacuum around and behind office equipment			x	
Vacuum ceiling and wall air grills			x	
Remove dust and cobwebs from ceiling areas			x	
Damp wipe venetian blinds			x	
Detail vacuum and spot clean all upholstered furniture, including partitions			x	
Damp wipe all low reach window sills, baseboards, moldings, and ledges			x	
Dust and remove debris and insects from all ceiling light fixtures				x
RESTROOM/SHOWER				
Clean, disinfect, and polish countertops, cabinetry, lockers, partitions, and fixtures, including toilet bowls, toilet seats, urinals, sinks, and all chrome fittings	x			
Clean and polish glass and mirrors	x			
Empty and damp wipe all containers and disposals; replace liners as needed	x			
Remove spots, stains, and splashes on walls adjacent to sinks, toilets, and urinals	x			
Clean, polish, and refill all dispensers: napkins, soap, towels, toilet seat liners, toilet paper, etc.	x			
Flush toilet bowls and urinals with chemicals ①	x			
Detail mop with disinfectant cleaner all hard surface floors	x			
Damp wipe doors, frames, light switches, kick plates, and railings		x		

	DAILY	WEEKLY	MONTHLY	QUARTERLY
Vacuum ceiling and wall air grills			x	
Buff and wax all hard surface floors to maintain high gloss finish			x	
Damp wipe low reach areas, including baseboards, ledges, and moldings			x	
LUNCH ROOM				
Clean and sanitize tables, counters, appliance exteriors, and chairs	x			
Clean, polish, and refill all dispensers: soap, etc.	x			
Empty and damp wipe all waste receptacles; replace liners as needed	x			
Detail mop with disinfectant cleaner all hard surface floors	x			
Clean, sanitize, and polish all sinks	x			
Damp wipe doors, frames, light switches, kick plates, and railings		x		
Damp wipe low reach areas, including baseboards, ledges, moldings, and pipes			x	
Buff and wax all hard surface floors to maintain high gloss finish			x	
MISCELLANEOUS				
Vacuum entrance mats and all other mats; clean floor under mats as noted in sections above	x			
Check logbook for instructions and cleaning problems	x			
Note in logbook any irregularities {defective lights, plumbing, etc.}	x			
Note in logbook any needed supplies	x			
Maintain neat and orderly janitorial supply closet	x			
Turn off lights and lock all doors and windows	x			
Report any security problems	x			

❶ CHEMICALS MUST BE APPROVED BY THE CITY OF WILSONVILLE

ADDITIONAL REQUIREMENTS

- Do not operate or adjust the setting of any of the heating, ventilating, or air conditioning system(s)
- Learn and carefully operate building security systems according to instructions, if necessary
- Order needed supplies through the City's Project Manager (allow three days for delivery)
- Use designated closets and areas for storage of equipment and supplies; areas shall be kept clean and orderly
- Do not permit visitors of any kind inside buildings at any time
- Repair/replace, at Contractor's cost, any furnishings or fixtures damaged by Contractor's employees
- Turn in lost and found articles to Facilities Supervisor within 24 hours
- Interior finishes are to be cleaned and maintained per manufacturers' specifications

EXHIBIT B
ADDITIONAL SERVICES REQUEST ORDER

SPECIAL SERVICE DESCRIPTION:

COST FOR SPECIAL SERVICE:

CONTRACTOR:

TVW, INC.,
an Oregon non-profit corporation

By: _____

Print Name: _____

As Its: _____

CITY:

CITY OF WILSONVILLE,
an Oregon municipal corporation

By: _____

Print Name: _____

As Its: _____



**CITY COUNCIL MEETING
STAFF REPORT**

<p>Meeting Date: March 19, 2018</p>	<p>Subject: Resolution No. 2681 Approval of Tourism Advertising and Marketing Services Professional Services Agreement.</p> <p>Staff Member: Mark Ottenad, Public/Government Affairs Director</p> <p>Departments: Administration</p>
<p>Action Required</p> <p><input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1st Reading Date: <input type="checkbox"/> Ordinance 2nd Reading Date: <input checked="" type="checkbox"/> Resolution Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda</p>	<p>Advisory Board/Commission Recommendation</p> <p><input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable</p> <p>Comments: The City Council approved the Scope of Work that is incorporated into the attached Professional Services Agreement on February 22, 2018 as part of the Tourism Promotion Marketing Plan.</p>
<p>Staff Recommendations: Staff recommends that Council adopt the Consent Agenda.</p>	
<p>Recommended Language for Motion: I move to approve the Consent Agenda.</p>	
<p>PROJECT / ISSUE RELATES TO:</p>	
<p><input checked="" type="checkbox"/> Council Goals/Priorities <input checked="" type="checkbox"/> Adopted Master Plan(s) <input type="checkbox"/> Not Applicable</p>	

ISSUE BEFORE COUNCIL:

Whether to approve a tourism marketing professional services agreement with Vertigo Marketing LLC.

EXECUTIVE SUMMARY:

The resolution advances the City’s *Tourism Development Strategy* by contracting with Vertigo Marketing, LLC to implement Council-directed tourism promotion marketing objectives. In June 2017, the City Council adopted the *FY 2017/18 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy*.

This “One-Year/Five-Year Action/Implementation Plan” specifically called for obtaining the professional services of a Tourism Development and Operations Consultant to develop a tourism branding strategy and to advance a business and marketing plan with a focus on Wilsonville tourism branding, marketing and online/Internet website products and processes. The Plan also called for the Tourism Development and Operations Consultant to undertake a Visitor Profile Study, among other efforts.

BACKGROUND INFORMATION:

The City undertook a Request for Proposals (RFP) process in summer 2017 to obtain the professional services of a Tourism Development and Operations Consultant to develop the tourism marketing promotion plan, which is composed of 1) a general, overarching “Marketing Playbook” Plan and 2) a specific set of advertising and marketing promotional deliverables for print, online and social media formats. The successful proposer for the Tourism Development and Operations Consultant was Vertigo Marketing, LLC of Bend, which has also worked extensively on tourism promotion with *Visit Bend* and *Visit Port Angeles*, among other cities.

Working from August 2017 through January 2018 with the Tourism Promotion Committee, the Tourism Development and Operations Consultant, Vertigo Marketing, developed the “Marketing Playbook” Plan, which was approved by the Committee on January 30, 2018. 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.

Vertigo Marketing also developed the 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 by City Council on February 22, 2018, through Resolution No. 2669. The RFP process contemplated the Tourism Development and Operations Consultant would undertake implementation of the marketing plan developed by the Consultant. The initial contract with Vertigo Marketing only covered the first portion of the work stated in the RFP that is, developing the marketing plan.

Now that Council adopted the Tourism Promotion Marketing Plan, staff have negotiated with Vertigo Marketing regarding the second phase of the work contemplated in the RFP, which implements the Tourism Promotion Marketing Plan.

EXPECTED RESULTS:

Adoption of the resolution advances the Council-approved FY17/18 and FY18/19 Tourism Marketing Promotion Plan, which is expected to provide a consistent tourism branding campaign, enhance tourism-related marketing promotion for Wilsonville in out-of-area markets and ultimately to increase overnight lodging stays/room-rates and subsequently transient lodging tax revenue to the City.

TIMELINE:

Implementation of the Tourism Marketing Promotion Plan covers the remainder of the FY17/18 and carries through the following fiscal year FY18/19.

CURRENT YEAR BUDGET IMPACTS:

The City's FY 17/18 Budget dedicates fifty percent of anticipated transient lodging tax revenues to tourism, for a total of \$200,000 budgeted. The proposed Tourism Promotion Marketing Plan covers two fiscal years, the current FY17/18 and next year's FY18/19. The current year budget is adequate for the tasks outlined to occur in FY 17/18. As the budget is developed for FY18/19, the needs of this Marketing Plan will be included.

FINANCIAL REVIEW / COMMENTS:

Reviewed by: SCole Date: 3/9/2018

LEGAL REVIEW / COMMENT:

Reviewed by: A. Guile-Hinman Date: 3/13/2018

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 two annual business plans, adopted by Council, that have been advertised to the community.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Potential benefits to the community included increased awareness of Wilsonville as a viable tourism destination, development of better visitor services and new revenues to local businesses and the City.

ALTERNATIVES:

N/A

CITY MANAGER COMMENT:

Adoption of Resolution No. 2681 advances Council prior action on February 22, 2018, approving Tourism Promotion Marketing Plan under Resolution No. 2669.

ATTACHMENT:

A. Resolution No. 2681, A Resolution of the City of Wilsonville Approving a Professional Services Agreement with Vertigo Marketing, LLC to Implement the Tourism Promotion Marketing Plan.

RESOLUTION NO. 2681

A RESOLUTION OF THE CITY OF WILSONVILLE APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH VERTIGO MARKETING, LLC TO IMPLEMENT THE FY17/18 & 18/19 TOURISM PROMOTION MARKETING PLAN.

WHEREAS, the City Council adopted, on May 5, 2014, 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 June 19, 2017, the second annual *FY 2017/18 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy* (“Plan”), that called for:

Developing the tourism promotion program organizational framework and staffing resource by acquiring the professional services of a Tourism Development and Operations Consultant contractor to advance the Strategy and the Plan.

Advancing tourism promotion marketing by working with the Tourism Development and Operations Consultant contractor to develop a tourism branding strategy and a marketing promotion plan with a focus on Wilsonville tourism branding, marketing and online/Internet website products and processes.

Furthering study efforts for the City to advance tourism development, including a visitor profile study; and

WHEREAS, the City undertook a Request for Proposals (RFP) process in 2017 that resulted in the City awarding a professional services agreement to Vertigo Marketing LLC for acting as the Tourism Development and Operations Consultant to advance tourism efforts, including developing a tourism branding strategy and a marketing promotion plan; and

WHEREAS, acting in their capacity as Tourism Development and Operations Consultant, principals of Vertigo Marketing worked from August 2017 through January 2018 with the Tourism Promotion Committee to develop a comprehensive Tourism Promotion Marketing Plan; and

WHEREAS, the Tourism Promotion Committee approved for Council adoption the FY17/18 & 18/19 Tourism Promotion Marketing Plan on December 12, 2017, and January 30, 2018, composed of the “FY17/18 & 18/19 Marketing Playbook” Plan dated February 2018 and supporting “Scope of Work 2018/2019 Advertising & Marketing Services” dated January 19, 2018; and

WHEREAS, on February 22, 2018, the City Council adopted Resolution No. 2669, which approved the FY17/18 & 18/19 Tourism Promotion Marketing Plan, composed of the “FY17/18 & 18/19 Marketing Playbook” Plan dated February 2018 and supporting “Scope of Work 2018/2019 Advertising & Marketing Services” dated January 19, 2018; and

WHEREAS, the RFP process contemplated that the successful proposer would implement the marketing plan it developed in conjunction with the Tourism Promotion Committee; and

WHEREAS, Vertigo Marketing, LLC is prepared to provide such services, as the City does hereinafter require, under terms and conditions hereinafter described.

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

1. The Wilsonville City Council hereby approves and authorizes the City Manager to execute on behalf of the City of Wilsonville a Professional Services Agreement, in substantially similar form to **Exhibit 1** attached hereto, with Vertigo Marketing, LLC to implement the FY17/18 & 18/19 Tourism Promotion Marketing Plan.
2. The term of the agreement ends on June 30, 2019.
3. The contract payment is not to exceed \$199,700.00.
4. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting on March 19, 2018, and filed with the Wilsonville City Recorder this date.

Tim Knapp, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp
Council President Starr
Councilor Stevens
Councilor Lehan
Councilor Akervall

Attachment:

Exhibit 1 – Professional Services Agreement with Vertigo Marketing, LLC

CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT
Tourism Advertising and Marketing Services

This Professional Services Agreement for a Tourism Development and Operations Consultant (“Agreement”) is made and entered into on this ____ day of March 2018 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Vertigo Marketing, 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 required to be performed hereunder (“Services”) are completed and accepted, or no later than June 30, 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 NINETY-NINE THOUSAND SEVEN HUNDRED DOLLARS (\$199,700), 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 Policy(ies), 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, Government/Public Affairs Director
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Consultant: Vertigo Marketing, 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:

VERTIGO MARKETING, LLC

By: _____

Print Name: _____

As Its: _____

Employer I.D. No. 47-5550233

CITY:

CITY OF WILSONVILLE

By: _____

Print Name: _____

As Its: _____

APPROVED AS TO FORM:

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

k:\dir\tourism\dev-op\doc\psa ph ii tourism adv-mktg~vertigo (ag^).docx

EXHIBIT A



**SCOPE OF WORK
CITY OF WILSONVILLE 2018/2019 ADVERTISING &
MARKETING SERVICES
THROUGH JUNE 30, 2019**

A Component of the FY17/18 & 18/19 Tourism Promotion Marketing Plan

Approved by Wilsonville City Council on February 22, 2018.



AMENDED ON
January 19, 2018

GLOSSARY OF TERMS

(CDN) Content Delivery Network

A content delivery network or content distribution network is a geographically distributed network of proxy servers and their data centers.

Email “Blast”

Email marketing is the act of sending a commercial message, typically to a group of people, using email. In its broadest sense, every email sent to a potential or current customer could be considered email marketing

Hackalert

HackAlert is a cloud-based service that identifies hidden zero-day malware and drive-by downloads in websites and online advertisements. Its greatest strength lies in its early-warning function- it sends out an immediate warning to the website owner, before search engines blacklist the website.

Hosting

The activity or business of providing storage space and access for websites.

(KPI) Key Performance Indicator

A Key Performance Indicator is a measurable value that demonstrates how effectively a company is achieving key business objectives.

Maintenance

Performing all the tasks necessary to keep a website up to date and in good, working order so that it works and shows up correctly with the latest web browsers and mobile devices.

(ODMO) Oregon Destination Marketing Organization

Plug-ins

Plug-ins are apps that allow you to add new features and functionality to your website. Exactly the same way as apps do for your smartphone.

(SEO) Search Engine Optimization

The process of maximizing the number of visitors to a particular website by ensuring that the site appears high on the list of results returned by a search engine.

Social Media

Websites and applications that enable users to create and share content or to participate in social networking.

SSL Certificate

SSL Certificates are small data files that digitally bind a cryptographic key to an organization’s details. When installed on a web server, it activates the padlock and the https protocol and allows secure connections from a web server to a browser.

(VIC) Visitor Information Center

A physical location that provides tourist information to the visitors who tour the place or area locally.

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 Vertigo Marketing and the City of Wilsonville and may be reallocated at the direction of the Public/Government Affairs Director.

SECTION ONE

Deliverables that require retainer-fee services provided by Vertigo or subcontractors.

- | | |
|--|------------------------|
| <p>A. WEBSITE RETAINER SERVICES:</p> <p>A. To include the following services and deliverables:</p> <ul style="list-style-type: none"> • Hosting & Maintenance: hosting with CDN • SSL Certificate Renewal • Security/Hackalert Scanning • Paid Plug-ins • Content Creation • Campaign Landing Page Development • Ongoing Updates for Listings • Event Calendar Updates • Design & Development • SEO + Ranking Software Subscription • Adding Graphics/Photos/Videos • Reporting: Quarterly KPI report <p>B. Team Members assigned to this Task:</p> <ul style="list-style-type: none"> • Lynnette <p>C. Completion date: Throughout 2018/19</p> | <p>\$19,000</p> |
| <p>B. WEBSITE REDESIGN:</p> <p>A. To include the following services and deliverables:</p> <ul style="list-style-type: none"> • Custom Development for Plugins • Enhanced Event Calendar • Directory Listings • Graphics/Design enhancements to match the new brand <p>B. Team Members assigned to this Task:</p> <ul style="list-style-type: none"> • Lynnette <p>C. Completion date: Spring 2018</p> | <p>\$15,000</p> |
| <p>C. DISTRIBUTION:</p> <p>A. To include the following services and deliverables:</p> <ul style="list-style-type: none"> • Distribution of Visitor Guide to Willamette Valley Regional DMO’s (34): Local City and County Chambers of Commerce, Convention & Visitors Bureaus, Visitor Information Centers (VIC’s) • Distribution of Visitor Guide to Greater Portland State Welcome Centers (24): Local City and County Chambers of Commerce, Convention & Visitors Bureaus, VIC’s • Distribution of Visitor Guide to Mt. Hood/Columbia River Gorge Regional DMO’s (11): Local City and County Chambers of Commerce, Convention & Visitors Bureaus, VIC’s | <p>\$4,401</p> |

- **Travel Portland (2):** VIC in Pioneer Courthouse Square and the Oregon Convention Center
- **Distribution Services:** Storage, Management, Count, Bundle, Box, Label, Shipping and Delivery

B. Team Members assigned to this Task:

- Trev

C. Completion date: Spring 2018

D. DESIGN SERVICES: \$16,680

A. To include the following services and deliverables:

- **Pocket Trips Visitor Guide:** (1) folio / rack card, (12) pocket cards
- **Print Ad Design:** Creative services for print advertising campaigns
- **Digital Ad Design & Development:** Creative services for digital advertising campaigns
- **Copy writing:** Develop copy for marketing collateral, print and digital advertising
- **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
- **Photography Selections:** Online search for desirable photography that reflects the image being developed for Wilsonville, locate and communicate with photographer, negotiate rates, usage, archival of imagery, contracts and licensing
- **Production:** Non-creative production services

B. Team Members assigned to this Task:

- Lynnette, Trev

C. Completion date: Throughout 2018/19

E. SOCIAL MEDIA RETAINER SERVICES: \$36,000

A. To include the following services and deliverables:

- **Social Media Strategy:** Create master editorial calendar, develop and align SEO social strategies to assist with SEO efforts for the website, identify trending hashtags, review and analyze to improve the campaign performance.
- **Management & Implementation:** Manage day-to-day social media posting and community management, copywriting, graphic design, art direction of photography, schedule posts, seek out missing photography, ongoing coordination and communication with event producers and businesses for events and happenings
- **Monitoring**
- **Reporting:** Quarterly KPI report
- **Establish Channels:** TW @SeeWilsonville, YouTube ExploreWilsonville
- **Customize Channels**
- **Post 2x per week**
- **Paid Social Media ads with deep targeting**
- **Social media contest promotion for lead generation**

B. Team Members assigned to this Task:

- Lynnette, Trev, sub-contractor TBD and approved per Clty regulations

C. Completion date: Throughout 2018/19

F. PR RETAINER SERVICES: \$15,000

A. To include the following services and deliverables:

- **Press Release Writing:** (4 releases with regional wire AP distribution)

• **Meltwater Software Subscription:**

- Full Monitoring Suite
- Premium Social Coverage (Facebook, Twitter, Instagram, YouTube, 23 million blogs)
- Analytics & Dashboards
- Full Media Contact Database with unlimited press distribution
 - **NOTE:** Meltwater is the global leader in online media intelligence. Their product suite allows us to monitor, distribute, publicize and analyze business critical information posted online, in both mainstream media and social media, as well as build media contact lists to assist with press outreach

- **Pitching Story Ideas**
- **Responding to Writers with Content & Photos**
- **Set Up and Manage Meltwater Software**
- **List Building**
- **Monitoring**
- **Reporting:** Quarterly KPI report
- **Research/Interviews**

B. Team Members assigned to this Task:

- Lynnette, sub-contractor TBD and approved per City regulations

C. Completion date: Throughout 2018/19

G. PHOTO & VIDEO:

\$15,000

A. May include the following services and deliverables:

- New photography and videography rights for print and digital usage
- Custom photo/video shoots at various “pocket trip” locations throughout the seasons
- Event photography
- Scouting
- Creative Direction
- Shotlist
- Storyboard
- Models/Talent/Props
- Filming
- Editing
- Travel
- Production

B. Team Members assigned to this Task:

- Lynnette, Trev, sub-contractors TBD and approved per City regulations

C. Completion date: Throughout 2018/19

H. EMAIL MARKETING SERVICES FY18/19:

\$3,000

A. To include the following services and deliverables:

- Email Blasts (6)
- Template Design & Development
- Content Creation/Copywriting
- List Management
- Production
- **Reporting:** Quarterly KPI report

B. Team Members assigned to this Task:

- Lynnette

C. Completion date: FY2018/2019

I. FINANCIAL:**\$6,490****A. To include the following services and deliverables:**

- Accounting
- Quarterly Reports
- Membership Management: ODMO, ISSUU, Travel Portland
- Software Subscriptions Management & Implementation: STR

B. Team Members assigned to this Task:

- Lynnette, Trev

C. Completion date: Throughout 2018/19

SUBTOTAL SECTION ONE:**\$130,571****SECTION TWO**

Media buys, sub-contractor services, memberships & subscriptions, printing, postage, and distribution services that will be invoiced directly from vendors that are in effect pass-through expenses.

J. RESERVE/CONTINGENCY:**\$7,500****K. PRINT MEDIA BUYS*:****\$20,090**

1. Travel Oregon - 2018	2,100,000 impressions	\$3,900
2. Travel Portland - 2018	1,155,000 impressions	\$4,500
3. Portland Monthly - Oct: Long Weekends & Wine Guide	492,075 impressions	\$2,000
4. AAA (VIA) - July/Aug: Willamette River	1,058,000 impressions	\$3,720
5. AAA (VIA) - Nov/Dec: Insiders Guide to Portland	1,058,000 impressions	\$3,720
6. Co-ops with regional partners	impressions TBD	\$2,250

**Impression data comes from media kits provided by each publication or other documents*

L. PAID DIGITAL MEDIA BUYS:**\$13,500**

1. Facebook/Instagram	impressions TBD
2. Google Adwords	impressions TBD
3. Misc. digital (Travel Oregon, etc.)	impressions TBD

M. CURRENT WEBSITE SERVICES:**\$6,000****A. To include the following services and deliverables:**

- Hosting & Maintenance: (provided by MediaPhysics through June 2018)
- Event Calendar

B. Team Members assigned to this Task:

- Lynnette, MediaPhysics (approved service provider for City of Wilsonville)

C. Completion date: Current contract with MediaPhysics expires June 30, 2018

N. FINANCIAL: \$3,505**A. To include the following services and deliverables:**

- **Memberships:** ODMO \$500, Travel Portland \$585
- **Software subscriptions:** STR \$2000, ISSUU \$420

B. Team Members assigned to this Task:

- Lynnette, Trev

C. Completion date: Throughout 2018/19**O. POCKET TRIPS VISITOR GUIDE: \$17,320****A. To include the following services and deliverables:**

- **Pocket Adventures - Folio / Rack Card:** 23.5" x 9" (flat) sheet printed on 65# Cougar Opaque Smooth Cover. Printed in four (process) colors on both sides of sheet (4/4), full bleed. Die cut per-diagram - contains, 4 (four) 3.25" slits with relief holes. 4 (four) glue strips to create two pockets on far left and right panels. 6 (six) scores with a .25" capacity score in center. Folded to create 2 pockets and packaged as a flat piece.

Quantity: 15,000

- **Pocket Cards:** 12 (twelve) different 3" x 4" cards printed on 111# Dull Cover. Printed in four (process) colors on both sides of sheet (4/4), full bleed. Trimmed and boxed.

Quantity: 15,000 (180,000 cards)

- **Assembly:** Collate 12 cards into 4 sets of 3. Hand insert each set into slit on pocket folder. Hand fold folio shut to finish size of 4" x 9". Box.
- **Postage:** Reserve 1,000 finished pieces to be made available per request for mailing. Current 3 ounce rate is \$0.91 per piece via First Class stamp. Mailing services (stuffing, addressing and stamping envelope) to be provided by City Staff.
- **#10 Envelopes:** 1,000 #10 Regular 24 lb. bright white envelopes with logo and/or return address printed on front.

B. Team Members assigned to this Task:

- Trev, print sub-contractor TBD and approved per City regulations, City Staff

C. Completion date: Spring 2018**P. DISTRIBUTION: \$1,214****A. To include the following services and deliverables:**

- **Certified Folder: Corporate/Industrial program** (10 sites throughout Aloha, Beaverton, Clackamas, Hillsboro, Lake Oswego, Portland), **Portland International Airport, Oregon City State Welcome Center**

B. Team Members assigned to this Task:

- Trev, Certified Folder to be approved per City regulations

C. Completion date: Spring 2018**SUBTOTAL SECTION TWO: \$69,129****TOTAL BUDGET FY18/19 (ONE + TWO): \$199,700**

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:00 p.m. on Monday, February 05, 2018. Mayor Knapp called the meeting to order at 7:03 p.m., followed by roll call and the Pledge of Allegiance.

The following City Council members were present:

- Mayor Knapp
- Council President Starr
- Councilor Stevens
- Councilor Lehan
- Councilor Akervall

Staff present included:

- Bryan Cosgrove, City Manager
- Jeanna Troha, Assistant City Manager
- Barbara Jacobson, City Attorney
- Kimberly Veliz, City Recorder
- Jordan Vance, Economic Development Manager
- Delora Kerber, Public Works Director
- Susan Cole, Finance Director
- Mark Ottenad, Public/Government Affairs Director
- Angela Handran, Assistant to the City Manager
- Kimberly Rybold, Associate Planner
- Chris Neamtzu, Planning Director
- Mike Ward, Civil Engineer
- Bill Evans, Communications & Marketing Manager

Motion to approve the order of the agenda.

Motion: Councilor Starr moved to approve the order of the agenda. Councilor Lehan seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

Mayor Knapp	Yes
Council President Starr	Yes
Councilor Stevens	Yes
Councilor Lehan	Yes
Councilor Akervall	Yes

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.

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

Several citizens came to Council to demonstrate their support or opposition for House Bills 4099 and 4138. The below are summaries of those bills, which were introduced at 79th Oregon Legislative Assembly - 2018 Regular Session.

Beginning of summary for HB 4099.

House Bill 4099 - Summary

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor’s brief statement of the essential features of the measure as introduced.

Prohibits person from operating motorboat with wake-enhancing device between river mile 30 and river mile 50 on Willamette River. Requires person to operate wakeboard boat at slow, no-wake speed between river mile 30 and river mile 50 on Willamette River. Punishes by maximum of \$2,000 fine. Punishes third or subsequent offense within three years by maximum of 30 days’ imprisonment, \$5,000 fine, or both, and requires court to order person to not operate boat for two years and to complete boating safety course.

End of summary for HB 4099.

Beginning of summary for HB 4138.

House Bill 4138 - Summary

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor’s brief statement of the essential features of the measure as introduced.

Authorizes State Marine Board to make special regulations relating to operation of motorboats to minimize and prevent erosion at request of Department of State Lands. Takes effect on 91st day following adjournment sine die.

End of summary for HB 4138.

The following speakers spoke in favor of and supported House Bill 4099 and 4138:

Don Fuchs	Stan Halle	Chris Granzer
Ben Williams	Mike Farrell	Representative Vial
Beth Briggs	Ray Klupenger	
Sharon Halle	Sue Duemling	

The following speakers spoke in against and opposed House Bill 4099 and 4138:

Greg Waters	Josh Dougherty	Matt Radich
Joe Sheets	Tim Skreen	Elizabeth McCord
Christine Caruso	Darren Holsey	Angie Gibson
Devin Dougherty	Bryan Wierpert	Glen McCord
Randy Harris	Rick Schulte	Mike Barrett
Kelly Gilmore	Keeley O’Brien	

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

The following speaker remained neutral on House Bill 4099 and 4138:
Debi Laue

In closing Representative Richard Vial who sponsored both House Bill 4099 and 4138, spoke in response to the audience's testimony. Mr. Vial commented that he received numerous phone calls with around 400 requests for call backs regarding these bills. Mr. Vial added the lobbyist in opposition of the bills and the lobbyist supporting the bills came to a compromise. An appeal will be made to consider amending the bill and request for a study group. The study group is to include one member of the House and one member of the Senate. This would allow for further legislation.

Council appreciated the audience for their participation and took a quick recess for the crowd to disperse.

MAYOR'S BUSINESS

A. City Attorney's Contract Renewal

Motion: Councilor Starr moved to approve the extension of Ms. Jacobson's contract as City Attorney from December 1, 2017 to November 30, 2019 with a base compensation of \$157,610 for the year beginning December 1, 2017, through November 30, 2018 and \$168,640 for the year beginning December 1, 2018 through November 30, 2019. Councilor Stevens seconded the motion.

Council appreciated and praised Attorney Jacobson for her work.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

Mayor Knapp	Yes
Council President Starr	Yes
Councilor Stevens	Yes
Councilor Lehan	Yes
Councilor Akervall	Yes

B. Place holder for Appointments

Budget Committee – Appointment

Appointment of William Amadon to Budget Committee for a term beginning 2/5/18 to 12/31/20.

Motion: Councilor Stevens moved to ratify the appointment of William Amadon to the Budget Committee for a term beginning 2/5/18 to 12/31/20. Councilor Lehan seconded the motion.

Vote: Motion carried 5-0.

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

SUMMARY OF VOTES

Mayor Knapp	Yes
Council President Starr	Yes
Councilor Stevens	Yes
Councilor Lehan	Yes
Councilor Akervall	Yes

Planning Commission Appointment

Appointment of Ronald Heberlein to Planning Commission for a term beginning 2/5/18 to 12/31/21.

Motion: Councilor Lehan moved to ratify the appointment of Ronald Heberlein to the Planning Commission for a term beginning 2/5/18 to 12/31/21. Councilor Akervall seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

Mayor Knapp	Yes
Council President Starr	Yes
Councilor Stevens	Yes
Councilor Lehan	Yes
Councilor Akervall	Yes

Development Review Board– Appointments

Appointment of Shanti Villarreal and Tracy Meyer to the Development Review Board and giving staff the authority to assign and move members between panels A and B.

Motion: Councilor Lehan moved to ratify the appointment of Shanti Villarreal and Tracy Meyer to the Development Review Board and give staff the authority to assign and move members between panels A and B, one of these appointments being a 1-year term to fill out a term and the other being a 2-year term. Councilor Akervall seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

Mayor Knapp	Yes
Council President Starr	Yes
Councilor Stevens	Yes
Councilor Lehan	Yes
Councilor Akervall	Yes

Community Enhancement Committee Position 1 – Appointment

Appointment of David Davis to Community Enhancement Committee Position 1 to fill the unexpired term of Kate Johnson term to expire 6/30/20.

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

Motion: Councilor Stevens moved to ratify the appointment of David Davis to the Community Enhancement Committee Position 1 to fill the unexpired term of Kate Johnson term ending 6/30/20. Councilor Lehan seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

Mayor Knapp	Yes
Council President Starr	Yes
Councilor Stevens	Yes
Councilor Lehan	Yes
Councilor Akervall	Yes

Community Enhancement Committee Position 2 – Appointment

Appointment of Amanda Johnson to Community Enhancement Committee Position 2 to fill the unexpired term of Brad Hughbanks term to expire 6/30/20.

Motion: Councilor Akervall moved to ratify the appointment of Amanda Johnson to the Community Enhancement Committee Position 2 to fill the unexpired term of Brad Hughbanks term ending 6/30/20. Councilor Starr seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

Mayor Knapp	Yes
Council President Starr	Yes
Councilor Stevens	Yes
Councilor Lehan	Yes
Councilor Akervall	Yes

Community Enhancement Committee Position 3 – Appointment

Appointment of Purity Case to Community Enhancement Committee Position 3 to fill the unexpired term of Lawrence Beck term to expire 6/30/21.

Motion: Councilor Akervall moved to ratify the appointment of Purity Case to the Community Enhancement Committee Position 3 to fill the unexpired term of Lawrence Beck term ending 6/30/21. Councilor Lehan seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

Mayor Knapp	Yes
Council President Starr	Yes
Councilor Stevens	Yes
Councilor Lehan	Yes
Councilor Akervall	Yes

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

C. Upcoming Meetings

Upcoming meetings were announced by the Mayor as well as the regional meetings and trainings he attended on behalf of the City. Mayor Knapp informed that he joint meeting with West Linn – Wilsonville School Board is scheduled for Monday, February 12, 2018. Furthermore, the next Council meeting is scheduled for Thursday, February 22, 2018.

COUNCILOR COMMENTS

A. Council President Starr

Reminded the audience that March 2, 2018 is the Daddy Daughter Dance.

B. Councilor Stevens

Announced that March 3, 2018 is the Wilsonville Rotary Club Heart of Gold Dinner and Auction from 5:00 p.m. to 9 p.m.

C. Councilor Lehan

Councilor Lehan noted that on February 8, 2018 is the Town Center Open House, 5:30 - 8:00 p.m., at City Hall.

D. Councilor Akervall

Publicized the Town Center online survey and encouraged citizens to provide feedback on the survey. Ms. Akervall commented on the Smart Growth conference that she attended on behalf of the City, along with the Mayor and staff.

CONSENT AGENDA

Ms. Jacobson read the titles of the Consent Agenda items into the record.

A. Minutes of the, January 18, 2018 Council Meeting.

Motion: Councilor Lehan moved to approve the Consent Agenda. Councilor Starr seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

Mayor Knapp	Yes
Council President Starr	Yes
Councilor Stevens	Yes
Councilor Lehan	Yes
Councilor Akervall	Yes

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

PUBLIC HEARING

A. Ordinance No. 812 – 1st Reading

An Ordinance Of The City Of Wilsonville Adopting The Coffee Creek Industrial Form-Based Code, Coffee Creek Design Overlay District Pattern Book And Related Comprehensive Plan And Development Code Changes, And Repealing WC Section 4.134 Day Road Design Overlay District, For The Coffee Creek Industrial Master Plan Area.

Ms. Jacobson read the title of Ordinance No. 812 into the record on first reading.

Mayor Knapp provided the public hearing format and opened the public hearing. Mayor Knapp invited public testimony, however there was none.

Kimberly Rybold, AICP, Associate Planner; Jordan Vance, Economic Development Manager along with consultant Marcy McInelly of Urbsworks gave a presentation to Council which included the below highlights:

Background and Context

Location

- 225 acres of undeveloped land located in northwest quadrant of Wilsonville near the Coffee Creek Correctional Facility.
- It's currently undeveloped or underutilized industrial land in unincorporated Washington County.
- City has vision to turn this into a thriving employment district that could host up to 1,800 jobs with a payroll of \$55 million.

Timeline

2002: Coffee Creek Planning Area was added to Metro UGB in 2002, and designated as a "Regionally Significant Industrial Area" (RSIA) exclusively for employment uses. Regional decision based on scarcity of industrial lands in Portland metro.

2007: City Council Master Plan adopted by City of Wilsonville.

2013-15: FBC work began with goal of providing greater developer certainty and to serve as incentive to attract development & investment in CC. Work funded through Transportation and Growth Management Code Assistance Grant which allowed us to bring on FBC national expert Marcy McInelly.

2016: Infrastructure improvements are required to make private development feasible, using URA as tool to help finance. Wilsonville voters approved establishment of an urban renewal area in Nov. 2015 (URA), which was formed in 2016. The URA will fund critical infrastructure that is estimated to cost over \$65 million. This infrastructure will help unlock development in heart of Coffee Creek on Garden Acres Road, creating jobs and increasing property value in the area.

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

2017-19: Garden Acres Road planning, which will unlock first development in coffee creek. Development move from Garden Acres and Clutter north to Day Road.

Desired Outcomes

- Build upon prior industrial development successes with a Code that uses clear and objective standards.
- Create a connected, campus-like employment area featuring high-quality industrial design.
- Facilitate employment.
- Consider adaptability for future use.

Staff informed that Wilsonville has a history of developing industrial areas with high quality design, with most areas developing over the years with minimal citizen concern. Moreover, to facilitate economic development, staff seeks to take ideas the City has applied elsewhere and create clear and objective standards that can be applied to the development of this area. It was mentioned that form-based Code can be an important tool in helping the City achieve its goal of creating a connected and thriving employment district in North Wilsonville.

Consultant Marcy McInelly talked about the development of the code and how it works and provided the following information:

Development of the Form-based Code

Why Use a Form-based Code?

- Provides greater regulatory certainty
- Expedites project review and permitting
- Serves as an incentive to attract and catalyze investment
- Effectively implements the community vision, policies and plans
- Form based codes can transform the public realm (streets, open spaces and buildings)

Key Components of a Form-based Code

- Development Standards
- Regulating Plan

Special Features Unique to Wilsonville

Pattern Book integrated into Planning and Land Development ordinance

Two (2) Tracks

Clear and Objective Track

- Project complies with all Development Standards, or
- Project complies with all Development Standards and all needed Adjustment Allowances
- Project will be approved administratively by the Planning Director

Waiver Track

- Project does not comply with all Development Standards
- Project must comply with some or all Design Guidelines in the Pattern Book
- Project is reviewed and may be approved by the Development Review Board

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

Key Standards

- Parking location
- Building frontage
- Connection spacing
- Building design
- Process Features
- Final Project Phase – 2017
- Resolve process questions raised during 2015 work sessions
- Determine if Form-based Code can be implemented using administrative (staff) review
- Examine when annexation, Comprehensive Plan map amendments and zone map amendments occur.
- Examine how traffic studies are required for individual development
- Consider how tree removal is evaluated

Master Traffic Study

- City sponsors a district-wide study
- Individual development applications would not be required to conduct a separate traffic study, provided that trips generated remain under an established trip threshold
 - Similar approval process as Villebois
- Anticipated in 2018

Area-wide Tree Assessment

- Identify areas where trees to protect may be located
- Trees along the sides and front of a site and in parking areas have the potential for preservation; others in the middle of the building envelope may not be able to be preserved

2017 Outreach

- Planning Commission work sessions
 - Expressed support for administrative review approach
- Development Review Board work session
 - Expressed concern about lack of public hearing setting
- City Council work session
 - Suggested a pilot period for Form-based Code standards and review process
- Coffee Creek open house
 - Update community on the Form-based Code project and other infrastructure projects in the area

Planning Commission Recommendation

- Implements Form-based Code using a Class II review process
- Planning Director reviews and approves applications meeting clear and objective standards
- Applications requesting waivers reviewed by DRB under waiver track

Mayor Knapp closed public hearing and called for a vote.

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Motion: Councilor Lehan moved to approve Ordinance No. 812 on first reading. Councilor Starr seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

Mayor Knapp	Yes
Council President Starr	Yes
Councilor Stevens	Yes
Councilor Lehan	Yes
Councilor Akervall	Yes

A. Ordinance No. 813 – 1st Reading

An Ordinance Approving The Willamette Intake Facilities Intergovernmental Agreement To Form The Willamette Intake Facilities Commission, An Intergovernmental Entity Formed Under ORS Chapter 190 Between Tualatin Valley Water District And The Cities Of Wilsonville, Hillsboro, Sherwood, Beaverton, And Tigard. (Jacobson)

Ms. Jacobson read the title of Ordinance No. 813 into the record on first reading.

City Attorney Jacobson along with Public Works Director Delora Kerber provided the below information to Council:

Summary of Key Agreements

- Ground Lease
 - Term: 99 years
 - Rent: \$17,184,127 prepaid in 2026. Between now and then annual payments of \$173,577, retroactive to July 1, 2016; first two annual payments due within 30 days of execution
 - Additional Consideration: Seismic upgrades on treatment plant site; six right-of-way enhancement projects; amendment to Ownership Agreement Between TVWD and Wilsonville (below)
- Wilsonville and TVWD Willamette Water Supply System Intake Facility Agreement
 - Caps Wilsonville’s share of cost of new Intake Facility upgrades at \$125,000
- First Amendment to Agreement re Water Treatment Plant Design, Construction, Operation, and Property Ownership
 - Provides for more cost sharing with respect to capital improvements and ongoing maintenance for Plant going forward
 - Allows for Right-of-Way Dedication for extension of Kinsman without charge to Wilsonville
 - Designates Wilsonville as Managing Owner of the Plant, regardless of capacity ownership
 - Gives Wilsonville an additional 5 MGD of capacity in exchange for Wilsonville, as one of the owners of the Property, granting an easement for Intake Facility improvements on upper site and an easement for the raw water pipeline from the

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Intake Facilities to the right-of-way through the park area, with no above ground structures to be located in the park area

- Willamette Intake Facilities Intergovernmental Agreement (First Reading)

Purpose of the IGA

- Sets forth the terms for the joint ownership, management, and operation of the Intake Facilities in a prudent, economic, and efficient manner to provide water to the WRWTP and the WWSS.

WRWTP = Willamette River Water Treatment Plant (Wilsonville plant)

WWSS = Willamette Water Supply System (new TVWD/Hillsboro plant)

Willamette Intake Facilities (WIF) IGA Summary

I. Parties and Assets

- Creates the WIF Commission, a Chapter 190 entity between TVWD, Wilsonville, Sherwood, Hillsboro, Beaverton, and Tigard, to own, operate, maintain, manage, construct, repair, and replace the WIF.
- WIF assets: existing and expanded intake facility assets at the WRWTP, consisting of new screens, intake pipe, caisson, pump station building, and seismic improvements.
- WWSS only facilities not included: raw water pipe, electrical ductwork, control building, surge tanks, instrumentation and control, and pumps. There is a defined system separation point between WWSS, WRWTP, and WIF.

II. Governance

- Six-member Board with one alternate each, appointed by Board or Council. Each entity has one vote. Board members encouraged to be elected officials.
- Board appoints Managing Agency as staff.
- Approving votes require five of six. Unanimous vote required only on joinder of new members, amendment of the IGA (but not exhibits), and dissolution of Commission/IGA.

III. Managing Agency

- Perform day-to-day management and provide support for the Commission's committee and Board functions.
- TVWD is designated as the initial Managing Agency through 6/30/2032 (covers the period during design and construction, plus one 6-year term).*
- After completion of initial Managing Agency term, the term of Managing Agency appointment is 6 years.
- Wilsonville will continue to maintain responsibility for operation and maintenance of the existing intake facilities through 6/30/2026. Thereafter, the Commission will determine who will operate and maintain the Intake Facilities (Wilsonville, another Commission member, the Managing Agency, or a third-party contractor).

*Board has the power to remove at any time for any reason.

IV. Committees

Committees provide technical, budget, and policy input to the Managing Agency and Board through Operations, Finance, and Management Committees.

- Management Committee
 - CEOs, City Managers, or designees (Bryan Cosgrove)
 - Members serve as liaisons to each respective governing body

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- Provides input and recommendations to the Managing Agency, including those from Finance Committee and Operations Committee
- Finance Committee
 - Staff knowledgeable in municipal finance laws and practices (Susan Cole)
 - Provides recommendations to the Management Committee
 - Recommends financial procedures to be implemented by the Managing Agency
- Operations Committee
 - Staff technically knowledgeable in water system operations or engineering (Delora Kerber)
 - Managing Agency consults with the Operations Committee
 - Operations Committee responds to requests from the Management Committee

V. Intake Facility Expansion and Upgrade
120 to 150 MGD – Allocation of Capacity

Willamette Intake Facilities Capacity Ownership		
Entity	Capacity (mgd)(1)	Percent
Wilsonville	25.0	16.67%
Tualatin Valley Water District	59.1	39.40%
Sherwood	9.7	6.47%
Tigard	15.0	10.00%
Hillsboro	36.2	24.13%
Beaverton	5.0	3.33%
Total	150.00	100.00%

VI. Anticipated Cost Allocations for Expansion

Note: Costs and cost allocations are based on capacity shares and preliminary cost estimates as of current date and are subject to increase (except for Wilsonville).

Partner	Capacity (MGD)	Capacity Share (%)	Cost Allocations (\$)			
			Permitting	Screen & Air Burst	WIF Seismic Upgrades	Total
Wilsonville	25.0	16.7%	\$ 75,000	\$ 50,000	-	\$ 125,000(1)
TVWD	59.1	39.4%	\$ 393,786	\$ 955,000	\$ 4,487,458	\$ 5,836,244
Sherwood	9.7	6.5%	\$ 77,567	\$ 160,000	\$ 605,280	\$ 842,847
Tigard	15.0	10.0%	\$ 189,674	\$ 930,160	\$ 1,138,949	\$ 2,258,783
Hillsboro	36.2	24.1%	\$ 457,748	\$ 2,244,786	\$ 2,748,663	\$ 5,451,197
Beaverton	5.0	3.3%	\$ 63,225	\$ 310,053	\$ 379,650	\$ 752,928
Total	150.0	100.0%	\$ 1,257,000	\$ 4,650,000	\$ 9,360,000	\$ 15,267,000
Note:						
(1) Wilsonville total cost cap for permitting, screen, air burst & seismic = \$125,000.						

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- VII. Annual Operational Cost Allocations
- Ongoing Capital Improvements and Facilities Maintenance, including portions of Managing Agency Fee: costs allocated based on ownership percentages
 - Other costs (such as administration): allocated 75% based on ownership percentages, 25% in equal shares
- VIII. Finances
- Financial Reporting and Budget Approval Process
 - Managing Agency drafts budget and submits to Ops and Finance Committees
 - Ops and Finance committees meet, review, and revise budget with Managing Agency
 - Ops and Finance committees recommend budget to Management Committee (no later than March 15)
 - Following any final revisions, Managing Agency to distribute to the WIF Board (April)
- IX. Land
- Easement for Facilities
 - From Wilsonville and TVWD to the WWSS (TVWD, Hillsboro, Beaverton, and Tigard) for the WWSS facilities from the system separation point through the remainder of the Wilsonville and TVWD property (Exhibit 1)
- X. Water Rights
- Each party responsible to bring own water rights
 - TVWD, Tigard, and Sherwood rely on Willamette River Water Coalition right
 - Perfection of water rights limited to owned WIF capacity unless otherwise approved by the Board
- XI. Plans
- Operations Plan
 - Complete prior to startup of WWSS
 - Curtailment Plan
 - Emergency Response Plan
 - Capital Improvement Plan
- XII. Right of First Offer/Sale
- Wilsonville and TVWD right of first offer still applies to TVWD's 56.5 MGD and Wilsonville's 25 MGD.
 - After satisfaction of the TVWD/Wilsonville right of first offer, then the right of first offer extended to the other group members. The price and terms are negotiated.
- XIII. Lease of Capacity
- Leasing of capacity and water provisions
 - Special Wilsonville/TVWD process because of pre-existing first offer rights
 - Firm and interruptible leases available
- XIV. System Usage
- Overuse provisions, terms, remedies, and compensation
- XV. Default and Performance
- Provisions for Default, Notice, and Opportunity for Cure
 - Remedies
 - Loss of voting privileges
 - Monetary losses

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- Termination of water service – subject to certain limits and details related to availability of supplies
- Dispute resolution procedures

Before the presentation was completed for Ordinance No. 813, Council was polled at 9:59 p.m. by Mayor Knapp to find out if Council wished to proceed with the remaining of the meeting as 10:00 p.m. was approaching.

Motion: Councilor Starr moved to continue through the scheduled agenda items. Councilor Stevens seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

Mayor Knapp	Yes
Council President Starr	Yes
Councilor Stevens	Yes
Councilor Lehan	Yes
Councilor Akervall	Yes

Mayor Knapp provided the public hearing format and opened the public hearing at 10:01 p.m.

The Mayor invited public testimony.

Mayor Knapp invited additional speakers, seeing none he closed the public hearing at 10:01 p.m.

Motion: Councilor Lehan moved to approve Ordinance No. 813 on first reading. Councilor Starr seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

Mayor Knapp	Yes
Council President Starr	Yes
Councilor Stevens	Yes
Councilor Lehan	Yes
Councilor Akervall	Yes

CITY MANAGER’S BUSINESS

A. Willamette Governance Group

City Manager Cosgrove requested that Council begin to think of who to select as the Willamette Governance Group primary and an alternate members. It was noted the decision for these positions needs to be made by April.

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B. Budget Committee

Reminded Council that there is a Budget Committee meeting scheduled for February 15, 2018 to provide the committee with an overview of PERS.

Introduction of Bill Evans communications

C. Communications & Marketing Manager

Communications & Marketing Manager Bill Evans was introduced to Council.

LEGAL BUSINESS

No Report.

ADJOURN

Mayor Knapp adjourned the meeting at 10:11 p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Tim Knapp, Mayor

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A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:00 p.m. on Thursday, February 22, 2018. Mayor Knapp called the meeting to order at 7:10 p.m., followed by roll call and the Pledge of Allegiance.

The following City Council members were present:

- Mayor Knapp
- Council President Starr
- Councilor Stevens - Excused
- Councilor Lehan
- Councilor Akervall

Staff present included:

- Bryan Cosgrove, City Manager
- Jeanna Troha, Assistant City Manager
- Barbara Jacobson, City Attorney
- Kimberly Veliz, City Recorder
- Kerry Rappold, Natural Resources Manager
- Nancy Kraushaar, Community Development Director
- Delora Kerber, Public Works Director
- Mark Ottenad, Public/Government Affairs Director
- Angela Handran, Assistant to the City Manager
- Chris Neamtzu, Planning Director
- Zach Weigel, Civil Engineer
- Bill Evans, Communications & Marketing Manager
- Kimberly Rybold, Associate Planner

Motion to approve the order of the agenda.

Motion: Councilor Starr moved to approve the order of the agenda. Councilor Lehan seconded the motion.

Vote: Motion carried 4-0.

SUMMARY OF VOTES

Mayor Knapp	Yes
Council President Starr	Yes
Councilor Stevens	Excused
Councilor Lehan	Yes
Councilor Akervall	Yes

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.

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Clark Hildum of Wilsonville, opposed the urban renewal tax increment financing. Mr. Hildum requested more education on the subject.

City Manager Cosgrove offered to meet with Mr. Hildum along with the Finance Director (Susan Cole) to explain the urban renewal process. Mr. Hildum was asked to provide his contact information to staff in order to schedule that meeting.

Mathew Miller spoke about the many traffic concerns his neighborhood is experiencing. Mr. Miller is a board member of the Wilsonville Meadows Neighborhood Association. Concerns raised by Mr. Miller included heavy traffic on neighborhood streets, speeding, drivers disregarding traffic control devices, and ignoring pedestrians in crosswalks. Mr. Miller is opposed to the traffic that will emerge from the proposed Frog Pond West neighborhood. Mr. Miller is against this traffic impacting the existing neighborhoods to the south. Mr. Miller believes that Wilsonville Road, Canyon Creek and Parkway Avenue are appropriate north to south circulation routes and were designed for that use. Furthermore, Mr. Miller remarked that nearby interior neighborhood streets are not appropriate, nor laid out for through traffic. Mr. Miller asked Council to adjust the street alignments in Frog Pond West to encourage the use of Wilsonville Road and Canyon Creek. Moreover he requested that Council reconsider the street alignment north of Willow Creek. In closing, he pleaded with Council to discourage the use of neighborhood streets as throughways and shortcuts.

Bob Leineweber of Wilsonville, echoed the same concerns as the prior speaker, Mathew Miller. Mr. Leineweber suggested that the City close off one of the streets in the Wilsonville Meadows Neighborhood. In particular Mr. Leineweber thinks Willow Creek should be closed off because it leads traffic in from Boeckman Road. Mr. Leineweber believes that closing off the street would stop vehicles unnecessarily driving through the neighborhood. Therefore, alleviating many of the traffic concerns and hazards that are currently caused by the numerous vehicles on the neighborhood streets.

Annette Kendall agrees with the comments and shares the concerns made by others on the issue of traffic in the Wilsonville Meadows Neighborhood. Ms. Kendall provided a visual to demonstrate the area of commuter traffic concerns in the Wilsonville Meadows Neighborhood. She is concerned about the Frog Pond development and hopes that Council will come up with a solution to slow down traffic or deter it from the residential streets.

Claudio Martinez agreed with the speakers before him whom spoke about the traffic concerns in the Wilsonville Meadows Neighborhood. Mr. Martinez desires that the Council close Willow Creek Road. Additionally, Mr. Martinez wished to see the speed limits lowered, along with flashing solar lights installed to display the vehicles speed. Another suggestion from Mr. Martinez is to have speed bumps installed every 50 feet along with warning signs.

Calvin Palmer of the Wilsonville, feels the speed in the Wilsonville Meadows Neighborhood is excessive for being residential. Mr. Palmer invited Council and staff to his home to sit in the driveway and see the excessive amount of cars speeding through the neighborhood. Mr. Palmer desires that the ending solution will support the neighborhood. Likewise, he hopes the solutions

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enable the neighborhood to be a place where residents are able to be out in their front lawns and/or driveways conversing with their neighbors.

Tony Carlson Wilsonville Meadows Neighborhood resident, reiterate the concerns of his neighbors. Mr. Carlson hopes that Council and staff will be able to come up with a solution to these traffic concerns in the neighborhood.

City Manager Cosgrove responded that staff starts out with actions that have the least amount of costs. Staff follows the three E's, which is 1) education, 2) enforcement, and 3) engineering. Mr. Cosgrove added that speed bumps are not part of the neighborhood traffic management plan at this point. However, the starting point for staff to evaluate the concerns brought up to Council will begin with collecting and reviewing data. Data will assist staff in finding the cause of the traffic. Staff can organize a speed survey along with traffic data analyses. Another option is enforcement, which can be done with the deployment of an officer.

Mr. Cosgrove requested that the contact information for the group to be left in order for staff and residents to keep an open dialogue. Mr. Cosgrove added that he will send a staff person to attend the neighborhood association meeting so, staff can hear concerns.

Moreover, Council President Starr welcomed and encouraged residents to contact him on this issue. Mr. Starr shared that this issue is very important to him as well. Mr. Starr stated he lives in the Meadows area and uses Willow Creek often for driving, walking and jogging. Mr. Starr commented on the various solutions that he suggested to staff regarding the traffic concerns in this area. He agrees that something needs to be figured out to calm traffic and deter commuters from cutting through the neighborhood.

Mr. Cosgrove acknowledged that there will be some temporary discomfort when the frontage improvements occur along Boeckman and when the development goes in. He added that staff will be mindful of that and work with the developers in order to minimize those impacts to existing neighborhoods.

In closing Mayor Knapp appreciated the speakers for attending the Council meeting and being proactive. He assured that Council and staff will do their best to try to figure out a solution for something better, rather than ignoring the problem.

MAYOR'S BUSINESS

- A. Upcoming meetings were announced by the Mayor as well as the regional meetings he attended on behalf of the City.

COUNCILOR COMMENTS

- A. Council President Starr

Council President Starr reminded the audience of the following upcoming events:

- March 2, 2018 is the Daddy Daughter Dance, which is already sold out.

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- March 2, 2018 is the deadline for Community Opportunity Grant submissions.
- March 3, 2018 is the Wilsonville Rotary Club Heart of Gold Dinner and Auction.

B. Councilor Lehan

Councilor Lehan noted the below upcoming events:

- March 5, 2018 is the deadline for Clackamas County Tourism - Community Partnership Program (CPP) Grant submissions.
- March 14, 2018 is the Southbound I-5 Boone Bridge Congestion Study Open House, at Wilsonville City Hall.
- March 31, 2018 is the Egg Hunt, at Memorial Park.
-

Furthermore, Ms. Lehan appreciated Assistant to the City Manager Angela Handran for organizing civics field trips to City Hall for second graders in Wilsonville elementary schools.

C. Councilor Akervall

Councilor Akervall shared that the topic for the pre-budget meeting, held the prior week, was on Public Employees Retirement System (PERS). Ms. Akervall remarked that she thought the PERS presentation was great. She encouraged those interested in learning more about PERS to watch the recorded video of the meeting. Ms. Akervall revealed the video is available on the City of Wilsonville's website. Ms. Akervall expressed that she felt grateful and impressed with the other volunteers on the Budget Committee. Moreover, she thanked Budget Committee members for their volunteer work.

CONSENT AGENDA

Ms. Jacobson read the titles of the Consent Agenda items into the record.

A. **Resolution No. 2667**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Contract With Braun Construction & Design LLC For The Charbonneau High Priority Utility Repair Phase III Project (CIP #7500).

B. **Resolution No. 2668**

A Resolution Of The City Of Wilsonville Authorizing A Change Order With 3Kings Environmental, Inc. For The I-5 Undercrossing Trail Improvement Phase I Project (CIP #9146).

Motion: Councilor Lehan moved to approve the Consent Agenda. Councilor Starr seconded the motion.

Vote: Motion carried 4-0.

**CITY OF WILSONVILLE
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SUMMARY OF VOTES

Mayor Knapp	Yes
Council President Starr	Yes
Councilor Stevens	Excused
Councilor Lehan	Yes
Councilor Akervall	Yes

PUBLIC HEARING

A. Ordinance No. 817

Making Certain Determinations and Findings Relating to and Approving Year 2000 Urban Renewal Plan – 11th Amendment and Directing that Notice of Approval be Published.

Mayor Knapp announced that staff made a formal request to continue the public hearing date to May 7, 2018.

Mayor Knapp asked if there was any members of the audience that were wishing to provide public testimony on Ordinance No. 817. No members of the audience requested to provide testimony on Ordinance No. 817. Hearing none, Mayor Knapp elected to delay the opening of the public hearing. Councilor Starr then made a motion to continue the public hearing to May 7, 2018.

Motion: Councilor Starr moved to continue the Year 2000 Urban Renewal 11th Amendment public hearing to the May 7, 2018 meeting. Councilor Akervall seconded the motion.

Vote: Motion carried 4-0.

SUMMARY OF VOTES

Mayor Knapp	Yes
Council President Starr	Yes
Councilor Stevens	Excused
Councilor Lehan	Yes
Councilor Akervall	Yes

NEW BUSINESS

A. Resolution No. 2665

A Resolution Authorizing The City Manager To Enter Into A Lease Agreement With Clackamas 800 Radio Group For The Use Of City-Owned Property On Level C Reservoir Parcel As A Wireless Communication Facility Tower Site.

City Attorney Jacobson reported this item was removed from the agenda.

A. Resolution No. 2669

A Resolution Of The City Of Wilsonville City Council Adopting The FY17/18 & 18/19 Tourism Promotion Marketing Plan.

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Ms. Jacobson read the title of Resolution No. 2669 into the record.

Mark Ottenad, Public/Government Affairs Director briefed Council on the Tourism Promotion Marketing Plan.

Councilor Lehan remarked that the Tourism Promotion Marketing Plan was created by the Tourism Promotion Committee which is an excellent team. Ms. Lehan added that Wilsonville has a number of hotel rooms that surrounding cities lack. Furthermore, Ms. Lehan divulged that there are many big events such as weddings and mud runs that occur in the North Willamette Valley, and those participants need overnight accommodations.

Councilor Akervall deemed that the information in the Tourism Promotion Marketing Plan looks professional and well put together. However, she was surprised there was not many pictures of the Willamette River.

Council President Starr revealed that his hope for the future is that there will be additional visitor attractions to bring individuals to Wilsonville.

Motion: Councilor Lehan moved to approve Resolution No. 2669. Councilor Akervall seconded the motion.

Vote: Motion carried 4-0.

SUMMARY OF VOTES

Mayor Knapp	Yes
Council President Starr	Yes
Councilor Stevens	Excused
Councilor Lehan	Yes
Councilor Akervall	Yes

CONTINUING BUSINESS

- C. **Ordinance No. 812** – 2nd Reading
An Ordinance Of The City Of Wilsonville Adopting The Coffee Creek Industrial Form-Based Code, Coffee Creek Design Overlay District Pattern Book And Related Comprehensive Plan And Development Code Changes, And Repealing WC Section 4.134 Day Road Design Overlay District, For The Coffee Creek Industrial Master Plan Area.

Ms. Jacobson read the title of Ordinance No. 812 into the record for second reading.

Motion: Councilor Lehan moved to approve Ordinance No. 812 on second reading. Councilor Starr seconded the motion.

Vote: Motion carried 4-0.

**CITY OF WILSONVILLE
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SUMMARY OF VOTES

Mayor Knapp	Yes
Council President Starr	Yes
Councilor Stevens	Excused
Councilor Lehan	Yes
Councilor Akervall	Yes

D. Ordinance No. 813 – 2nd Reading

An Ordinance Approving The Willamette Intake Facilities Intergovernmental Agreement To Form The Willamette Intake Facilities Commission, An Intergovernmental Entity Formed Under ORS Chapter 190 Between Tualatin Valley Water District And The Cities Of Wilsonville, Hillsboro, Sherwood, Beaverton, And Tigard.

Attorney. Jacobson read the title of Ordinance No. 813 into the record for second reading.

Ms. Jacobson divulged that since the first reading of Ordinance No. 813 scrivener’s errors have been corrected in the Willamette Intake Facilities Intergovernmental Agreement. Furthermore, the following additional language was added to Ordinance No. 813 in the Now Therefore clause, Section 6. The section now reads as follows:

This Ordinance shall be effective from and after 30 days following its passage or second reading and signature by the Mayor, or when the outstanding design construction issue is resolved, whichever is later, and signature by the Mayor.

Staff’s presented a PowerPoint with the following bullet points on the Willamette Intake Facilities Intergovernmental Agreement:

Documents

1. Ground Lease
2. First Amendment to Agreement Regarding Water Treatment Plant Design, Construction, Operation, and Property Ownership
3. City of Wilsonville and TVWD Willamette Water Supply System Intake Facility Agreement
4. Willamette Intake Facilities IGA

Pros

1. Prepaid Rent \$17,184,127. Paid in annual installments of \$173,577, retroactive to July 1, 2016 through July 1, 2025. On July 1, 2026 a final lump sum prepayment of \$15,488,357 paid.
2. Wilsonville share of significant seismic upgrades (estimated value \$1,500,000 to \$2,000,000) is provided free of charge to Wilsonville – other partners pick up Wilsonville share.
3. Permanent designation as the Managing Owner of the Wilsonville Water Treatment Plant. TVWD will continue to own its share of the plant assets but has elected to build a new plant to be located outside of Wilsonville, with no plans to use any part of Wilsonville plant, except Intake Facility. TVWD did sell 5 MGD of its capacity to Sherwood, and will get 4.7 MGD as a part of the transaction. Sherwood will therefore continue to draw water through the Wilsonville Plant.
4. 16.67 % owner of a new, improved and expanded Intake Facility that will give Wilsonville an additional 5 MGD of capacity (total 25 MGD). Wilsonville will be the third largest owner behind TVWD (39.40%) and Hillsboro (24.13%).

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5. Wilsonville costs for the new Intake Facility is capped at \$125,000. Without the cap, Wilsonville's share would have been significantly higher. No other partner has a cap (estimate without cap: \$715,000-\$1,500,000).
6. TVWD/Hillsboro will pay for six significant right-of-way enhancement projects. See Section 7.29 of the Ground Lease for project list.
 - a. Truck turning radius improvements at the northeast corner of Wilsonville Road and Kinsman Road (including correction or construction of curb ramps to meet ADA standards at all intersection corners), as depicted on Exhibit E, attached hereto and incorporated by reference herein.
 - b. Truck turning radii at the northeast and northwest corner of Boeckman Road and 95th Avenue (including correction or construction of curb ramps to meet ADA standards).
 - c. Correct curb ramps at all intersection ramps along the pipeline route to meet ADA standards.
 - d. Sidewalk infill on west side of 95th Avenue (approximately 500 feet) and associated street tree replacement.
 - e. Sidewalk infill on south side of Ridder Road (approximately 1700 feet).
 - f. Streetlight infill on 95th Avenue, just north of the intersection of 95th and Ridder Road.
7. Full environmental indemnity for any pre-existing environmental conditions.
8. Potential savings in road projects Wilsonville is able to coordinate with pipeline construction.
9. Ability to put internet conduit and other utilities into trench during pipeline construction.
10. More parties to share in ongoing Intake Facility costs, maintenance, repair, and replacement.
11. TVWD and Wilsonville retain a reciprocal first rights of refusal as to sale or lease of surplus capacity.
12. Benefits our regional partners with additional water supply (Hillsboro, TVWD, Sherwood, Tigard, Beaverton, and potentially Tualatin and others).

Cons

1. Significant disruptive roadway construction/traffic inconvenience, beginning summer 2018 and potentially lasting until 2026 (prediction is for an earlier finish but...)
2. More parties to own and use the shared Intake Facility; thus, some loss of control of Intake Facility.
3. Annual cost to pay for a Managing Agency for Intake Facility (first year cost estimated to be \$18,000).
4. Potential for partner disputes.
5. Loss of potential future real estate opportunities for subterranean land occupied by the Big Pipe.
6. Ongoing staff time commitment.

Councilor Lehan asked for clarification on how to word the motion to accomplish the edits to the ordinance.

City Attorney Jacobson informed that Council needs to make a motion to approve the ordinance on second reading with the additional caveat that it will not go into effect until the matter concerning the design issue are resolved.

City Manager Cosgrove read aloud the following added language:

"or when the outstanding design construction issue is resolved, whichever is later"

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It was indicated that in the motion Council could reference the language read by City Manager Cosgrove.

Motion: Councilor Lehan moved to adopt Ordinance No. 813 on second reading with the verbiage read by the City Manager and recommended by the City Attorney. Councilor Starr seconded the motion.

Vote: Motion carried 4-0.

SUMMARY OF VOTES

Mayor Knapp	Yes
Council President Starr	Yes
Councilor Stevens	Excused
Councilor Lehan	Yes
Councilor Akervall	Yes

CITY MANAGER’S BUSINESS

The City Manager reported that Mayor Knapp will be the City's primary member for the Willamette Intake Facilities (WIF) Commission. It was announced that an alternative member was still needed. WIF Commission meetings will be held from 6:00 p.m. to 8:00 p.m. at Tualatin Valley Water District (TVWD) headquarters.

LEGAL BUSINESS

The City Attorney mentioned that Metro has set a briefing schedule and a timeframe to render its decision on Basalt Creek.

ADJOURN

Mayor Knapp adjourned the meeting at 8:47p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Tim Knapp, Mayor

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:00 p.m. on Monday, March 5, 2018. Mayor Knapp called the meeting to order at 7:03 p.m., followed by roll call and the Pledge of Allegiance.

The following City Council members were present:

- Mayor Knapp
- Council President Starr
- Councilor Stevens
- Councilor Lehan
- Councilor Akervall

Staff present included:

- Bryan Cosgrove, City Manager
- Jeanna Troha, Assistant City Manager
- Barbara Jacobson, City Attorney
- Kimberly Veliz, City Recorder
- Nancy Kraushaar, Community Development Director
- Mark Ottenad, Public/Government Affairs Director
- Angela Handran, Assistant to the City Manager
- Bill Evans, Communications & Marketing Manager

Motion to approve the order of the agenda.

Motion: Councilor Starr moved to approve the order of the agenda. Councilor Lehan seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

Mayor Knapp	Yes
Council President Starr	Yes
Councilor Stevens	Yes
Councilor Lehan	Yes
Councilor Akervall	Yes

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.

None.

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

MAYOR'S BUSINESS

A. Soul'd Out Week Proclamation

Mayor Knapp read a proclamation declaring the week of March 5-11 as Soul'd Out Week and presented a proclamation to the Wilsonville High School Soul'd Out choir. Pictures were taken of the Council and choir. Furthermore, the choir sang two songs for the Council and audience.

B. Upcoming Meetings

Upcoming meetings were announced by the Mayor as well as the regional meetings he attended on behalf of the City.

COUNCILOR COMMENTS

A. Council President Starr

Announced that the Southbound I-5 Boone Bridge Congestion Study Open House is scheduled for March 14, 2018 at 5:00 p.m. to 6:30 p.m., at City Hall.

B. Councilor Stevens

Added that there is an informational event at Charbonneau Club House on March 6, 2018 from 6:30 p.m. to 8:00 p.m. on the I-5 auxiliary lane. Ms. Stevens informed that there is also an online survey available to the public regarding the Southbound I-5 Boone Bridge Congestion Study.

Another event noted by Ms. Stevens is the Egg Hunt, on March 31, 2018 at Memorial Park.

C. Councilor Akervall

Mentioned the below events:

- April 5, 2018 the Community Garden registration opens, 8:00 a.m. at the Parks and Recreation administration building.
- Thursday, March 8, 2018 at 6:00 p.m. there is Budget Committee meeting.

D. Councilor Lehan

Remarked that the Grant Review Meeting - Community Tourism Matching Grant & Clackamas County Tourism - Community Partnership Program, is on March 15, 2018 at 6:00 p.m., at City Hall.

Councilor Lehan suggested that the City contribute something towards the Soul'd Out Choir's trip. Furthermore, she mentioned similar contributions had been done in the past for the robotics team. Ms. Lehan referred to the City Manager to confirm this it was possible for the City to make a contribution.

Mr. Cosgrove confirmed that a contribution could be made if a motion, second and vote were made by Council directing staff to do so.

Councilor Lehan then made a motion to contribute up to \$3,000 to the Soul'd Out Choir.

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

Motion: Councilor Lehan moved to contribute up to \$3,000 and have the City Manager inquire with the director on the needs of the group. Councilor Starr seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

Mayor Knapp	Yes
Council President Starr	Yes
Councilor Stevens	Yes
Councilor Lehan	Yes
Councilor Akervall	Yes

PUBLIC HEARING

A. Ordinance No. 815

An Ordinance Of The City Of Wilsonville Adopting The 2017 Water Treatment Plant Master Plan Update As A Sub-Element Of The City’s Comprehensive Plan And The Capital Improvement Project List For The Water Treatment Plant.

Mayor Knapp announced that staff made a formal request to continue the public hearing date to April 16, 2018.

Mayor Knapp asked if there was any members of the audience that wished to provide public testimony on Ordinance No. 815. No members of the audience requested to provide testimony on Ordinance No. 815. Hearing none, Mayor Knapp elected to delay the opening of the public hearing.

Councilor Lehan then made a motion to continue the public hearing to April 16, 2018.

Motion: Councilor Lehan moved to continue the public hearing on Ordinance No. 815 to April 16, 2018. Councilor Starr seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

Mayor Knapp	Yes
Council President Starr	Yes
Councilor Stevens	Yes
Councilor Lehan	Yes
Councilor Akervall	Yes

CITY MANAGER’S BUSINESS

No Report.

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

LEGAL BUSINESS

No Report.

ADJOURN

Mayor Knapp adjourned the meeting at 7:30 p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Tim Knapp, Mayor



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: March 19, 2018	Subject: Resolution No. 2675 Supplemental Budget Adjustment Staff Member: Cathy Rodocker, Assistant Finance Director Department: Finance	
Action Required	Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: March 19, 2018 <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd 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	
Comments:		
Staff Recommendation: Staff recommends that Council adopt Resolution No. 2675.		
Recommended Language for Motion: I move to approve Resolution No. 2675.		
Project / Issue Relates To: <i>[Identify which goal(s), master plans(s) your issue relates to.]</i>		
<input type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input checked="" type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

A supplemental budget resolution for the FY2017/18 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 will 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 second budget adjustment for FY2017/18 includes program adjustments and CIP funding requests.

The Code Enforcement position, originally budgeted to the Administration program will be moved to the Planning program in the Community Development Fund. A total of \$20,300 adjustment will be made to recognize this change. The Library program will be reducing various line items totaling \$35,000 to be added to the Library Improvement Project. The funding will be used to add the installation of a set of external doors to the patio, which is currently inaccessible from the building. Additional funding is required in the Parks Maintenance program totaling \$30,000 for an adjustment to the temporary employees and water line items. The excessively warm summer last year resulted in higher than anticipated water usage. The General Fund will also recognize an additional \$99,035 in CIP overhead and the Building Fund and the Community Development Fund will recognize an additional \$14,000 and \$383,585, respectively, in project management fees.

The supplemental also includes additional budget authority and funding for projects as follows:

Water Rate and SDC Study	\$ 25,700	New Project. Water Ops/SDC
WWSP Coordination	50,000	Increased expenses. Water Ops/SDC
WTP Stormwater Outfall Emergency Repair	94,468	New Project. Water Ops
Water SDC Reimbursements/Credits	69,300	Advance Rd Reimb. Water SDC
Boeckman Rd Sanitary Impr-Frog Pond	100,800	New Project. Sewer SDC
Sewer SDC Reimbursements/Credits	242,550	Advance Rd Reimb. Sewer SDC
Kinsman Rd Ext-Barber to Boeckman	665,000	PY Rollover. Streets SDC
Exit 283 Congestion Impr	510,750	Change in scope. Streets SDC/Ops
Boeckman Rd Street Impr-Frog Pond	336,000	New project. Streets SDC
Streets SDC Reimbursements/Credits	1,097,250	Advance Rd Reimb. Streets SDC
Library Improvements	384,535	Additional costs. General Fund
City Wide Parks Master Plan Update	22,510	Contract Addendum, Parks SDC
Total Requests	\$3,598,863	

The Beginning Fund Balance for the Street SDC is being restated from estimate to actual for the funding of ongoing projects.

Total Adjustment \$3,299,632

The supplemental budget adjustment also includes the following net-zero dollar request transferring budget authority and funding between projects.

Segment 3B Waterline Mitigation Site	\$ 3,000	Prior year billings. Water SDC/Ops
Water Treatment Plant Surge Tank	(1,350)	Water SDC
Annual Water Distribution System	(1,650)	Water Ops
5-Year Monitoring: Barber Rd	31,750	Excess Water Usage, Streets SDC
Signal Improvements	(11,000)	Streets SDC
SI-01&02 Clutter/Grahams Ferry Intersect	(20,750)	Streets SDC
Facilities Plan for I-5	-0-	Move authority between categories
Garden Acres Rd Stormwater System	33,029	New Project. Stormwater SDC
Willamette River Outfalls	(33,029)	Stormwater SDC
Storm Ops Allocation to Charbonneau	-0-	Net zero correction: funding sources
I-5 Undercrossing	97,150	Increased expenses. Parks SDC
Ice Age Tonquin Trail	(86,350)	Parks SDC
Parks SDC Reimbursement Credit	(10,800)	Parks SDC

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, March 14, 2018. Adoption of the Supplemental Budget Adjustment is required prior to the end of the fiscal year, June 30, 2018.

FINANCIAL REVIEW / COMMENTS:

Reviewed by: SCole Date: 3/9/2018

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 3/12/2018

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:

ATTACHMENTS:

- A. Attachment #1-Supplemental Budget Adjustments

City

Attachment #1-Supplemental Budget Adjustments

Budget Requests -Non-Capital Project Related

Administration			
Wages/Benefits	\$ (20,300)	Move Code Enforcement Officer to Planning	
Transfers Out	20,300	Transfer funding to CD Fund	
Library			
Books	(17,096)	Reduction in Library budget to fund patio doors in the	
Youth Books	(9,868)	Library Improvement Project	
Audio/Visual	(8,036)		
Public Works			
Capital Outlay	10,213	Repair of Dryer Cooling Screw: excess cost per contract	
Capital Outlay	150,000	Water Treatment Plant-Replace degraded lamella tubes	
Parks Maintenance			
Temporary Employees	20,000	Temporary Employees	
Excess water usage during hot weather months	10,000	Excess water usage during hot weather months	
CD Fund - Planning Program			
Wages/Benefits	20,300	Code Enforcement Officer	
Transfers In	(20,300)	Transfer in funding from General Fund	
Total Non-Capital Improvement Project Related Requests	\$ 155,213		

Budget Requests - Capital Projects

Restatement of Fund Balance		
Streets SDC Fund	\$ 3,299,632	The restatement of fund balance from estimated to actual is required to meet the current budget funding requirements.

Projects Requiring Additional Funding/Budget Authority

1123-Water Rate and SDC Study	\$ 25,700	New project, Water Operating and Water SDC Funds
1127-WWSP Coordination	50,000	Increased expenses, Water Operating and Water SDC Funds
1140-WTP Stormwater Outfall Temporary Repair	94,468	New project, Emergency Repair, Water Operating Fund
1994-Water SDC Reimbursements/Credit	69,300	School District/Advance Road Reimbursement
2102-Boeckman Rd Sanitary Imp-Frog Pond	100,800	New project, Sewer SDC Fund
2994-Sewer SDC Reimbursements/Credit	242,550	School District/Advance Road Reimbursement
4004-Kinsman Rd Ext-Barber to Boeckman	665,000	Additional Roll over from FY16-17, Streets SDC Fund
4199-Exit 283 Congestion Improvements	510,750	Change in scope of project, Streets SDC Fund/Road Operating
4205-Boeckman Rd Street Imp-Frog Pond	336,000	New project, Streets SDC Fund
4994-Streets SDC Reimbursements/Credit	1,097,250	School District/Advance Road Reimbursement
8098-Library Improvements	384,535	Additional costs, General Fund
9149-City Wide Parks Master Plan Update	22,510	Contract Addendum, Parks SDC
Total Requests for Additional Funding	3,598,863	

Net Zero Dollar Requests Transferring Budget Authority and Funding between Projects

1048-Annual Water Distribution System	\$ (1,650)	Funding for Proj#1126-Water Operating Fund
1111-Water Treatment Plant Surge Tank	(1,350)	Funding for Proj#1126-Water SDC Fund
1126-Segment 3B Water Line Mitigation Site	3,000	Last FY expenses recorded this FY, Water OPS/SDC
4118-Signal Improvements	(11,000)	Funding for Proj #4194-Streets SDC Fund
4190-SI-01&02 Clutter/Grahams Ferry Intersect	(20,750)	Funding for Proj #4194-Streets SDC Fund
4194-5 Year Monitoring: Barber Rd	31,750	Excess water usage, Streets SDC Fund
4204-Facilities Plan I-5	-	Move authority between Contract and CD Overhead Categories
7053-Willamette River Outfalls	(33,029)	Funding for Proj #7058, Stormwater SDC Fund
7058-Garden Acres Road Stormwater System	33,029	New project, Stormwater SDC Fund
7500-Storm Ops Allocation to Charbonneau	-	Net zero correction to funding sources
9146-I-5 Undercrossing	97,150	Increased expenses, Parks SDC Fund
9155-Ice Age Tonquin Trail	(86,350)	Funding for Proj #9146-Parks SDC Fund
9994-Parks SDC Reimbursement Credit	(10,800)	Funding for Proj #9146-Parks SDC Fund
Zero Dollar Requests	\$ -	

RESOLUTION NO. 2675

A RESOLUTION AUTHORIZING A SUPPLEMENTAL BUDGET ADJUSTMENT FOR FISCAL YEAR 2017-18.

WHEREAS, the City adopted a budget and appropriated funds for fiscal year 2017-18 by Resolution 2641; 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 19th day of March 2018 and filed with Wilsonville City Recorder this same date.

Tim Knapp, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp
Councilor Starr
Councilor Stevens
Councilor Lehan
Councilor Akervall

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
General Fund			
Interfund transfers	\$ (3,054,908)	\$ (99,035)	\$ (3,153,943)
All other resources	(31,851,360)	-	(31,851,360)
Total increase in resources	(34,906,268)	(99,035)	(35,005,303)
Administration	\$ 1,640,439	\$ (20,300)	\$ 1,620,139
Park maintenance	1,310,800	30,000	1,340,800
Library	1,984,477	(35,000)	1,949,477
Interfund transfers	2,160,913	404,835	2,565,748
Contingency	9,923,682	(280,500)	9,643,182
All other requirements	17,885,957	-	17,885,957
Net change in requirements	\$ 34,906,268	\$ 99,035	\$ 35,005,303
Interfund transfers revenue increase recognizes additional resources for the overhead charges on capital improvement projects. Increases to the Administration program is to the move the funding for the Code Enforcement Officer to the Planning Program. The increase to the Parks Maintenance is to increase in temporary employees and water usage. The Interfund transfer and decrease to the Library is for the Library Improvement Capital Project. The Interfund transfers also include the to move the funding for the Code Enforcement Officer to the Community Development Fund.			
Building Fund			
Interfund transfers	\$ -	\$ (14,000)	\$ (14,000)
All other resources	(5,221,428)	-	(5,221,428)
Total increase in resources	(5,221,428)	(14,000)	(5,235,428)
Contingency	3,232,535	14,000	3,246,535
All other requirements	1,988,893	-	1,988,893
Net change in requirements	\$ 5,221,428	\$ 14,000	\$ 5,235,428
Interfund transfers revenue increase reflects additional resources for project management fees on capital improvement projects.			
Community Development Fund			
Interfund Transfers	\$ (2,641,378)	\$ (263,885)	\$ (2,905,263)
Charges for Services	(660,400)	(140,000)	(800,400)
All other resources	(3,009,007)	-	(3,009,007)
Total increase in resources	(6,310,785)	(403,885)	(6,714,670)
Planning	\$ 1,018,372	\$ 20,300	\$ 1,038,672
Contingency	1,570,657	383,585	1,954,242
All other requirements	3,721,756	-	3,721,756
Net change in requirements	\$ 6,310,785	\$ 403,885	\$ 6,714,670
Interfund transfers revenue increase reflects additional resources for project management fees on capital improvement projects and the increase to the Planning Subsidy from the General Fund. The Planning program is increased for the move of the Code Enforcement Officer.			
Road Operating Fund			
Interfund transfers	\$ 842,416	\$ 255,375	\$ 1,097,791
Contingency	721,606	(255,375)	466,231
All other requirements	1,144,751	-	1,144,751
Net change in requirements	\$ 2,708,773	\$ -	\$ 2,708,773
Interfund transfer requirements reflect funding of the following capital improvement project: Exit 283 Congestion Improvements.			
Water Operating Fund			
Water Treatment	\$ 1,460,628	\$ 150,000	\$ 1,610,628
Interfund Transfers	1,543,581	132,318	1,675,899
Contingency	9,899,112	(282,318)	9,616,794
All other requirements	6,188,087	-	6,188,087
Net change in requirements	\$ 19,091,408	\$ -	\$ 19,091,408
Increase to the Water Treatment Plant will fund the replacement of degraded lamella tubes. Increase in interfund transfer requirements reflect funding for the following capital improvement projects: Water Rate and SDC Study, WWSP Coordination Project and the WTP Stormwater Outfall Temporary Repair. A net zero transfer will reallocate the funding between the Annual Water Distribution System and Water Treatment Plant Surge Tank and the Segment 3B Water Line Mitigation Site.			

ATTACHMENT A

NEED, PURPOSE AND AMOUNT: DETAIL BY FUND & CATEGORY

	Current Appropriations	Change in Appropriations	Amended Appropriations
Sewer Operating Fund			
Sewer Treatment	\$ 2,620,313	\$ 10,213	\$ 2,630,526
Contingency	10,778,732	(10,213)	10,768,519
All other requirements	7,495,798	-	7,495,798
Net change in requirements	<u>\$ 20,894,843</u>	<u>\$ -</u>	<u>\$ 20,894,843</u>
Increase to the Wastewater Treatment Plant will fund the replacement/repair of the dryer cooling screw.			
Stormwater Operating Fund			
Interfund transfers	\$ 1,939,729	\$ (205,000)	\$ 1,734,729
Contingency	912,085	205,000	1,117,085
All other requirements	1,334,574	-	1,334,574
Net change in requirements	<u>\$ 4,186,388</u>	<u>\$ -</u>	<u>\$ 4,186,388</u>
A decrease in interfund transfer requirements will correctly allocate the funding for the Stormwater Ops Allocation to Charbonneau project.			
Water Capital Projects Fund			
Interfund transfers	\$ (1,905,636)	\$ (239,468)	\$ (2,145,104)
All other resources	<u>(299,875)</u>	-	<u>(299,875)</u>
Total increase in resources	<u>\$ (2,205,511)</u>	<u>\$ (239,468)</u>	<u>\$ (2,444,979)</u>
Water capital projects	1,919,724	189,993	2,109,717
Interfund Transfers	209,958	49,475	259,433
Contingency	75,829	-	75,829
Net change in requirements	<u>\$ 2,205,511</u>	<u>\$ 239,468</u>	<u>\$ 2,444,979</u>
The interfund transfers and the corresponding requirements for water capital projects and transfers to other funds are for the following projects: Water Rate and SDC Study, WWSP Coordination, Water SDC Reimbursement and the WTP Stormwater Outfall Project. A net zero transfer will reallocate the funding between the Annual Water Distribution System, Water Treatment Plant Surge Tank and the Segment 3B Water Line Mitigation Site.			
Sewer Capital Projects Fund			
Interfund transfers	\$ (4,642,481)	\$ (343,350)	\$ (4,985,831)
All other resources	<u>(15,858)</u>	-	<u>(15,858)</u>
Total increase in resources	<u>\$ (4,658,339)</u>	<u>\$ (343,350)</u>	<u>\$ (5,001,689)</u>
Sewer capital projects	4,133,814	300,000	4,433,814
Interfund Transfers	436,060	43,350	479,410
Contingency	88,465	-	88,465
Net change in requirements	<u>\$ 4,658,339</u>	<u>\$ 343,350</u>	<u>\$ 5,001,689</u>
The interfund transfers and the corresponding requirements for sewer capital projects and transfer requirements are for the following capital projects: Boeckman Rd Sanitary Improvements-Frog Pond and Sewer SDC Reimbursement.			
Streets Capital Projects Fund			
Interfund transfers	\$ (245,000)	\$ (2,609,000)	\$ (2,854,000)
All other resources	<u>(11,536,788)</u>	-	<u>(11,536,788)</u>
Total increase in resources	<u>\$ (11,781,788)</u>	<u>\$ (2,609,000)</u>	<u>\$ (14,390,788)</u>
Streets capital projects	9,715,423	2,380,500	12,095,923
Interfund Transfers	955,899	228,500	1,184,399
Contingency	1,110,466	-	1,110,466
Net change in requirements	<u>\$ 11,781,788</u>	<u>\$ 2,609,000</u>	<u>\$ 14,390,788</u>
The interfund transfers and the corresponding requirements for street capital projects and transfers to other funds is for the following projects: Kinsman Rd Ext-Barber to Boeckman, Exit 283 Congestion Improvements, Street SDC Reimbursement and Boeckman Rd Street Improvements-Frog Pond. A net zero dollar adjustment will move excess funding from the Signal Improvements and SI-01&02 Clutter/Grahams Ferry Intersect to the 5 Year Monitoring, Barber Rd. Project.			
Stormwater Capital Projects Fund			
Interfund transfers	\$ (1,684,095)	\$ 205,000	\$ (1,479,095)
All other resources	<u>(1,179,052)</u>	(205,000)	<u>(1,384,052)</u>
Total increase in resources	<u>\$ (2,863,147)</u>	<u>\$ -</u>	<u>\$ (2,863,147)</u>
A reduction in transfers in is due to the funding of the Stormwater Ops Allocation for the Charbonneau project. A net zero dollar adjustment will move excess funding from the Willamette River Outfalls to the Garden Acres Road Stormwater System			

ATTACHMENT A

NEED, PURPOSE AND AMOUNT: DETAIL BY FUND & CATEGORY

	Current Appropriations	Change in Appropriations	Amended Appropriations
Facilities/Information Services Capital Projects Fund			
Interfund transfers	\$ (1,695,448)	\$ (384,535)	(2,079,983)
All other resources	(1,428,550)	-	(1,428,550)
Total increase in resources	<u>\$ (3,123,998)</u>	<u>\$ (384,535)</u>	<u>(3,508,533)</u>
Facilities/Information Services capital projects	\$ 2,904,223	\$ 350,000	\$ 3,254,223
Interfund Transfers	30,600	34,535	65,135
Contingency	189,175	-	189,175
Net change in requirements	<u>\$ 3,123,998</u>	<u>\$ 384,535</u>	<u>\$ 3,508,533</u>
The interfund transfers and the corresponding requirements for facilities/information services capital projects and transfer requirements is for the following capital project: Library Improvements			
Parks Capital Projects Fund			
Interfund transfers	\$ (5,037,768)	\$ (22,510)	\$ (5,060,278)
All other resources	(62,211)	-	(62,211)
Total increase in resources	<u>\$ (5,099,979)</u>	<u>\$ (22,510)</u>	<u>\$ (5,122,489)</u>
Parks capital projects	\$ 4,468,371	\$ 21,750	\$ 4,490,121
Interfund Transfers	495,543	760	496,303
Contingency	136,065	-	136,065
Net change in requirements	<u>\$ 5,099,979</u>	<u>\$ 22,510</u>	<u>\$ 5,122,489</u>
The interfund transfers and the corresponding requirements for parks capital projects and transfer requirements is for the following capital project: City Wide Parks Master Plan Update. A net zero dollar adjustment will move excess funding from the Ice Age Tonquin Trail and Parks SDC Reimbursement/Credit project to the I-5 Undercrossing project.			
Water SDC Fund			
Interfund Transfers	\$ 1,351,851	\$ 107,150	\$ 1,459,001
Contingency	6,681,068	(107,150)	6,573,918
Materials and Services	9,793	-	9,793
Net change in requirements	<u>\$ 8,042,712</u>	<u>\$ -</u>	<u>\$ 8,042,712</u>
The transfer to other funds is for the following projects: Water Rate and SDC Study and the WWSP Coordination projects. A net zero adjustment will move excess funding from the Water Treatment Plant Surge Tank project to the Segment 3B Water Line Mitigation Site.			
Sewer SDC Fund			
Interfund Transfers	\$ 3,010,067	\$ 343,350	\$ 3,353,417
Contingency	7,629,586	(343,350)	7,286,236
Materials and Services	6,325	-	6,325
Net change in requirements	<u>\$ 10,645,978</u>	<u>\$ -</u>	<u>\$ 10,645,978</u>
The transfer to other funds is for the following project: Boeckman Rd Sanitary Improvements, Frog Pond.			
Street SDC Fund			
Beginning Fund Balance	\$ 5,762,013	\$ 3,299,632	\$ 9,061,645
All other resources	4,250,374	-	4,250,374
Net change in resources	<u>\$ 10,012,387</u>	<u>\$ 3,299,632</u>	<u>\$ 13,312,019</u>
Interfund Transfers	\$ 7,908,622	\$ 2,353,625	\$ 10,262,247
Contingency	2,087,545	946,007	3,033,552
Materials and Services	16,220	-	16,220
Net change in requirements	<u>\$ 10,012,387</u>	<u>\$ 3,299,632</u>	<u>\$ 13,312,019</u>
The Beginning fund balance is being restated from budget to actual to allow for the funding of approved capital projects. The transfer to other funds is for the following projects: Kinsman Rd Ext-Barber to Boeckman, Exit 283 Congestion Improvements and Boeckman Rd Street Improvements, Frog Pond. A net zero adjustment will move excess funding from the Signal Improvement and SI-01&02 Clutter/Grahams Ferry Intersect projects to the 5 Year Monitoring at Barber Rd.			

**ATTACHMENT A
NEED, PURPOSE AND AMOUNT: DETAIL BY FUND & CATEGORY**

	Current Appropriations	Change in Appropriations	Amended Appropriations
Stormwater SDC			
Interfund Transfers	\$ 243,738	\$ -	\$ 243,738
Contingency	3,035,411	-	3,035,411
Materials and Services	2,652	-	2,652
Net change in requirements	\$ 3,281,801	\$ -	\$ 3,281,801
A net zero adjustment will move excess funding from the Willamette River Outfalls project to the Garden Acres Road Stormwater System project.			
Parks SDC Fund			
Interfund Transfers	\$ 4,671,693	\$ 22,510	\$ 4,694,203
Contingency	3,652,811	(22,510)	3,630,301
Materials and Services	3,928	-	3,928
Net change in requirements	\$ 8,328,432	\$ -	\$ 8,328,432
The transfer to other funds is for the following project: Citywide Parks Master Plan Update. A zero dollar adjustment will move excess funding from the Ice Age Tonquin Trail and Parks SDC Reimbursement/Credit projects to the I-5 Undercrossing project.			



FEBRUARY 2018 MONTHLY REPORT

From The Director's Office

Greetings! February began with the Smart Growth Conference in San Francisco. Miranda Bateschell, Charlie Tso, Susan Cole, and I enjoyed the company of several Planning Commissioners, DRB members, and Councilor Akervall and Mayor Knapp while we attended informative presentations and networked with other professionals. A primary conference topic focused on affordable housing—not only a challenge in Wilsonville and in Oregon, but a national issue.

We honored Don Walters, Building Plans Examiner, as he embarks on his retirement after serving the Wilsonville community for 18½ years. Thank you, Don, for the unique role you played in assuring structures built in Wilsonville are safe and meet relevant building codes. He built positive relationships with his customers, peers, and co-workers. Thank you, Don, for your valuable contribution to the Wilsonville community and collaboration with Community Development staff.

Congratulations to Kim Rybold and Jordan Vance for putting the finishing touches on the new Form-Based Development Code! And thanks to Dan Pauly for his knowledgeable guidance in assuring compatibility between the new and existing codes.

We started construction on two new projects and awarded contracts on one new project. The I-5 southbound on-ramp expansion began along with the Tooze Road urbanization project. The contract for Charbonneau Storm Improvements, Phase 3 was awarded to Braun Construction. The Library remodel is also underway.

We enthusiastically report renewed activity on two projects that experienced delays in 2017:

- The Basalt Creek Concept Plan is now on a fast track to a Metro decision on what land use is most appropriate for the 40-acre “South Central” subarea—residential or employment? On February 21, Metro staff issued their report to which the cities of Tualatin and Wilsonville will respond on March 7. Rebuttal from each city to the other’s brief is due March 14. Based on these reports, the Metro Chief Operations Officer will make a recommendation to the Metro Council for consideration on April 19. After the decision, city staffs will work toward finalizing the Concept Plan in June.
- The French Prairie Bridge project restarted after working with ODOT and FHWA to carefully determine how best to define and comply with NEPA (National Environmental Policy Act) requirements. The project is back on track for the advisory committees and City Council to select their preferred bridge location.

The Planning Commission held their public hearing for the 2017 Water Treatment Plant Master Plan Update on February 14. This is a very important document that details projects that are needed at the plant to meet performance standards for ongoing operational and future water demand needs. This information is critical as we prepare the 2018-19 budget and plan the 5-year capital improvement program. –Nancy Kraushaar, PE



Building Division

A Master of His Craft

Don Walters made a dramatic impact to our built environment in Wilsonville over the span of his 18+ year career, serving as Wilsonville's lead Building Plans Examiner. In February 2018, Don officially entered that blissful state called retirement!

Roughly 80% of our time as humans is spent in buildings and it's vitally important that these buildings meet minimum codes to ensure a safe and healthy built environment. Don's primary role as a plans examiner is to review proposed construction plans to ensure projects will be built to code. Not only are our buildings safer and more energy efficient because of Don's work, but he's managed to leave a lasting and positive impression on his co-workers, peers, and more importantly, his customers.

Dan Carlson, Don's supervisor, said, "It's pretty awesome when you have a plans examiner who really cares about building safety the way Don does, but also has a genuine care for his coworkers and those he calls his customers."

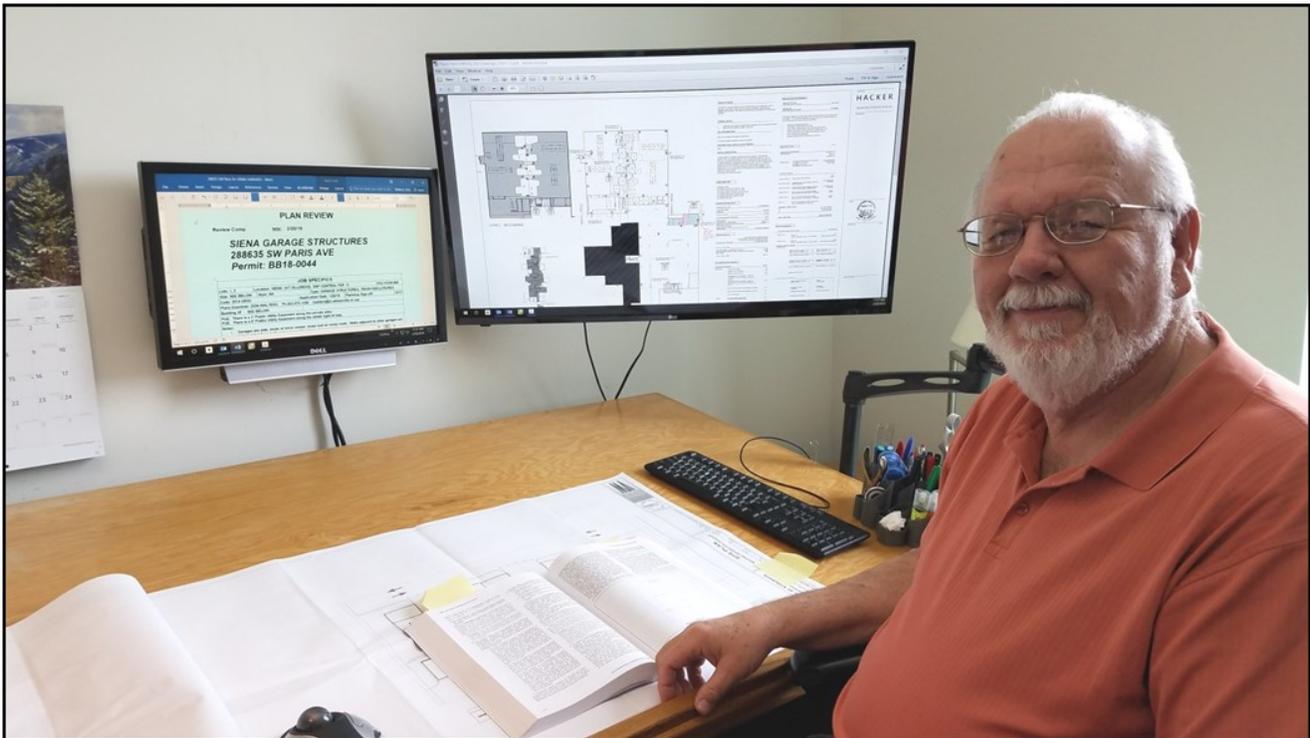
In 18+ Years Don Approved...

2,045 Apartment Units

4,591 New Homes

4.1 Million Square Feet of Floor Area

\$736 Million in Projects Since 2007



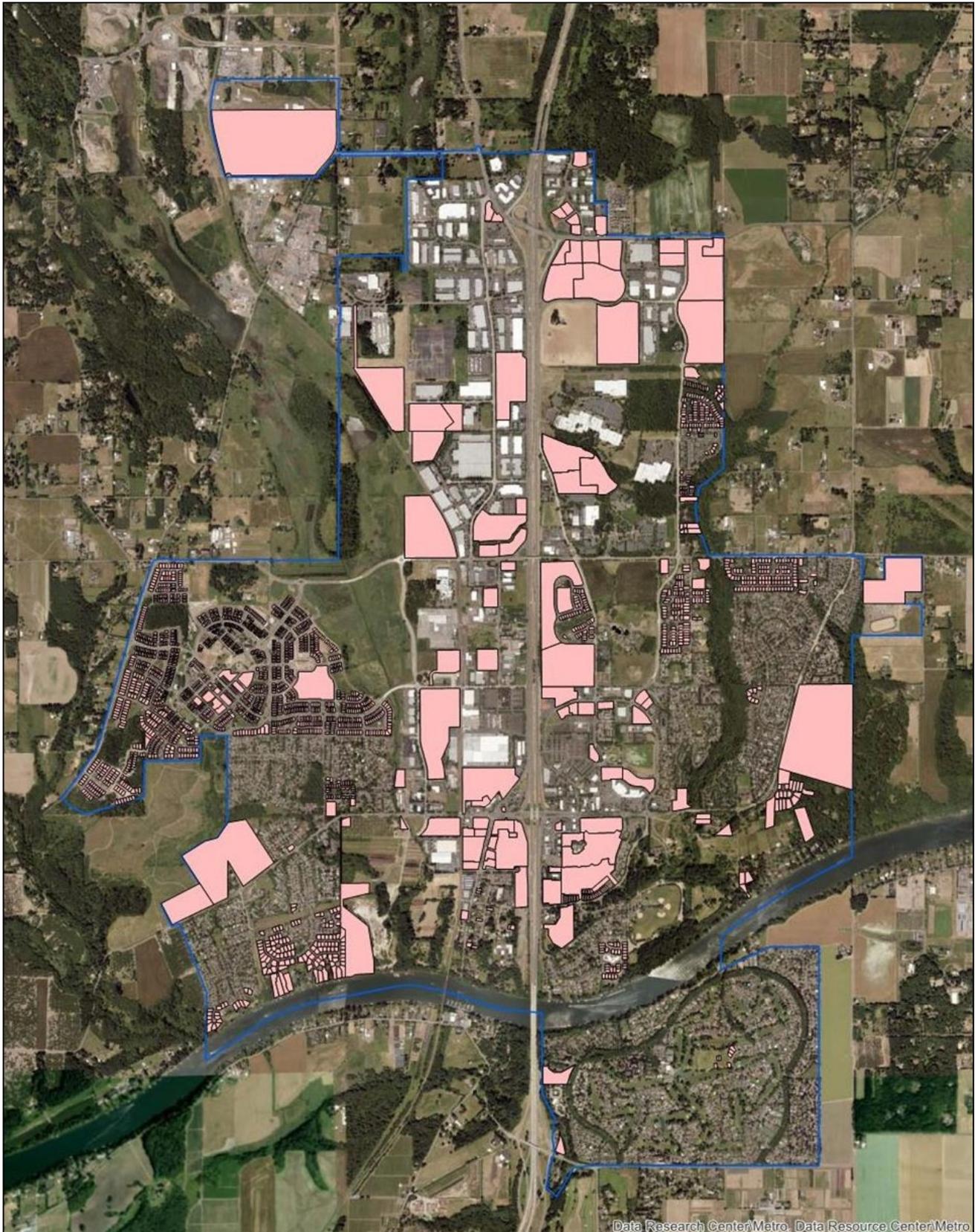
The volume of work which spans an 18-1/2 year career as a plans examiner in one city is staggering. Especially since the population in Wilsonville has nearly doubled in size to an estimated 24,868 in 2018 since Don started.

On the next page is an impressive overlay of all the projects, shown in pink, where Don has performed a plan review to ensure compliance with the adopted building safety codes.

Retirement will enable Don to spend more time with his family and friends, and putting his finely honed woodworking skills to use in his woodshop. As we celebrate Don's contribution to the community of Wilsonville and his lengthy tenure, we wish him the very best in his next adventure.

Congratulations Don and thank you for your service!

Building Division (Cont.)



Data Research Center/Metro, Data Resource Center/Metro

Map of projects where Don has performed a plan review to check building code compliance.

Economic Development

- **Urban Renewal**

- **Year 2000 URA Maximum Indebtedness:**

- Staff has been meeting with the Year 2000 URA overlapping taxing jurisdictions (Clackamas County, School District, City of Wilsonville) to obtain formal concurrence that will allow the agency to increase maximum indebtedness of the Year 2000 URA to help finance the Boeckman Dip Bridge project.
 - School District: **Passed resolution** supporting amendment on January 8
 - Clackamas County: Board requested policy/work session on March 13 to have more in-depth conversation on proposed amendment and impacts to the County
 - City of Wilsonville: Council vote rescheduled for May 7

- **Coffee Creek Urban Renewal Area**

- Financing: Staff is pursuing other financing options for \$8.3M Garden Acres Road project—including infrastructure grants from Business Oregon and ODOT—as financing of project is not feasible after SORT Biodigester Facility and Universal Health projects were stalled, leaving only 1 potential new development in Coffee Creek, Precision Countertops
 - Form-Based Code: Form-Based Code was adopted by City Council at second reading on February 22. The new code aims to attract development and investment in Coffee Creek, provide greater developer certainty through clear and objective standards, and serve as a framework to guide high-quality industrial design and connectivity in the district

- **Business Retention/Expansion**

- Town Center Outreach

- Planning and Economic Development departments partnered with local business owner Ryan McCormic of Next Level Chiropractic to host a lunch roundtable for businesses located in the NE quadrant of the intersection at SW Town Center Loop West and SW Wilsonville Road. Staff answered questions about the project and potential retention/expansion programs to promote growth of local businesses, as well as tried to assuage anxiety expressed by a few participants about potential future displacement due to rising rent in Town Center
 - Planning and Economic Development conducted stakeholder interviews with a few key Town Center Property owners, including Kaiser, Clackamas Community College, and Brad Gevurtz, to provide a project update and talk about integration and partnership opportunities

- **Regional Leadership**

- Economic Development Manager Jordan Vance has been selected as a “regional champion” for Greater Portland Inc (GPI) to help raise awareness of key regional economic development issues by communicating with, educating, and informing stakeholders, policy makers, citizens, and the media. GPI Ambassadors met in early February to talk about 2018 goals for the program. This will be a great forum to help elevate the profile of Wilsonville on a regional and state level



Engineering Division, Capital Projects

5th Street / Kinsman Road Extension (4196)

The design engineer is working towards the 90% design level plans, which is expected to be reached and submitted for review on March 6. Recently, much of our work has been focused on looking at the costs, scaling back the work where possible, and reviewing different funding options and sources.

Charbonneau High Priority Utility Repair Phase II (2500/7500)

This project continues the replacement and repair of the most deficient sewer and storm pipes within Charbonneau. This project represents the second of three planned phases to construction over three years. Construction is complete with the exception of a conflicting PGE conduit, which will be completed in the spring 2018.

Charbonneau High Priority Utility Repair Phase III (7500)

This project continues the replacement and repair of the most deficient storm pipes within Charbonneau. This project represents the last of three planned phases to construction over three years. City Council awarded the construction contract to Braun Construction & Design at the February 22 City Council Regular Session for \$921,783.00. Construction to begin in mid-March.



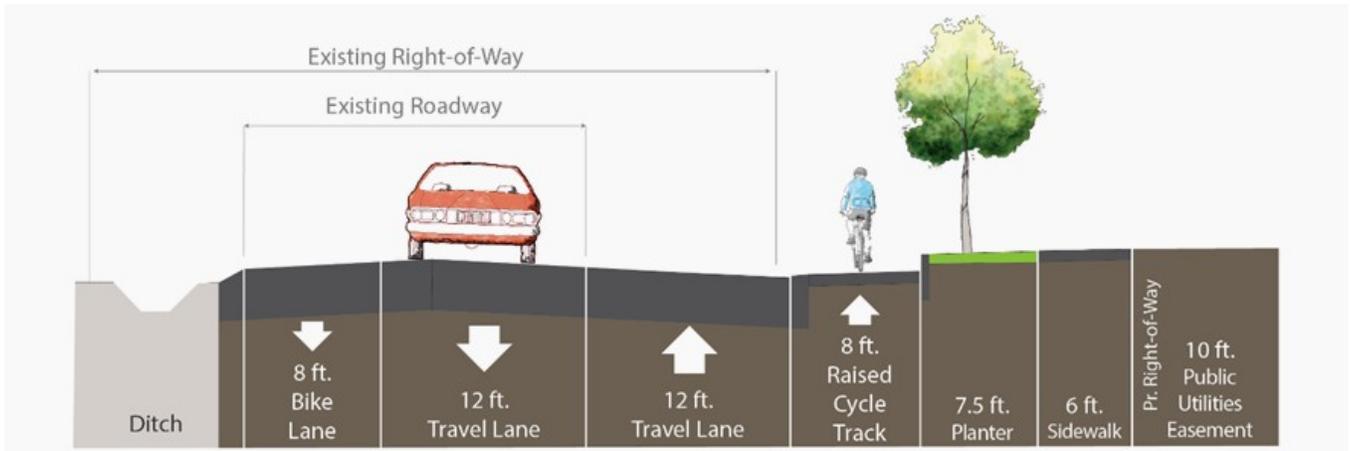
Engineering Division, Capital Projects (Cont.)

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. Staff is coordinating with ODOT to determine the Environmental Assessment scope of work and cost. The Technical Advisory Committee was scheduled to finalize bridge location scoring on February 28. The Task Force is scheduled to make a final bridge location recommendation to the City Council on April 12. The project team will bring the final bridge location recommendation to City Council for discussion in May.

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. City Council accepted the roadway cross section at the work session meeting on February 22. Design is at 50%, with utility design work currently underway and property acquisition beginning within the next month.



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. Currently checking with Metro on options for use of grant funds. Design of the bridge will begin after completion of the Town Center Plan.

Kinsman Road Extension (4004)

This project involves construction of a new section of Kinsman Road between Barber Street and Boeckman Road and includes upsizing and relocation of 30" sanitary sewer pipe (Coffee Creek Interceptor Upsizing (CIP 2079) and installation of 66" water line for the Willamette Water Supply Program (CIP 1127)). Contractor has nearly completed project corrections. The final project inspection with ODOT will occur on March 2.

Willamette River Stormwater Outfalls (7053):

Due to a lack of funding in the Stormwater accounts this project has been postponed to Summer 2019. We will still work to complete the plans and have them ready to go out for bid in January 2019

Engineering Division, Capital Projects (Cont.)

WWSP Coordination (1127)

Ongoing coordination efforts are occurring for the Garden Acres Road project (4201), the 5th/Kinsman project (4196), and the Kinsman/Wilsonville Road truck turning improvements. WWSP 60% design plans have been submitted for City review for 5th/Kinsman project and Kinsman/Wilsonville Road truck turning improvements.

Engineering Division, Private Developments

Frog Pond Development

With the proposed development by Pahlisch Homes in the southwesterly corner of Frog Pond West the City is responsible for about 500 feet of off-site sanitary sewer work on Boeckman Road and down to the existing main near Boeckman Creek. Staff is working with Pahlisch Homes in drafting a development agreement to have the developer do the work and be reimbursed by the City.

Marion's Carpets

Construction is ongoing on the Marion Carpets building on Boones Ferry Road just north of Barber Street. Street widening and sidewalk construction work is anticipated to start in March.

Villebois Calais East

Construction is ongoing on the Villebois Calais East subdivision—68 lots adjacent to Tooze Road. Construction of our Tooze Road CIP project is also starting. Fortunately, the same contractor was low bid for the Tooze Road work so it should create a seamless transition between the public project and private development.

Natural Resources

Privately Owned Pump/Lift Stations

In Wilsonville, there are 14 privately owned and operated pump/lift stations. They are primarily for sanitary service, but two of the stations pump stormwater. Some of the stations date to the 1970s. They are located on residential, commercial, and industrial properties. In 2016, City staff identified a number of deficiencies with the sanitary lift station at Jory Trail, which included spills associated with a malfunctioning pump. Due to an enforcement action, the property owner made improvements to the lift station and surrounding area.

Over the last six months, Stormwater Management Coordinator Sarah Sand has been working with the Public Works Department to conduct an education and outreach effort with the owners of pump/lift stations. They have reminded owners about their responsibilities and emphasized the need for appropriate safety measures and proper maintenance. A reporting system is being developed, which will require annual reports that document maintenance activities and other measures to keep pump/lift stations properly functioning.



Jory Trail Sanitary Lift Station

Before



After

Planning Division, Current

Projects Being Prepared for DRB Hearings

- New Master Sign Plan for Wilsonville Business Center along 95th Avenue
- 10 Unit Detached Condo Development 4th Street and Fir Avenue-Old Town
- Stafford Meadows—44 lot subdivision in Frog Pond (West Hills Development)
- Morgan Farm—82 lot subdivision in Frog Pond (Pahlisch Homes)
- Eyehealth Northwest-New medical office building in Town Center
- Aspen Meadows II—6 lot subdivision off Canyon Creek Road South
- Republic Services renewal of temporary use permit for modular offices

Administrative Land Use Decisions Issued

- New hitting practice structure for Charbonneau Golf Club
- Artificial turf field and field lighting at Wood Middle School
- Architectural revisions to Siena condo buildings in the Villebois Village Center
- 1 Class I Administrative Review
- 5 Type A Tree Permits
- 5 Type B Tree Permits
- 1 Class I Sign Permits
- New Single-family building permits
- New multi-family building permits for Siena Condos in Villebois Village Center

Board and Commission Updates

Development Review Board (DRB)

DRB—Panel A met on February 12. Following a public hearing, the board unanimously approved a sign waiver to allow the conversion of the existing freestanding price sign for 76 on SW Parkway Avenue near SW Main Street from a manual change price sign to a digital price sign. The board also approved other minor sign changes related to a corporate rebranding for 76. During their February 5 meeting, the City Council appointed Shanti Villarreal to serve on a Development Review Board. She received an assignment to fill a vacancy on Panel A.

DRB—Panel B met on February 26. The board elected Richard Martens as chair for 2018 and Samy Nada as vice chair. Following public hearings, the board approved a digital freestanding sign for the new Marion's Carpet on Boones Ferry Road just north of Barber Street and a 5-year temporary use permit for a model home complex at the Calais East at Villebois subdivision. During their February 5 meeting, the City Council appointed Tracy Meyer to serve on a Development Review Board. She received an assignment to fill a vacancy on Panel B and participated in this month's DRB meeting.

Planning Commission

The February 14 Planning Commission opened by welcoming new Planning Commissioner Ron Heberlein. Heberlein formerly served on the Development Review Board. Following this welcome, a hearing was held on the Water Treatment Plant Master Plan project as presented by Community Development Director Nancy Kraushaar. Resolution LP18-0002 was unanimously approved with a request for additional language added to the Master Plan. The first reading before City Council of the Water Treatment Plan Master Plan project will be on April 2.

Following the hearing, Andrew Sheehan, Public Works Intern, presented tree survey findings regarding the City's Tree Inventory. Thereafter, Kraushaar presented the Southbound I-5 Boone Bridge Auxiliary Lane Study, a joint project with ODOT.

Planning Division, Long Range



Basalt Creek Concept Plan

The Cities of Tualatin and Wilsonville received a report from Metro staff to its Chief Operation Officer dated February 21, 2018 pertaining to the Basalt Creek Planning Area. This report includes a Metro staff recommendation regarding the specific land use for the Central Subarea and initiates a decision-making process that includes the timeframe for Metro to conclude its decision. The Metro staff report is posted to the City of Tualatin website at www.tualatin.gov/planning on the Basalt Creek Concept Plan page. City staff is preparing a brief to submit to Metro by the March 7 deadline that will be reviewed by Metro's COO in making a recommendation to the Metro Council. The COO's recommendation will be posted March 23 and the Metro Council will make a decision at a Metro Council meeting in April (tentatively scheduled for April 19).

General project information is available on the project website <http://www.basaltcreek.com/>.

Coffee Creek Industrial Form-Based Code

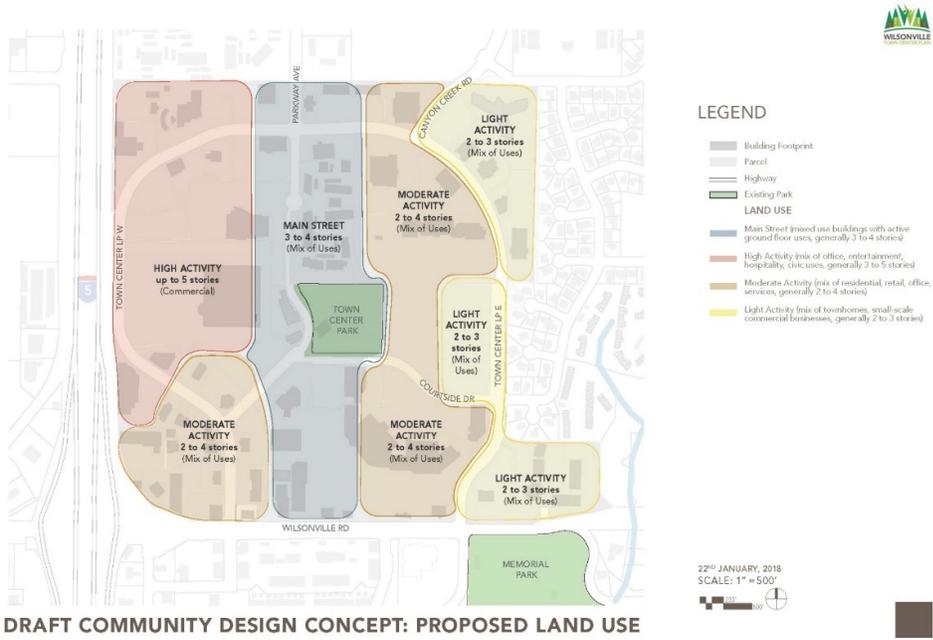
On February 5, the City Council conducted a public hearing on the Coffee Creek Industrial Form-Based Code, approving on first reading an ordinance adopting the new development standards for the Coffee Creek Industrial Area. The Council approved the ordinance on second reading on February 22. The project adopts clear and objective development standards and a Pattern Book to guide industrial development in Coffee Creek. Applications meeting all of the clear and objective Code standards will be approved administratively by staff, providing applicants with greater outcome certainty. Applications requesting waivers to one or more of the clear and objective standards will continue to be reviewed by the Development Review Board.

More information on the Coffee Creek Industrial FBC is available on the project website at <http://www.ci.wilsonville.or.us/FormCode>.

Sign Design and Wayfinding Signage Plan

Staff conducted a request for proposals for professional design services to assist the city in creating a sign design and wayfinding signage plan. Four proposals were received. An internal team comprised of Public Works, Parks, Administration, and Planning staff reviewed and ranked the proposals, selecting Alta Planning and Design as the most qualified firm. A scope of work is being prepared for a Council action on the contract at the March 19 City Council meeting.

Planning Division, Long Range



DRAFT COMMUNITY DESIGN CONCEPT: PROPOSED LAND USE

The project team continues to host meetings and events to gather input on the draft Community Design Concept for Town Center. As part of the public outreach, we:

- Invited the public to participate in an online survey
- Invited the public to attend the Town Center Open House at City Hall, held on February 8
- Held meetings with key property owners, including Regal Cinemas, ROIC, Fry’s, Kaiser, and Clackamas Community College representatives
- Continued a semester-long program with Meridian Creek Middle School 7th grade classes, which will get students’ input on the Town Center Plan through multiple class projects
- Held the last of two Focus Group Meetings for Wilsonville residents living in or nearby Town Center;
- Partnered with staff at Wood Middle School to schedule a Town Center Latino Family Night (open house) on March 1 for Wilsonville’s Spanish-speaking population.

The feedback we collect will be used to modify the draft Town Center Design Concept. The final concept will then form the basis of the draft Town Center Plan, which will be presented in late spring. For additional information about the Town Center Plan project, visit the project website www.wilsonvilletowncenter.com.

The new survey is open until March 5 and focuses on the draft Community Design Concept. Please share it with your neighbors, family and friends: <http://bit.ly/towncenterconcept>



**Wilsonville Public Library
Monthly Report to Council
March 2018**

Library Renovation Update

Substantial completion of the library renovation project is now scheduled for June 28th. Progress has been delayed due to a delay in the delivery of the new carpet.

Currently, the Children's area remains closed and the Fiction stacks have been emptied. Both collections have been moved to the non-fiction stacks and remain available. In order to keep construction crews on schedule as much as possible, library staff and the contractor have been working together to identify areas that can be worked on without unduly disturbing the library environment. These have included, demolishing the Heritage desk and part of the Circulation desk, removing the windows of the Adult Services office, and preparing the Fiction area for work. Contractors will begin remodeling the wall opposite from the circulation desk this week.

Additional costs related to unexpected conditions or other changes is thus far minimal, but there is much work yet to be done.

Many elements of the project were removed after construction bids came in higher than expected, including a door from the Walt Morey Children's Room to the children's patio on the West side of the library building. That door has now been restored to the project using savings resulting from the library having to reduce collection purchases and processing during the renovation.

Project Summary:

Construction will touch just about every square inch of the library and should be complete by the end of June. Notable elements of the renovation include new carpet and paint throughout the Library, replacing the heating units in the 'old' part of the library (these units were originally installed in 1988 when the original building was constructed), remodeling bathrooms by the non-fiction collection to make them ADA accessible, and replacing the Library's Adult and Children's Reference desks as well as the Circulation desk to reduce their overall footprint and open the central core of the Library.

Library use generally down during construction

Not surprisingly, library checkouts and programming attendance is down during construction.

Overall, physical item circulation in February is down 13% from last year. Children's nonfiction circulation is down 36% and CD music circulation is down 37%. Circulation of adult nonfiction is more surprising, however. As you may remember, we boxed that collection in late January and except for a small collection of items that were checked out when the collection is boxed, it sits in the library's Oak Room. Circulation of adult nonfiction is down only 22%. How can that be you might wonder? So do we. Once the renovation is behind us, we'll be taking a look.

You may well know that the library has taken its programming on the road during construction. We are doing Storytime and other kids programming in Council Chambers, and utilizing the Community Center and other locations for adult programs. Across the board, attendance is down at both adult and children's programs. Storytime attendance is down by nearly half, and Booknotes by over half.

The next Library Board meeting will be March 28th at 6:30pm at the Library.



FEBRUARY 2018 MONTHLY REPORT

Recreation Updates:

The Community Center partnered with several other organizations to conduct programs this month, including OHSU and The Alzheimer's Association. A "Fall Prevention" seminar, hosted by OHSU, had 12 seniors attend, and a presentation by the Alzheimer's Association titled, "Healthier Living for your Brain and Body", had seven individuals attend.

The Community Center also got some excellent news, as the kitchen received a perfect 100% on their Oregon Health Authority inspection! Way to go Evie and Janice!

On February 16th, the department took part in welcoming local elementary school students from Boones Ferry into City Hall to learn about each department. Recreation Coordinator, Erica Behler, asked the students a simple question, "What do parks mean to you?" The students were then given the chance to draw a picture to answer the question - a mural of their artwork now hangs in the Parks and Recreation Administrative Building.

Field Sign-Up Night took place on the 12th and reaffirmed the fact that fields are in very high demand! Compromises were made and the local sports organization that took part worked together to create and finalize their summer field schedules.

Board Updates:

WCSI: The board continues to discuss additional fundraising opportunities and is exploring the possibility of a Spring Fashion Show.

Parks & Recreation Board: The board was given a presentation by Morgan Estates on the Boeckman Creek Regional Trail and Trail Head Improvements Recommendation to DRB passed 5-0 as presented, with the inclusion of a center dividing line on trail for safety purposes.



Parks Maintenance Updates



Continued pruning at Memorial Park



Began prepping ball fields



**Began preparations for expanded
Community Garden Parking Lot**



Began prepping Community Garden



Wilsonville January 2018



City of Wilsonville Police Department

30000 SW Town Center Loop E
Wilsonville, OR 97070

In Partnership with

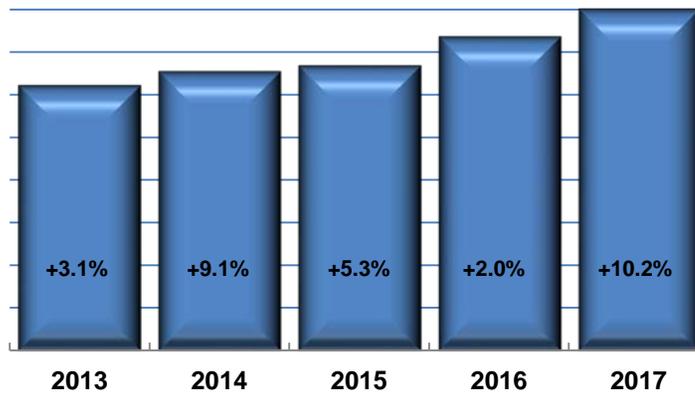


Monthly Summary

During January 2018, 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 714 calls for service, which was an average of 23.0 calls a day.

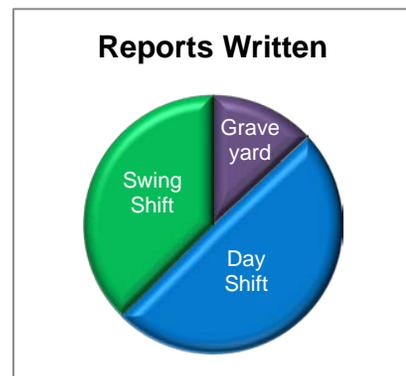
Below is a chart showing the number of calls for service in the City during the last 5 years.

<u>Year</u>	<u>Number of Calls</u>	<u>Monthly Average</u>	<u>Daily Average</u>
2013	6,230	519.2	17.1
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



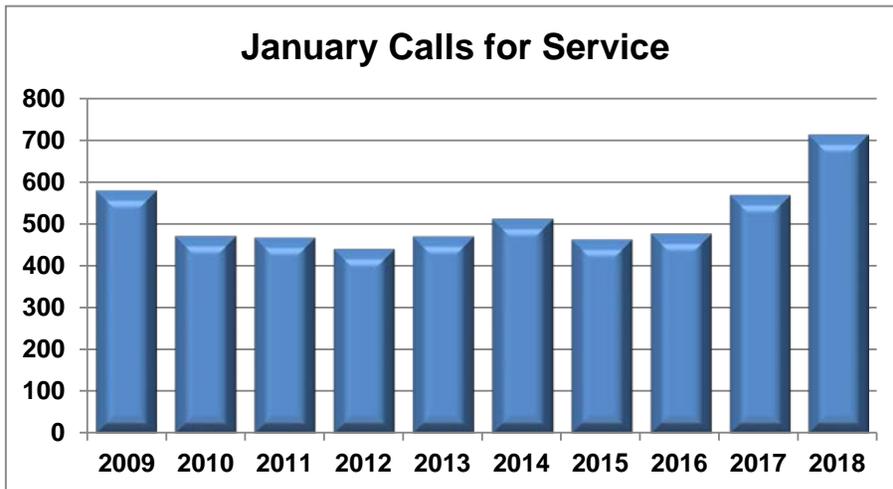
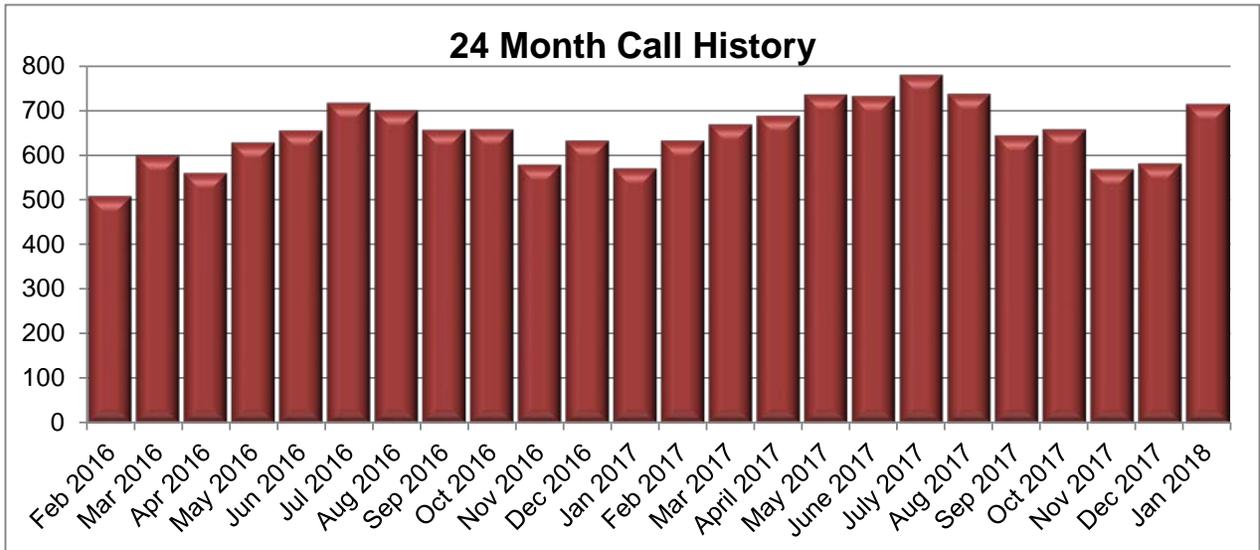
An overall look at the shift activity shows the following percentages of calls taken, traffic stops made and reports written for January.

	<u>Percentage of Calls Taken</u>	<u>Percentage of Traffic Stops</u>	<u>Percentage of Reports Written</u>
Graveyard	15.4%	24.3%	13.1%
Day Shift	54.2%	46.7%	49.4%
Swing Shift	30.4%	29.0%	37.5%



Calls for Service

Number of Calls Per Shift	January 2018	January 2017	Monthly Average 2017
Graveyard (2100-0700)	110	130	131.4
Day Shift (0700-1700)	387	266	320.3
Swing Shift (1100-0300)	217	174	216.7
Monthly Total	714	570	668.4
Daily Average	23.0	18.4	22.0



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	January 2018	January 2017	2017 Monthly Avg.
Parking Complaint	68	38	51.6
Alarm	63	70	66.8
Theft	61	37	42.0
Assist Public	49	44	42.8
Traffic Complaint	40	16	35.0
Assist Agency	36	25	30.5
Traffic Crash	36	32	27.8
Disturbance	29	33	34.5
Suspicious Person	28	24	33.2
Threat / Harassment	27	16	20.0
Welfare Check	25	29	27.9
Fraud	19	17	18.6
Suspicious Vehicle	19	27	16.2
Provide Information	18	6	13.5
Other	18	6	11.2
Unknown / Incomplete	16	6	9.0
Property Investigation	14	12	16.2
Suspicious Circumstances	14	11	13.8
Fire Services	13	9	9.7
Juvenile Problem	12	17	17.0
Unwanted / Trespass	11	15	20.5
Abandoned Vehicle	9	1	3.5
Hazard	8	12	10.3
Noise Complaint	8	3	7.7
Suicide Attempt / Threat	8	9	8.2
Vice Complaint	8	9	8.7
Animal Complaint	6	4	12.4
Stolen Vehicle	6	4	5.7
Assault	5	2	5.3
Mental	5	3	6.1
Criminal Mischief	5	14	12.1
Viol. Restraining Order	5	3	2.3
Burglary	4	3	5.0
Recovered Stolen Vehicle	4	1	1.9
Runaway	4	3	5.3
Sex Crimes	3	3	2.7
Death Investigation	3	2	1.8
Extra Patrol Request	2	2	2.1
Missing Person	2		3.9
Robbery	2		0.8
Prowler	1	1	0.5
Minor in Possession			1.9
Open Door / Window		1	1.2
Promiscuous Shooting			1.1
Shooting			0.1
Total Calls:	714	570	668.4

Median Response Times to Dispatched Calls

All Dispatched Calls	January 2018	Previous 12 Month Average
Input to Dispatch (Time call was on hold)	3:35 Minutes	3:10 Minutes
Dispatch to Arrival (Time it took the deputy to arrive after being dispatched)	5:25 Minutes	5:24 Minutes

Priority 1 & 2 Calls	January 2018	Previous 12 Month Average
Input to Dispatch (Time call was on hold)	2:30 Minutes	2:33 Minutes
Dispatch to Arrival (Time it took the deputy to arrive after being dispatched)	5:07 Minutes	4:45 Minutes

Other / Self-Initiated Activity

Type of Call	January 2018	January 2017	2017 Monthly Avg.
Traffic Stop	317	315	339.8
Follow-Up Contact	102	101	92.3
Suspicious Veh. Stop	51	47	53.4
Detail	29	32	32.7
Subject Stop	23	31	28.2
Training	16	13	15.5
Warrant Service	13	6	7.7
Meeting	11	7	10.6
Premise Check	9	6	8.8
Suspect Contact	6	4	4.6
Court	3	2	4.8
Foot Patrol	2	8	4.2
Total Calls:	582	572	602.6

Reports Written

During January, 176 reports were written. 13.1% were written by the graveyard shift, 49.4% by the dayshift units and 37.5% were written by the swing shift units.

Type of Report	January 2018	January 2017	2017 Monthly Avg.
Theft	46	28	31.1
Traffic Crash	15	18	10.9
Criminal Mischief	7	14	9.0
Drug Crimes	7	4	6.3
Stolen Vehicle	5	4	3.6
Burglary	4	3	3.2
Identity Theft	3	8	2.5
Assault	1	3	4.9
Other Reports	88	124	114.4
Total Calls:	176	206	185.9

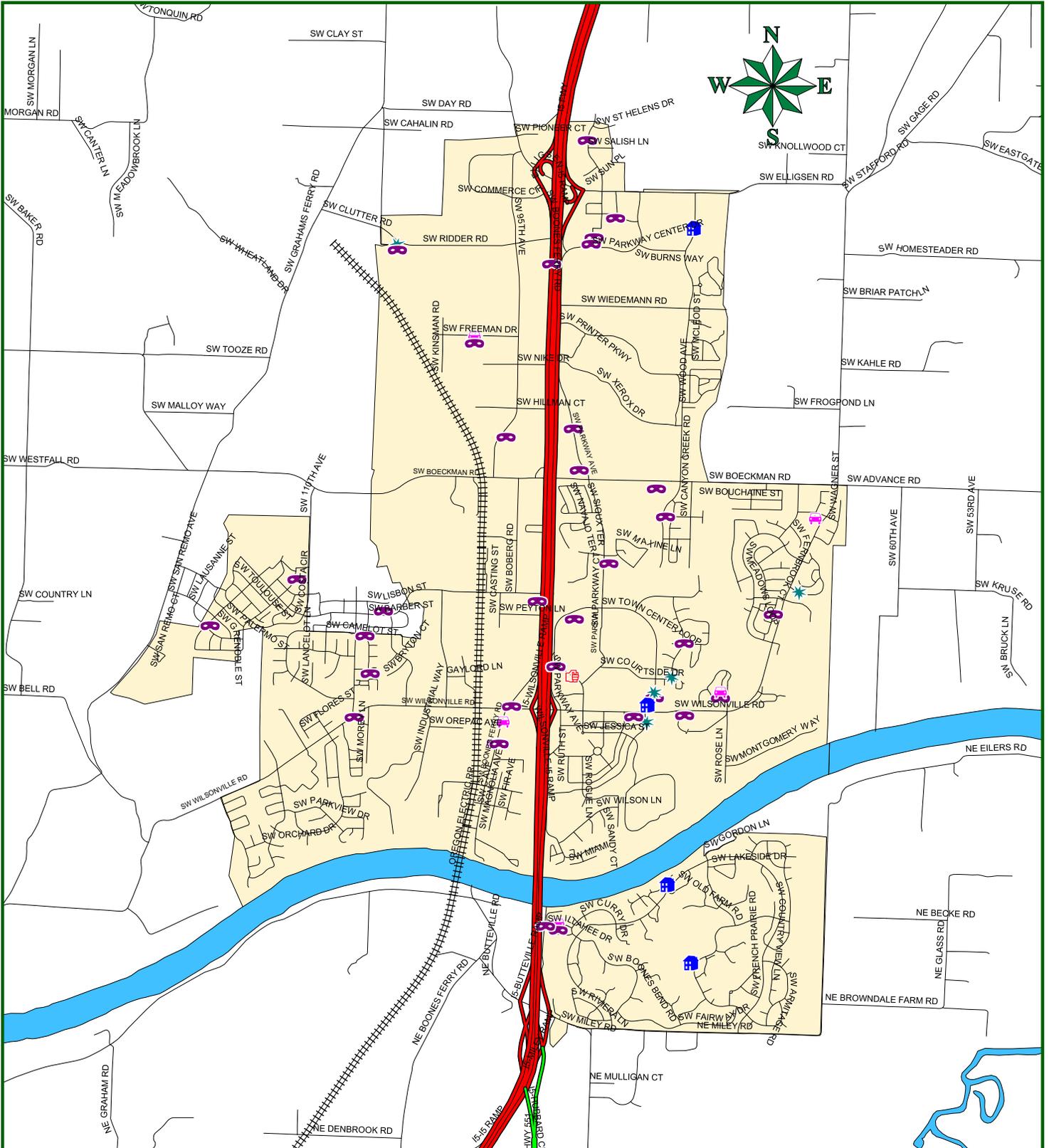
Shift Totals	January 2018	January 2017	2017 Monthly Avg.
Graveyard	23	48	38.2
Day Shift	87	88	86.0
Swing Shift	66	70	61.7



Wilsonville January 2018



-  Assault
-  Burglary
-  Criminal Mischief
-  Stolen Vehicle
-  Theft

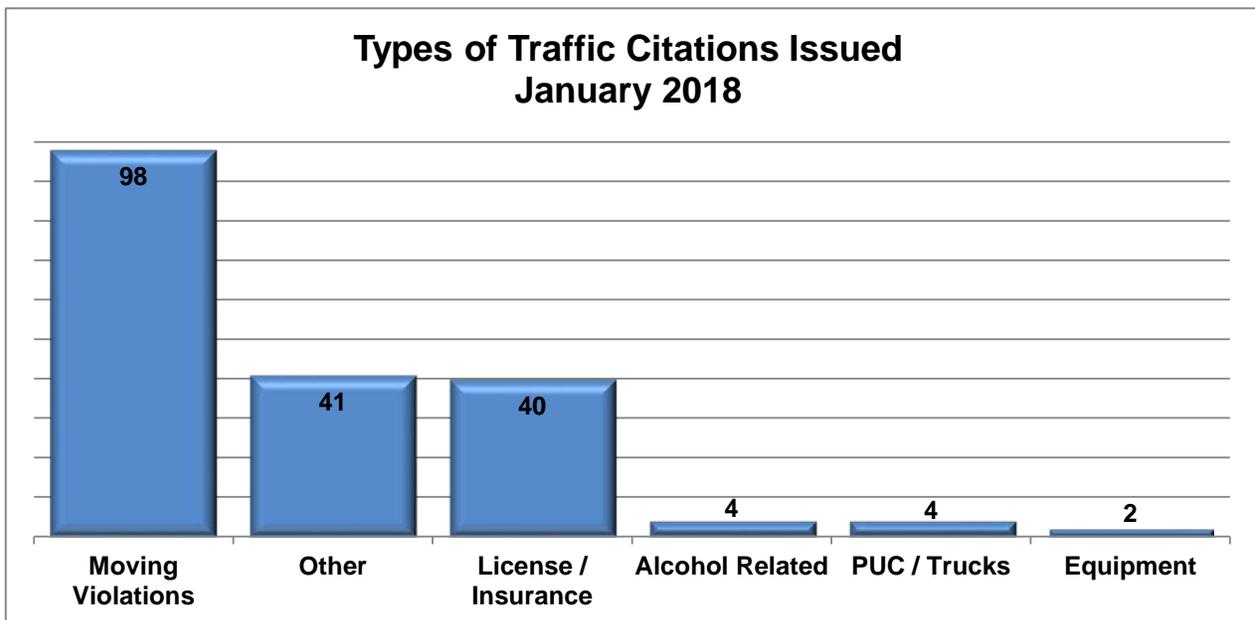
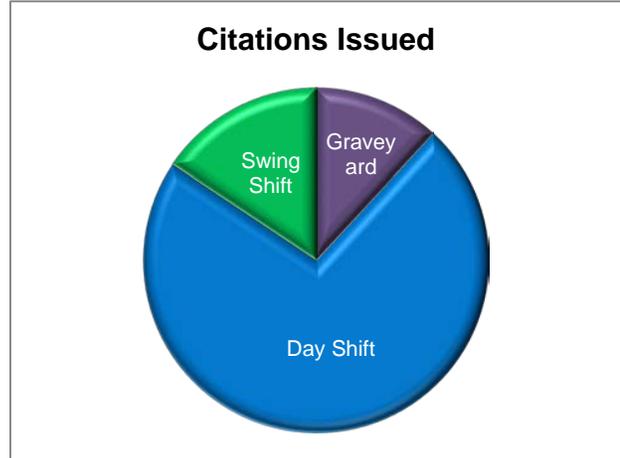


Traffic

During January 2018, 317 traffic stops were made in the City and 186 traffic citations were issued. Included in these totals are 110 traffic stops (34.7%) and 138 (74.2%) citations issued by the traffic deputies.

There were 3 arrests for Driving Under the Influence of Intoxicants (DUII).

Shift	Traffic Stops	Citations Issued
Graveyard	77	22
Day Shift	144	135
Swing Shift	96	29
Total:	317	186



PUBLIC WORKS IN FEBRUARY

March 6, 2018

Facilities & Landscape Maintenance

Employee Memorial Rose Garden

With the passing of Jon Gail the current location of our Employee Memorial Rose Garden has exceeded its capacity and it is being moved to the southeast side of the driveway turn-around of City Hall. Construction has started with the placement of a large boulder, which will eventually hold the plaque currently mounted on the wall above the existing rose garden. Roses and memorial bricks will be moved and replanted along the circle as time and weather allows.



Utilities ~ Water

Mystery Solved

An uncertainty and mystery which has plagued the water crew for over 20 years has been solved through the persistent work of one of our newest employees. On a recent locate task for the east side of Holiday Inn, Utilities Maintenance Specialist Sam Kinnaman discovered several discrepancies and a missing valve as he attempted to find the water lines feeding the fire vault and water meter. In addition, the exact location of the water main, tee and isolation valve was uncertain. The crew had tried to locate the main several times in the past, but its exact location has been a mystery since at least the late 90's, when the culdesac at the east end of Commerce Circle was built.

Through his own research, exploratory digging and help from other crewmembers, Sam was finally able to confirm the exact location of the tee and valve on the water main. Once the crew dug down, they found that the valve had been buried under approximately three feet of fill, probably during construction of the road. Sam and Water Distribution Intern Rick Mapes proceeded to pull the old valve can out, which was in poor condition. They replaced it, and poured a concrete collar around it, along with three other valves which were in similar condition, found closer to Holiday Inn.

The main valve and tee is a critical isolation point for this area, so finding it was well worth the effort. Thanks to Sam, Rick and the others for being persistent enough to find these valves and repair them so they're ready to operate if needed.



Director's Report

Dwight Brashear, Transit Director

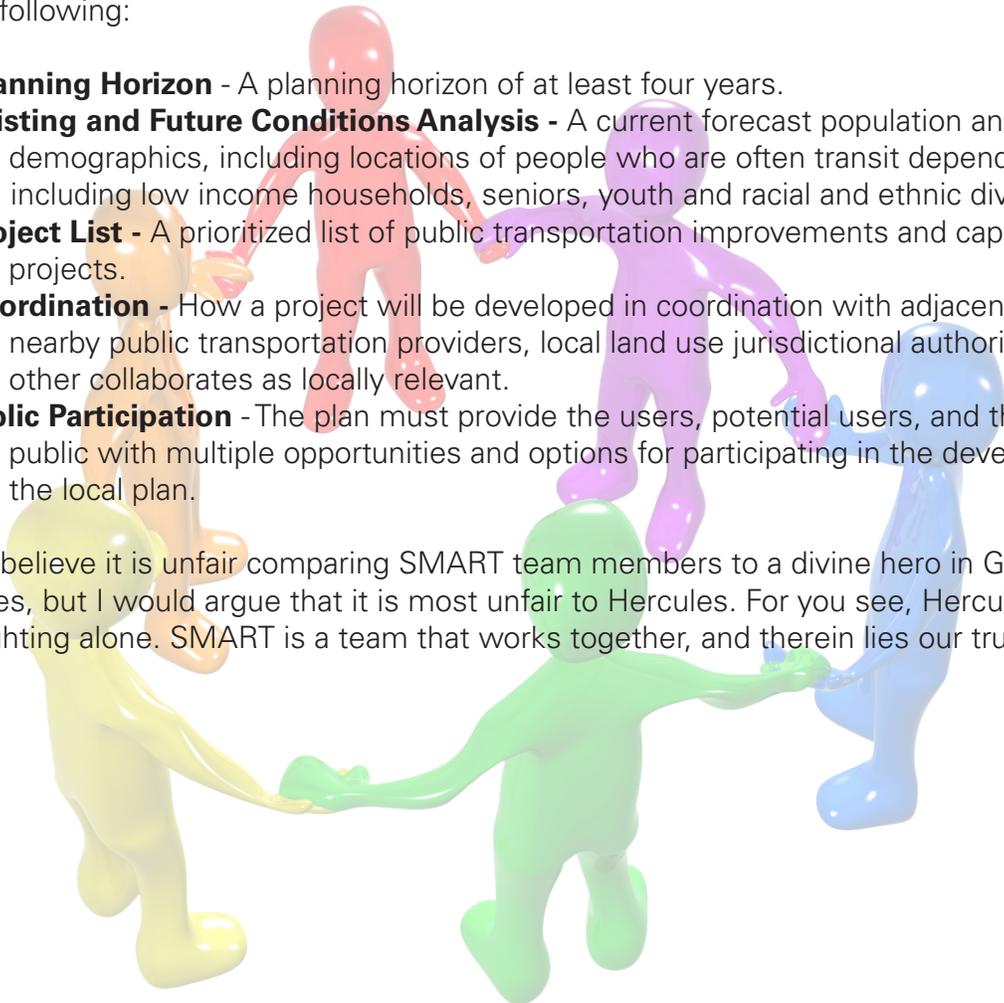
A Team that works Together...

February found the SMART team working at a fever pitch. Although most individuals, or groups for that matter, can find little excitement in transit planning, the SMART team seems to gain Herculean-like powers whenever a planning opportunity presents itself. Case in point: SMART has begun in earnest the comprehensive planning that is required in order for the City of Wilsonville to be eligible to receive an apportionment of the taxes collected under HB 2017.

The law is clear on the minimum requirements for what our local plan must contain, which includes the following:

1. **Planning Horizon** - A planning horizon of at least four years.
2. **Existing and Future Conditions Analysis** - A current forecast population and demographics, including locations of people who are often transit dependent, including low income households, seniors, youth and racial and ethnic diversity.
3. **Project List** - A prioritized list of public transportation improvements and capital projects.
4. **Coordination** - How a project will be developed in coordination with adjacent or nearby public transportation providers, local land use jurisdictional authorities, and other collaborators as locally relevant.
5. **Public Participation** - The plan must provide the users, potential users, and the public with multiple opportunities and options for participating in the development of the local plan.

Some might believe it is unfair comparing SMART team members to a divine hero in Greek mythology. Yes, but I would argue that it is most unfair to Hercules. For you see, Hercules was an individual, fighting alone. SMART is a team that works together, and therein lies our true power.



Operations Report

Eric Loomis, Operations Manager

Dial-a-Ride Committee

SMART staff has been meeting regularly in 2018 to improve the Americans with Disabilities Act (ADA) application process to make it more user friendly for customers and more efficient for staff. The committee is also reviewing how medical and personal information is kept and ensuring that staff is properly trained when processing the information. The updated application process will also give detailed information to SMART dispatchers while planning and scheduling customers' trips. The committee plans on implementing the new application process in June.

Ridership by Route in February

Route	1X Salem	2X Barbur	2X Sat Barbur	3 Canby	4 Wilsonville	4 Sat Wilsonville	5 Argyle Sq	6 95th/Commerce	7 Villebois	Villebois Shopper Shuttle	Total
Feb 17	4,457	5,593	208	818	7,134	327	1,125	1,508	334	1,447	22,951
Feb 18	2,977	6,035	245	559	7,341	375	1,058	1,638	187	1,308	21,723
% Change	19.0%	12.8%	-23.8%	17.0%	8.4%	-16.3%	-26.4%	1.1%	-79.8%	32.3%	3.0%

Fleet Report

Scott Simonton, Fleet Manager

Over the past few weeks, our mechanics have been busy upgrading the Mobile Data Terminal systems in our bus fleet. This is the system which provides an interface for the driver to record ridership data, and allows for real time tracking of the buses, both for dispatch, and for the public.

It has become necessary to upgrade to a more robust tablet. Unfortunately, this requires the entire system to be reconfigured, which involves a great deal of wiring work. Our mechanics developed a plan that resembles an assembly line approach, building individual component boards for each vehicle prior to installation.

This approach allows for much easier maintenance and repair, as all components of the system are found in a single location. In contrast, the original installation resulted in components located in multiple areas of the vehicle, making troubleshooting much more time consuming.

We expect to have the final installations complete in the first week of March.



Outreach-Data-Grants-Travel Training

Michelle Marston

Transit Outreach Program Coordinator

Walk Smart has secured 22 business partners and has developed a calendar of 18 walk locations for the summer to begin on Wednesday April 25, 2018. Hope you can join us at one or more.

Travel Training and Charbonneau Shuttle outreach to the Charbonneau community members was conducted during the month of February to get feedback on how they would like to see their new shuttle service to look. Over 260 surveys were completed and returned. Results will be analyzed and reported in April. A new shuttle will be developed with implementation slated for June 21, 2018.

ECO survey for DEQ is in the works for Rite Aid. Under the DEQ ECO program, employers with more than 100 employees must provide commute options to employees designed to reduce the number of cars driven to work in Portland and the surrounding areas. SMART provides survey processing at no cost to employers affected by the ECO rules who are working to develop and/or maintain transportation plans. This is funded through the annual Metro Regional Travel Options Grant.

FTA Grants Pending



- FY17 STP to 5307 & FY16 5307 for one electric bus (Super Grant) for \$810,000 (85%) in federal funds with a local match of \$ 142,941 (15%) for a total project cost of \$952,941
- TDM/RTO funding for SMART's Options Program in federal funds for \$218,020 (89.73%) with a local match of \$24,953 (10.27%) for a total project cost of \$242,411. These funds are for marketing and outreach and primarily pay staff costs for the Options Program.
- FY17 5307 Preventative Maintenance (PM) and Associated Improvements for \$408,515 federal and \$102,129 match for a total project cost of \$510,644. In addition to PM, these funds are for technology improvements, an expansion of the SMART parking lot, and the purchase of staff vehicles.

FY16 5310 Enhanced Mobility for Seniors and Individuals with Disabilities. This formula funding for \$16,006 is due to lapse in September. The funds will be obligated by May 31, 2018.

ODOT Grants

2017 Bus and Bus Facilities 5339(b) grant pending for five vehicles (two vans, two cutaways, and one trolley) for \$361,600 (80%) in federal funds and a local match of \$90,400 (20%) for a total of \$452,000. Award notification was set for February.

2018 Bus and Bus Facilities 5339(b) grant pending for four vehicles and an expansion to the CNG refueling station. Award notification is set for April.



3/14/2018 4:10 PM Last Updated

URA AGENDA

**CITY OF WILSONVILLE
URBAN RENEWAL AGENCY**

**MARCH 19, 2018
7:00 P.M.**

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

Immediately Following the City Council Meeting

Chair Tim Knapp

Board Member Scott Starr
Board Member Susie Stevens

Board Member Kristin Akervall
Board Member Charlotte Lehan

CALL TO ORDER

A. Roll Call

CITIZEN INPUT

PUBLIC HEARING

A. **URA Resolution No. 282** (*Legislative Hearing*)

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A Resolution Authorizing A Supplemental Budget Adjustment For Fiscal Year 2017-18. (Rodocker)

CONSENT AGENDA

A. Minutes of the February 5, 2018 URA Meeting.

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ADJOURN



URBAN RENEWAL AGENCY MEETING STAFF REPORT

Meeting Date: March 19, 2018	Subject: URA Resolution No. 282 Supplemental Budget Adjustment Staff Member: Cathy Rodocker, Assistant Finance Director Department: Finance	
Action Required	Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: March 19, 2018 <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd 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 Comments:	
Staff Recommendation: Staff recommends the Urban Renewal Agency (URA) adopt URA Resolution No. 282.		
Recommended Language for Motion: I move to approve URA Resolution No. 282.		
Project / Issue Relates To: <i>[Identify which goal(s), master plans(s) your issue relates to.]</i>		
<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 FY2017-18 budget year.

EXECUTIVE SUMMARY:

Oregon's Local Budget Law allows the URA Board to amend the adopted budget for an occurrence or condition that was not known at the time the budget was adopted. The Fiscal Year 2017-18 Budget was adopted by the Agency on June 19, 2017.

Budget Adjustment Resolution

The second budget adjustment for FY2017/18 includes additional budget authority and funding for the following projects.

Tooze Rd-110 th to Grahams Ferry Rd	\$ 50,000	Project Mgmt Fees, Westside Proj Inc
Town Center Concept Planning	90,000	Project Mgmt Fees, Eastside URA
5 th St/Kinsman Phase 1	151,000	Additional Expenses, Eastside URA
Barber St, Kinsman to Coffee Lake	67,000	Prior year expenses, Westside URA

EXPECTED RESULTS:

The Urban Renewal Districts are required to amend their respective annual budget in accordance with Oregon local budget law. It is required to have the supplemental budget adjustment approved by the Board during a public hearing at a regularly scheduled meeting.

TIMELINE:

A public notice for the Urban Renewal meeting was published as required. The notice was published in the Spokesman on March 14, 2018. Oregon Budget Law requires all budget adjustments and transfers be approved prior to the end of the fiscal year, June 30, 2018.

FINANCIAL REVIEW / COMMENTS:

Reviewed by: SCole Date: 3/9/2018

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 3/12/2018

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:

ATTACHMENTS:

- A. Attachment #1-Supplemental Budget Adjustments

URBAN RENEWAL

Attachment #2-Supplemental Budget Adjustments

Budget Requests - Capital Projects	Total
Westside Project Income	
4146-Tooze Rd - 110th to Grahams Ferry	\$ 50,000 Project management fees
Eastside Urban Renewal	
3004-Town Center Concept Planning	90,000 Additional overhead, project outreach
4196-5th St/Kinsman Phase 1	151,000 Additional work anticipated
Westside Urban Renewal	
4116-Barber St - Kinsman to Coffee Lake	67,000 Prior Year ODOT invoice received
Total Projects Requiring Additional Funding/Budget Authority	<u><u>\$ 358,000</u></u>

THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE

URA RESOLUTION NO. 282

A RESOLUTION AUTHORIZING A SUPPLEMENTAL BUDGET ADJUSTMENT FOR FISCAL YEAR 2017-18.

WHEREAS, the Urban Renewal Board adopted a budget and appropriated funds for fiscal year 2017-18 by Resolution 275; and,

WHEREAS, unanticipated revenues and expenditures are expected to exceed the original adopted budget in some of the Agency's funds and budgetary changes are necessary within these funds to provide increased appropriation levels to expend the unforeseen revenues; and,

WHEREAS, ORS 294.480 provides that a government may increase the current year adopted budget through supplemental appropriations provided publication notice is met and a public hearing is held; and,

WHEREAS, all transfers from contingencies within the fiscal year to date aggregate have exceeded fifteen percent (15%) of the fund's total appropriations; and,

WHEREAS, all expenditure transfers within the fiscal year to date aggregate to not more than ten percent (10%) of the fund's total expenditures; and,

WHEREAS, to facilitate clarification of the adjustments in this resolutions Attachment A to this resolution provides a summary by fund of the appropriation categories affected by the proposed adjustments of budget appropriation and the purpose of the expenditure.

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.

NOW, THEREFORE, THE URBAN RENEWAL AGENCY OF WILSONVILLE RESOLVES AS FOLLOWS:

The Agency adopts the Supplemental Budget to the Fiscal Year 2017-18 adopted budget by amending the estimated revenues and appropriations within the funds and categories as delineated and explained in Attachment A, attached hereto and incorporated by reference as if fully set forth herein.

This resolution becomes effective upon adoption.

ADOPTED by the Urban Renewal Board of the City of Wilsonville at a regular meeting thereof this 19th day of March 2018 and filed with Wilsonville City Recorder this same date.

Tim Knapp, Board Chair

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Board Chair Knapp

Board Member Starr

Board Member Lehan

Board Member Akervall

Board Member Stevens

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
Eastside Capital Projects Fund			
Capital Outlay	\$ 1,287,590	\$ 151,000	\$ 1,438,590
Material and Services	627,446	90,000	717,446
Contingency	2,765,582	(241,000)	2,524,582
Net change in requirements	\$ 4,680,618	\$ -	\$ 4,680,618
Capital outlay increase is for the additional work this fiscal year on the 5th St/Kinsman Phase 1 project. Additional material and services budget is required for the project management fees for the Town Center Concept Planning project.			
Westside Capital Projects Fund			
Capital Outlay	\$ -	\$ 67,000	\$ 67,000
Contingency	954,278	(67,000)	887,278
Net change in requirements	\$ 954,278	\$ -	\$ 954,278
Capital outlay increase is for the final payment of the Barber St-Kinsman to Coffee Lake project.			
Westside Project Income Fund			
Material and Services	\$ -	\$ 50,000	\$ 50,000
Capital Outlay	2,420,765	-	2,420,765
Contingency	2,325,364	(50,000)	2,275,364
Net change in requirements	\$ 4,746,129	\$ -	\$ 4,746,129
Material and services increase is for the project management fees for the Tooze Rd to Grahams Ferry Rd project.			

**CITY OF WILSONVILLE
URBAN RENEWAL AGENCY
FEBRUARY 5, 2018**

The Urban Renewal Agency held a regular meeting on February 5, 2018 in the Wilsonville City Hall immediately following the adjournment of the City Council meeting. Chair Knapp called the meeting to order at 10:11 p.m.

The following Board Members were present:

Chair Knapp
Member Starr
Member Stevens
Member Lehan
Member Akervall

Staff present included:

Bryan Cosgrove, City Manager
Jeanna Troha, Assistant City Manager
Barbara Jacobson, City Attorney
Kimberly Veliz, City Recorder
Jordan Vance, Economic Development Manager
Delora Kerber, Public Works Director
Susan Cole, Finance Director
Mark Ottenad, Public/Government Affairs Director
Angela Handran, Assistant to the City Manager
Kimberly Rybold, Associate Planner
Chris Neamtzu, Planning Director
Mike Ward, Civil Engineer
Bill Evans, Communications & Marketing Manager

CALL TO ORDER

Chair Knapp called the URA meeting to order at 10:11 p.m. followed by roll call.

CITIZEN INPUT

There was none.

CONSENT AGENDA

- A. **URA Resolution No. 279**
A Resolution Of The City Of Wilsonville Urban Renewal Agency Acting In Its Capacity As Its Local Contract Review Board Authorizing The City Manager To Execute A Construction Contract With Tapani, Inc. For Construction Of The Tooze Road Project (CIP# 4146). (Ward)
- B. Minutes of the December 4, 2017 URA Meeting.

Motion: Ms. Akervall moved to adopt the consent agenda. Ms. Lehan seconded the motion.

Vote: Motion carried 5-0.

Chair Knapp	Yes
Member Starr	Yes
Member Stevens	Yes
Member Lehan	Yes
Member Akervall	Yes

ADJOURN

The URA meeting adjourned at 10:13 p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Tim Knapp, Chair