

# City of Wilsonville

City Council Meeting

November 19, 2018



**AGENDA**  
**AMENDED**

**WILSONVILLE CITY COUNCIL MEETING**  
**NOVEMBER 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.

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

- 5:00 P.M. EXECUTIVE SESSION** [30 min.]
- A. Pursuant to: ORS 192.660 (2)(e) Real Property Transactions  
ORS 192.660(2)(h) Legal Counsel / Litigation
- 5:30 P.M. REVIEW OF AGENDA** [5 min.]
- 5:35 P.M. COUNCILORS' CONCERNS** [5 min.]
- 5:40 P.M. PRE-COUNCIL WORK SESSION**
- A. Janitorial Services (Baker/Kerber) [20 min.] Page 5
- B. Traffic Concerns Team (TCT) CRM System (Kraushaar/Wurpes) [15 min.]
- C. Contract Award WTP Surge Tank Construction (Kraushaar) [5 min.]
- D. Regional Park 7&8 Funding (Neamtzu) [15 min.] Page 9
- E. Boones Ferry Park Master Plan (McCarty) [20 min.] Page 20
- F. Proterra - Purchase of Battery Electric Buses (Simonton) [5 min.]
- 7:00 P.M. ADJOURN**
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**CITY COUNCIL MEETING**

The following is a summary of the legislative and other matters to come before the Wilsonville City Council a regular session to be held, Monday, November 19, 2018 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10 a.m. on November 6, 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 there with except where a time limit for filing has been fixed.

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

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

**7:05 P.M. COMMUNICATIONS**

- A. Korean War Veterans Association (KWVA), Oregon Trail Chapter, presentation of plaque of appreciation to Brian Stevenson and Parks & Recreation Team and \$1000 check to support Oregon Korean War Memorial maintenance by Chuck Lusardi, KWVA Past President. (Ottenad)

**7:20 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.

**7:25 P.M. MAYOR'S BUSINESS**

- A. Small Business Saturday Proclamation Page 86
- B. Upcoming Meetings Page 87

**7:35 P.M. COUNCILOR COMMENTS**

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

**7:45 P.M. CONSENT AGENDA**

- A. **Resolution No. 2712** Page 88  
A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Contract With R.L. Reimers Company For The Willamette River Water Treatment Plant Surge Tank Project (Capital Improvement Project #9132). (Kraushaar)

**7:50 P.M. PUBLIC HEARING**

- A. **Resolution No. 2715** (*Legislative Hearing*) Page 94  
A Resolution Authorizing A Supplemental Budget Adjustment For Fiscal Year 2018-19. (Rodocker)

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

- A. **Resolution No. 2714** Page 100  
A Resolution Of The City Of Wilsonville Authorizing South Metro Area Regional Transit (SMART) To Purchase Two 35' Battery Electric Buses And Charging Equipment From Proterra, Inc. (Simonton)
- B. **Resolution No. 2716** Page 131  
A Resolution Of The City Of Wilsonville Authorizing Acquisition Of Real Property. (Jacobson/Bateschell/Weigel)

11/16/2018 3:30 PM Last Updated

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

**8:25 P.M. LEGAL BUSINESS**

**8:30 P.M. ADJOURN**

**INFORMATION ITEMS – No Council Action Necessary.**

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**AN URBAN RENEWAL AGENCY MEETING  
WILL IMMEDIATELY FOLLOW THE CITY COUNCIL MEETING**

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



**CITY COUNCIL MEETING  
STAFF REPORT**

<b>Meeting Date:</b> November 19, 2018		<b>Subject:</b> Janitorial Services	
		<b>Staff Member:</b> Delora Kerber, Public Works Director & Matt Baker, Facilities Supervisor	
		<b>Department:</b> Public Works	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> N/A			
<b>Recommended Language for Motion:</b> N/A			
<b>Project / Issue Relates To:</b>			
<input type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input checked="" type="checkbox"/> Not Applicable	

**ISSUE BEFORE COUNCIL:**

Whether to continue using a Qualified Rehabilitation Facilities (QRF) contractor for janitorial services for City Facilities or to hire City staff to perform janitorial services.

**EXECUTIVE SUMMARY:**

In 1977, the Oregon Legislature passed the “Products of Disabled Individuals” act, which obliges local governments to purchase janitorial services, among other goods and services from a QRF. See Oregon Revised Statute (ORS) Chapter 279.835 to 279.855.

Since July 2012, the City has contracted with Tualatin Valley Workshop, Inc. (TVW) who was recommended to the City as “the best of the available QRF” to provide janitorial services for City facilities including City Hall, Library, Community Center, Parks and Recreation, Tauchman House, Fleet/SMART and the WES breakroom.

Over the past six years, the quality of work by TVW has consistently been problematic and City employees have lodged numerous complaints about the level of cleanliness. Facilities staff has regularly notified TVW of issues, who in turn, acknowledge the concerns, but to date have not provided satisfactory resolutions.

Due to frequent meetings and walkthroughs with TVW to point out the reoccurring issues related to the poor cleaning, Facilities staff spends a significant amount of time administering this contract. TVW management promises after each communication the problems will be resolved, however, the problems persist.

Staff has explored various options to address the low quality of work including adding language to the agreement with TVW requiring more oversight of the workers. Unfortunately, these different efforts have not resolved the ongoing issues.

The Department of Administrative Services has the final approval of the price of the goods and services, not the City. The annual cost of the contract with TVW is currently \$186,303.

The unsatisfactory janitorial service is not only a financial issue but also a health concern for the users of the facilities. The true cleanliness of the tables, countertops, and desks where people place food, their hands and paperwork are questionable. Additionally, the level of sanitation of the restroom amenities is uncertain.

Based on the effort to date, it is reasonable to assume the quality of janitorial services provided with TVW will not improve and a different action is required.

Per the State Code, if an agency terminates a contract with a QRF the agency is mandated to pursue a new contract with another listed QRF. However, if the agency provides the janitorial services using their own staff then a contract with a QRF is not required.

As a result, staff has undertaken an analysis to determine whether the City could provide better janitorial services for less or equal money. Attached is a spreadsheet comparing the cost of services using TVW versus City staff. It should be noted, however, the City does not have the capacity to take on the janitorial work without adding staff. Based on the assumptions used, in the first year the City would hire three employees, purchase a van, tools and equipment for a total cost equal to or slightly below the current TVW contract costs. In the second year, the City would save an estimated \$37,000 by using in-house staff.

In addition to cost savings, City staff would have enhanced oversight and control of work performed, including improvement to the quality and quantity of work.

**EXPECTED RESULTS:**

Performing janitorial services with in-house staff will provide the City with less expensive, better quality work and overall best value for janitorial services. The three additional staff would become part of the Facilities Division in the Public Works Department.

**TIMELINE:**

The contract with Tualatin Valley Workshop, Inc. expires June 30, 2019. Upon a 30-day written notice to TVW, the City can terminate the contract.

**CURRENT YEAR BUDGET IMPACTS:**

The current annual cost for the Janitorial Services is \$186,303.

Based on calculations of additional personnel, initial equipment and materials purchases for the first year, the cost between the contractor and city staff would be close to equal and therefore no budget adjustment is anticipated to be required.

In second year, the cost of using city staff would be approximately \$37,000 less than using a QRF contractor.

**FINANCIAL REVIEW / COMMENTS:**

Reviewed by: CAR Date: 11/7/2018

**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ Date: 11/7/2018

The City can terminate the contract early, if based on the City's sole determination the work is not being satisfactorily being performed. If the City does not perform the work in-house, the City is required to replace the current QRF contractor with another QRF contractor. Contracting with non-QRF janitorial services is not legally permitted.

**COMMUNITY INVOLVEMENT PROCESS:**

This contract had not public outreach.

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

N/A

**ALTERNATIVES:**

- 1) Continue using Tualatin Valley Workshop, Inc. to perform janitorial services.
- 2) Terminate the contract with TVW and hire a different Qualified Rehabilitation Facilities company to perform janitorial services.
- 3) Terminate the contract with TVW and perform janitorial services in-house.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

- A. Exhibit A - Cost breakdown for janitorial services comparing using a contractor versus City staff

**EXHIBIT A**

**Janitorial Services Cost Comparison**

	Year 1	Year 2
Current QRF Janitorial Contract	\$186,303	\$191,900
Additional Maintenance Contracts (window washing & floor care)	\$32,000	\$32,350
<b>Total Contracting Cost</b>	<b>\$218,303</b>	<b>\$224,250</b>
Cost of doing work in-house	\$215,400	\$186,850
<b>Estimated Cost Savings</b>	<b>-\$2,903</b>	<b>-\$37,400</b>

**Estimated In-House Costs:**

Year 1		Year 2**	
<b>Personnel</b>			
Janitor - 3.0 FTE	\$148,700	Janitor - 3.0 FTE	\$163,900
<b>Materials &amp; Services Cost</b>			
<u>Initial Cost</u>		<u>Initial Cost</u>	
Van	\$24,000		
Tools/Equipment	\$20,000		
Subtotal	\$44,000		
<u>Re-occurring costs</u>		<u>Re-occurring costs</u>	
Fleet Replacement	\$3,000	Fleet Replacement	\$3,050
Cleaning Supplies	\$9,000	Cleaning Supplies	\$9,100
Equipment R/M	\$2,000	Equipment R/M	\$2,000
Personnel Costs	\$8,700	Personnel Costs	\$8,800
Phones		Phones	
Training		Training	
PPE		PPE	
Subtotal	\$22,700	Subtotal	\$22,950
Year 1 Cost	\$215,400	Year 2 Cost	\$186,850

\*\*Assumes 1% increase in M&S and 10.25% increase in wage

Hourly Rate		Appx Total Comp*
Low	High	
Range 15	\$14.79	\$18.85
		\$49,550

\*this assumes a 61% Benefit to Salary ratio



## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> November 19, 2018		<b>Subject:</b> Funding for Villebois Regional Parks 7 & 8	
		<b>Staff Member:</b> Chris Neamtzu, Planning Director	
		<b>Department:</b> Community Development	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable	
		<b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Staff recommends that Council provide direction on how to fund Regional Parks 7 and 8.			
<b>Recommended Language for Motion:</b> N/A			
<b>Project / Issue Relates To:</b>			
<input type="checkbox"/> Council Goals/Priorities	<input checked="" type="checkbox"/> Adopted Master Plan(s): Villebois Village Master Plan	<input type="checkbox"/> Not Applicable	

### ISSUE BEFORE COUNCIL:

Funding for Regional Parks (RP) 7 and 8 in Villebois (Attachment A) were codified in a sequence of Development Agreements that applied to Specific Area Plan East (SAP-E). Those agreements, which were entered into between 2004 and 2013, outline cost commitments to a wide variety of infrastructure projects serving Villebois, specifically including funding for RP 7 and 8. Over the

past year, staff and Polygon's design team at Pacific Community Design (PCD) have been working on refining the construction plans for the two parks in preparation for construction of the facilities in spring of 2019. The purpose of the work session is to discuss the agreements in preparation for supplemental budget amendments that will lead to construction.

### **EXECUTIVE SUMMARY:**

The Development Agreements spell out the process for collaboration between the design team/developer and the City regarding design and construction of the two regional parks. The original Development Agreement with Matrix/Legend Homes addressed parks at the SAP level at a time when Matrix/Legend Homes was going to construct the entire east side of Villebois.

Unfortunately, when the recession hit, Matrix filed for bankruptcy, which required restructuring of the Development Agreements. Essentially, in lieu of Matrix building RP 7 and 8, the subsequent homebuilders (Polygon and Lennar) were charged an additional parks fee per unit, with the City taking on responsibility to build the parks on the City's time line and with the option to modify or phase the design in order to fit into a revised budget. Subsequently, additional Development Agreements were entered into with Polygon Northwest who proposed taking on responsibility for the construction of RP 7 and 8 believing it could perform the work sooner and more cost effectively than the City.

Below is an overview of the specifics of the applicable Development Agreements that affect the park funding. For a map to each geography addressed in the Development Agreements, please refer to Attachment B.

- **Original Development Agreement with Matrix/Legend Homes (2004-2010 including Addendums 1, 2 & 3)** – This Development Agreement outlined the City/Urban Renewal Agency (URA) and Developer obligations for a wide variety of roads, pipes, parks and fees that were needed to serve SAP East. The agreement details the estimated costs, as well as credits for specific projects and included a maximum credit of \$1,391 per dwelling unit toward park construction in the SAP. Legend Homes ultimately ended up constructing 190 homes in SAP East (190 X \$1,391=\$264,290). When Matrix/Legend filed for bankruptcy, the City was required to work with the bankruptcy court and the developer's lender to negotiate additional payments toward park costs as homes were built, rather than Matrix retaining responsibility to build the parks.
- **Addendum No. 4 to the Original Development Agreement with Matrix/Legend (2013)** – Addendum No. 4 to the original Development Agreement was entered into with Polygon NW Company. Its sections on parks applied specifically to Regional Park 7 and the north portion of Regional Park 8. The agreement identified Polygon and their contractors as lead designers and constructors of the parks and was structured to contribute all of the Parks SDC's collected for this phase to those adjacent parks and established a "capped amount". The agreement also included limited park improvements to the adjacent Metro property. There were 205 lots included in this Agreement (205 X Parks SDC's at the time of permit = \$1,076,334).

- **Addendum No. 5 to the Original Development Agreement with Matrix/Legend (2012)**  
– Addendum No. 5 to the original Development Agreement was entered into with Polygon NW Company. Its sections on parks apply specifically to the south portion of Regional Park 8 and Neighborhood Park 6. Polygon committed to designing and constructing Neighborhood Park 6 in an amount not to exceed \$426,986. Neighborhood Park 6 is located immediately north of the Lowrie Primary School. The City collected parks SDC's in an amount that exceeded this by \$50,964. This agreement also established a supplemental parks fee for the design and construction of the remainder of RP 8 in the amount of \$1,071 per dwelling unit generating an additional \$99,603.
- **Addendum No. 6 to the Original Development Agreement with Matrix/Legend (2013)**  
– Addendum No. 6 to the original Development Agreement was entered into with Lennar Northwest. Its sections on parks apply specifically to the south portion of Regional Park 8. This agreement establishes the contribution of the Parks SDC's to RP 8 (88 X Parks SDC at time of permit = \$450,281) and established a supplemental parks fee for the design and construction of RP 8 in the amount of \$1,155 per dwelling unit generating an additional amount of \$101,640.

Through the applicable Development Agreements, approximately \$2,043,112 have been collected for the construction of RP 7 and 8. For a detailed breakdown of all of the phases and the fees collected, please refer to Attachment C. The total park construction cost estimate for RP 7 and 8 from Polygon is \$2,686,452. The City's project team has undertaken a value engineering/deferral exercise to control costs, and has broken the project into two phases, with Phase 1 construction cost estimates at \$1,962,842 and Phase 2 at \$723,610. Elements that would be deferred to Phase 2 include one restroom in the southern portion of the RP 8, three gazebos (one in RP 7 and two in RP 8), two overlooks in RP 8, a trash enclosure, landscaping and irrigation, as well as some nature play elements.

The current FY 18-19 adopted budget contains \$1,100,000 for design and construction of Neighborhood Park 6 and Regional Parks 7 and 8. With the maximum allocated amount already having been spent on the design and construction of Neighborhood Park 6, in the amount of \$427,986, that leaves approximately \$822,000 in the adopted budget for RP 7 and 8 (this remainder includes CIP #9164 Maintenance Facility/Restroom and Parking Lot in the amount of \$150,000).

In order to budget the amount needed to construct RP 7 and 8 next spring, staff proposes the following adjustment to the adopted budget via January's supplemental budget.

- Transfer \$350,000 plus overhead from CIP Project #9156 Boeckman Creek Trail to RP 7 and 8. This recommendation is based on the fact that the Morgan Farm subdivision project was broken into two phases by Pahlisch Homes. The original budgeted amount included the entire trail being built in the first phase.
- Transfer \$150,000 from CIP Project # 9152 Play Structure Replacement to fund nature play improvements in Regional Park 8.

With the additional funding from the existing budget authority, the project will have \$1,322,000. In order to completely fund Phase 1 of the project, additional capital from Parks SDC's will be needed in the amount of \$641,000. If the Council determined that the entire amount collected (\$2.043M) should be allocated to RP 7 and 8, then some of the removed amenities could be added back into Phase 1.

The City has options for completing Phase 2 of RP 7 and 8 as follows:

- Budget additional resources from Parks SDCs or the General Fund. This could be accomplished through a new annual budgeting process.
- A future Development Agreement will be needed with Polygon Northwest to complete RP 6 on the Chang Property. If the City identifies additional funds for Phase 2 of RP 7 and 8 and prefers to have Polygon construct the Phase 2 improvements, the City could negotiate with Polygon Northwest to complete Phase 2 utilizing City funds as part of their work developing the Clermont subdivision (formerly known as the Chang property) and Regional Park 6 (the last regional park in Villebois). Additional language could be added to this Agreement to include the construction of Phase 2 of RP 7 and 8 utilizing the additional City funding. This would allow the private developer to construct the parks in similar fashion to the regional parks already constructed in Villebois.
- Metro is planning a third regional open spaces bond measure. If approved by the voters of the region in 2020, the City could utilize the "local share" component of these resources to finish all or part of the remaining improvements of Phase 2.

The downside with all of these options is that future construction will likely cost more than doing it now.

**EXPECTED RESULTS:**

Completion of Regional Parks 7 and 8 will complete all obligations entered into over the past 14 years, resulting in a high-quality parks experience for the entire community.

**TIMELINE:**

Phase 1 construction is scheduled to commence in spring of 2019 and is anticipated to be completed by the end of the summer or early fall.

**CURRENT YEAR BUDGET IMPACTS:**

Please see above narrative for a complete overview of current year budget impacts.

**FINANCIAL REVIEW / COMMENTS:**

Reviewed by: CAR      Date: 11/2/2018

A supplemental adjustment will need Council approval in order to reallocate budget authority between the projects as noted above.

**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ Date: 11/13/2018

**COMMUNITY INVOLVEMENT PROCESS:**

RP 7 and 8 have been included in the Master Plan since the Village's inception. The DRB approved the project in the summer of 2017.

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

RP 7 and 8 will add to the sense of community and livability of the Villebois neighborhood, and will be amenities enjoyed by the entire community.

**ALTERNATIVES:**

This staff report outlines a number of alternatives.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

- A. Regional Parks 7 and 8 Site Plan
- B. Map of Specific Area Plan East (SAP-E)
- C. Summary of Fees Collected
- D. Approach to Supplemental Budget

# VILLEBOIS REGIONAL PARKS 7&8

# Coffee Lake Park

## Attachment A



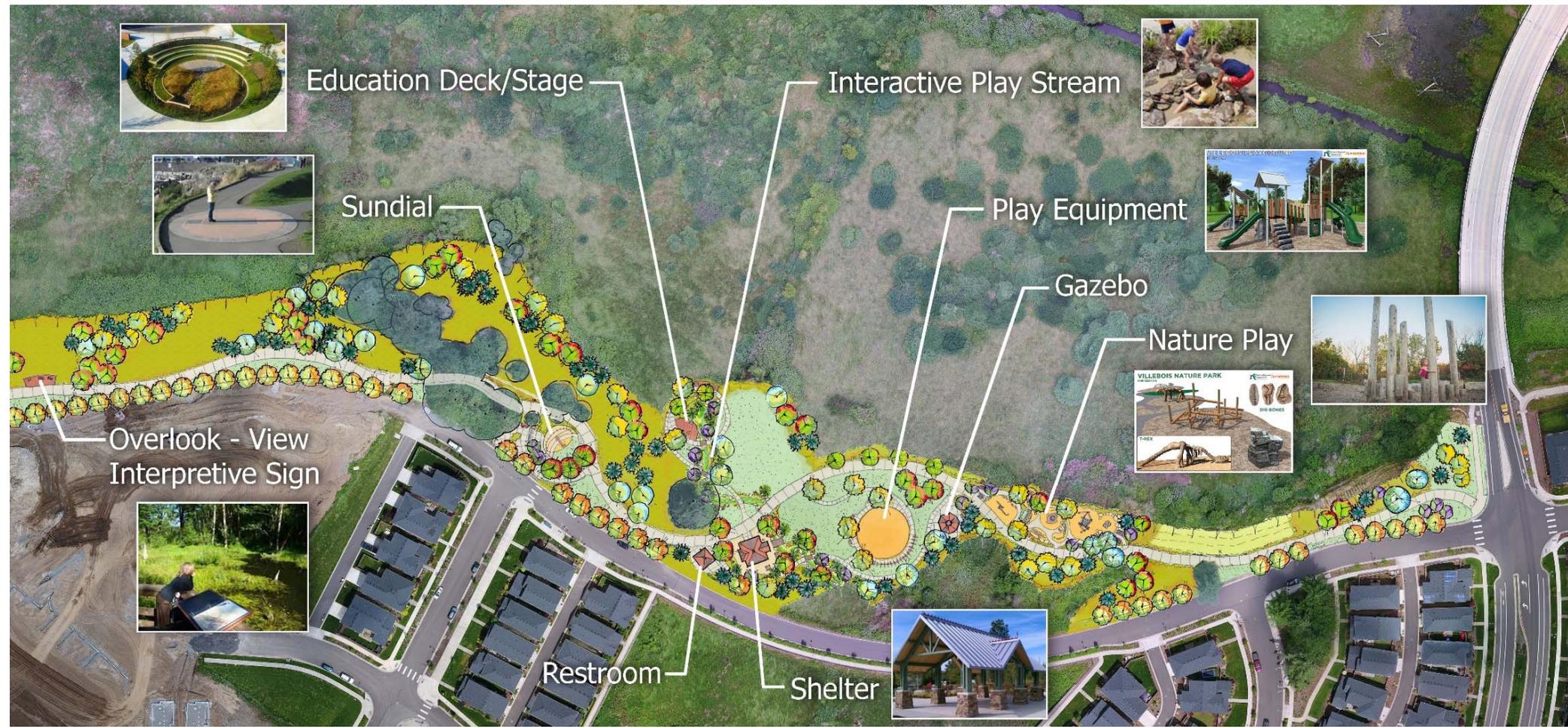
# VILLEBOIS REGIONAL PARKS 7&8

# Coffee Lake Park

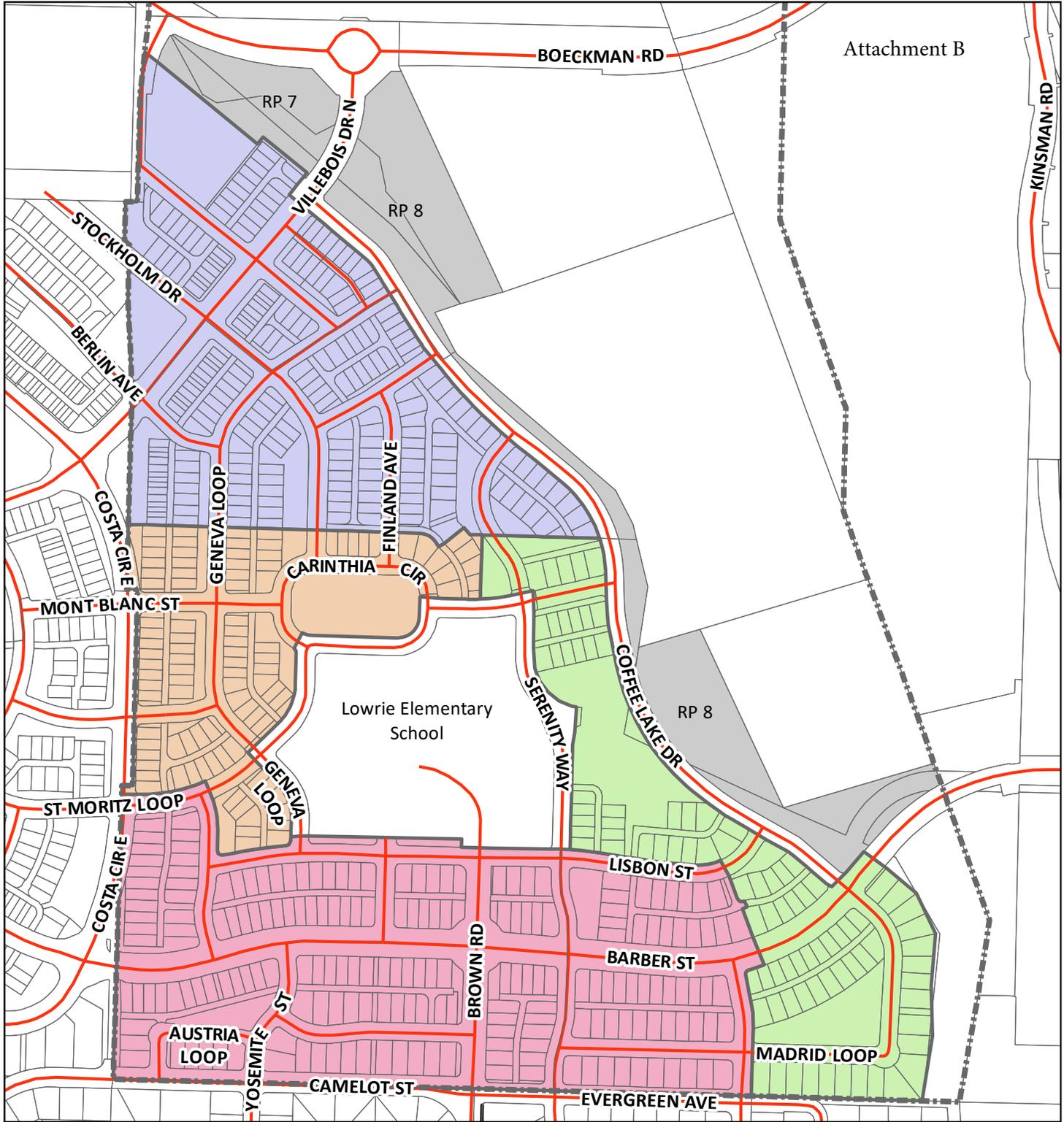


# VILLEBOIS REGIONAL PARKS 7&8

# Coffee Lake Park

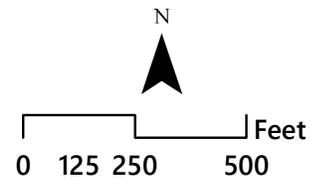


Attachment B



### VILLEBOIS SAP EAST DEVELOPMENT AGREEMENTS

-  SAP East Boundary
-  Original D.A. - Matrix/Legend - 190 Lots
-  Addendum 4 - Polygon NW - 205 Lots
-  Addendum 5 - Polygon NW - 93 Lots
-  Addendum 6 - Lennar - 88 Lots



## Attachment C

## Fees Collected for RP 7/8

	<u># Lots</u>		<u>Total SDC's Paid</u>	<u>Supplemental Fees Paid</u>	<u>Total Collected</u>
Bicschoff/Lund (DA #4)	205	89 X \$5,150	\$458,350.00		
7 and north portion of 8		60 X \$5,284	\$317,040.00		
		56 X \$5,374	\$300,944.00		
			<b>\$1,076,334.00</b>		
Fasano (DA #5)	93	SDC's to NP 6		93 X 1,071	\$99,603.00
South portion of 8 and NP6		overage for 6	<b>\$50,964.00</b>		
Lennar (DA #6)	88	47 X \$4,971	\$233,637.00	88 X 1,155	\$101,640.00
South portion of 8		41 X \$5,284	\$216,644.00		
			<b>\$450,281.00</b>		
Matrix/Legend (Orig DA)	190	190 X \$1,391	<b>\$264,290.00</b>		
<b>Total</b>	<b>576</b>		<b>\$1,841,869.00</b>	<b>\$201,243.00</b>	<b>\$2,043,112.00</b>

\*Total Park Construction Estimate \$2,686,452

\*\* Total Phase 1 Construction Estimate \$1,962,842

\*\*\*Total Phase 2 Construction Estimate \$723,610

## Proposed Funding for Villebois Regional Park 7&8, Phase I - Attachment D

Funding Required for Phase 1 of RP 7&8-Construction Costs		\$ 1,963,000
Current Budget, Proj #9167-Villebois Park Imp-SAP E		\$ 1,100,000
City's Obligation for NP#6		<u>(428,000)</u>
Current Budget available for RP 7&8		672,000
Net Zero transfer (Supp Budget #2 in January):		
Boeckman Trail and Trailhead (Per Steve Adams)	\$ 350,000	
Maintenance Facility/Restroom & Parking Lot Ext	<u>150,000</u>	
Sub Total Available SDC funding	500,000	
General Fund funding from Park's Play Structure Budget	<u>150,000</u>	
Total Additional Funding From Existing Budget Authority		650,000
Total Funding after Supplemental Budget Adj #2 (Jan)		<u><u>1,322,000</u></u>
Additional Funding Required-Capital Costs		<u><u>\$ 641,000</u></u>

\*\*Overhead costs to be kept at a minimum



## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> November 19, 2018	<b>Subject:</b> Review Draft of Boones Ferry Park Master Plan  <b>Staff Member:</b> Mike McCarty, Parks & Recreation Director  <b>Department:</b> Parks & Recreation	
<b>Action Required</b>	<b>Advisory Board/Commission Recommendation</b>	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable	
<b>Comments:</b>		
<b>Staff Recommendation:</b> N/A		
<b>Recommended Language for Motion:</b> N/A		
<b>Project / Issue Relates To:</b>		
<input checked="" type="checkbox"/> Council Goals/Priorities	<input checked="" type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable

### ISSUE BEFORE COUNCIL:

Review Boones Ferry Park Master Plan.

### EXECUTIVE SUMMARY:

In an effort to expedite the completion of the Boones Ferry Park Master Plan (originally scheduled for fiscal year 2019/20) and to save money, City Council amended the original contract with

GreenPlay, LLC, adding \$44,000 to the agreement regarding the Parks and Recreation Comprehensive Master Plan at the August 21, 2017 Council meeting. Staff estimates that by combining the two Park and Recreation Master Plans, the City saved approximately \$40,000.

The purpose of this master plan is to provide an overall vision for Boones Ferry Park within the context of the entire citywide system of parks and the newly updated Parks and Recreation Comprehensive Master Plan.

A quarter-mile of river front is the Park's most unique feature, though it is mostly inaccessible and unusable at the present time. Improving visual and physical access to the river was an important consideration in the development of this plan. The Boones Ferry Park Master Plan ("Master Plan") for the park increases river access by providing new pathways to the water's edge that will meet accessibility requirements, and by opening up views of the river from key locations. Riverfront amenities in the proposed plan include a floating dock and a boathouse where visitors can rent non-motorized watercraft or relax on a deck overlooking the river below. The Master Plan also brings new activities to the Park and upgrades existing amenities while retaining the classic ambiance and character of the Park, and protecting natural areas. New Master Plan amenities proposed to include a fun play space that weaves in and out of the wooded grove and offers views of the river; a dog park; bike skills course; picnic shelters, and an event plaza next to the Tauchman House. The Master Plan compliments the City's 2015 Facilities Master Plan which calls for restoring the Tauchman House into an events venue. To accommodate the increase in traffic to the Boones Ferry Park, parking will be expanded from approximately 35 spaces available today to approximately 90 spaces at completion. Additional restrooms will be added to the west and east sides of the Park. Park pathways will connect to the proposed French Prairie Bridge and Boones Ferry to Memorial Park trail, allowing this Park to serve as a trailhead for cyclists and others using the trail system.

Because the Park is intended to serve the larger community as well as the local neighborhood, this Master Plan is a result of an extensive public process, involving members of the general public, City Council, Planning Commission, Parks and Recreation Advisory Board, and City staff. Intended as a vision for the future of Boones Ferry Park, this Master Plan will be used to develop a strategy for funding and implementing the ideas generated through the public process. A phased implementation process will be used as a guide for establishing budgets, tasks, and timelines for the next steps that will lead to realizing the vision for Boones Ferry Park.

**EXPECTED RESULTS:**

Staff receive recommendations and suggestions regarding the Boones Ferry Park Master Plan that will provide guidance in completing this project.

**TIMELINE:**

- City Council Work Session: Monday, June 4, 2018
- Public Meeting: Tuesday, June 5, 2018
- Planning Commission Work Session: Wednesday, July 11, 2018
- Parks & Recreation Advisory Board Meeting: Thursday, July 26, 2018
- Planning Commission Public Hearing: Wednesday, August 8, 2018
- City Council Public Hearing: Monday, August 20, 2018

Planning Commission Public Hearing (continued): Wednesday, October 10, 2018  
City Council Public Hearing (continued): Monday, November 5, 2018  
Planning Commission Public Hearing (continued): Wednesday, November 14, 2018  
City Council Work Session: Monday, November 19, 2018  
City Council Public Hearing (continued): Monday, December 17, 2018

**CURRENT YEAR BUDGET IMPACTS:**

The cost of the contract with GreenPlay, LLC for the Boones Ferry Park Master Plan was \$44,000, in addition to cost associated with public process already held.

**FINANCIAL REVIEW / COMMENT:**

Reviewed by: CAR Date: 11/7/2018

**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ Date: 11/14/2018

**COMMUNITY INVOLVEMENT PROCESS:**

The community has provided vital information at three hands-on public workshops held at City Hall and on-site at Boones Ferry Park, as well as via an online survey, open Dec. 1, 2017 – Jan. 15, 2018, where the public could voice their opinions on the three conceptual plans. A total of 211 comments were received in the online survey. Public input has also been received via email.

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

The Park design and amenities will bring more visitors to the Park. Additional onsite parking has been added to minimize impact to neighbor streets. Anticipated benefits include greater access to the River, and the amenities discussed above.

**ALTERNATIVES:**

N/A

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

- A. Attachment A: Conclusionary Findings
- B. Attachment B: Boones Ferry Park Master Plan
- C. Attachment C: Public Outreach
- D. Attachment D: Public Comment

The Boones Ferry Park Master Plan compliments the applicable City of Wilsonville Comprehensive Master Plan Goals.

### **Citizen Involvement**

**GOAL 1.1** *To encourage and provide means for interested parties to be involved in land use planning processes, on individual cases and City-wide programs and policies.*

**Policy 1.1.1** *The City of Wilsonville shall provide opportunities for a wide range of public involvement in City planning programs and processes.*

**Implementation Measure 1.1.1.a** *Provide for early public involvement to address neighborhood or community concerns regarding Comprehensive Plan and Development Code changes. Whenever practical to do so, City staff will provide information for public review while it is still in "draft" form, thereby allowing for community involvement before decisions have been made.*

**Response:** Design Concepts consultants and City staff have conducted a 13-month public outreach effort including three community-wide meetings, public and neighborhood engagement, and 211 comments from online surveys. Three conceptual plans were presented to the community with the most appropriate and most popular amenities from each plan finding their way to the final plan. **These criteria are satisfied.**

### **Public Facilities and Services**

**GOAL 3.1:** *To assure that good quality public facilities and services are available with adequate capacity to meet community needs, while also assuring that growth does not exceed the community's commitment to provide adequate facilities and services.*

**Policy 3.1.1** *The City of Wilsonville shall provide public facilities to enhance the health, safety, educational, and recreational aspects of urban living.*

**Response:** The Plan proposes to provide high quality parks and recreation facilities to meet the growing needs and demands of the community. The Plan proposes increased access to the Willamette River and implementation of activity spaces for community members. The planned facilities will greatly enhance the recreational aspects of urban living. **The Plan supports this goal and policy.**

**Implementation Measure 3.1.1.a** *The City will continue to prepare and implement master plans for facilities/services, as sub-elements of the City's Comprehensive Plan. Facilities/services will be designed and constructed to help implement the City's Comprehensive Plan.*

**Response:** The implementation of the Boones Ferry Park Master Plan completes Goal 1.1.n (Implement the Master Plan for Boones Ferry Park) of the City's 2018 Parks and Recreation Comprehensive Master Plan. **This criterion is satisfied.**

**Policy 3.1.2** *The City of Wilsonville shall provide, or coordinate the provision of, facilities and services concurrent with need (created by new development, redevelopment, or upgrades of aging infrastructure).*

**Response:** The Plan addresses the needs of the growing community and increased demand for Parks and Recreation amenities. **This criterion is satisfied.**

### **Parks/Recreation/Open Space**

*Parks and recreational facilities in and around Wilsonville are provided for by the City, County, State and local school districts. The City's close proximity to Portland provides local residents with numerous recreational and entertainment opportunities provided throughout the metropolitan area, all within a 30 to 40 minute drive. Even the ocean beaches, Mt. Hood and other Cascade Mountains and several campgrounds, rivers and lakes are close at hand, within a couple of hours drive, thus providing an abundance of recreational activities.*

*Within the City, recreational planning is coordinated with the West Linn-Wilsonville School District. The District provides traditional physical education programs as part of their regular school curriculum plus competitive sports programs in the upper grade levels. Other youth sports programming is provided by the City and a variety of non-profit organizations. The School District's community education program also provides recreational programs for both youth and adult activities and coordinates the use of District facilities. (It should be noted that as of 9/06, this last statement is no longer true).*

*As the City continues to grow, additional facilities and services will need to be developed.*

*The following Park and Recreation policies are further supported by policies in the Land Use and Development Section of the Comprehensive Plan regarding the natural environment, natural resources, and general open space.*

*The 1971 General Plan and the 1988 Comprehensive Plan sought to:*

- 1. Preserve the natural integrity of the Willamette River. Provide for frequent contact with the river. Encourage development of an adequate park and recreation system which would contribute to the physical, mental and moral health of the community.*
- 2. Encourage the school/park concept as a basic feature of the park element of the Plan*
- 3. Develop parks and open spaces where the land and surrounding development make it least suited for intensive development.*
- 4. Develop an extensive system of trails along stream courses and power line easements.*

5. ***Encourage early acquisition of recreation sites to protect them from development and to reduce the public cost of acquiring the land.***
6. ***Encourage commercial recreation carefully sited within, or adjacent to, other uses.***

***These standards recognize the importance of an adequate park and recreation system to the physical, mental and moral health of the community. They also represent a common-sense approach to parks planning and are, therefore, reaffirmed by this Plan. The Park and Recreation system envisioned is a combination of passive and active recreational areas including specified park lands, schools, and linear open spaces in both public and private ownership. It is a basic premise of this Plan that the availability of conveniently located open recreational spaces is more important than the form of ownership.***

***In planning for such a system, it is helpful to classify the individual components (neighborhood parks, community parks, Greenway, etc.) which will or could comprise the park system. In addition, the establishment of a reasonable acquisition and development program requires a listing of priorities and a guide to desirable service levels. To maximize effectiveness, however, the actual development of such a system requires relating the provision of facilities and services to the particular needs and recreational desires of the residents to be served.***

***In recognition of Statewide Planning Goals and to provide a frame work for development of park and recreation facilities, the following policy and implementation measures have been established:***

***Policy 3.1.11 The City of Wilsonville shall conserve and create open space throughout the City for specified objectives including park lands.***

**Response:** The Plan calls for conservation of open space with the northern area of the park to see minimal development. On page 18 of the Plan, it states: “the area north of SW Tauchman Street, between the neighborhood and wastewater treatment plant will be kept natural...” **This criterion is satisfied.**

***Implementation Measure 3.1.11.b Provide an adequate diversity and quantity of passive and active recreational opportunities that are conveniently located for the people of Wilsonville.***

**Response:** The Plan provides for a wide range of active (non-motorized boating, half-court basketball and playground structure) and passive (trails, picnic areas, forested areas and river overlooks) recreation opportunities for residents, employees and visitors. **This criterion is satisfied.**

***Implementation Measure 3.1.11.c Protect the Willamette River Greenway from incompatible uses or developments.***

**Response:** Working with the Oregon State Willamette River Water Trail, Oregon State Marine Board and Department of Environmental Quality the Plan addresses the importance of stewardship of the portion of the river that runs through Wilsonville and the connected opportunities with other communities through the water trail initiatives. **This criterion is satisfied.**

***Implementation Measure 3.1. II.d Continue the acquisition, improvement, and maintenance of open space.***

**Response:** The Plan improves and makes more open space accessible for the community by removing invasive species in the northern section of the park while improving access to the river on the south edge of the park. **This criterion is satisfied.**

***Implementation Measure 3.1. II.h Protect residents from bearing the cost for an elaborate park system, excessive landscape maintenance, and excessive public facility costs.***

**Response:** The design of the park balances cost-effective, low maintenance amenities (examples: paved and soft surface trails) with high-value amenities (examples: elevated river overlooks and non-motorized boat access). **This criterion is generally supported by the Plan.**

***Implementation Measure 3.1. II.j Identify areas of natural and scenic importance and where appropriate, extend public access to, and knowledge of such areas, to encourage public involvement in their preservation.***

**Response:** The Plan considers natural and scenic opportunities at the park site. Public input was strongly in support of the preservation of natural areas as well as greater access to the Willamette River. **This criterion is satisfied.**

***Implementation Measure 3.1. II.k Protect the river-connected wildlife habitat.***

**Response:** The Plan provides for the protection of river-connected wildlife habitat in its design. **This criterion is satisfied.**

***Implementation Measure 3.1.11.1 Encourage the interconnection and integration of open spaces within the City and carefully manage development of the Willamette River Greenway.***

**Response:** The Plan works in conjunction with the Parks and Recreation Comprehensive Master Plan and the Bicycle & Pedestrian Connectivity Plan to manage the connections of open space with trail development. The plan specifically adds a developed connection to the Willamette River Greenway for water trail access. **This criterion is satisfied.**

***Implementation Measure 3.1.11.m Provide for legal public access to the river only through and within the City parks, right-of-ways, easements, or other public property.***

**Response:** The Plan proposes public access to the river via the above referenced legal means. **This criterion is satisfied.**

***Safe and convenient access to park and recreation facilities is an important factor in a successful park system. The pedestrian/bicycle/equestrian paths are essentially an element of the City's transportation system and policies regarding their development are included in the Transportation Systems Plan. Pathways do, however, also serve a recreational function and are, therefore, referenced in this element. This is particularly true with respect to coordination/alignment of proposed pathways with park and recreational facilities, including schools.***

**Response:** The park plan makes connections to the Memorial Park to Boones Ferry Park trail and the Tonquin Regional Trail, as well as allocating a landing space for the French Prairie Bike and Pedestrian Bridge which will connect to the Willamette Valley Scenic Bikeway. **This criterion is met.**

***Implementation Measure 4.1.5.j Ensure that open space conforms to the characteristics of the land, type of land use, adjacent land uses and City needs.***

**Response:** As part of the design development of Boones Ferry Park, elements such as compatibility and use were studied and addressed. The design takes into account the most appropriate types of park uses to address the community's needs. Concerns of the neighboring properties were received during public meetings, as well as through the online survey and were taken into consideration, minimizing development, while adding greater access to the river. **This criterion is met.**

***Implementation Measure 4.1.5.m Protect the river-connected wildlife habitat and encourage the integration and inter-connection of the Willamette River Greenway to open space areas of the City. Continue to regulate development within the Greenway boundaries. Provide for public access to the river only through and within the City parks or other properties intended for public access.***

**Response:** The Plan continues the long-standing practice of protecting the river-connected wildlife habitat, and green corridors from the Willamette River to the rest of the City. Development will follow the provisions spelled out in the Development Code while embracing public access to the Willamette River at multiple locations within the park. **This criterion is satisfied.**

***Implementation Measure 4.1.5.y Protect the Willamette River Greenway from incompatible uses or development activities, using the standards of the Greenway section of the Development Code.***

**Response:** The development of the park will follow Willamette River Greenway rules and does not include incompatible uses or developments. **This criterion is satisfied.**



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# BOONES FERRY PARK MASTER PLAN

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December, 2018





# ACKNOWLEDGEMENTS

This document was commissioned by the City of Wilsonville, Oregon, and was completed between May 2017 and December 2018. The recommendations contained in this report are the result of a collaborative engagement including City Staff, public meeting participants, Wilsonville residents and a consultant planning team led by GreenPlay LLC and Design Concepts CLA, Inc. The individuals listed below contributed substantially by sharing their time, skills, knowledge, and thoughtful participation.

## **Mayor and City Council**

Mayor Tim Knapp  
Scott Starr, Council President  
Kristin Akervall, Councilor  
Charlotte Lehan, Councilor  
Susie Stevens, Councilor

## **Administration**

Bryan Cosgrove, City Manager  
Jeanna Troha, Assistant City Manager

## **Parks and Recreation Advisory Board**

Steve Benson, Chair  
Ken Rice, Vice Chair  
Jim Barnes  
Diana Cutaia  
David Davis  
Denise Downs  
Kate Johnson

## **Parks and Recreation Staff**

Mike McCarty, Director  
Tod Blankenship, Parks Supervisor  
Brian Stevenson, Program Manager  
Erica Behler, Recreation Coordinator  
Ahsamon Ante-Marandi, Administrative Assistant II

## **Consultant Team**

Robby Layton, Design Concepts  
Dave Peterson, Design Concepts  
Yu-Chun Chiu, Design Concepts  
Tom Diehl, Green Play  
Art Thatcher, Green Play

Cover Photo:

By Opus131 - From my Dad's photo albums, now owned by me. He's many years gone., CC BY-SA 3.0, <https://en.wikipedia.org/w/index.php?curid=46849682>





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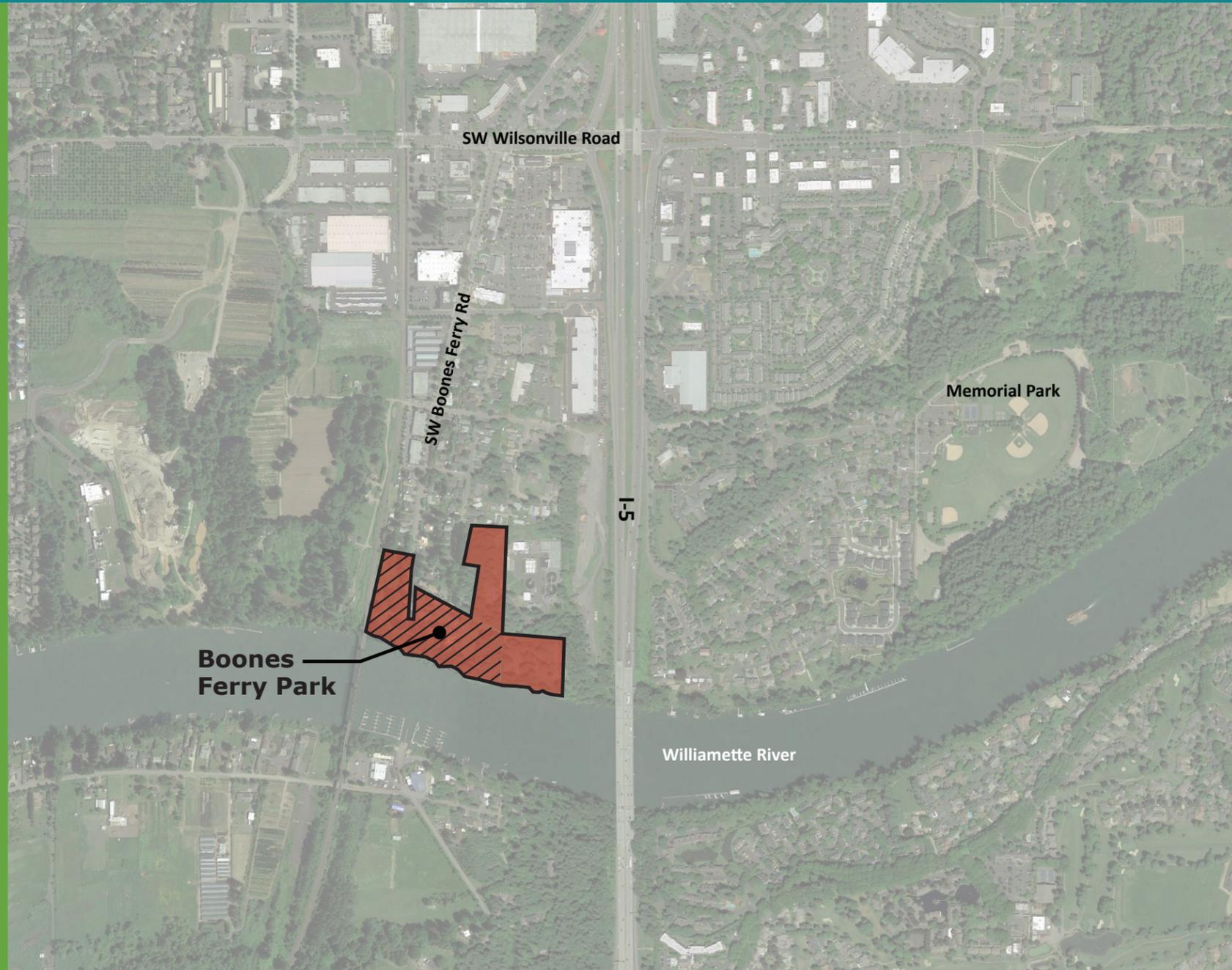
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# BACKGROUND AND CONTEXT



**Legend**

-  Existing Boones Ferry Park
-  Master Planned Area



## Summary

Boones Ferry Park is located at the intersection of SW Boones Ferry Road and SW Tauchman Street, where Boones Ferry Road meets the northern shore of the Willamette River. The river flows from west to east through town and was historically the site of a ferry and sternwheeler landing, with the ferry operator's home located on the north side of the river. Recent acquisition of adjacent land has expanded the size of the park from approximately 12 acres to approximately 15 acres. The purpose of this master plan is to provide an overall vision for the expanded site within the context of the entire citywide system of parks and the newly updated Parks and Recreation Comprehensive Master Plan.

Boones Ferry Park is categorized as a Community Park within Wilsonville's park system. According to the Parks and Recreation Comprehensive Master Plan, Community Parks are larger than Neighborhood Parks and accommodate larger numbers of people, and may have specialized features. The Tauchman House and the sternwheeler and ferry landing site are among the special features found at Boones Ferry Park. A quarter-mile of river front is the park's most unique feature, though it is mostly inaccessible and unusable at the present time. The river is almost invisible from the developed part of the existing park, and access to the water is limited to a single paved but steep path down to the old ferry landing site. Improving visual and physical access to the river was an important consideration in the development of this plan.

The master plan for the park, shown on page 17, increases river access by providing new pathways to the water's edge that will meet accessibility requirements, and by opening up views of the river from key locations. It also brings new activities to the park and upgrades existing ones while retaining the classic ambiance and character found there, and protecting the natural areas of the site.

Because the park is intended to serve the larger community as well as the local neighborhood, the plan presented here is the result of an extensive public process involving members of the general public, City Council, Parks and Recreation Advisory Board, and the Planning Commission, as well as Wilsonville Parks and Recreation staff. Intended as a vision for the future of Boones Ferry Park that can be used to develop a strategy for funding and implementing the ideas generated through the public process, the plan is not a final blueprint for construction. A phased implementation process has been outlined that will lead to the final form of the park. It is to be used as a guide for establishing budgets, tasks, and timelines for the next steps that will lead to realizing the vision for Boones Ferry Park.

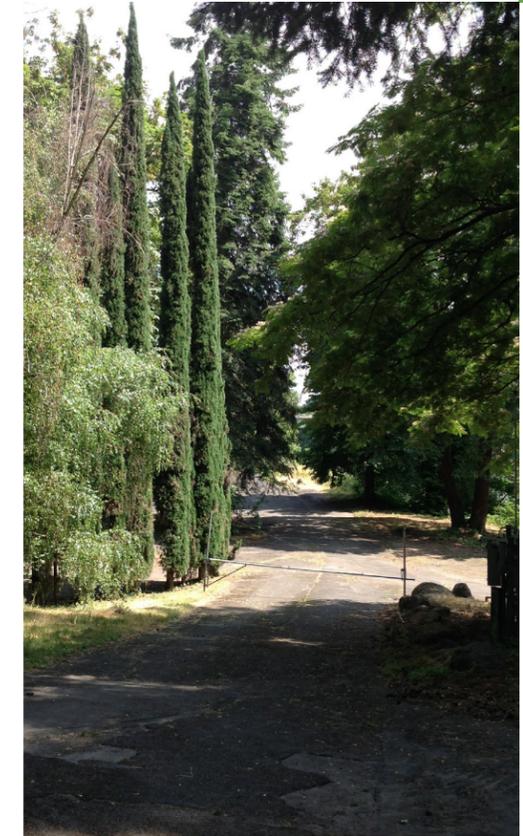


Boones Ferry docked on north shore in 1909.  
Source: <http://frenchprairiebridgeproject.org/about/history/>

## The Boones Ferry Park Site

This location was an important stop on what was a busy thoroughfare around the turn of the century. With the development of highways and freeways, like Interstate 5 in the 1950's, it changed from a stop along the road to the end of the road—a quiet and somewhat forgotten place left to be rediscovered by local residents, dogwalkers, and those seeking access to the river for fishing, paddling, or a break from the normal routine of life.

The park today has several distinct areas with their own special character. South of Tauchman Street, which borders a portion of the park's northern side, an open expanse of lawn slopes gently down to a wall of trees that occupy the steep bank next to the Willamette River. A natural wooded area divides the old and new sections of the park and pulls the wildness of the river bank up and through the park and into the adjacent neighborhood to the north. The bank separates the park and the town from the river. Rare glimpses through this veil of vegetation entice visitors to explore a steep pathway to the ferry landing on the river's shore. This is one of the few places for Wilsonville to gain access to its river.



Scenes from within Boones Ferry Park today



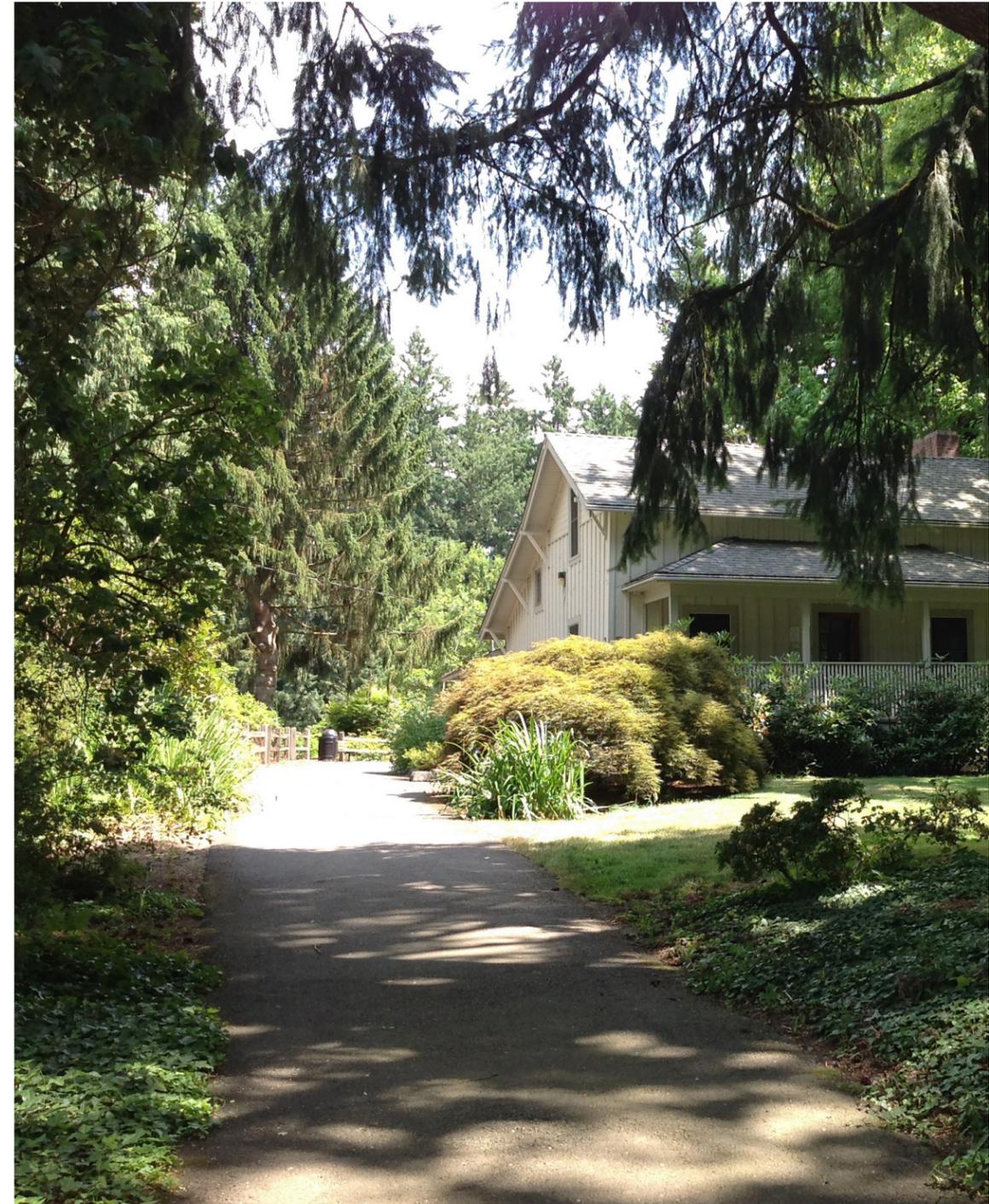
BOONES FERRY PARK MASTER PLAN





After exploring the ferry landing, visitors may walk back up to the bank to explore the Tauchman House and the site of the former ferry keepers residence. The house is now a venue for small gatherings, meetings and other events. The yard around the house is shaded by large mature trees, making for a pleasant space where events in the house can overflow into the outdoors.

An existing playground, ornamental garden, and small gazebo also occupy space around the Tauchman House, along with a parking lot, basketball court, and restroom building. To the east of these features, beyond the lawn, is a grove of trees that runs northward from the river bank, across Tauchman Street, and past the Wastewater Treatment Plant. This once formed the eastern edge of the park. The southern edge runs along the top of the river bank, offering views of the river and the far shore. An extension of the Boones Ferry to Memorial Park Trail that runs under the freeway and connects via local streets to Memorial Park is planned through this area and the adjacent wooded area between it and the existing park.





## Site Analysis – Opportunities and Constraints

Boones Ferry Park lies between the north shore of the Willamette River and an established neighborhood within the oldest part of Wilsonville. As one of Wilsonville's oldest Community Parks, it offers both opportunities and challenges moving forward into the future.

### **Opportunities**

- The park's greatest asset is its frontage along the river, one of the few places in Wilsonville where public access to the river is possible. The existing paved approach to the ferry landing is utilized by non-motorized watercraft, fishing enthusiasts, and others desiring to engage with the river. The location of the main parts of the park at the top of a high bank offers the potential for dramatic views of the river.
- The history of the park is important to the region and to Wilsonville. The ferry site is reported to be along an ancient Native American trail that crossed the river here. According to a description published on the McMenamins web site, Native Americans helped carry customers across the river in their canoes in the early days of the ferry's operation.<sup>1</sup>
- As an existing park, people are familiar with it and accustomed to using it. Also, the basic park framework is in place, including a restroom building with water, sewer, and other basic utilities.
- The park is an important hub connecting multiple trail systems, including the Ice Age Tonquin Trail to the north (which is a plan for 20+ miles of trails connecting the cities of Sherwood, Tualatin, and Wilsonville) and the Boeckman Creek Trail to the east through Memorial Park.
- Also, the French Prairie Bridge provides trail connections to Charbonneau and to Champoeg State Park, which is the start of the Willamette Valley Scenic Bikeway. Boones Ferry Park is also at the southern end of the planned 5th Street to Kinsman Road Extension.
- The park is connected to Memorial Park and the eastern half of Wilsonville via a multi-use trail. Plans for extending and improving the trail are underway to make it a more effective link in Wilsonville's trail system.

- The site's visual character is appealing, with ample vegetation, open lawn, and glimpses of the river. The Tauchman House provides an anchor and identity for the site, and in conjunction with its setting, offers a pleasant facility for small events.
- The expansion of the park with new acreage offers opportunities to address the recreational needs of an evolving community, while increasing the amount of open space available within an established segment of the city's geography.
- The wooded parts of the park offer a natural counterpart to the developed parts of the park.
- The close proximity of the Wastewater Treatment Plant affords the potential for gray (reclaimed) water to be utilized for irrigation purposes.

### **Constraints**

- The railroad track and I-5 freeway create barriers and are potential sources of noise pollution to the park.
- The existing Wastewater Treatment Plant could be considered an undesirable use adjacent to the park.
- The present access road down to the ferry landing is steep and difficult to navigate for many users. It does not meet current standards for accessible routes under the Americans with Disabilities Act.
- The thick vegetation at the top of the river bank almost completely obscures views from the park to the river.
- The challenging topography and powerful river currents may limit and/or require alternative options. Additional studies will be necessary.

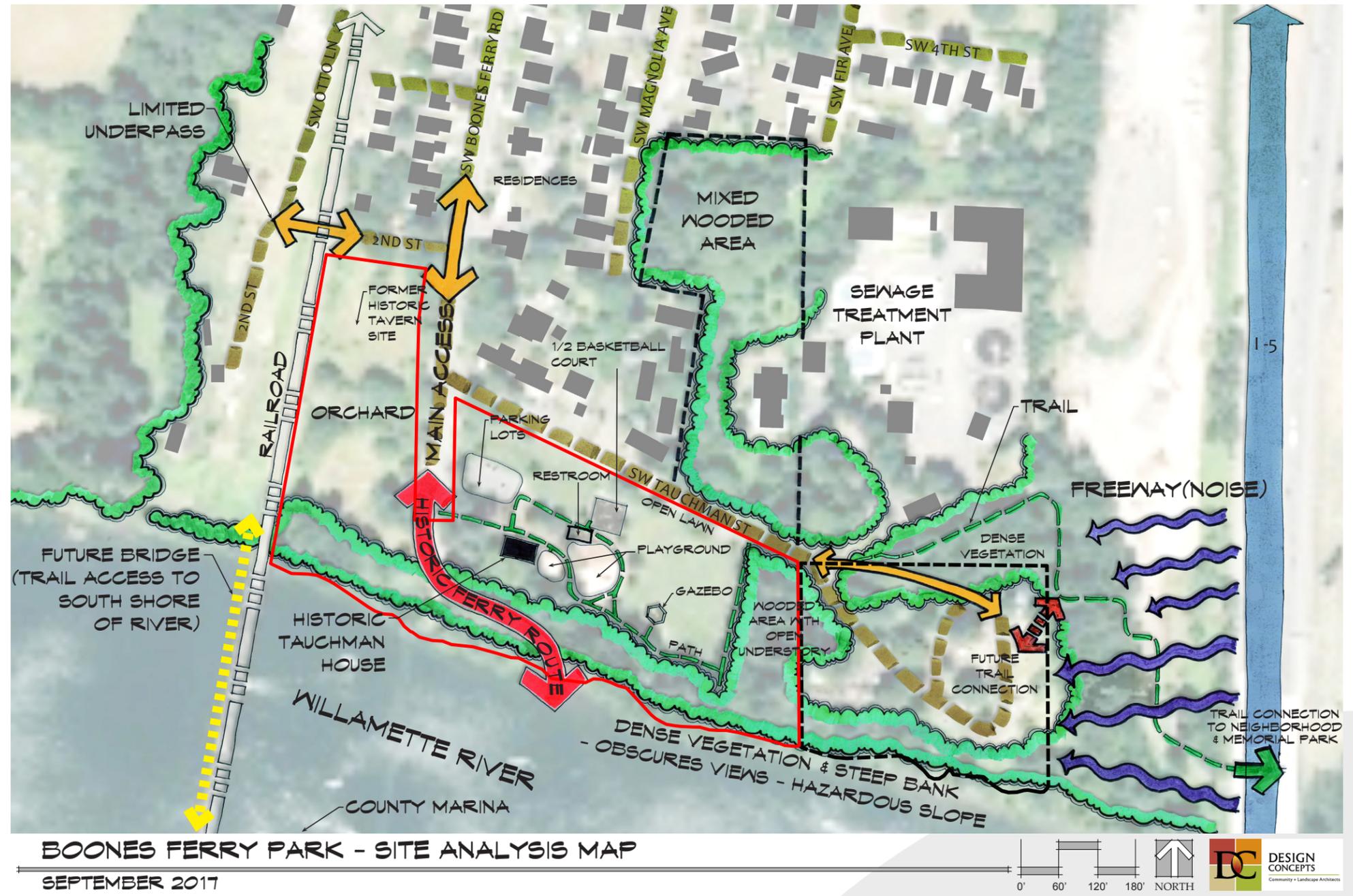
1. <https://www.mcmenamins.com/system/uploads/assets/History/Pubs/Wilsonville/WilsonvilleHistoryFlyer.pdf>



### Site Analysis Map

Boones Ferry Park amenities include:

- Pedestrian Path
- Tauchman House
- River Access (limited)
- Playground
- Picnic Tables
- Gazebo
- Picnic Areas
- 1/2 Basketball Court
- Asphalt parking with approximately 22 spaces
- Benches
- Restrooms



# PROCESS





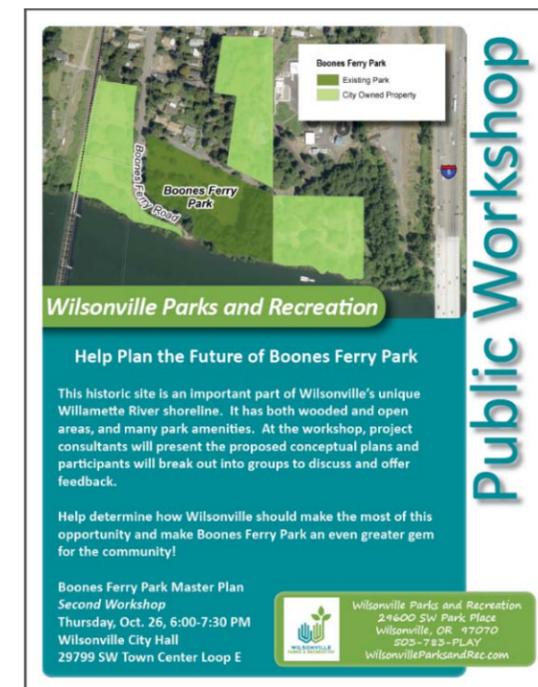
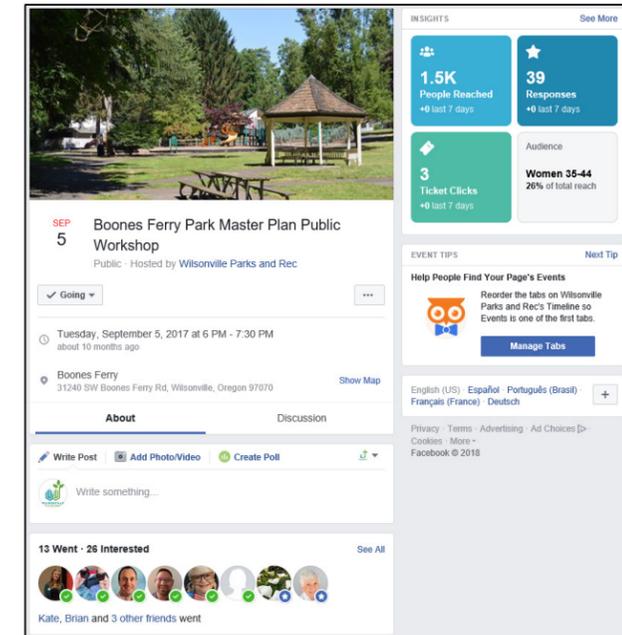
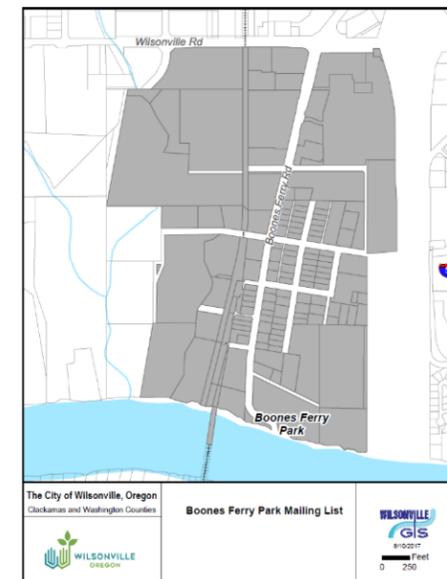
## Master Planning Process

The Boones Ferry Park Master Plan was prepared in conjunction with the 2018 update of Wilsonville’s Parks and Recreation Comprehensive Master Plan. This allowed the plan for the park to be informed by, and in turn, inform the citywide comprehensive plan. Because Boones Ferry Park is classified as a Community Park, it is intended to serve the entire City of Wilsonville. Coordinating the Boones Ferry Park Master Plan with the Parks and Recreation Comprehensive Master Plan not only addresses issues at the park, but also positions the park within the context of the citywide park system and the needs of all Wilsonville citizens.

The planning process was designed to engage citizens through hands-on participation and interaction with their neighbors and fellow residents. Residents were notified and invited to participate through a variety of avenues, including mailed postcards, posting on the City’s and Parks and Recreation’s websites, emails to interested parties, and publications in the Boones Ferry Messenger. Flyers were also posted in City Hall, the Community Center, Library, and Parks and Recreation Administration Building. Additional articles promoting awareness of the process were included in the Wilsonville Spokesman, and Facebook events were created for each workshop and shared on the Parks and Recreation Facebook page.

Key steps in the planning process included:

1. Kickoff meeting with Parks and Recreation staff to review project goals and process.
2. First community workshop to generate ideas, identify priorities and preferences, and establish general goals (September, 2017).
3. Second public workshop to evaluate three concept plans for likes, dislikes, and preferences, and refine ideas for park character (October, 2017).
4. Online posting of concept plans for further public review and comment (October, 2017 to January, 2018).
5. Presentation of conceptual plans to Wilsonville Citizens Academy (February, 2018).
6. Presentation of single draft master plan to City Council work session (June, 2018).
7. Third public workshop to review and comment on the draft master plan (June, 2018).
8. Presentation to Planning Commission Work Session (July, 2018).
9. Presentation to Parks and Recreation Advisory Board (July, 2018)
10. Planning Commission public hearing (November, 2018).
11. City Council public hearing (December, 2018).
12. Final report submitted (December, 2018).

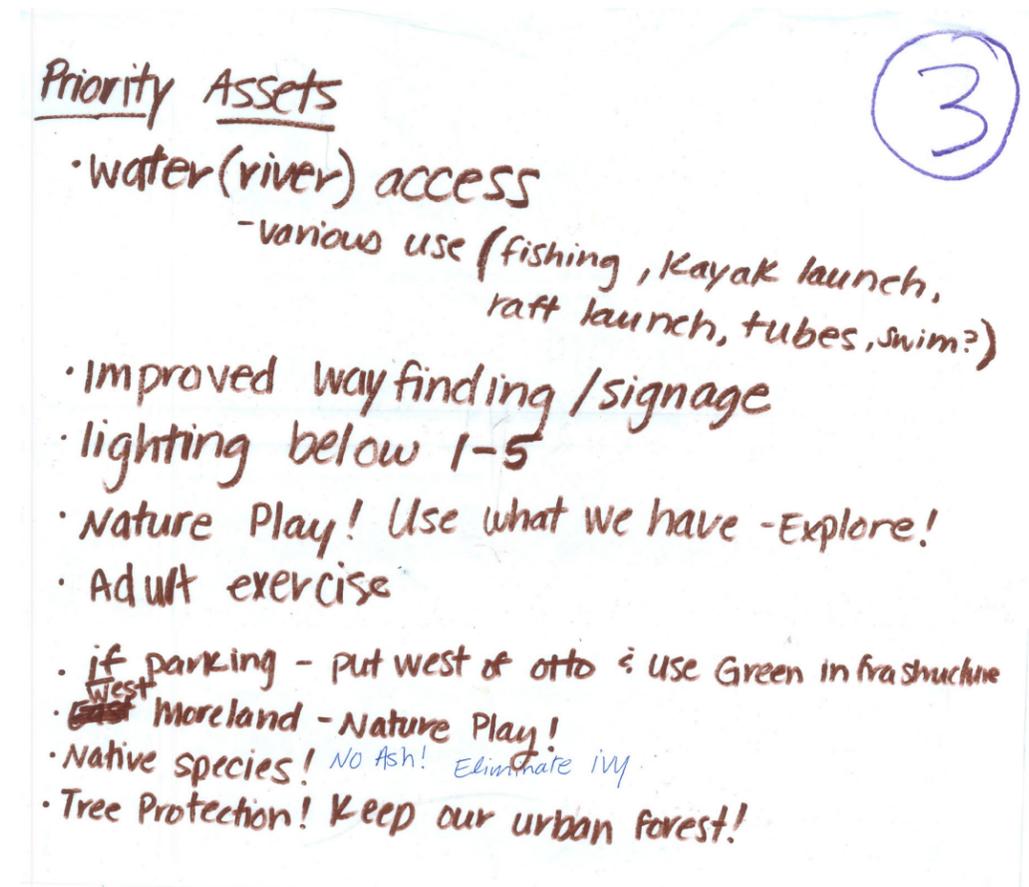


## Workshop #1

The first workshop was conducted at the park, using the Tauchman House as a base of operations. Tables were set up both inside the house and outside on the lawn. Following a brief orientation on the project background and the site, as well as a discussion of the French Prairie Bridge Project, participants were broken into working groups and each group was given materials with which to develop their own plan for the park. Groups were instructed that they could add or delete anything they wanted in the park, but their final plan was to represent the wishes of that group. After working for some time, the groups presented their plans to the larger audience. There were four groups of approximately five persons each, and one individual who asked to and was allowed to prepare a plan by himself.

Following the workshop, the plans were analyzed by the consulting team to determine which features were included and where, and to look for emergent patterns and preferences for what each part of the site should be like. Table 1 shows the frequency of occurrence for all identified features on all of the plans. Two items appeared on all five plans: *Natural River Access*, and *Keep North Area Natural*. Of the items that appeared on all but one group plan, only one item, *Community Garden*, did not end up on the final master plan.

A dot-voting exercise was also conducted at the workshop to allow participants to vote for images that suggest things they would like to see at Boones Ferry Park. The most popular items were Developed River Access and Water Equipment. Next in popularity were Dog Park and Nature Play. All of these items appear to varying degrees in the final master plan.



## Keywords and Discussion Points

**Group 1**

- Keep the trees
- Include dog park at the existing orchard
- Upgrade existing amenities
- Cover the playground for rainy days
- Improve river access where it currently is located
- Add a river trail
- Put amenities near the freeway that are not noise sensitive like a bike pump track and parkour course

**Group 2**

- Keep the orchard
- Add a community garden
- Historic reference at ferry crossing
- Disperse the parking around the park so it's not one big parking lot
- Keep the park's natural elements and preserve what's there already

**Group 3**

- Increase the river access all along the park but especially to the east
- Preserve existing park features
- Add nature play
- Add wayfinding and signage
- Increase security lighting
- Add public art (mural) at freeway underpass for example
- Include fitness stations along trail
- Add river trail

**Group 4**

- Keep the small neighborhood feel of the park
- Love the wooded area. Keep it native and natural
- Orchard could become dog park and community garden
- Add river access at the old trailer park
- Update existing amenities

**Group 5**

- Mostly concerned about a dog park for his dog
- Minimal changes to the rest of the park
- Really liked the idea of an arboretum with labeled trees



# Workshop #1

## Boones Ferry Park Workshop Features Analysis

	Group Plan Number				
	1	2	3	4	5
<b>Features on all Group Plans</b>					
Natural River Access					
Keep North Area Natural					
Minimal Development at North Area					
<b>Features on all but one Group Plans</b>					
Basketball					
Fishing					
Shelter					
Picnic					
Community Garden					
Developed River Access					
Restroom					
River Trail					
Bike					
Wildlife					
Keep Wooded Area					
<b>Features on 2 of 4 Group Plans</b>					
Play Equipment					
Dog Park					
Water Equipment					
Keep Existing Parking					
New Parking					
Benches/Seating					
Primary Trail					
Secondary Trail					
Butterfly & Bee Habitat					
Nature Play					
Bridge					
Arboretum					
Site Lighting					
Bicycle Pump Track					
<b>Features on only one Group Plan</b>					
Keep Sledding Hill					
Rain Garden					
Garbage Cans					
Adult Fitness					
Outdoor Learning					
Orchard					
Mini Amphitheater					
Floating Dock w/ Swimming					
Historic Ferry Crossing					
Drinking Water					
Signage Post					
Horseshoes					
Public Mural Art					
Permanent Art					
Song Circle					
Total features shown:	21	22	26	18	
<b>Feature on only Individual Plan</b>					
Open Gass/Multi-use Play area					
Total features shown:					15

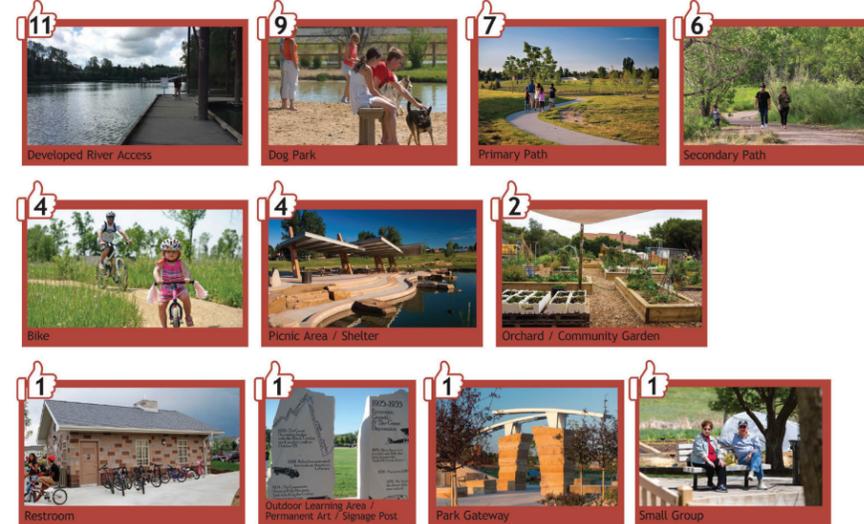
Note: Plan #5 was generated by a single participant thus is not a group plan

Table 1

## Outdoor Play & Learning



## Services



## Active Exercise



## Event Space



Workshop Votes Summary



## Workshop #2

Due to the time of the year, the second workshop took place at City Hall. The participants were once again divided into groups (three total). Each group was given three concept plans that the consultants had prepared based on analysis of the results from Workshop# 1. Each concept focused on a theme, including 1) *Engage the River*, 2) *Historical Focus*, and 3) *Activated Park*. The groups were instructed to discuss the concepts and fill out a form indicating the group’s consensus on what they liked about each plan and what they disliked about it. They were also asked to list any features that they felt should definitely be on the final plan and any that should not.

Results are shown in Table 2. The only items on all three plans that were indicated as “liked” by all three groups were *Natural River Access* and *Docks*. Both of these items are included on the final plan. Two items were indicated by all groups as “disliked”: *Parking near NW Corner* and *Amphitheater*. Neither of these are included on the final plan.

For features to definitely include or exclude on the final plan, *Tree Preservation* was listed by all three groups to include, and *Natural River Access* and *Dog Park* were mentioned by two groups to include. These features are all included on the final master plan. There were no specific items listed for definite exclusion by two or more groups.

## Online Review

The three concept plans and the evaluation form were posted on the City’s web site from December 1st, 2017 to January 15th, 2018 to allow for additional input from citizens. The survey results were compiled and are shown in Appendix A.

Boones Ferry Park Workshop Features Analysis

Concept 1 - Engage the River	Group Plan Number		
	A	B	C
Natural River Access			
Docks			
Community Garden			
Butterfly & Bee Habitat			
Tree preservation			
Parking near NW corner			
Amphitheater			
Parking far from homes			
Dog park location			
Nature play in preserve wooded area			
Trail through wooded area connect to Magnolia Ave			
Preserve North wooded area			
Preserve orchard			
Arboretum			
Art display			
Water rental			
Bike pump track			
Water play creek			
Small covered play area for use in winter			
New and exist restrooms			
Water rental			
Concept 2 - Historical Focus	A	B	C
Parking near NW corner			
Water play creek / Nature play			
Dog park location			
Bike pump track			
Restroom removal in existing location			
Tree preservation			
Basketball			
Additional shelter			
Open lawn			
Preserve orchard			
Butterfly & Bee Habitat			
Limited river access			
Arboretum			
No trail through wooded area			
Concept 3 - Activated Park	A	B	C
Bike pump track area			
Natural River Access			
Dog Park			
Arboretum			
Community garden			
Butterfly & Bee Habitat			
Expansion of Tauchman House			
Trail through wooded area connect to Magnolia Ave			
Parking near NW corner			
Water play creek			
Preserve orchard			
Open lawn			
Not enough restroom			
Large outdoor fitness			
Additional shelter			
Current play area			
Features on final Plan	A	B	C
Tree preservation			
Natural River Access			
Dog park			
Butterfly & Bee Habitat			
Bike pump track			
Docks			
Water rental			
Water play creek			
Trail through wooded area connect to Magnolia Ave			
Small covered play area for use in winter			
Seating			
Parking distance from homes			
Natural Play			
Open lawn			
More adult fitness			
Street parking			
More garbage			
Benches near river overlook			

Table 2



### Concept Plan #1 - Engage the River

- Activate river edge through overlooks, water access
  - 5 overlooks provide views to river
  - 2 docks provide direct river access
- Water equipment rental area
- Preserve existing services near the Tauchman House
- Extend event/program spaces from Tauchman House
- Improve street parking and cross walking at SW Tauchman St
- Extend play area into wooded area and integrate variety of spaces for families
- Create recreational destinations and river overlook along the riverside





### Concept Plan #2 - Historical Focus

- Enhance the historical character of the Tauchman House
  - Emphasize view to the house at park entry
  - Event lawn and arboretum
- Relocate existing services near the Tauchman House
- Large open lawn for multi-propose activities
- Restrict street parking and drop-off area along main access
- Develop east side and wooded area with diverse activities (bike pump track, basketball and nature play)
- Preserve north wooded area





### Concept Plan #3 - Activated Park

- Activated west side with diverse activities (bike pump track and dog park)
- Integrate variety of spaces for families through centralized activity area
- Extend the Tauchman House with new indoor event space and new restrooms
- Restrict street parking and drop-off area along main access and SW Tauchman St
- Minimal elements in the preserved wooded area to north
- Develop river edge and create pedestrian/bikes network along riverside

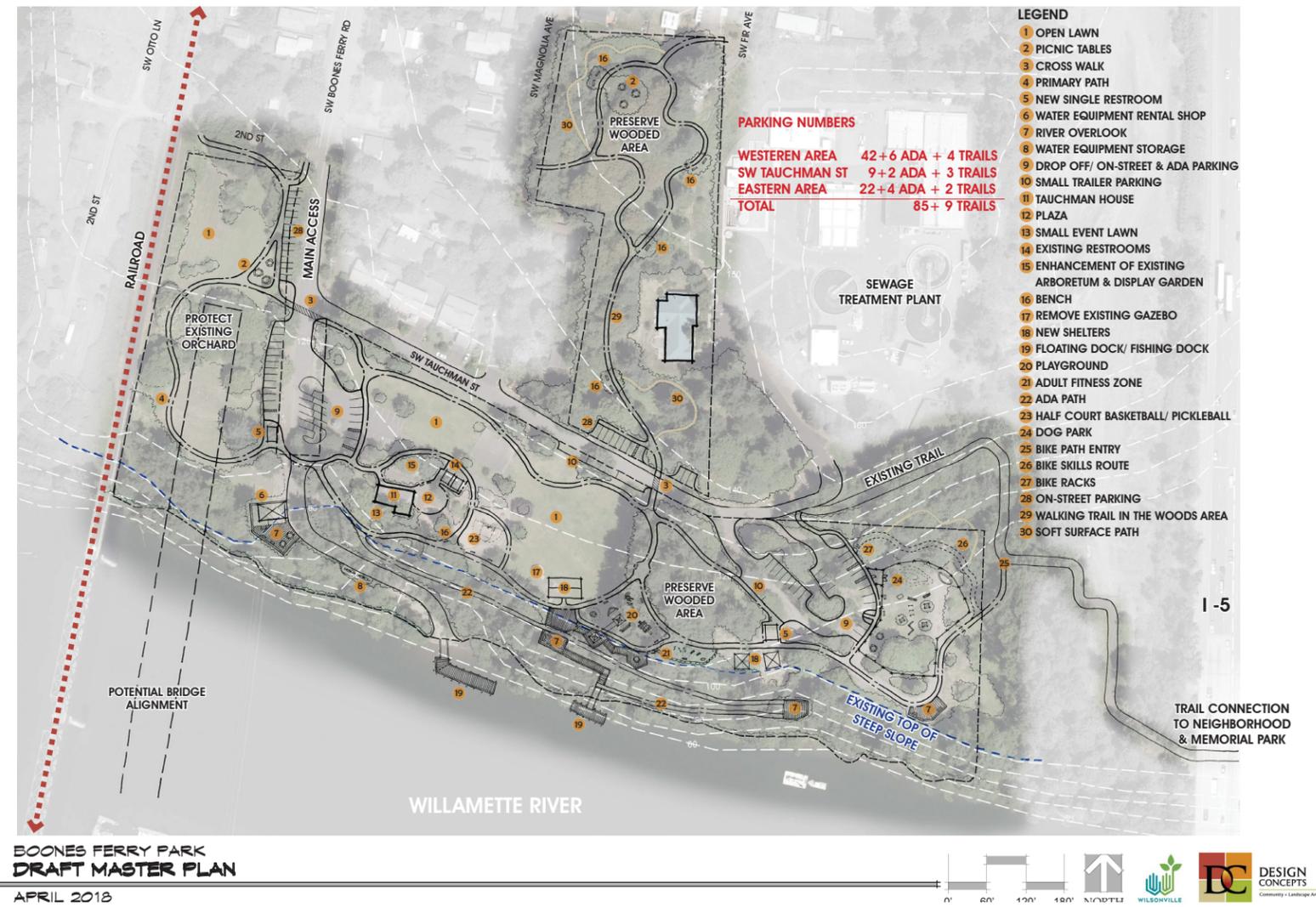




### Workshop #3 and Final Reviews

Following the second workshop, a final draft plan was developed. Parks and Recreation staff provided review and guidance throughout the planning process, but their input was especially critical in finessing the final plan. This involved making sure that proposed features were located to address programming, operations, and maintenance needs. Once staff was satisfied with the draft plan, it was presented to City Council in a work session, and to the public in a third workshop, and to Planning Commission and Parks and Recreation Advisory Boards for their input. Feedback from all three events was positive, with a high level of enthusiasm and support for the enhanced access and engagement of the river.

At the third workshop, there were positive comments from two of the four groups on the location of the dog park, and all groups mentioned that they liked the additional trails, including the ones through the wooded areas. Negative comments on the final plan revolved around hours of operation, trash removal, increased traffic and other activity in the park, addressing possible homeless issues, and other potential impacts to the adjacent neighborhood. There was also concern over the impact that the French Prairie Bridge would have on the park. These are primarily operational and/or policy issues that can be addressed by staff. However, some adjustments to the plan were made to help, including the location of an on-site dumpster, and reconfiguration of the entrance at the end of Boones Ferry Road to reinforce the intended connection between Boones Ferry Road and the French Prairie Bridge.

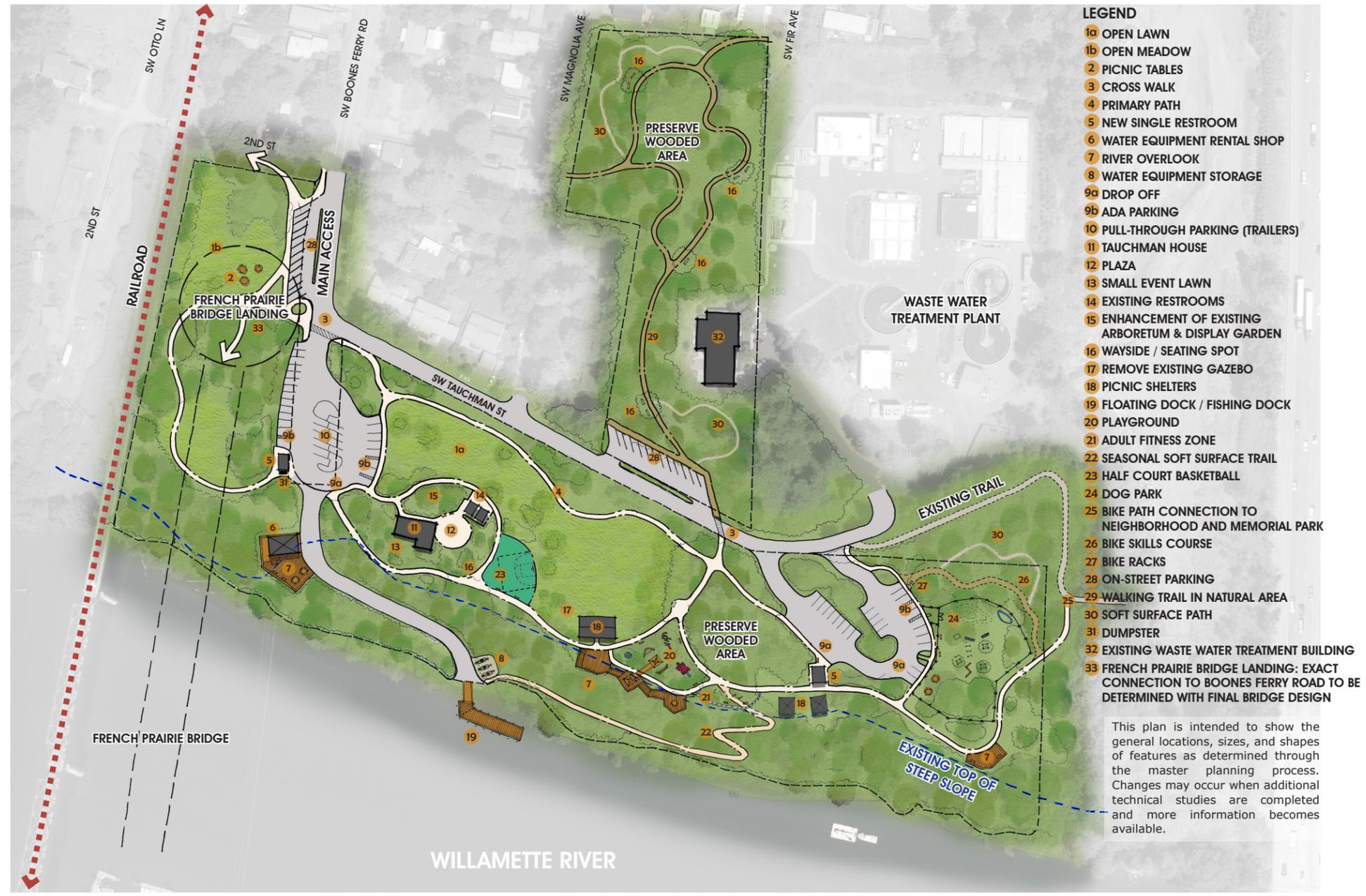


# FINAL PLAN





# Proposed Plan



**BOONES FERRY PARK MASTER PLAN**

0' 60' 120' 180' NORTH

WILSONVILLE PARKS & RECREATION

DC DESIGN CONCEPTS

Community + Landscape Architects



## Proposed Plan

Throughout the public process, the desire for a greater connection to the river was a common theme. The proposed plan takes this to heart, and combines it with a desire to retain aspects that make Boones Ferry Park special today, including its quiet greenness, relaxed atmosphere, and connection to the historic past. The new plan proposes to pull the existing parking lot back from the “front lawn” of the park, push the basketball court and playground back towards the river, and open up the expansiveness of the lawn. Park pathways will connect to the French Prairie Bridge. To make all of the park’s features accessible in compliance with requirements of the Americans with Disabilities Act, the alignments of paths and locations of some features shown on the plan may be altered to respond to topography, vegetation, and other conditions.

The route down to the ferry landing will remain intact, with a new boathouse at the brow of the bank, where non-motorized watercraft will be rented and visitors may relax on a deck overlooking the river below. The ferry landing itself will now have a dock, engineered to withstand the challenging current and variable water levels.

Back up on top of the bank, the playground has been pulled away to allow space for a small plaza that can serve for weddings and other small events. The plaza also connects to the existing restroom building, which will get a facelift to fit it into its surroundings. The grounds between the Tauchman House and the bank will remain as they are today – a shady respite for events, picnics, etc. The proposed plan complements the City’s 2015 Facilities Master Plan which calls for restoring the Tauchman House into an events venue. This would include finishing the upstairs area and adding a bride prep room and a lounge. In addition, renovating the basement area could provide the facility with a groom prep area, as well.

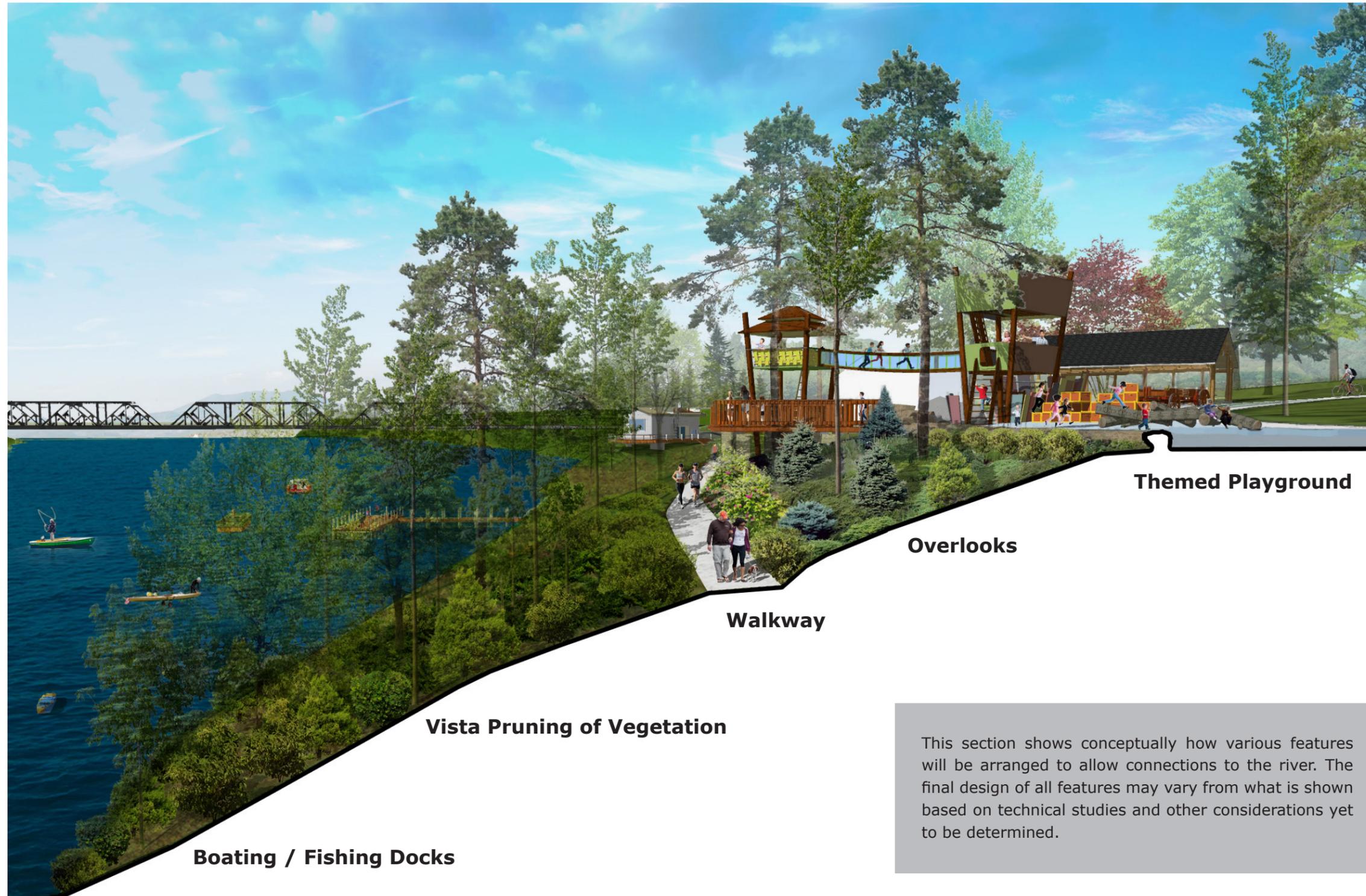
The area between the park and the river is envisioned as an esplanade with various attractions and activities. From west to east, these include the newly relocated basketball court and a group picnic shelter. Just beyond the picnic shelter is a fun new playspace that weaves in and out of the wooded grove and offer views up and down the river. Playing here will give kids of all ages the chance to play among the trunks of trees in the grove. The theme of the playground will evoke the history of travelling on the river.

From the picnic and play area, visitors will be able to make the descent down to the dock via a seasonal soft-surface trail. Back up on top, the existing wooded area will be preserved and protected. In the new section, away from the neighborhoods and in the shadow of the I-5 freeway bridge, will be a dog park, bike skills course, and opportunities to view the river from waysides along the trail that connects Boones Ferry Park to Memorial Park. Parking is provided in this area, which allows it to serve as a trailhead for cyclists and others using the trail system.

The area north of SW Tauchman Street, between the neighborhood and the Wastewater Treatment Plant will be kept natural, with a looping path for strolling and connections to Southwest Fir Avenue and Southwest Magnolia. Benches and simple waysides with interpretive signs to highlight natural and historic aspects of the park will make this a peaceful, wooded area.

While the intent is to keep the character of Boones Ferry Park, in its new version, the park will likely draw more visitors than it sees today. To accommodate this, parking will be expanded from approximately 35 spaces available today, to approximately 90 at completion. Additional restrooms will also be provided on the west (between the boathouse and parking lot) and east (between the new parking lot and shelters) ends of the park. These added amenities will allow the park to serve as a trailhead for the expanded regional trail system. The main route for the trail through Boones Ferry Park has been nudged up along the north side of the existing park adjacent to SW Tauchman Street once it emerges from the wooded area. This will provide a smooth through-route for regional cyclists and hikers, but they may also choose to take a more leisurely route to explore the park along the esplanade at the top of the bank along the south part of the park.

Due to the challenging topography and powerful river currents, ideas presented in this plan are conceptual in nature. Feasibility of specific elements will be determined after completion of geotechnical and hydrotechnical studies.



This section shows conceptually how various features will be arranged to allow connections to the river. The final design of all features may vary from what is shown based on technical studies and other considerations yet to be determined.

Conceptual Section through River Bank

# CONCEPTUAL PLAN COST ESTIMATE





# CONCEPTUAL PLAN COST ESTIMATE

The master plan for Boones Ferry Park presented in this document is just one of many steps leading towards the implementation of a vision for the park. It should be thought of as a road map to guide the park’s progress rather than a blueprint for its construction. There are lots of decision points along the way, where choices will be based on new information as it becomes available. For example, studies of the underlying geology of the site and the hydrology of the river will need to be commissioned before detailed designs for docks, piers, walkways, and other river access features can be prepared. A land survey of the site will be needed to allow for the final configuration of parking lots, paths, and other features. This includes obtaining a detailed mapping of existing trees, contours, and other elements.

With all of these variables remaining, it is not practical at this time to determine an exact cost for building the park as shown in the master plan. But it is possible—and useful—to generate an order-of-magnitude cost range for the completed park. The tables provided here show an itemized breakdown of cost allowances for features shown on the plan, and associated work anticipated to implement the vision shown in the master plan in a phased sequence as indicated on the adjacent map. The actual items to be included within each phase may change as the project proceeds, based on the availability of funds and other considerations. The bottom-line number is not intended to be used as a budget for the park, but instead as a way to arrive at a range within which the final cost is likely to fall. Based on this somewhere between eight and thirteen million dollars should be estimated at this point. The large spread is due to several items with wide variability, particularly unknowns associated with the river hydrology and what it will take to engineer structures and access routes to allow for people to access the river. Other expensive items that could vary widely in cost are the restrooms and river equipment building. Architectural and engineering studies will be needed to determine the utilities, structural materials, and other requirements for these. Cost estimates for the various items can be firmed up as more information becomes available and detailed designs are developed.



PHASING PLAN

Summary of All Phases	
Phase 1	\$2,775,630
Phase 2	\$2,330,625
Phase 3	\$4,272,895
Phase 4	\$325,875
Phase 5	\$1,001,880
<b>Total of All Phases</b>	<b>\$10,706,905</b>

PHASE 1 - RIVERFRONT				
Item	Unit Price	Unit	Quantity	Item total
<b>Site Preparation</b>				
Construction Fencing & Erosion Control	\$7,500	Allowance	1	\$7,500
Vehicle Tracking Control	\$5,000	Allowance	1	\$5,000
Remove Existing Paving	\$35,000	Allowance	1	\$35,000
Clear and Grub	\$5,000	Allowance	1	\$5,000
<b>Grading</b>				
Site Grading	\$15,000	Allowance	1	\$15,000
<b>Site Construction</b>				
Seasonal Soft Trails	\$75,000	Allowance	1	\$75,000
Site Walls (Retaining/free-standing)	\$100,000	Allowance	1	\$100,000
Boardwalks/decks on Land	\$250,000	Allowance	1	\$250,000
Boardwalks/decks/docks in River	\$500,000	Allowance	1	\$500,000
<b>Structures</b>				
Water Equipment Shop/Building	\$250,000	Lump Sum	1	\$250,000
New Restroom at West Parking Lot	\$350,000	Lump Sum	1	\$350,000
<b>Furnishings and Equipment</b>				
Miscellaneous Furnishings: Benches/ Tables/ Trash Receptacles/ Signs/ Drinking Fountains/ Bike Racks, etc.	\$10,000	Allowance	1	\$10,000
Lights/bollards	\$5,000	Allowance	1	\$5,000
Fences/Railings, etc. @ Top of Bank	\$10,000	Allowance	1	\$10,000
Sub Total				\$1,617,500
Bonding, Mobilization, etc. @ 10%				\$161,750
Contingency @ 20%				\$355,850
Construction Subtotal				\$2,135,100
Bid Continency @ 10%				\$213,510
Estimated Construction Bid				\$2,348,610
Consulting Fees/Soft Costs (Based on Construction Subtotal)				\$427,020
<b>Total Phase 1 Estimate</b>				<b>\$2,775,630</b>

<b>PHASE 2 - EAST SIDE</b>				
<b>Item</b>	<b>Unit Price</b>	<b>Unit</b>	<b>Quantity</b>	<b>Item total</b>
<b>Site Preparation</b>				
Construction Fencing & Erosion Control	\$7,500	Allowance	1	\$7,500
Vehicle Tracking Control	\$5,000	Allowance	1	\$5,000
Remove Existing Paving	\$35,000	Allowance	1	\$35,000
Clear and Grub	\$5,000	Allowance	1	\$5,000
<b>Grading &amp; Utilities</b>				
Site Grading	\$30,000	Allowance	1	\$30,000
Convert Irrigation System to Reclaimed Water	\$100,000	Allowance	1	\$100,000
<b>Site Construction</b>				
New Asphalt	\$150,000	Allowance	1	\$150,000
Traffic Control Striping/Signage	\$15,000	Lump Sum	1	\$15,000
New Curb & Gutter	\$40,000	Allowance	1	\$40,000
New Concrete Walks	\$125,000	Allowance	1	\$125,000
Dog Park	\$200,000	Each	1	\$200,000
Bike Skills Route	\$50,000	Each	1	\$50,000
Site Walls (Retaining/free-standing)	\$20,000	Allowance	1	\$20,000
Boardwalks/decks on Land	\$20,000	Allowance	1	\$20,000
<b>Structures</b>				
New Restroom at East Side of Park	\$350,000	Lump Sum	1	\$350,000
New Shelters	\$50,000	Each	2	\$100,000
<b>Furnishings and Equipment</b>				
Miscellaneous Furnishings: Benches/ Tables/ Trash Receptacles/ Signs/ Drinking Fountains/ Bike Racks, etc.	\$50,000	Allowance	1	\$50,000
Lights/bollards	\$10,000	Allowance	1	\$10,000
Fences/Railings, etc. @ Top of Bluff	\$25,000	Allowance	1	\$25,000
<b>Landscaping</b>				
Shrub/perennial beds	\$15,000	Allowance	1	\$15,000
Lawns	\$50,000	Allowance	1	\$50,000
Trees	\$10,000	Allowance	1	\$10,000
Sub Total				\$1,412,500
Bonding, Mobilization, etc. @ 10%				\$141,250
Contingency @ 20%				\$310,750
Construction Subtotal				\$1,864,500
Bid Continency @ 10%				\$186,450
Estimated Construction Bid				\$2,050,950
Consulting Fees/Soft Costs (Based on Construction Subtotal)				\$279,675
<b>Total Project Estimate</b>				<b>\$2,330,625</b>

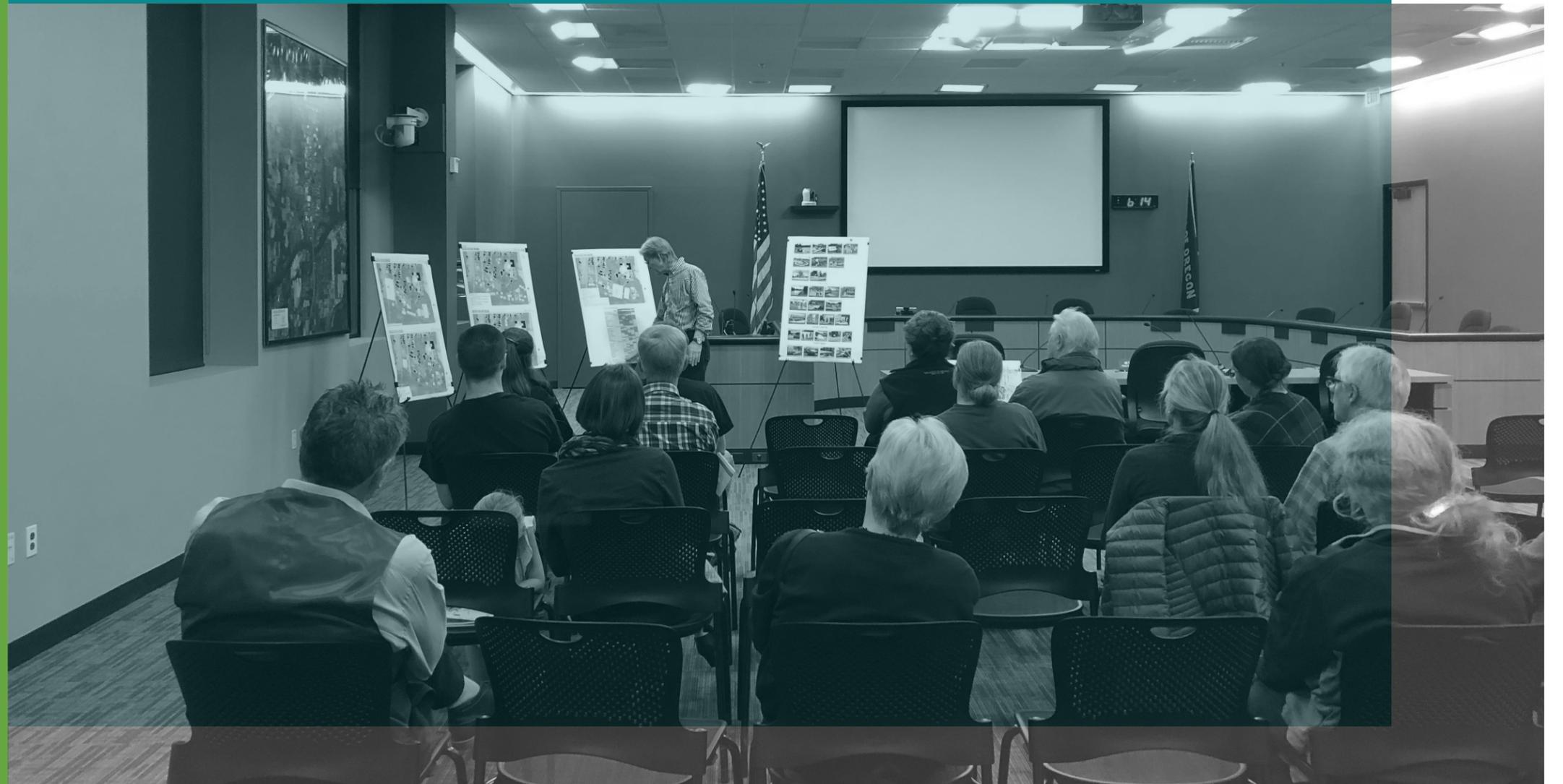
**PHASE 3 - EXISTING PARK - MAIN SECTION**

Item	Unit Price	Unit	Quantity	Item total
<b>Site Preparation</b>				
Construction Fencing & Erosion Control	\$7,500	Allowance	1	\$7,500
Vehicle Tracking Control	\$5,000	Allowance	1	\$5,000
Remove Existing Paving	\$35,000	Allowance	1	\$35,000
Clear and Grub	\$5,000	Allowance	1	\$5,000
Remove Existing Basketball Court	\$5,000	Each	1	\$5,000
Remove Existing Gazebo	\$1,000	Each	1	\$1,000
<b>Grading</b>				
Site Grading	\$30,000	Allowance	1	\$30,000
<b>Site Construction</b>				
New Asphalt	\$200,000	Allowance	1	\$200,000
Traffic Control Striping/Signage	\$15,000	Lump Sum	1	\$15,000
New Curb & Gutter	\$40,000	Allowance	1	\$40,000
New Concrete Walks	\$125,000	Allowance	1	\$125,000
Plaza/Specialty Paving	\$50,000	Allowance	1	\$50,000
Half-Court Basketball	\$40,000	Each	1	\$40,000
Site Walls (Retaining/free-standing)	\$10,000	Allowance	1	\$10,000
Boardwalks/decks on Land	\$50,000	Allowance	1	\$50,000
<b>Structures</b>				
Remodel Existing Restroom Building	\$75,000	Lump Sum	1	\$75,000
Group Picnic Pavilion	\$100,000	Lump Sum	1	\$100,000
Tauchman House (Main Floor and Upstairs Restoration)	\$461,133	Lump Sum	1	\$461,133
Tauchman House (Basement Restoration)	\$250,000	Allowance	1	\$250,000
New Shelters	\$75,000	Each	1	\$75,000
<b>Furnishings and Equipment</b>				
Miscellaneous Furnishings: Benches/ Tables/ Trash Receptacles/ Signs/ Drinking Fountains/ Bike Racks, etc.	\$50,000	Allowance	1	\$50,000
Lights/bollards	\$10,000	Allowance	1	\$10,000
Fences/Railings, etc. @ Top of Bluff	\$25,000	Allowance	1	\$25,000
Playground/(Including surfacing and related features)	\$750,000	Lump Sum	1	\$750,000
Fitness Zone	\$100,000	Lump Sum	1	\$100,000
<b>Landscaping</b>				
Shrub/perennial beds	\$15,000	Allowance	1	\$15,000
Lawns	\$50,000	Allowance	1	\$50,000
Trees	\$10,000	Allowance	1	\$10,000
Sub Total				\$2,589,633
Bonding, Mobilization, etc. @ 10%				\$258,963
Contingency @ 20%				\$569,719
Construction Subtotal				\$3,418,316
Bid Continency @ 10%				\$341,832
Estimated Construction Bid				\$3,760,148
Consulting Fees/Soft Costs (Based on Construction Subtotal)				\$512,747
<b>Total Phase 3 Estimate</b>				<b>\$4,272,895</b>

<b>PHASE 4 - NORTH EXTENSION</b>				
<b>Item</b>	<b>Unit Price</b>	<b>Unit</b>	<b>Quantity</b>	<b>Item total</b>
<b>Site Preparation</b>				
Construction Fencing & Erosion Control	\$7,500	Allowance	1	\$7,500
Vehicle Tracking Control	\$5,000	Allowance	1	\$5,000
Clear and Grub	\$5,000	Allowance	1	\$5,000
<b>Grading</b>				
Site Grading	\$5,000	Allowance	1	\$5,000
<b>Site Construction</b>				
New Asphalt	\$75,000	Allowance	1	\$75,000
Traffic Control Striping/Signage	\$5,000	Lump Sum	1	\$5,000
New Curb & Gutter	\$10,000	Allowance	1	\$10,000
New Concrete Walks	\$50,000	Allowance	1	\$50,000
New Soft Trails	\$10,000	Allowance	1	\$10,000
<b>Furnishings and Equipment</b>				
Miscellaneous Furnishings: Benches/ Tables/ Trash Receptacles/ Signs/ Drinking Fountains/ Bike Racks, etc.	\$5,000	Allowance	1	\$5,000
Lights/bollards	\$5,000	Allowance	1	\$5,000
<b>Landscaping</b>				
Shrub/perennial beds	\$5,000	Allowance	1	\$5,000
Trees	\$10,000	Allowance	1	\$10,000
Sub Total				\$197,500
Bonding, Mobilization, etc. @ 10%				\$19,750
Contingency @ 20%				\$43,450
Construction Subtotal				\$260,700
Bid Continency @ 10%				\$26,070
Estimated Construction Bid				\$286,770
Consulting Fees/Soft Costs (Based on Construction Subtotal)				\$39,105
<b>Total Phase 4 Estimate</b>				<b>\$325,875</b>

PHASE 5 - WEST SIDE				
Item	Unit Price	Unit	Quantity	Item total
<b>Site Preparation</b>				
Construction Fencing & Erosion Control	\$7,500	Allowance	1	\$7,500
Vehicle Tracking Control	\$5,000	Allowance	1	\$5,000
Clear and Grub	\$10,000	Allowance	1	\$10,000
<b>Grading</b>				
Site Grading	\$10,000	Allowance	1	\$10,000
<b>Site Construction</b>				
New Asphalt	\$75,000	Allowance	1	\$75,000
Traffic Control Striping/Signage	\$5,000	Lump Sum	1	\$5,000
New Curb & Gutter	\$10,000	Allowance	1	\$10,000
New Concrete Walks	\$75,000	Allowance	1	\$75,000
Plaza/Specialty Paving	\$10,000	Allowance	1	\$10,000
<b>Structures</b>				
Dumpster Enclosure	\$20,000	Lump Sum	1	\$20,000
New Restroom at West Parking Lot	\$350,000	Lump Sum	1	\$350,000
<b>Furnishings and Equipment</b>				
Miscellaneous Furnishings: Benches/ Tables/ Trash Receptacles/ Signs/ Drinking Fountains/ Bike Racks, etc.	\$5,000	Allowance	1	\$5,000
Lights/bollards	\$5,000	Allowance	1	\$5,000
Fences/Railings, etc. @ Top of Bluff	\$10,000	Allowance	1	\$10,000
<b>Landscaping</b>				
Shrub/perennial beds	\$10,000	Allowance	1	\$10,000
Trees	\$25,000	Allowance	1	\$25,000
Sub Total				\$632,500
Bonding, Mobilization, etc. @ 10%				\$63,250
Contingency @ 20%				\$139,150
Construction Subtotal				\$834,900
Bid Continency @ 10%				\$83,490
Estimated Construction Bid				\$918,390
Consulting Fees/Soft Costs (Based on Construction Subtotal)				\$83,490
<b>Total Phase 5 Estimate</b>				<b>\$1,001,880</b>

# NEXT STEPS



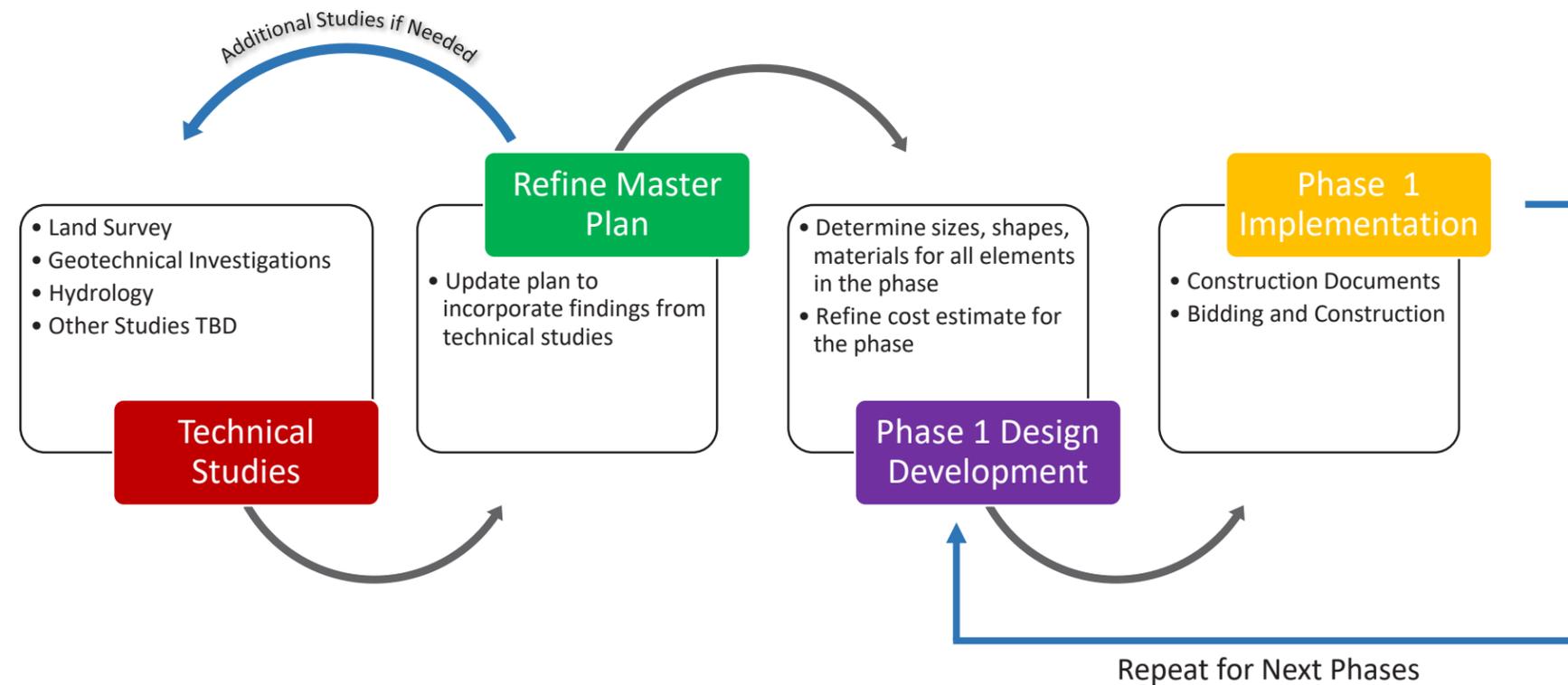


# NEXT STEPS

The plan presented here is a result of a public process to create a vision for Boones Ferry Park. The next step is to conduct technical studies that will allow for refinement of the plan and development of detailed designs. These include:

- A land survey of the site that will provide accurate topography and the locations of existing utilities, trees, and other features.
- A geotechnical study to determine structural needs for buildings, pathways, roads, and parking.
- A hydrologic study of the river to determine the feasibility and alternatives for providing docks, piers, or other river access features.

The overall master plan can be refined if needed to reflect the findings from these studies. Once that is completed, funding sources and options will be explored to implement the plan. It is anticipated that the plan will be implemented in phases as outlined in the previous section. Priority will be given to completing items identified by the public as most important, although in some cases opportunities may arise to complete other features sooner as part of some other project or because special-purpose funds are available for those features.



# APPENDIX A - ONLINE SURVEY RESULTS





# APPENDIX A - ONLINE SURVEY RESULTS

Boones Ferry Park Master Plan Survey - Concept 1: Engage the River

## Q1 What do you like about Concept 1: Engage the River?

Answered: 39 Skipped: 2

#	RESPONSES	DATE
1	Really think highlighting the river as a beautiful feature of our community / this park is critical for this development.	1/16/2018 10:46 AM
2	Northwest parking lot can be used as a turnaround for the end of Boones Ferry. Lookout points	1/15/2018 7:04 PM
3	The interaction with the river is the most appealing part of the plan; the length of the park runs along the Willamette, so it would give the park a unique quality if it had several diverse ways of viewing the river, which is so central to Wilsonville. My favorite aspect is the river overlook and docks - and besides the river, the outdoor classroom and nature play looks like a great idea for our schools.	1/10/2018 8:48 AM
4	I like the developed river access and water equipment rentals. The drop-off area is a good idea.	1/9/2018 10:03 PM
5	Wilsonville has limited access to the river with only one public dock. "Engage the River" not only gives us beautiful views but a way to actually be 'on' the river! I love this concept.	1/8/2018 4:48 PM
6	Lots of river access. Nature play area close to Magnolia Ave, feels more like a community playground for the neighborhood.	1/4/2018 5:06 PM
7	Dog parks	1/4/2018 9:47 AM
8	This is my least favorite concept. I prefer 3 then 2 and lastly 1.	1/3/2018 11:50 AM
9	Public parking and the river overlook	1/2/2018 6:43 PM
10	It has a dog park. It has a dock.	1/2/2018 6:28 PM
11	Love the play area ideas, activating water edge, and recreational destinations.	1/2/2018 2:02 PM
12	I do not like this.	1/2/2018 1:34 PM
13	Like river part.	12/31/2017 4:12 PM
14	Create recreational destinations and river overlook along the riverside	12/31/2017 2:05 PM
15	Like ideas but not placement	12/30/2017 12:01 PM
16	Ensuring there will be a basketball court. The natures play areas. Good walking paths, but would be better if a loop could be made. River overlooks. Picnic areas. Good idea not to move bathrooms.	12/29/2017 5:03 PM
17	Community garden placement. That your not trying to cram so much into the available spaces. That your diverse activities i.e. dog park are located away from the long time Boone's ferry st residents which you don't give a crap about. Dog park location if you have to have one.	12/28/2017 12:54 PM
18	The focus on the river - multiple overlooks, floating docks & river rentals. I also like the community garden being at the main entry & where the dog park is located in this plan. This plan is by far my favorite of the 3.	12/28/2017 9:23 AM
19	Seems to be the most natural enhancement of the current park area without radically altering the overall ambiance and preserving its historic character while adding amenities for community access, family activities, and events. We like the location of the community garden on the northwestern part next to the rails and the dog park in the northeastern part as a compatible landscape extension next to the treatment plant and away from those core uses.	12/26/2017 11:12 PM
20	The river is a unique asset. It would be a waste not to maximize public access and visibility. Dog parks are a good idea as higher density has not seemed to diminish peoples desire for pets.	12/24/2017 9:11 AM
21	trails throughout including the north area	12/23/2017 6:00 PM
22	I like this plan the best.	12/21/2017 3:51 PM
23	Seems workable and functional.	12/19/2017 8:14 PM

Boones Ferry Park Master Plan Survey - Concept 1: Engage the River

24	Best of the three. Preserves most of the trees, better than the other two plans, as far as I can tell. Doesn't waste money by moving existing features senselessly.	12/12/2017 6:37 PM
25	I like this concept the best because it offers the most access to the very underutilized river	12/11/2017 9:57 AM
26	I am a 'water person' and want to have as much access to the river as possible.	12/8/2017 5:24 PM
27	I like the simplicity of it. This is my vote.	12/7/2017 10:16 PM
28	The floating docks are nice.	12/7/2017 2:24 PM
29	A safe place to ride a bike.	12/6/2017 9:06 PM
30	Love,love love the inclusion of the river in so many ways with so many options regardless of your abilities! It really seems to include so many options for usage by all age groups and families.	12/6/2017 10:52 AM
31	I like the floating docks and the river overlook, as well as the nature play.	12/5/2017 8:46 AM
32	great to have river access	12/5/2017 7:50 AM
33	This is the best option, it sounds like a place one can spend the entire day with family and friends!	12/2/2017 9:50 PM
34	Location of community garden Like that you are protecting the existing orchard and not putting a lot of activities in the western most plot of park. If activities must be added to the western most plot of park, they should be quiet activities so that they do not negatively impact the neighbors who live adjacent to this open space. Butterfly garden and a community garden in the western most part of the park is far preferable to the neighborhood than a bike pump track or dog park. Like that there is no bike pump track. That amenity seems highly special interest. Noting the character of the mostly boys who use the skate park at Memorial park, this type of amenity brings unsupervised teenage boys who smoke, are profane and leave garbage all over the place.	12/2/2017 12:15 PM
35	All fun River activities so close to home! Love this concept with more dock access and river rentals. Maybe add a water feature too do young families?	12/2/2017 10:06 AM
36	The simple fact of having river access is a must. There also needs to be more and better parking for sure.	12/2/2017 8:28 AM
37	LOVE the Community Garden and the Nature Play / Outdoor Classroom area, the preserved wooded area, and the bee and butterfly garden. Also like the idea of a mini-amphitheater near the house. This is my favorite of the three concepts.	12/2/2017 12:04 AM
38	Trail connection from the path that goes underneath the i5 bridge all the way to the community garden across Boones Ferry RD.	12/1/2017 5:07 PM
39	I love engaging the river. We are along the river with such little access. I also like that variety of enhancements in this plan. There seems to be something for everyone incorporated.	12/1/2017 4:34 PM



Boones Ferry Park Master Plan Survey - Concept 1: Engage the River

Q2 What do you dislike about Concept 1: Engage the River?

Answered: 33 Skipped: 8

#	RESPONSES	DATE
1	no walk path connecting to Fir St. drop-off point Overall underdeveloped	1/15/2018 7:04 PM
2	Nothing I particularly dislike about this one.	1/10/2018 8:48 AM
3	No dog park in this concept. I feel like dog parks are a well used asset in our community.	1/9/2018 10:03 PM
4	No water feature. Less walking trails.	1/4/2018 5:06 PM
5	No bike pump track	1/4/2018 9:47 AM
6	-It doesn't include a bike pump track, which I think would be a beneficial addition to the City's parks system. -The community garden, I think it's current location near Rose Ln is a more conducive location as it offers more room for expansion. I also feel the space in Boones Ferry park should be used for recreation and not a garden.	1/3/2018 11:50 AM
7	The extended access to the river. This is a steep bank and i would like to see it maintained. I'm good with improving the current river access at the end of Boones Ferry road.	1/2/2018 6:43 PM
8	No Kayak access. Would prefer the dog park and the restroom moved to the west side.	1/2/2018 6:28 PM
9	There's a great deal of added development for a park that is "off the beaten path" at a dead end road; it is excessive for a neighborhood park serving Old Town residents. This should not be developed as a "destination". Areas furthest from residential area (ie: the East edge of the Park) are most susceptible to illicit or illegal behavior, homeless camps, vandalism, or other undesirable activities. All enhanced activity in this area should be near the road and have open sightlines to rest of Park, and street.	1/2/2018 3:33 PM
10	The location of the dog park	1/2/2018 1:36 PM
11	No dog park	1/2/2018 1:34 PM
12	Dislike the rest of it.	12/31/2017 4:12 PM
13	Make the park bike and pedestrian friendly	12/31/2017 2:05 PM
14	Do not like dog park on other side of free way nor extra Parking. It's already a traffic nightmare to live here and is detrimental to our home values and way of life.	12/30/2017 12:01 PM
15	I like the idea, but not sure if it is the best place to rent kayaks etc, there is lots of boat activity on nice days. Not sure an additional parking lot is needed on the west side, the added street parking should be enough,	12/29/2017 5:03 PM
16	No additional parking West Boone's Ferry. Keep existing parking on Boone's Ferry. There is already a dog park in Wilsonville which is located in a much bigger park. Why don't you expand that dog park? If your going to have more dog parks you have to enforce the rules and stop all the off leash activity I see in Memorial Park.	12/28/2017 12:54 PM
17	That there is not a water play feature. The butterfly/bee habitat seems lacking.	12/28/2017 9:23 AM
18	The north wooded area can be further developed along the lines in Concept 3.	12/26/2017 11:12 PM
19	lacks adult exercise equipment	12/23/2017 6:00 PM
20	Does not appear to improve bikeability.	12/19/2017 8:14 PM
21	The dog park. I love dogs, but there doesn't have to be a designated dog park in this park. It's not really large enough to accommodate it. I think it's nicer to have more undeveloped area with trees.	12/12/2017 6:37 PM
22	I think it could have even more river access	12/11/2017 9:57 AM
23	I don't have kids, so have no interest in expanding 'space for families'... however, doing that has high interest for many - so that is not really a 'dislike'.	12/8/2017 5:24 PM

Boones Ferry Park Master Plan Survey - Concept 1: Engage the River

24	Please add a spot for skating. Does not need to be a full size skate park, just some some small concrete features: stairs, ramp, half-pipe. See the Spohn Ranch Website for examples of Skate Spots and Skate-able Art. <a href="https://www.spohnranch.com/">https://www.spohnranch.com/</a> PS On design #2, I already replied and can't reopen it, but I now notice it did not have a floating dock.	12/7/2017 2:24 PM
25	Subsidized free car parking. No identified bicycle parking.	12/6/2017 9:06 PM
26	We live on the street leading into Memorial Park. We walk our dog to the loop around the park regularly. The current dog park there takes up a lot of the available parking, often forcing sports attendees and others to park on the grass or illegally and the large dog park included in the new plan does not take into account the very large numbers of vehicles that drive their dogs to the park. The bigger the dog park, the more parking you will need and the new space only shows 15 spaces and that is to be shared by people wanting to access the river for walks, picnics, fishing/kayaking, play areas... There is already a large dog park at Memorial. Perhaps the dog park elsewhere in the community's West side would be more reasonable, i.e. Grahams Oaks Nature Park for instance. There would then be a large dog park on both sides of town that way without taking up the limited parking area. We could still walk our dogs along the trails to use the park. Just add Doggy Pick-up bags. As an artist I would also like to see local artwork included, paintings in buildings, murals on the underpass, sculpture along trails etc.	12/6/2017 10:52 AM
27	No bike pump track	12/5/2017 8:46 AM
28	NA	12/2/2017 9:50 PM
29	Strongly dislike where new parking is located parallel to Boones Ferry Road. That open space should remain natural and not be turned into a parking lot. The neighborhood deserves this. Old Town has already lost the majority of its natural/park like open space. Add parking near the already existing parking lot if absolutely necessary and use street parking. Turning the park into a parking lot is short sighted and an offense to the neighborhood and home owners who have lived next to this green space for decades. Don't believe an amphitheater is needed. There is already an amphitheater at the McMenamins just down the road. There is too much going on, too many new amenities. Leave the park simple and natural. At the end of the day, this is a small park, at the end of a dead end road. There is limited parking and limited space. Inviting the entire region down here with all these activities could turn into a real nightmare for the neighborhood with increased crime, noise, and garbage. Keep it small. Keep it natural. Keep every tree possible. This is not a zoo and you shouldn't turn it into one. French Prairie Bridge Alignment 1 and 2 are an affront to the neighborhood.	12/2/2017 12:15 PM
30	The lack of a water fountain for kids	12/2/2017 10:06 AM
31	Extending the play area to the wooded area, unless that means play fields.	12/2/2017 8:28 AM
32	Not sure about the dog park placement.	12/2/2017 12:04 AM
33	The future connection on the lower left side of the picture it would of been better if we knew what are the city plans for the other side of train tracks.	12/1/2017 5:07 PM



Boones Ferry Park Master Plan Survey - Concept 2: Historical Focus

Q1 What do you like about Concept 2: Historical Focus?

Answered: 30 Skipped: 2

#	RESPONSES	DATE
1	The Tauchman House display approach highlights the history of Wilsonville.	1/16/2018 10:56 AM
2	The key part of this design is the northwest parking lot. This layout would work well as a traffic circle to end Boones Ferry Rd. I like play creek. These get use.	1/15/2018 6:48 PM
3	I like the Play Creek idea and that the existing orchard is preserved. I think the bike pump track is a great idea to give people something fun and active to do. New restrooms instead of just one single restroom will probably be appreciated. Having the picnic area not close to the water sewage plant is a good idea as well. I think having the bike park and the community garden in these locations make sense.	1/9/2018 10:18 PM
4	Love the bike trails. Love the open lawn. I like the preserved wooden area. Good location for dog park.	1/4/2018 7:48 PM
5	Trails	1/4/2018 5:09 PM
6	Dog parks and bike pump track	1/4/2018 9:48 AM
7	-The bike pump track is WONDERFUL! I am very pleased to see it a feature of two of the concept designs. Cycling is a great lifetime fitness activity and pump tracks are a great way to cultivate an interest in cycling with kids. That said, I think the track design in concept 3 is superior.	1/3/2018 11:52 AM
8	In particular I like the basketball court and public parking. I would like to see pickle ball/tennis courts as well.	1/2/2018 6:46 PM
9	Not much. I wouldn't use it.	1/2/2018 6:31 PM
10	Dog Park and trails	1/2/2018 1:35 PM
11	This one is better.	12/31/2017 4:13 PM
12	Restrict vehicle street parking and drop-off area along main access	12/31/2017 2:08 PM
13	Dog park close to Boones Ferry road, keeping orchard in tact, river access, keeping historical aspects in line with Old Town charm.	12/30/2017 11:59 AM
14	picnic areas, dog park is better on the west side, big nature play area, walking trails	12/29/2017 5:09 PM
15	River assess ok. Again I ask why your cramming so much into this area that is so disruptive to the neighborhood when you have that huge memorial park you can add to i.e. expand that dog park.	12/28/2017 12:58 PM
16	The play creek looks interesting	12/28/2017 9:27 AM
17	Virtually nothing that is not as well or better provided for in Concept 1.	12/26/2017 11:07 PM
18	I don't like this plan.	12/24/2017 9:14 AM
19	Full of activities	12/23/2017 6:04 PM
20	I like the idea of enhancing Tauchman house and developing the east side with diverse activities.	12/21/2017 3:46 PM
21	Generally, OK	12/19/2017 8:16 PM
22	This is my least favorite concept.	12/11/2017 9:59 AM
23	Active area's. Also add spots for skateboarding (not a skate park) but smaller, inexpensive concrete stairs, rails, small ramps.	12/7/2017 2:03 PM
24	A safe place to ride a bike or skateboard.	12/6/2017 9:07 PM
25	Like the bike trials and play creek.	12/5/2017 4:59 PM
26	Play creek, nature play, protecting orchard	12/5/2017 8:47 AM

Boones Ferry Park Master Plan Survey - Concept 2: Historical Focus

27	Like the preservation of the wooded area in the center northern most tract of park land. Like that there are fewer new amenities, like that the park is being left in its more natural state. Like the on-street parking.	12/2/2017 12:15 PM
28	The defragmentation of the lawn area to make it more suitable for play. Enhancing the Tauchman house. It's lovely and been there forever and should be enhanced and a focal point.	12/2/2017 8:30 AM
29	I really like the play creek. The shelter/picnic area would also be a nice addition.	12/2/2017 12:11 AM
30	Separates small and big dogs as far away as possible. Bike track a great addition. Only suggestion add more trees or a good fence where teenagers wont cut through the path that goes underneath the i5 bridge into the bike track.	12/1/2017 5:05 PM



Boones Ferry Park Master Plan Survey - Concept 2: Historical Focus

Q2 What do you dislike about Concept 2: Historical Focus?

Answered: 30 Skipped: 2

#	RESPONSES	DATE
1	Does not include river use/access which should be a major highlight.	1/16/2018 10:56 AM
2	The north end of the park needs to be cleaned and trimmed up. It currently has multiple transient camps. Safe walkways need to connect to Magnolia and Fir streets. I would like to see the basketball court covered. The area where the basketball court was vacated could be enlarged where a soccer ball could be kicked or a football, baseball or Frisbee thrown...	1/15/2018 6:48 PM
3	There is no water equipment rentals which are a great thing in Tualatin and I think our community would enjoy and benefit from. There looks to be no trail through the Preserved Wooded Area which there is on the other 2 plans. If you are going to have woods it would be nice to be able to walk through them. A lack of water equipment rentals is the biggest downfall of this concept, otherwise it seem like a very good plan.	1/9/2018 10:18 PM
4	Needs more access to the river and equipment rentals.	1/4/2018 7:48 PM
5	Seems like very minimal changes and I do not feel like it would be very utilized pretty much the same as it is now. No river access... we should always be taking advantage of all the river access possible. To many people misuse the river down there as it is and are not being respectful of the environment.	1/4/2018 5:09 PM
6	No canoe rental.	1/4/2018 9:48 AM
7	- I would like to see an access trail from SW Magnolia Ave so users could avoid walking along Boones Ferry Rd. - Too much space is allocated for the dog parks.	1/3/2018 11:52 AM
8	not a fan of the bike pump track. too age specific. put in something all ages can enjoy such as tennis/pickle ball.	1/2/2018 6:46 PM
9	No dog park. The river access looks like what is there now, essentially non existent, unless this plan includes a new concrete ramp that it doesn't show.	1/2/2018 6:31 PM
10	There's a great deal of added development for a park that is "off the beaten path" at a dead end road; it is excessive for a neighborhood park serving Old Town residents. This should not be developed as a "destination". Areas furthest from residential area (ie: the East edge of the Park) are most susceptible to illicit or illegal behavior, homeless camps, vandalism, or other undesirable activities. All enhanced activity in this area should be near the road and have open sightlines to rest of Park, and street.	1/2/2018 3:33 PM
11	not enough trails.	1/2/2018 1:35 PM
12	Not creating a bike friendly park	12/31/2017 2:08 PM
13	N/a	12/30/2017 11:59 AM
14	Not sure that much more parking is needed? Not really using the wooded area to the north.	12/29/2017 5:09 PM
15	No dog park on Boones Ferry. No bike bump track.	12/28/2017 12:58 PM
16	The bike pump track, the dog park location, the lack of floating docks & river rentals.	12/28/2017 9:27 AM
17	Too much prime landscape reserved for dog parks and bike track, neither of which relate to the special historical character and river location of the park. The bike track especially is a misuse of this park as it would have limited appeal to the city's citizens and as a facility should be located in a less sensitive location. Boone's Ferry Park must be regarded as a city treasure and developed for what is not replicable elsewhere in the city.	12/26/2017 11:07 PM
18	The bike pump track seems like too narrow of use focus. Doesn't make sense for a sufficient percentage of the population. Not enough leverage of river.	12/24/2017 9:14 AM
19	It is a city park and there should be access to the north area. Is there a place for non motorized boat access?	12/23/2017 6:04 PM

Boones Ferry Park Master Plan Survey - Concept 2: Historical Focus

20	the water front is not developed to include a floating dock. It seems like an excessive expense to relocate existing services.	12/21/2017 3:46 PM
21	Restriction of parking. A city park needs to accommodate enough parking to allow more than the neighbors to use it. They can walk anyway.	12/19/2017 8:16 PM
22	Wastes money by moving an existing parking area and rebuilding it elsewhere. Also wastes money by moving the basketball court and restrooms a few feet from where they are now. No reason to create open lawn spaces, all trees should be preserved as they are.	12/12/2017 6:29 PM
23	No river access. There are other parks that could have the diverse activities where there are only a few parks that have the potential for river access. You should develop based on the uniqueness of this park	12/11/2017 9:59 AM
24	Too much free car parking.	12/6/2017 9:07 PM
25	The open lawn area is sloped right now, makes it hard to play on.	12/5/2017 4:59 PM
26	No floating docks	12/5/2017 8:47 AM
27	Strongly dislike where new parking is located parallel to Boones Ferry Road. That open space should remain natural and not be turned into a parking lot. The neighborhood deserves this. Old Town has already lost the majority of its natural/park like open space. Add parking near the already existing parking lot if absolutely necessary and use street parking. Turning the park into a parking lot is short sighted and an offense to the neighborhood and home owners who have lived next to this green space for decades. Like the dog park down in the old trailer park area better. Dog park will bring a lot of people and would prefer they are as far away from the neighborhood and homes as possible. The bike pump track seems highly special interest. Noting the character of the mostly boys who use the skate park at Memorial park, this type of amenity brings unsupervised teenage boys who smoke, are profane and leave garbage all over the place. Putting them down in the old trailer court is preferable to near the neighborhood, but unsupervised teenage boys in this remote location seems like a bad idea, too. At the end of the day, this is a small park, at the end of a dead end road. There is limited parking and limited space. Inviting the entire region down here with all these activities could turn into a real nightmare for the neighborhood with increased crime, noise, and garbage. Keep it small. Keep it natural. Keep every tree possible. This is not a zoo and you shouldn't turn it into one. French Prairie Bridge Alignment 1 and 2 are an affront to the neighborhood.	12/2/2017 12:15 PM
28	Parking may be a concern with this plan.	12/2/2017 8:30 AM
29	This is my least favorite concept. I don't like the "bike pump track". I don't think it's a good use of space as it takes up a big chunk of the park and will be utilized by only a very small section of the population. I also don't like the restrooms being moved so far away from the house and the green area. And there aren't as many playground areas in this concept as in the others.	12/2/2017 12:11 AM
30	can't see anything i don't like	12/1/2017 5:05 PM



Boones Ferry Park Master Plan Survey - Concept 3: Activated Park

Q1 What do you like about Concept 3: Activated Park?

Answered: 42 Skipped: 2

#	RESPONSES	DATE
1	I like the parking areas to spread out the traffic and the dog park is away from the freeway and the trails. I also like the water feature which makes it very family friendly.	1/15/2018 9:29 PM
2	full development of river frontage especially the ada paths to the dock. this would be the most used feature of all presented. Development of the north end and paths to magnolia st	1/15/2018 6:10 PM
3	The water equipment rental is an excellent idea!	1/14/2018 3:53 PM
4	We love that it has a bike pump track next to the dog part, access to the river with a dock and two river overlook areas, handicap parking close to the river, a community garden, and three wooded wildlife areas. You get the most out of this plan. There is so much for kids and parents to do together, and older kids can ride their bikes while parents watch the dogs at the dog park. The community garden is perfect, and the kids area with water play is next to other activities that the older kids can participate in, so the whole family can have fun in the same location. The on-street parking is good because it frees up more space for the dog park and bike trail. Overall, Concept 3 is the nicest, most functional plan.	1/14/2018 2:44 PM
5	This is probably the nicest blend of community improvements and environmental engagement, both for the river and wooded areas. The more modest river overlooks and dock, outdoor fitness, dog parks, and the centralized play/recreation area in the middle are reminiscent of Memorial Park and would blend the two parks well, especially with their new connection.	1/10/2018 8:54 AM
6	I like the idea of pedestrian/bike network along the waters edge. Definitely the water equipment rental is a great idea.	1/9/2018 10:24 PM
7	Love this design so much! I would love a bike park and river access with Equipment rentals. I like the play equipment being close to the basketball and lawn. I don't have a dog, but I like the location of the dog park.. I love having a river overlook trail.	1/4/2018 7:46 PM
8	I really enjoy the layout on this one. Glad to see a water feature to safely enjoy with your kids. HAPPY TO SEE DOG PARKS IN ALL THE CONCEPTS, WOHOHO! Sorry, I didn't mean to yell, I'm just really happy to have another dog park closer to this side of town :) Also think that the equipment rentals is a fantastic idea.	1/4/2018 5:16 PM
9	I like everything. Best of 3 concepts.	1/4/2018 9:49 AM
10	-The bike pump track is WONDERFUL! I am very pleased to see it a feature of two of the concept designs. Cycling is a great lifetime fitness activity and pump tracks are a great way to cultivate an interest in cycling with kids. -The path from SW Magnolia Ave is a nice addition as it provides access to the park without using Boones Ferry Road. -The water play feature is a nice addition. - The various river overlooks are also welcomed.	1/3/2018 11:53 AM
11	parking and picnic area. Like the idea of the community garden and walking path along the river edge of the park.	1/2/2018 6:50 PM
12	dog park, play areas, river access	1/2/2018 6:35 PM
13	BY far the best of the 3. I like the area for the dog park better than Concept 1 I like that in addition to the floating dock there is a boat ramp. (You cant get in and out of a kayak from a floating dock) I like the arrangements of the play areas. I like the outdoor fitness area	1/2/2018 6:23 PM
14	Love the variety of play areas.	1/2/2018 2:01 PM
15	Love the new event space, and DOG PARK!! yea!!!	1/2/2018 1:36 PM
16	Nothing	12/31/2017 4:24 PM
17	I like this one.	12/31/2017 4:13 PM
18	Develop water edge and create pedestrian/bike network along edge	12/31/2017 2:06 PM
19	Dog park and pump track in the West side	12/31/2017 12:26 PM

Boones Ferry Park Master Plan Survey - Concept 3: Activated Park

20	Outdoor fitness center (exercised at a calisthenics park in Salzburg Austria along the river last summer and it was really cool), play equipment, on street parking vs additional lot	12/29/2017 5:18 PM
21	keeping existing parking, trees ect. on boones ferry rd.	12/28/2017 1:00 PM
22	The water play addition to the play area	12/28/2017 9:31 AM
23	The best feature of this concept is the development of the northern wooded area, which the other concepts mostly ignore. We don't see any reason this treatment couldn't be applied to the first concept.	12/26/2017 11:07 PM
24	I love the access to walk and bike ride along the river	12/26/2017 5:53 PM
25	retains river access/leverage	12/24/2017 9:18 AM
26	My favorite. It has kayak rental and fitness area. There is access to the north area.	12/23/2017 6:07 PM
27	This seems like an expanded concept # 1 plan. Whether or not it's a good plan depends on the cost.	12/21/2017 3:51 PM
28	OK plan	12/19/2017 8:17 PM
29	although limited, it does offer river access and trail along the edge. I like the idea of event space and dog park as well.	12/11/2017 10:00 AM
30	Active area's. Also add spots for skateboarding (not a skate park) but smaller, inexpensive concrete stairs, rails, small ramps.	12/7/2017 2:04 PM
31	I like the bike pump track and the bike path along the river.	12/6/2017 9:08 PM
32	Seems least disruptive to the area. Although I don't care for the vague term "activate" areas - would hope they would be sensitive to existing areas/minimize development-destruction.	12/5/2017 8:30 PM
33	The bike track would be a first for the city, great idea. Wide variety of potential activities.	12/5/2017 4:43 PM
34	Outdoor classroom, floating docks	12/5/2017 8:47 AM
35	a walking trail along the river would be nice, however it looks rather short.	12/5/2017 7:52 AM
36	Development along river's edge is a great addition!	12/2/2017 6:54 PM
37	It is the only concept that doesn't have new parking parallel to Boones Ferry in the NW most plot of the park. The neighborhood strongly rejects adding a parking lot there. Like the preservation of the wooded area in the center northern most tract of park land.	12/2/2017 12:15 PM
38	Dog park, event space, river access... all fantastic things	12/2/2017 8:31 AM
39	I like that there is a Community Garden and the Bee and Butterfly area.	12/2/2017 12:19 AM
40	Water equipment rental, dog park	12/2/2017 12:06 AM
41	keeps a lot or most of the trees in place and not a lot of cutting down of trees	12/1/2017 5:09 PM
42	Everything! Love the river walk idea	12/1/2017 4:18 PM



Boones Ferry Park Master Plan Survey - Concept 3: Activated Park

Q2 What do you dislike about Concept 3: Activated Park?

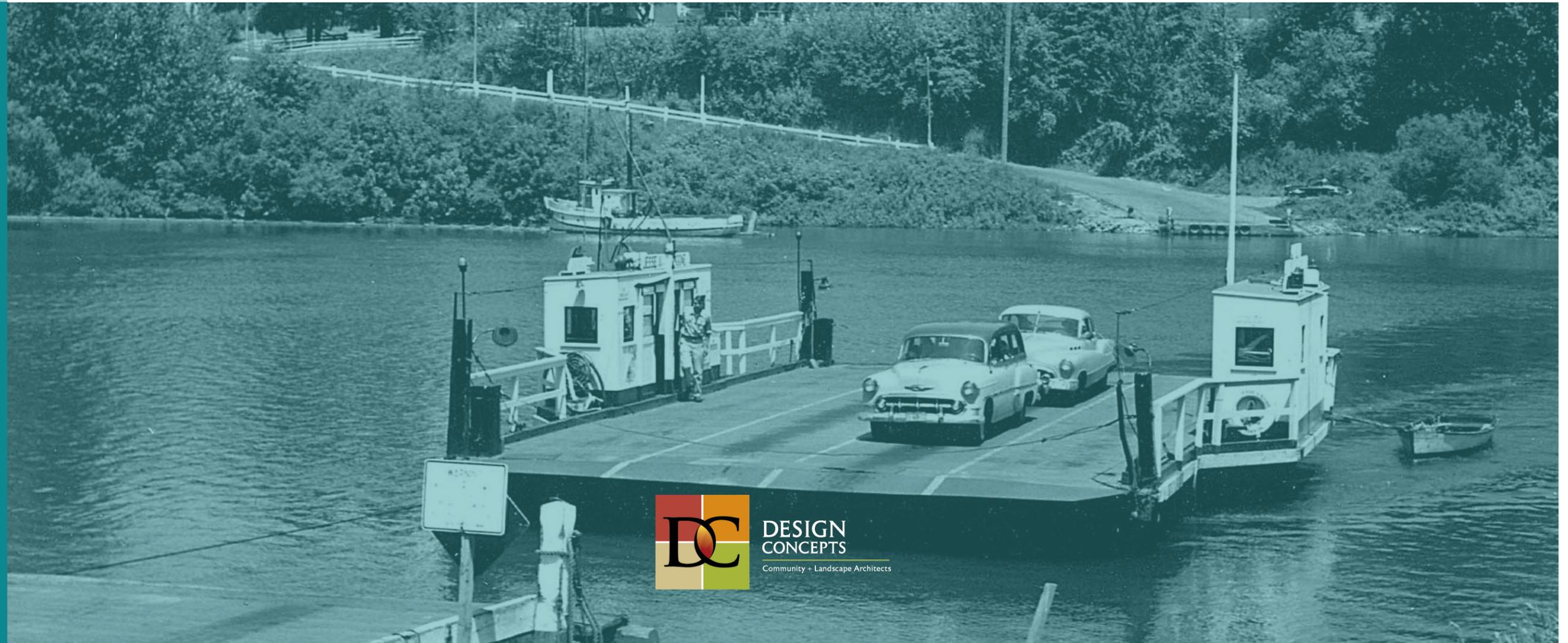
Answered: 37 Skipped: 7

#	RESPONSES	DATE
1	Nothing	1/15/2018 9:29 PM
2	no walk path around bike track. no access to fir st. besides the shoreline the rest of the plan seems underdeveloped in general logistics of kayak rentals	1/15/2018 6:10 PM
3	Nothing. Love it all!	1/14/2018 3:53 PM
4	Nothing. It has no drawbacks.	1/14/2018 2:44 PM
5	The bike pump track doesn't seem to be a huge community draw, but it is a much more integrated design than Concept 2.	1/10/2018 8:54 AM
6	There is no parking for the dog park that is close by. It seems like the bike pump trail and garden should be swapped.	1/9/2018 10:24 PM
7	Do people use outdoor fitness equipment? Honest question, because I don't see it used very often. Is there enough parking? We don't use the community garden, I am sure others would, but it isn't applicable to us. What does nature play mean? I would love a single awesome play area above a couple smaller play areas. That said, if nature play is truly engaging, that would be cool, too. These are exciting designs!!	1/4/2018 7:46 PM
8	I don't really know how much the exercise area will be used, but interested to see it if this is chosen. I wish there was more being done in the wooded area with the access off Magnolia. A playground or something would be great!	1/4/2018 5:16 PM
9	The community garden, I think it's current location near Rose Ln is a more conducive location as it offers more room for expansion. I also feel the space in Boones Ferry park should be used for recreation and not a garden.	1/3/2018 11:53 AM
10	again not a fan of the bike pump track. too age specific. Put in some tennis courts/pickle ball courts that all ages can enjoy or beef up/extend the frisbee golf course.	1/2/2018 6:50 PM
11	Adding to my previous comments. The restrooms should be more centrally located, or at both ends. It is currently shown a long way from the dog park and the primary play area.	1/2/2018 6:35 PM
12	I dont think the small dogs vs big dogs need to be separated. I go to the memorial park 2-3 days a week and have only seen the small dog park utilized a few times. Size shouldn't matter. I cant tell for sure, but there needs to be enough space near the bottom of the ramp to drop off a kayak and drive back up to park. It is far to far to carry one with that steep grade. Just a grassy area would be fine.	1/2/2018 6:23 PM
13	There's a great deal of added development for a park that is "off the beaten path" at a dead end road; it is excessive for a neighborhood park serving Old Town residents. This should not be developed as a "destination". Areas furthest from residential area (ie: the East edge of the Park) are most susceptible to illicit or illegal behavior, homeless camps, vandalism, or other undesirable activities. All enhanced activity in this area should be near the road and have open sightlines to rest of Park, and street.	1/2/2018 3:33 PM
14	No river play area.	1/2/2018 2:01 PM
15	Nothing	1/2/2018 1:36 PM
16	this would recent activity that should not be so close to where people live. I know some people near the park work nights and I'm sure they would not appreciate having a circus so close by.	12/31/2017 4:24 PM
17	Create a bike path along river that is connected to other bike paths in Wilsonville	12/31/2017 2:06 PM
18	Nothing	12/31/2017 12:26 PM
19	Would be nice to have a walking loop around the whole park.	12/29/2017 5:18 PM
20	Dog park location.	12/28/2017 1:00 PM

Boones Ferry Park Master Plan Survey - Concept 3: Activated Park

21	The location of the dog park & the bike pump path.	12/28/2017 9:31 AM
22	Too much of the park's area and best landscape is given to dog parks and community garden, which are limited uses that relate to neither the historical character of the area nor the special riverside location that are not duplicated elsewhere in the city and should be the focus of this Park. The dog parks and garden are more proportional and better located in Concept 1.	12/26/2017 11:07 PM
23	Bike pump track seems to be of limited use.	12/24/2017 9:18 AM
24	Needs on street parking. There is not enough parking spaces.	12/23/2017 6:07 PM
25	restricted parking	12/21/2017 3:51 PM
26	Don't restrict parking. This is a city park, not a neighborhood park.	12/19/2017 8:17 PM
27	The dog park is superfluous and unnecessary in a small park like this.	12/12/2017 6:42 PM
28	it could use more river access	12/11/2017 10:00 AM
29	Too much free, subsidized car parking.	12/6/2017 9:08 PM
30	Seems best of three evils - would prefer to leave it alone. This part of Wilsonville doesn't need 'development'	12/5/2017 8:30 PM
31	The trail that leads under I5 always felt very secluded and not very safe. I'm concerned the new trails will give that same sense of isolation.	12/5/2017 4:43 PM
32	nothing -- this plan looks the best!	12/2/2017 6:54 PM
33	Far too much going on. Prefer the park be left natural with not so many new activities. At the end of the day, this is a small park, at the end of a dead end road. There is limited parking and limited space. Inviting the entire region down here with all these activities could turn into a real nightmare for the neighborhood with increased crime, noise, and garbage. Keep it small. Keep it natural. Keep every tree possible. This is not a zoo and you shouldn't turn it into one. Like the dog park down in the old trailer park area better. Dog park will bring a lot of people and would prefer they are as far away from the neighborhood and homes as possible. The bike pump track seems highly special interest. Noting the character of the mostly boys who use the skate park at Memorial park, this type of amenity brings unsupervised teenage boys who smoke, are profane and leave garbage all over the place. Putting them down in the old trailer court is preferable to near the neighborhood, but unsupervised teenage boys in this remote location seems like a bad idea, as well. French Prairie Bridge Alignment 1 and 2 are an affront to the neighborhood.	12/2/2017 12:15 PM
34	Parking maybe a concern with this space.	12/2/2017 8:31 AM
35	Don't like the bike pump track - I don't think it's a good use of space. I also don't like that the parking near the dog park area is street parking only. I like the parking lots on the other concepts better. I'm not sure about the whole garden/play/picnic/shelter area in the middle of the open lawn. It looks like there's a lot crammed into that one little spot. I also hope that "extended building area" doesn't mean you plan on adding on to the historic house. That would be strange and wrong.	12/2/2017 12:19 AM
36	Would like addition of bee/ butterfly garden in concept 2	12/2/2017 12:06 AM
37	bike track is to close to the dog park, who knows if a dog might jump a fence or dogs be more aggressive seeing people on bikes going fast.	12/1/2017 5:09 PM





**DESIGN  
CONCEPTS**  
Community + Landscape Architects

## Boones Ferry Park Master Plan – Public Outreach

### First Public Meeting – Tuesday, September 5<sup>th</sup>, 2017 at Boones Ferry Park

- Postcard Notices – mailed to property owners & current residents (161 total), and business owners (14 total)
- [City of Wilsonville Media Release](#) – posted August 16, 2017. This news article was posted to the City’s website, emailed to e-notify subscribers, and appeared in the [September issue of the Boones Ferry Messenger](#).
- Flyer posted in City buildings (City Hall, Community Center, Library, Parks & Rec Admin Building)
- Article posted in Wilsonville Spokesman on August 30, 2017, titled “[Re-envisioning Boones Ferry Park](#)”
- A follow-up article was posted in the Wilsonville Spokesman on September 13, 2017, titled “[Old Town weighing in on Boones Ferry Park](#)”
- A Facebook event was created and shared on the Parks & Rec Facebook page.
- Total Event Attendance: 33 people

**Boones Ferry Park Master Plan Public Workshop**  
 Boones Ferry Park Tuesday, September 5, 2017  
 31240 SW Boones Ferry Rd 6:00–7:30 PM

The City of Wilsonville invites the public to attend a workshop to kick off the Boones Ferry Park Master Plan. The purpose of the master plan is to guide the future of the park to best meet the community’s current and future needs. The plan will encompass the existing park and highlighted City-owned parcels (see map).

Meet with project consultants and staff, learn more about the plan, and provide feedback. Refreshments will be served.

[WilsonvilleParksandRec.com/ParksPlan](http://WilsonvilleParksandRec.com/ParksPlan)

**Boones Ferry Park Master Plan Public Workshop**  
 Public · Hosted by Wilsonville Parks and Rec

Tuesday, September 5, 2017 at 6 PM - 7:30 PM  
 about 10 months ago

Boones Ferry  
 31240 SW Boones Ferry Rd, Wilsonville, Oregon 97070

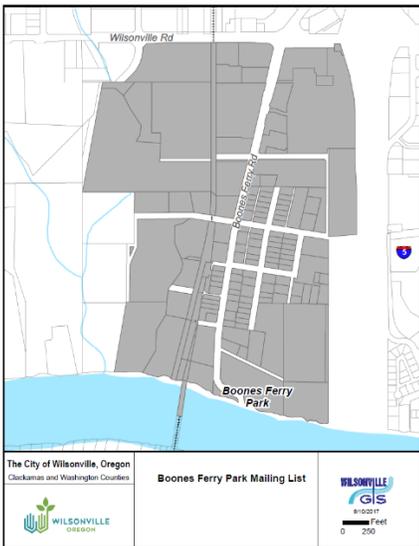
**1.5K** People Reached  
 +0 last 7 days

**39** Responses  
 +0 last 7 days

**3** Ticket Clicks  
 +0 last 7 days

**Women 35-44**  
 26% of total reach

13 Went · 26 Interested



**Wilsonville Parks and Recreation**

**Help Plan the Future of Boones Ferry Park**

This historic site is an important part of Wilsonville’s unique Willamette River shoreline. It has both wooded and open areas, and many park amenities. At the workshop, project consultants will present the proposed conceptual plans and participants will break out into groups to discuss and offer feedback.

Help determine how Wilsonville should make the most of this opportunity and make Boones Ferry Park an even greater gem for the community!

**Boones Ferry Park Master Plan Second Workshop**  
 Thursday, Oct. 26, 6:00-7:30 PM  
 Wilsonville City Hall  
 29799 SW Town Center Loop E

**Wilsonville Parks and Recreation**  
 24500 SW Park Place  
 Wilsonville, OR 97070  
 503-783-PLAY  
[WilsonvilleParksandRec.com](http://WilsonvilleParksandRec.com)

8 – The Boones Ferry Messenger September 2017

### Sept. 5 Community Kick-Off Event for Boones Ferry Park Master Plan

The City of Wilsonville is holding a community kick-off event to help plan the future of Boones Ferry Park on Tuesday, Sept. 5, 6 pm, at Boones Ferry Park, 31240 SW Boones Ferry Road. The City seeks community input regarding preferences for enhancing park and open-space amenities and increasing public access to the Willamette River through development of a new park master plan.

“We are excited to hear community members’ ideas on how the City should invest and manage Boones Ferry Park,” explained Parks and Recreation Director Mike McCarty.

The purpose of the Boones Ferry Park Master Plan project is to advise the City Council, Parks and Recreation Advisory Board, and City staff on how the park is currently functioning and to set the course for future use. Currently, the park is utilized for drop-in uses of the playground, an open-lawn area and basketball court.

The park is home to the Tauchman House, a popular historical location for City-sponsored programs and private rentals. The seven-acre park is located adjacent to four acres of forested waterfront property to the east acquired by the City in 2015, and to three undeveloped acres to the west between the railroad tracks and Boones Ferry Road and additional land to the north.

To help develop the plan the City hired GreenPlay, LLC, a national firm based in Colorado with extensive experience across the U.S. facilitating, researching and developing similar parks and recreation master plans.

For more information, contact Mike McCarty, Parks and Recreation Director, at 503-570-1579; [mccarty@ci.wilsonville.or.us](mailto:mccarty@ci.wilsonville.or.us). For more information about the Parks & Recreation Master Plan, visit [www.WilsonvilleParksandRec.com/ParksPlan](http://www.WilsonvilleParksandRec.com/ParksPlan).

**Second Public Meeting – Thursday, October 26, 2017 at Wilsonville City Hall**

- Postcard Notices – mailed to property owners & current residents (161 total), and business owners (14 total)
- [City of Wilsonville Media Release](#) – posted October 6, 2017. This news article was posted to the City’s website, emailed to e-notify subscribers, and appeared in the [October issue of the Boones Ferry Messenger](#).
- Flyer posted in City buildings (City Hall, Community Center, Library, Parks & Rec Admin Building)
- A follow-up article was posted in the Wilsonville Spokesman on November 3, 2017, titled [“Consultants present concept Boones Ferry Park designs”](#)
- A Facebook event was created and shared on the Parks & Rec Facebook page.
- Total Event Attendance: 15 people

**Oct. 26 Public Workshop for Boones Ferry Park**

Wilsonville Parks and Recreation Department is holding a second public workshop to help plan the future of Boones Ferry Park on Thursday, Oct. 26, 6 pm, at City Hall, 29799 SW Town Center Loop E. The City seeks community input regarding preferences for enhancing park and open-space amenities and increasing public access to the Willamette River through development of a new park master plan.

The Boones Ferry Park master plan kicked-off on Sept. 5 when more than 40 community members gathered in Boones Ferry Park and shared their ideas



for the future of the landscape architecture a for consultant GreenPlay from the first workshop. Participants then break-out into groups and discuss the plans, offering valuable feedback.

**Boones Ferry Park Master Plan Workshop**  
 • **Thur, Oct 26, 6-7:30 pm**  
 City Hall, 29799 SW Town Center Loop E

property to the east acquired by the City in 2015, and to three undeveloped acres to the west between the railroad tracks and Boones Ferry Road.

To help develop the plan the City hired GreenPlay, LLC, a national firm based in Colorado experienced in developing parks and recreation master plans.

For information, contact Mike McCarty, Parks and Recreation Director, at 503-570-1579; mccarty@ci.wilsonville.or.us. For more information about the Parks & Recreation Master Plan visit [www.WilsonvilleParksandRec.com/ParksPlan](http://www.WilsonvilleParksandRec.com/ParksPlan).

Online Public Survey – Open Dec. 1, 2017 through Jan. 15, 2018

- Postcard Notices – mailed to property owners & current residents (144 total), and business owners (14 total)
- [City of Wilsonville Media Release](#) – posted December 8, 2017. This news article was posted to the City’s website, emailed to e-notify subscribers, and an abbreviated article appeared in the [December issue of the Boones Ferry Messenger](#).
- Flyer posted in City buildings (City Hall, Community Center, Library, Parks & Rec Admin Building)
- Information was shared via social media on Facebook.
- Online survey was extended until January 15, 2018. A [City of Wilsonville Media Release](#) was posted on December 27, 2017, to the City’s website and emailed to e-notify subscribers. An article appeared in the [January issue of the Boones Ferry Messenger](#).
- Total number of Survey Responses: 211

## Share Your Feedback

### Boones Ferry Park Master Plan

Feedback accepted through December 31, 2017

The City of Wilsonville seeks public feedback through December as part of the master-planning process for Boones Ferry Park. Based on initial suggestions by community members, three conceptual plans have been developed with various elements. Online feedback is accepted through Dec. 31 at the project website listed below.

Community members are asked to share their feedback and preferences for development options, which include greater river access, preserving natural areas, a dog park, nature play and a number of other options.

[WilsonvilleParksandRec.com/BoonesFerry](http://WilsonvilleParksandRec.com/BoonesFerry)




### Public Input Sought by Dec 31 on Boones Ferry Park Concept Plans

The Parks and Recreation Department is welcoming public feedback as part of the master-planning process for Boones Ferry Park. Three conceptual plans have been developed and suggested as part of the process. Community members are asked to share their feedback and preferences for development options which include: greater river access, nature play, a dog park, wooded trail system and a number of other options. Feedback will be accepted until December 31 at [www.WilsonvilleParksandRec.com/BoonesFerry](http://www.WilsonvilleParksandRec.com/BoonesFerry)

Wilsonville Parks and Rec

Published by Ahsamon Wilsonville Parks [?] · December 28, 2017 ·

Deadline Extended! Three conceptual plans for the Boones Ferry Park Master Plan have been posted online. Community members are asked to share their feedback and preferences. Online feedback will be accepted until January 15.

To view the plans and complete the online surveys, visit [www.WilsonvilleParksandRec.com/BoonesFerry](http://www.WilsonvilleParksandRec.com/BoonesFerry)




171 people reached

Boost Post

Michelle Pelletier, Christine Boschiero and Tod Blankenship 1 Share

Like Comment Share

Wilsonville Parks and Rec

Help Plan the Future

The Parks and Recreation Department is welcoming public feedback as part of the Master Planning process for Boones Ferry Park.

Community members are asked to share their feedback on three conceptual plans and preferences for development, including: greater river access, nature play, a dog park, wooded trail system and a number of other options. Online feedback will be accepted until December 31st at:

[WilsonvilleParksandRec.com/BoonesFerry](http://WilsonvilleParksandRec.com/BoonesFerry)

Scan this code with your smart phone to be directed to the project webpage.

Wilsonville Parks and Rec  
29600 SW Park Place  
Wilsonville, OR 97070  
503-783-PLAY  
[WilsonvilleParksandRec.com](http://WilsonvilleParksandRec.com)

City of Wilsonville      January 2018      The Boones Ferry Messenger – 5

### Three Concepts Proposed for Willamette Riverfront Boones Ferry Park

City Seeks More Feedback on Proposals, Extends Public Input Timeline Until Jan. 15 with Online Survey

The Parks and Recreation Department is welcoming public feedback for an extended period through Jan. 15 as part of the master-planning process for Boones Ferry Park, which borders the Willamette River in Old Town Wilsonville. To review the concepts, visit [www.WilsonvilleParksandRec.com](http://www.WilsonvilleParksandRec.com).

Three conceptual plans have been developed with various elements, which include greater river access, nature play, a dog park, wooded trail system and a number of other options. The planning effort started in September when 40 residents gathered in Boones Ferry to share their ideas for the future of the park. The park is located in the Old Town neighborhood between the I-5 Boone Bridge and the Electric Line (now Portland & Ad Bridge). The existing seven-acre park is divided into three developed areas and three undeveloped areas to the north.

**CONCEPT 1 – ENGAGE THE RIVER**

Engage the River concept focuses on creating program spaces from the historical area, including street parking and cross walks at the river edge along the nature area and wooded areas with diverse activities like pump track, basketball and nature play.

**CONCEPT 2 – HISTORICAL FOCUS**

Historical Focus concept focuses on creating program spaces from the historical area, including street parking and drop-off areas, a dog park, and a display arboretum.

**CONCEPT 3 – ACTIVATED PARK**

Activated Park concept focuses on creating program spaces from the historical area, including street parking and drop-off areas, a dog park, and a display arboretum.







Historic Tauchman House at Boones Ferry Park.

**Final Public Meeting – Tuesday, June 5, 2018 at Boones Ferry Park**

- Postcard Notices – mailed to property owners & current residents & apartment dwellers (281 total), and business owners (14 total)
- [City of Wilsonville Media Release](#) – posted May 14, 2018. This news article was posted to the City’s website, emailed to e-notify subscribers, and appeared in the [May issue of the Boones Ferry Messenger](#) and the [June issue of the Boones Ferry Messenger](#).
- A follow-up article was posted in the Wilsonville Spokesman on June 13, 2018, titled [“Revealing vision for community park, bridge”](#)
- A Facebook event was created and shared on the Parks & Rec Facebook page.
- Total Event Attendance: 21 people

**Boones Ferry Park Master Plan Public Meeting**

Boones Ferry Park  
31240 SW Boones Ferry Rd

Tuesday, June 5<sup>th</sup>, 2018  
6:00 PM

The Parks & Recreation Department is hosting a public meeting at Boones Ferry Park on Tuesday, June 5<sup>th</sup>, at 6:00 pm. Project consultants will present the proposed draft of the Boones Ferry Park Master Plan and solicit final public input on the plan.

The plan is scheduled to be presented to the Planning Commission and City Council for consideration this summer.

For more information, please visit: [WilsonvilleParksandRec.com/BoonesFerry](http://WilsonvilleParksandRec.com/BoonesFerry)

**Boones Ferry Park Master Plan: Public Meeting Set for June 5**

Join Parks and Recreation staff on June 5, 6 pm, at Boones Ferry Park to discuss the Boones Ferry Park Master Plan. This meeting is the time to give input and feedback regarding park design, layout, and amenities. See page 8 for more details.

**Final Public Workshop - Boones Ferry Park Master Plan**

Public · Hosted by Wilsonville Parks and Rec

Tuesday, June 5 at 6 PM - 7:30 PM  
about 1 month ago

31240 SW Boones Ferry Rd, Wilsonville, OR 97070-9700, United States

664 People Reached  
+0 last 7 days

6 Responses  
+0 last 7 days

Track ticket sales on yo

Audience: **Women 35-44**  
29% of total reach

Help People Find Your Page's Events

English (US) · Español · Português (Brasil) · Français (France) · Deutsch

3 Went · 3 Interested



**Boones Ferry Park Master Plan Public Meeting Set for June 5**

The Parks and Recreation Department is hosting a public meeting at Boones Ferry Park on Tuesday, June 5, 6 pm, to solicit final public input on the Boones Ferry Park Master Plan, which develops a community vision for the park that best suits Wilsonville’s current and future needs.

**Boones Ferry Park Master Plan Meeting**  
Tue, June 5, 6 pm  
Boones Ferry Park

Informed by engagement with community stakeholders at two workshops and via online survey, the Boones Ferry Park Master Plan draft was developed with GreenPlay, LLC, a Colorado-based firm with extensive experience researching and developing master plans for parks throughout the United States.

The plan’s purpose is to advise City Council and Parks and Recreation staff how Boones Ferry Park

currently functions, and to guide future park improvements. Recommendations in the draft plan would enhance the park with new active amenities and improve its access to the Willamette River.

Currently, the seven-acre park in Wilsonville’s Old Town neighborhood includes a playground, an open lawn area and a basketball court. The park is also home to the Tauchman House, a popular location for City-sponsored programs and private rentals.

The master plan guides development of four acres of forested waterfront property to the east, three undeveloped acres to the west (between the railroad tracks and Boones Ferry Road) and three forested acres to the north. It also accounts for the possible installation of the French Prairie Bridge, which would provide pedestrians and cyclists passage over the Willamette River.



**Final Public Workshop - Boones Ferry Park Master Plan**

You like Wilsonville Parks and Rec

215 people reached

Alejandra Contreras, Brooke Fossati and Julie Lowery

Like Comment

**McCarty, Mike**

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**From:** T A <tavery159@gmail.com>  
**Sent:** Thursday, September 14, 2017 11:28 AM  
**To:** McCarty, Mike  
**Subject:** Boones Ferry Park

Good Morning, Mike,

I was one of the attendees at last weeks Boones Ferry Park session and was just reading the article in the Spokesman. The article seemed to barely touch on new and innovative ideas for adding to our park system and I would hate for people to disengage because the parks we have now are beautiful so no discussion is needed. I thought the whole point of the gathering was to add to not just repeat what already exists.

While I understand that everyone has a different level of use, it seemed that a lot of the ideas were redundant and called for more of the same of what we already have in Wilsonville.

This summer we had a number of opportunities to kayak and a few of those time it was here in the Willamette Valley. Unfortunately, the one and only time we "put in", in Wilsonville we found ourselves carrying our kayaks down from Tauchman House parking lot on a very steep driveway that use to lead to the Boones Ferry.

When we reached the bottom there were a few people using the only access to the water for fishing, little ones wading a couple of dogs chasing sticks and us...trying to get our kayaks down a steep drop-off to reach the water. The area was covered with broken concrete, re-bar, some trash and broken glass (because there actually are people trying to both fish and picnic on a 30 foot stretch of water, but there are no trash receptacles). It was dirty, dangerous and directly across from a private marina. Really quite embarrassing and disappointing for Wilsonvilles only river access for those who would rather be able to fish, swim, picnic or paddle.

We found ourselves and friends opting instead to go to West Linn (Willamette Park) and Canby (Hebb Park) to "put in" and "take out". We would stay in the community for dinner as a group and even had a couple of large Bar-b-q's with others because those sites provided clean and user friendly paddling, places for kids to play in the river and fish.

Wilsonville already has a community garden, a dog park, playgrounds and water features for little ones. Walking paths are an excellent use of the land for views and access to the river and can have little impact on the environment. They can also present spaces that might include the history of Wilsonville, art, exercise and the natural beauty of our community. Please don't overlook the connection to one of the most powerful and beautiful assets in Wilsonville or the opportunity to grow and expand the vision of the local parks and what they can offer to all of the residents.

The "**Explore Wilsonville**" website features images of the river and shows an image of a kayaker in the "Play and Explore" drop down tab. In that tab under recreation the guide to fishing and boating promotes the private Boones Ferry Marina and Boating Club that charges \$1000.00-2100.00 and \$500.00 to be wait listed. SERIOUSLY!???? It also promotes Canby, Champoeg and 50 other places in the Willamette Valley to fish. None of which are in Wilsonville (including Wilsonville Pond which is actually in Aurora).

According to REI's adventure journal the stretch of the (affectionately referred to as The Willy) Willamette River from Corvallis to Portland is the #1 rated thru-paddle of any kayaking adventure in

Boones Ferry Park Master Plan Public Comment

the lower 48 and in the Willamette River Guide we don't even appear on their map as one of only 19 cities it flows through.

I hope going forward the city can grow and enhance all of it's assets for the benefit of the residents and the wider community regardless of their economic or physical limitations.

Thank You. Toni Avery

### Boones Ferry Park Upgrades

Mike,

As you know I came late to the discussion. I want to thank you and Tod for meeting me last week and bringing me up to speed as to some of the topics discussed to this point and listening to my personal views and concerns.

I have already made several written comments but you brought up a couple things that I wanted to follow up on.

Of course there would be concerns of locals(myself being one of them) as to not only the added traffic getting to and from the park but also the increase of strangers in the neighborhood. And of course these concerns are legitimate.

Recently the City Council has voted to bring substantially more traffic through Old Town than any of the proposed Park Plans would produce. The improvements that come with the new traffic impacts deliver very very little gain to the Old Town community. I believe a nicely improved park would be a good way the City could mitigate the negative impacts of the 5th st Crossing.

Any new traffic heading to the Park would likely come at off-peak traffic hours so it would not add to congestion. And if there ended up being some extra traffic to the park that would imply we had a nice park that people wanted to drive to. This park is a very short walk to Old Town residence and some of the proposed elements would certainly be utilized by the locals and their guests.

Limiting parking for a popular destination WILL lead to improper unsafe parking and congestion.

My house would feel the brunt of this new traffic but I still believe the value of a well-developed park far exceeds the negatives of some new WELL-MANAGED traffic which would include targeted traffic law enforcement by the police.

The River and the City of course have a history and I believe the full development of the riverfront would celebrate this history. We should build something to be proud of. Somewhere people want to visit.

Just demand while they are visiting Old Town that they are respectful.

Thank you

Mark Britcliffe

**From:** [McCarty, Mike](#)  
**To:** [Ante-Marandi, Ahsamon](#)  
**Subject:** FW: Boones Ferry  
**Date:** Friday, January 26, 2018 9:48:22 AM  
**Attachments:** [boones ferry park.docx](#)

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**From:** mark [mailto:markebrit@yahoo.com]  
**Sent:** Monday, January 15, 2018 1:13 PM  
**To:** McCarty, Mike <mccarty@ci.wilsonville.or.us>  
**Subject:** Boones Ferry

Hi Mike,

Darla and I have a huge stake in Old Town. We have recently invested over a million dollars developing distressed lots.

I was hoping to talk to you more about earlier discussions concerning the park as I wasn't involved.

You must have missed my 10 messages...

I've attached a letter regarding the development of the park with some comments. Could you please put this in the public record

Looking forward to the next step.

Thanks

Mark Britcliffe

Sent from [Mail](#) for Windows 10

### Boones Ferry Park Expansion.

My name is Mark Britcliffe. My wife Darla and I live at 9155 sw 4th st in Old Town. We also own several rental units in Old Town with some on Boones Ferry Rd.

Darla and I both visit Boones Ferry Park regularly. We believe the Park is underused in general. We believe the Park should be developed to encourage outdoor activity especially incorporating the river.

Few communities have the opportunity to have a park fronting such a major and historic waterway. We believe the Park should be structured in a way that makes it possible for visitors to fully enjoy the river.

I have been in real-estate development since 1979 and I have always paid attention to the development and use of public parks. I believe that city parks in general should be designed with a broad range of uses available as to encourage a broad range of users. That being said I have noticed that invariably if there is not a commitment in the design to quality and scale of any specific feature that feature will be underused. Small(in scale) dog parks don't get used much, smaller bike tracks see little use after a short while, unchallenging playground elements quickly turn into "yard art". Whatever features are included in a final design should be substantial and memorable. Something someone would want to do again.

As I said Darla and I visit the Park regularly and we have also spent a great deal of time at the new large park in Sherwood. In regards to specific features. By far the most utilized feature in either of these parks is the walkways. Old Town has a scarce amount of safe walkways right now and there are no plans for any new ones. The new Park is a great place to mitigate this problem. If there is a dog park have a path around it if there is a bike track have a path around it if there is a ... have a path around it. For safety and comfort of use if any path is to accommodate both bicycles and pedestrians it should be wide enough and have well defined lanes. You would need to avoid the opportunity for a bicyclist to come from behind someone walking a dog on a lease on the same path.

The one single feature in all the plans that most impressed us was the ADA path down to a dock on the river and an ADA path up the other side. If that could be pulled off it would easily be the most used feature shown on any of the plans.

Substantial and challenging playground equipment is used regularly at the Sherwood Park.

The Large covered eating/seating area gets regular use in Sherwood. Parking close to a covered eating/seating area would be a key feature.

Basketball courts always get use. If the basketball court gets moved the area that is vacated could be expanded and used as a small soccer/multipurpose area. There is no flat grassed areas to speak of now and sloped grassed areas do not get much except in dog parks. I used the current basketball court all summer and by design it is very dirty. I blew the court with my commercial blower twice a week and it was still mostly dirty.

I think a covered court would have multiple uses and allow use of the park on more days. It would also work well in conjunction with a covered eating area.

The children's water feature gets use in the Sherwood Park as well as the one at the Korean War Memorial in Wilsonville which Darla and I also frequent.

We would be in favor of an expansion of the Tauchman House if the design was multifunctional and was intended to be used regularly by a range of citizens. Any expansion architecture should take full advantage of the views of the river and railroad trellis.

Adequate parking is essential however actual handicap parking on the path down to the river seems problematic. Not just the logistics of turning around for the legal parking but leaving the access open for any vehicle traffic will bring unwanted vehicle traffic as well.

We believe you should develop/access as much of the riverbank as possible. Most existing unhealthy foliage along the slope should be removed and replaced with more appropriate plantings. Plantings with concerns for better erosion control as well as leaving open river views at the lookout points and scenic paths.

The kayak rentals look good on paper and I hope it can work out but it would seem this would have to be managed remotely as I believe it would prove too costly, private or public, to have a person on-site for all the hours necessary for operation.

One plan shows traffic turn-around/drop-off point. I cannot see any situation where someone would need to be dropped off there. The drop-off point is adjacent to the parking lot.

A parking lot as you enter the park that could be used as a turn-around for the ending of Boones Ferry Rd or an actual traffic circle would be important for reducing illegal U-turns on Boones Ferry.

One of the dog parks could be placed on the existing sloped, grassed area

There is talk about leaving the northern most treed area "natural", as it is right now. Right now there are scattered transient camps hidden in the overgrowth. Last summer I discovered a cache of stolen items in one of the camps. I was told by Wilsonville Police they believe those items were from a rash of local burglaries. This area needs to be cleaned up and trimmed up for safety. There should be walking paths going through it connecting the neighborhood to the Park.

There is a similar problem on the south end of the Park with a well beaten path leading to a sleeping area under the railroad trellis. This area should be cleaned and trimmed up and the access blocked to the area under the trellis to discourage illegal activity.

There are a couple things left out of all 3 plans I would like to comment on. First, I would like to see a clear interface between the north end of the park and the Old Town neighborhood at the ends of Magnolia st and Fir st. with access by walking paths for both.

Also I would insist that traffic patterns, vehicle acceleration and speed on Boones Ferry Rd be in any conversation regarding a substantial increase of traffic through our residential neighborhood. I do not believe that park traffic will add to the congestion at Boones Ferry rd and Wilsonville rd as it will likely bring traffic during less congested traffic hours and days.

That being said, this traffic must be managed by design and a commitment to enforcement of traffic laws to mitigate its impacts.

Thank you

Mark and Darla

**From:** Ante-Marandi, Ahsamon  
**To:** ["Steven Van Wechel"](#)  
**Subject:** RE: Tauchmann House  
**Date:** Thursday, February 08, 2018 1:50:00 PM

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Thank you, Steve. I have forwarded your email to the project consultants and saved a copy for our project records.

Kindly,  
Ahsamon

**Ahsamon Ante-Marandi**  
*Administrative Assistant II*  
Wilsonville Parks and Recreation  
503.570.1530

*Disclosure Notice: Messages to and from this e-mail address may be subject to the Oregon Public Records Law.*

**From:** Steven Van Wechel [mailto:stevevw.55@gmail.com]  
**Sent:** Wednesday, February 07, 2018 4:43 PM  
**To:** McCarty, Mike <mccarty@ci.wilsonville.or.us>  
**Cc:** Ante-Marandi, Ahsamon <ante-marandi@ci.wilsonville.or.us>  
**Subject:** Tauchmann House

Greetings, Mike:

Just wanted to reconfirm with you the historical society's interest in the Tauchmann House. We mentioned it once several months ago when I came in and met with you, but in double checking/triple checking thought it was good to do it again so it doesn't get lost. At the Society's meeting today, Charlotte Leehan also wanted me to make sure the message was there due to the planning process going on for the park.

The Wilsonville Boones Ferry Historical Society wants to go officially on-record as being interested in eventually moving into the Tauchmann House and developing a historical/heritage center there based on the history connected with building and location by the ferry. To be forthright, it will indeed be a space of time before the Society can take this project on, but it needs to be recorded in the plans for the park.

If you have any questions, please feel free to contact me via return email, or my phone number is 503-682-5048.

THANKS, Mike!

STEVE VW

--

\_\_\_\_\_

Van Wechel

\_\_\_\_\_ Steve

**From:** [McCarty, Mike](#)  
**To:** [Ante-Marandi, Ahsamon](#)  
**Subject:** FW: park along the river  
**Date:** Friday, March 09, 2018 1:51:42 PM

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I already answered Mr. Thomas, can you put him on our list to contact for next meeting please.  
Thanks Mike

**From:** Louis Thomas [mailto:louis.thomas.1968@gmail.com]  
**Sent:** Friday, March 09, 2018 11:29 AM  
**To:** McCarty, Mike <mccarty@ci.wilsonville.or.us>  
**Subject:** park along the river

Mr. McCarthy,

I understand your team is in the planning stage for the park along the river and there are several options being proposed. This land is a great opportunity to add character and amenities to living in Wilsonville. Having water front access is a rare commodity and should be used to serve the entire city. I would love to see the following items in this space.

Access to the water for launching canoes, kayaks, and paddle boards! Along with appropriate parking to allow for loading and unloading of the equipment should be a priority. An area that could support open viewing of the river with benches and a play structure for our children. I understand it would be necessary to provide the infrastructure (bathrooms and a small shelter).

If there is a time and place that I need to show up to voice my opinion for a larger impact, please let me know.

Thank You for your time,  
Louis 'Donovan' Thomas

**From:** [Steven Van Wechel](#)  
**To:** [Ante-Marandi, Ahsamon](#)  
**Subject:** Boones Ferry Park input  
**Date:** Tuesday, June 26, 2018 3:25:32 PM

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Don't know if this suggestion can still be gotten in, but the past week's front page article in the Spokesman prompted me to go ahead and give it a try. Maybe it could just be passed on for whatever it is worth.

The area of the park NORTH of the street (between the apartments and the sewer plant) could certainly be problematic - especially when the bridge gets built. Being totally isolated on three sides; being there would never be any police presence in it (unless they got a call); because it is totally unseen and tucked away in a very unnoticeable area -- I totally agree it could be a huge magnet for homeless camps, drug use by teenagers, etc. So I have come up with a suggestion that hopefully would mitigate those issue to a large extent.

My suggestions is to 1) put a couple/few picnic tables reasonably close to the road; 2) then fence off the entire rectangular area on further to the north; 3) then work with the school district, CREST, and/ or the environmental department of Clackamas Community College to convert the enclosed area into an arboretum to be used to be used for research, preservation, class presentations, Scout projects/merit badge work, etc.. Maybe a gate could be installed with a nominal 50 cent admission or something just to keep it clean and nice and to help prevent the area being used for nefarious purposes. (Maybe one of those new 'butterfly' houses that are popping up all over could be put in there as well and really make use of the area!!! / specializing in native butterflies and moths, etc. of the area - thus keeping a historical aspect to it fitting in with the historical nature of the park.)

I do feel that using the area in a way somewhat similar to this would negate the issues and make the area an actual,useful part of the park, and an excellent addition to Wilsonville.

Thanks for passing the idea along.

STEVE VAN WECEL

--



Steve Van Wechel

Boones Ferry Park Master Plan Public Comment

7 August 2018

Mike McCarty  
Parks and Recreation Director  
29600 SW Park Place  
Wilsonville, OR 97070

Dear Mr. McCarty,

As residents of Old Town we submit to the public record the following written testimony regarding the Boones Ferry Park Master Plan LP18-0008. Although the Planning Commission is expected to recommend adoption of the Boones Ferry Park Master Plan LP18-0008 to the City Council, many residents in Old Town have voiced grave concerns about the negative impact these changes will have on the Old Town neighborhood in numerous public meetings as well as in other written venues.

The aspects of the Boones Ferry Park Master Plan that will most negatively impact the Old Town Neighborhood are: parking and parking overflow issues, increased car and bike traffic into the neighborhood, keeping people out of the park after-hours, increased vandalism and malicious mischief (V&MM), increased garbage dumping, and loss of green space and wildlife habitat.

PARKING/ CAR /BIKE TRAFFIC

Old Town residents have very real concerns about current car traffic in the Old Town neighborhood. Speeding is a terrible problem on Boones Ferry Road. Additionally, many residents back out of their drive ways onto Boones Ferry Road and cars that are parked on the street significantly block visibility and create a safety issue. An increase in traffic on Boones Ferry Road will leave nowhere for kids and parents to play or walk safely near the road. This project will only exacerbate these issues. We recommend adding speed bumps or using some other method to slow down traffic from 5<sup>th</sup> Street to the end of Boones Ferry Road in Old Town.

We have urged the City to develop a parking strategy that keeps additional cars out of the Old Town neighborhood; however, this plan puts almost 100 new parking spaces in Boones Ferry Park. With 2-4 people arriving in the neighborhood in each car, this plan will continually be bringing 200-400 new people down a dead end road, past many homes, and into a very small park, relative in size to other parks in Wilsonville.

One looming question: when these 100 parking spaces are full, will cars then be allowed to overflow into the neighborhood and park wherever they please? Several large new homes with one car garages were built very near Boones Ferry Park this year and sold to homeowners with 5 or more vehicles in each home, so parking is already an issue in this area without any help from significantly more cars from park visitors overflowing in front of neighborhood homes.

### ENTRANCE TO PARK AFTER HOURS

All other parks in town remain open from dusk until dawn. For the safety and comfort of the surrounding neighborhood, this park's hours should not be any different. Also, Memorial Park and Graham Oak Parks both have gates that can be closed to stop car traffic from entering. We recommend that Boones Ferry Park be gated, as well. Surely a professional designer can create a plan that secures Boones Ferry Park after hours and yet allows neighborhood residents to enter and leave their homes.

### PUBLIC SAFETY/ VANDALISM

Public safety is currently a concern in Old Town as neighborhood crime and V&MM is on the rise. Vagrants have started fires near homes near Boones Ferry Park and condoms have been found in neighborhood driveways near the park. People are also defecating and urinating in yards near the park. Garage doors, the railroad tunnel, and the Boone Bridge have been sprayed with graffiti. Bikes, purses, artwork on fences, boom boxes and other items have been stolen from property near Boones Ferry Park. This vandalism is occurring and increasing prior to this project starting. It is imperative that the City have a plan in place for how it intends to address increased crime in the Old Town neighborhood if more people are heralded into the neighborhood as Boones Ferry Park is developed.

Old Town neighbors also fear that unwanted camping will become an even bigger issue than it already is. The police have been called several times in the past year to remove campers from different quadrants of Boones Ferry Park. No overnight camping signs need to be posted on all the streets that lead into the park.

### GARBAGE

Garbage is being increasingly dropped and dumped in the Old Town neighborhood. From Wilsonville Road to under the Boone Bridge, a constant flow of garbage, a large percentage of which is non-recyclable Styrofoam fast food garbage, litters the ground, as well as is dropped in driveways and people's front yards. Furniture and other large objects have been abandoned on neighborhood roads. Not only are there an insufficient number of trash receptacles to deal with the current problem, neighbors are concerned that the issue will only be exacerbated by this project and the onslaught of more people being ushered into the neighborhood. A plan for garbage removal near Boones Ferry Park and on nearby bike trails, as well as along the length of Boones Ferry Road in Old Town needs to be addressed. The area around the park needs more garbage receptacles now, not at the end of this project.

### LOSS OF GREEN SPACE/WILDLIFE HABITAT

Old Town has already lost the majority of its green space and turning any of the few remaining acres of park green space into parking lots or a Bridge landing is extremely undesirable to the neighborhood. Many homeowners bought their homes in Old Town because of the park, wildlife, and open space that was abundant in the neighborhood.

Boones Ferry Park Master Plan Public Comment

The open space in Boones Ferry Park closest to the railroad trestle contains many mature trees as well as an established fruit orchard. It has been a summer focal point for the neighborhood as neighbors enjoy fruit off the trees and people run their dogs in the grass. The neighborhood would like to see this parcel of land left as green space and not have The Bridge land in this part of the park nor have this green space turned into a parking lot.

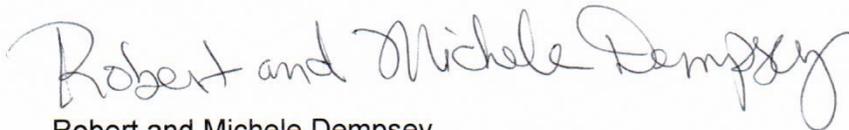
Although the Boones Ferry Park Master Plan and the French Prairie Bridge are two separate projects, their footprints overlap. The Old Town neighborhood has repeatedly stated that if the Bridge project happens at all, and most Old Town neighbors hope that it doesn't, but if it does, the Old Town neighborhood does not wish for the Bridge to land in the orchard. It should land on Boones Ferry Road, a more direct path for bikes and emergency vehicles (certainly a more direct path than landing it in the field and then having vehicles take a sharp right to get onto Boones Ferry Road) as well as a less destructive option for the neighborhood in terms of habitat loss.

The Boones Ferry Park Master Plans puts approximately 50 new parking spaces at the end of Boones Ferry Road exactly where the neighborhood would prefer that the Bridge land, if the Bridge project does in fact move forward, at some point in the future. This issue needs to be resolved before 50 parking spaces are put in this location. The neighborhood does not want to learn sometime in the future that the Bridge cannot land on Boones Ferry Road because there are 50 parking spaces there.

Old Town is the only neighborhood in Wilsonville that is bordered by the rail road, the sewer plant, and I-5 (as well as the Fred Meyer complex at the north end of the community). Surely, the City can understand why preserving greenspace is so important to Old Town residents.

The decisions that are being made with this plan that will negatively impact the Old Town neighborhood are being made by people who will not be impacted by these decisions. This is certainly ironic, unfortunate, and sadly, something that Old Town residents have no control over. That said, as you continue to develop this neighborhood we ask that you have the decency to consider how you would feel if you were a homeowner or renter here.

Thank you,



Robert and Michele Dempsey  
30999 SW Boones Ferry Road  
Wilsonville, OR 97070

**Proclamation**  
**SMALL BUSINESS SATURDAY**  
**November 24, 2018**

**WHEREAS**, the government of Wilsonville, Oregon, celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are currently 30.2 million small businesses in the United States, they represent 99.7 percent of all businesses with employees in the United States, are responsible for 65.9 percent of net new jobs created from 2000 to 2017; and

**WHEREAS**, small businesses employ 47.5 percent of the employees in the private sector in the United States; and

**WHEREAS**, 90% of consumers in the United States say Small Business Saturday has had a positive impact on their community; and

**WHEREAS**, 89% of consumers who are aware of Small Business Saturday said the day encourages them to Shop Small all year long; and

**WHEREAS**, 73% of consumers who reportedly Shopped Small at independently-owned retailers and restaurants on Small Business Saturday did so with friends or family; and

**WHEREAS**, the most reported reason for consumers aware of the day to shop and dine at small, independently-owned businesses was to support their community (64%); and

**WHEREAS**, Wilsonville, Oregon, supports our local businesses that create jobs, boost our local economy and preserve our communities; and

**WHEREAS**, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

**NOW, THEREFORE**, I, Mayor Tim Knapp, Mayor of Wilsonville, Oregon, do hereby proclaim, November 24, 2018, as:

**SMALL BUSINESS SATURDAY**

**And** urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

Signed this 19<sup>th</sup> day of November, 2018

\_\_\_\_\_  
Mayor Tim Knapp

# **CITY COUNCIL ROLLING SCHEDULE**

## **Board and Commission Meetings 2018**

**Items known as of 11/15/18**

### **November**

<b>DATE</b>	<b>DAY</b>	<b>TIME</b>	<b>EVENT</b>	<b>LOCATION</b>
11/26	Monday	6:30 p.m.	DRB Panel B	Council Chambers
11/27	Monday	7:00 p.m.	Special City Council Meeting	Council Chambers

### **December**

<b>DATE</b>	<b>DAY</b>	<b>TIME</b>	<b>EVENT</b>	<b>LOCATION</b>
12/3	Monday	7:00 p.m.	City Council Meeting	Council Chambers
12/5	Wednesday	6:30 p.m.	Library Board	Library
12/10	Monday	6:30 p.m.	DRB Panel A	Council Chambers
12/12	Wednesday	1:00 p.m.	Wilsonville Community Seniors, Inc. Advisory Board	Community Center
12/12	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
12/17	Monday	7:00 p.m.	City Council Meeting	Council Chambers
12/24	Monday	6:30 p.m.	DRB Panel B - <b>Cancelled</b>	Council Chambers

### **Community Events:**

**11/22-11/23** City offices closed in observance of the Thanksgiving holiday

**11/27** History Pub, 6:30 – 8:00 p.m. at McMenamins' Old Church.

**11/28** Community Tree Lighting, performances start at 5:30 p.m., with the tree lighting at 6:00 p.m. at Town Center Park

**12/5** French Prairie Task Force Meeting; 6:00 – 9:00 p.m. at City Hall

**12/14** Toy Drive Ends - Please bring a new unwrapped toy to the Parks and Recreation Admin Building.

**12/17** Holiday Light Drives to PIR SMART Bus leaves the Community Center at 6:30 p.m.

**12/18** Holiday Light Drives to PIR SMART Bus leaves the Community Center at 6:30 p.m.

**12/25** City offices closed in observance of Christmas Day

**1/1** City offices closed in observance of New Years Day

**1/21** City offices closed in observance of Martin Luther King Jr. Day

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



## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> November 19, 2018	<b>Subject: Resolution No. 2712</b> Authorizing the City Manager to Execute a Construction Contract with R.L. Reimers Company for the Willamette River Water Treatment Plant Surge Tank Project (CIP #1111).  <b>Staff Member:</b> Nancy Kraushaar, PE, Community Development Director  <b>Department:</b> Community Development	
<b>Action Required</b>	<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable  <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Staff recommends that Council adopt the Consent Agenda.		
<b>Recommended Language for Motion:</b> I move to approve the Consent Agenda.		
<b>Project / Issue Relates To:</b>		
<input checked="" type="checkbox"/> Council Goals/Priorities: Well-maintained infrastructure	<input checked="" type="checkbox"/> Adopted Master Plan(s): 2017 Willamette River Water Treatment Plan	<input type="checkbox"/> Not Applicable

**ISSUE BEFORE COUNCIL:**

A City of Wilsonville resolution approving the public bid process, accepting the lowest, responsible bidder, and awarding a construction contract to R. L. Reimers Company in the amount of \$868,650.00 for the construction of the Willamette River Water Treatment Plant Surge Tank.

**EXECUTIVE SUMMARY:**

The surge tank includes the construction of a vertical 1,500 cubic foot surge tank supported on a concrete slab, 75 feet of 24-inch welded steel pipeline connecting to the high service pump station, and a new finished water meter vault.

The project is identified in the in the 2017 Willamette River Water Treatment Plan and the City’s adopted FY 2018-19 budget as the Water Treatment Plant Surge Tank (CIP #1111).

The City received seven bids by the November 8, 2018 deadline (see attached bid summary), with R. L. Reimers Company submitting the lowest, responsive bid.

**EXPECTED RESULTS:**

Construct a surge tank to protect the water treatment plant mechanical equipment and avoid service disruptions.

**TIMELINE:**

Construction is expected to begin in December 2018 with final completion scheduled for June 30, 2018.

**CURRENT YEAR BUDGET IMPACTS:**

Project #1111 is funded through Water SDC fees and the City of Sherwood. The adopted FY 2018-19 Wilsonville budget includes \$1,600,000 (Wilsonville: \$1,066,667; Sherwood: \$533,333) for design, construction, contract administration, and overhead for the project.

**FINANCIAL REVIEW / COMMENT:**

Reviewed by: CAR      Date: 11/14/2018

**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ      Date: 11/14/2018

**COMMUNITY INVOLVEMENT PROCESS:**

The surge tank will be constructed within the treatment plant boundary, is essential to protect the plant from pressure surges that could occur with the near-term water demand and production at the plant and involved a technical design process. Therefore, community involvement did not play a role in the project. The project team directly involved Veolia, the City’s plant operator.

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

The project will benefit water customers as it will provide greater sustainability for the treatment plant and its operations and equipment and reduce the potential for service disruptions and emergency repairs.

**ALTERNATIVES:**

Do not award the contract.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 2712

**RESOLUTION NO. 2712**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH R. L. REIMERS COMPANY FOR THE WILLAMETTE RIVER WATER TREATMENT PLANT SURGE TANK PROJECT (CAPITAL IMPROVEMENT PROJECT #9132).**

WHEREAS, the City has planned, designed, and budgeted for the completion of Capital Improvement Project #1111, known as Willamette River Water Treatment Plant Surge Tank project (the Project); and

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

WHEREAS, seven bids were received and opened on November 8, 2018, and R.L. Reimers Company submitted a bid of eight hundred sixty-eight thousand, six hundred and fifty dollars and no cents (\$868,650.00) for the Project, which was subsequently evaluated as the lowest responsive and responsible bid.

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

1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and R. L. Reimers Company submitted the lowest responsive and responsible bid.
2. The City of Wilsonville, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a construction contract with R. L. Reimers Company for a stated value of eight hundred sixty-eight thousand, six hundred and fifty dollars and no cents (\$868,650.00).
3. This resolution becomes effective upon adoption.

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

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Tim Knapp, Mayor

ATTEST:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Starr

Councilor Stevens

Councilor Lehan

Councilor Akervall

Attachment:

A. Bid Summary

<b>BID SUMMARY</b>											
<b>WATER TREATMENT PLANT SURGE TANK</b>											
<b>OWNER: CITY OF WILSONVILLE</b>											
<b>OPENING DATE: NOVEMBER 8, 2018 @ 2:00 PM</b>						<b>PREPARED BY: CITY OF WILSONVILLE/CAROLLO</b>					
Order Opened	Bidder:	Envelope marked: (y/n)	First Tier Sub-Con. (y/n)	Non-Collusion Affidavit Properly Filled out (y/n)	Bid Schedule Properly Filled Out	Adden. 1-3 (y/n)	Meets Pre-qual. Reqt. (y/n)	Prop. Signed (y/n)	Bid Bond (y/n)	Bid Amount	Responsive? (y/n)
	Engineer's Estimate									\$ 965,000	
1	2KG Contractors, Inc.	y	n	y	y	y	n	y	y	\$ 1,014,567	n
2	R.L. Reimers Company (See Note 1 below)	y	y	y	y	y	y	y	y	\$ 868,650	y
3	Slayden Constructors, Inc.	y	y	y	y	y	y	y	y	\$ 979,000	y
4	Stellar J (See Note 1 below)	y	y	y	y	y	n	y	y	\$ 849,995	n
5	Stettler Supply Company	y	y	y	y	y	y	y	y	\$ 895,495	y
6	Tapani, Inc.	y	y	y	y	y	n	y	y	\$ 949,500	n
7	Tek Construction, Inc.	y	y	y	y	y	n	y	y	\$ 925,000	n
<b>Note 1:</b> Apparent low bidder, Stellar Jay, was determined non-responsive to the bid requirements. Second low bidder, R.L. Reimers, was determined lowest, responsive											



## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> November 19, 2018	<b>Subject: Resolution No. 2715</b> Supplemental Budget Adjustment  <b>Staff Member:</b> Cathy Rodocker, Finance Director  <b>Department:</b> Finance	
<b>Action Required</b>	<b>Advisory Board/Commission Recommendation</b>	
<input type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: November 19, 2018 <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial  <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable  <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Staff recommends that Council adopt Resolution No. 2715.		
<b>Recommended Language for Motion:</b> I move to approve Resolution No. 2715.		
<b>Project / Issue Relates To:</b>		
<input type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable

### ISSUE BEFORE COUNCIL:

A supplemental budget resolution for the FY2018/19 budget year.

### EXECUTIVE SUMMARY:

Oregon's Local Budget Law allows the Council to amend the adopted budget for an occurrence or condition that was not known at the time the budget was adopted. A transfer resolution moves expenditures from one category to another within a specific fund and does not increase the overall budget that was approved during the annual budget process. A supplemental budget adjustment can impact the budget by increasing revenues and/or expenditures. The supplemental adjustment can also recognize expenditures that exceed 10% of the adopted budget expenditures or 15% of the adopted contingency in a fund.

### Resolution No. 2715 Staff Report

To meet the expedited delivery of two electric buses, a supplemental budget adjustment is needed to increase the budget authority for Transit capital outlay and corresponding intergovernmental revenue line items. In total, \$1,535,105 will be added to the capital outlay line item and \$1,308,839 in Federal Grant revenue and \$226,266 in HB 2017 revenue.

**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, November 14, 2018. Adoption of the Supplemental Budget Adjustment is required prior to the end of the fiscal year, June 30, 2019.

**CURRENT YEAR BUDGET IMPACTS:**

N/A

**FINANCIAL REVIEW / COMMENT:**

Reviewed by: CAR Date: 11/1/2018

**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ Date: 11/13/2018

**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 electric buses for the Transit fleet that will provide service throughout the community.

**ALTERNATIVES:**

Not approving the attached supplemental budget could result in overspending current budget appropriations. The City is required to disclose all excess of expenditures over appropriations in the Comprehensive Annual Financial report.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

- A. Attachment #1-Supplemental Budget Adjustments

# City

## Attachment #1-Supplemental Budget Adjustments

### Budget Requests -Non-Capital Project Related

Purchase of 2 Electric Buses                      \$ 1,535,105      Funded by FTA Grants and HB2017 Funds

\$ 1,535,105

**RESOLUTION NO. 2715**

**A RESOLUTION AUTHORIZING A SUPPLEMENTAL BUDGET ADJUSTMENT FOR FISCAL YEAR 2018-19.**

WHEREAS, the City adopted a budget and appropriated funds for fiscal year 2018-19 by Resolution 2691; 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 19<sup>th</sup> of November and filed with Wilsonville City Recorder this same date.

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TIM KNAPP, MAYOR

ATTEST:

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Kimberly Veliz, City Recorder

**SUMMARY OF VOTES:**

Mayor Knapp  
Councilor Starr  
Councilor Stevens  
Councilor Lehan  
Councilor Akervall

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

	Current Appropriations	Change in Appropriations	Amended Appropriations
<b>Transit Fund</b>			
Intergovernmental	\$ (1,014,635)	\$ (1,535,105)	\$ (2,549,740)
All other resources	(8,556,690)	-	(8,556,690)
Total increase in resources	(9,571,325)	<b>(1,535,105)</b>	(11,106,430)
Capital Outlay	\$ 622,464	\$ 1,535,105	\$ 2,157,569
All other requirements	8,948,861	-	8,948,861
Net change in requirements	\$ 9,571,325	<b>\$ 1,535,105</b>	\$ 11,106,430
Increase to capital outlay recognizes the purchase of two electric buses. The buses will be funded with the proceeds from federal grants and HB2017 state funds.			



## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> November 19, 2018	<b>Subject: Resolution No. 2714</b> Procurement of Two 35' Battery Electric Transit Buses.  <b>Staff Member:</b> Scott Simonton, Fleet Services Manager  <b>Department:</b> Fleet Services	
<b>Action Required</b>	<b>Advisory Board/Commission Recommendation</b>	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable  <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Staff recommends that Council adopt Resolution No. 2714.		
<b>Recommended Language for Motion:</b> I move to approve Resolution No. 2714.		
<b>Project / Issue Relates To:</b>		
<input type="checkbox"/> Council Goals/Priorities	<input checked="" type="checkbox"/> Adopted Master Plan(s): Transit Master Plan	<input type="checkbox"/> Not Applicable

### ISSUE BEFORE COUNCIL:

N/A

### Resolution No. 2714 Staff Report

N:\City Recorder\Council Packets\2018 Council Packets\11.19.18 Council Packet\Res. 2714\ a. Res. 2714 SR.docm

**EXECUTIVE SUMMARY:**

In 2017, SMART was awarded \$1.45M in grant funding under the Federal 5339c program, for low emission/no emission buses. The process for this funding opportunity is quite different, in that the competitive process of vendor selection is bypassed. Applicants were encouraged to partner with a vehicle manufacturer during the application process. Our research in the years leading up to the successful grant application led us to the conclusion that Proterra's product was of high quality, and had a proven track record, with successful deployments in multiple cities.

The grant cost share is 85% Federal/15% local for the vehicles, and 90% Federal/10% local for the charging equipment. The total local investment for this portion of the overall project is \$226,266. This match amount will be covered via the use of HB2017 funds.

**EXPECTED RESULTS:**

Proterra will deliver two 35' battery electric buses, which will be placed in service on the Route 4, Crosstown Shuttle. Proterra will also supply two 60kW chargers, to be installed in the bus yard at the SMART/Fleet facility on Boberg Road.

**TIMELINE:**

Production of the buses is scheduled for March 2019. Anticipated delivery date is mid-April 2019. Delivery of the chargers is set for February 2019.

**CURRENT YEAR BUDGET IMPACTS:**

The required matching funds total \$226,266. Funding gained through HB2017 has been earmarked for this project.

**FINANCIAL REVIEW / COMMENT:**

Reviewed by: CAR Date: 11/6/2018

At the time the budget was prepared, staff did not account for the delivery of these buses during this fiscal year. A supplemental budget adjustment will be presented to Council in January with the request for additional expenditure authority and recognition of anticipated grant revenues.

**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ Date: 11/6/2018

**COMMUNITY INVOLVEMENT PROCESS:**

The current Transit Master Plan process included vast public outreach efforts, including media advertisements, open houses, and focus groups.

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

The decision to deploy these buses on the Route 4 was made in part due to the proximity to schools, and public gathering places such as shopping centers and parks. The elimination of Diesel exhaust along Wilsonville Road is a health benefit to the community.

Leveraging grant funds to execute this purchase greatly accelerates the return on investment. While exact figures are not known at this time, our estimates show savings in fuel and maintenance of \$30,000-\$40,000 annually.

**ALTERNATIVES:**

Council could choose not to award a contract, and surrender \$1.45M in Federal funds. Staff does not recommend this approach.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENT:**

1. Resolution No. 2714

**RESOLUTION NO. 2714**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING SOUTH METRO AREA REGIONAL TRANSIT (SMART) TO PURCHASE TWO 35' BATTERY ELECTRIC BUSES AND CHARGING EQUIPMENT FROM PROTERRA, INC.**

WHEREAS, a goal of SMART (South Metro Area Regional Transit) is to transition its bus fleet to low emission alternatively fueled vehicles; and

WHEREAS, SMART has an immediate need to replace aging diesel buses; and

WHEREAS, SMART was awarded a \$1.45M grant specifically for the purchase of battery electric buses; and

WHEREAS, the aforementioned grant application specifically named Proterra, Inc. as the selected vehicle manufacturer; and

WHEREAS, the Federal Register specifically allows grantees to direct select a vendor for this funding opportunity; and

WHEREAS, staff performed extensive research and peer analysis prior to selecting Proterra, Inc. for this project; and

WHEREAS, the City Council has duly appointed itself as the Local Contract Review Board, and acting as the Local Contract Review Board, is authorized to award the purchase contract in accordance with Federal requirements as recommended by staff.

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

1. Based on the above recitals, which are incorporated herein, the City Council, acting as the Local Contract Review Board, does hereby approve and authorize SMART to award a purchase contract for two 35' battery electric buses, and charging equipment, to Proterra, Inc.
2. This resolution becomes effective upon adoption.

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

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Tim Knapp, Mayor

ATTEST:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Starr

Councilor Stevens

Councilor Lehan

Councilor Akervall

Attachments:

- A. Proterra Inc. – Goods and Services Contract

**CITY OF WILSONVILLE  
GOODS AND SERVICES CONTRACT**

This Goods and Services Contract (“Contract”) for the Wilsonville Transit Electric Bus Purchase Project (“Project”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 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 **Proterra Inc**, a Delaware corporation (hereinafter referred to as “Supplier”).

**RECITALS**

WHEREAS, the City wishes to purchase equipment that Supplier is capable of providing, under terms and conditions hereinafter described; and

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

WHEREAS, Supplier 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. Contract Documents**

This Contract includes and incorporates by reference all of the foregoing recitals and all of the following additional documents: the City’s Low-No grant application and subsequent award under FTA § 5339(c) (together with the Contract collectively referred to herein as “Contract Documents”). Supplier must be familiar with all of the foregoing and comply with them. All Contract Documents should be read in concert and Supplier is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

**Section 2. Goods Purchased, Equipment Price, and Delivery Date**

Supplier will supply the Proterra Catalyst Battery Electric Buses and Depot Charging Stations described in the Contract Documents (“Equipment”) and as more particularly described in the Scope of Equipment attached hereto as **Exhibit A** and incorporated by reference herein. The price of the Equipment is ONE MILLION FIVE HUNDRED THIRTY-FIVE THOUSAND ONE HUNDRED FIVE DOLLARS (\$1,535,105) and includes delivery to 28879 SW Boberg Road, Wilsonville, Oregon. Sale shall occur upon inspection of the Equipment by the City and acceptance of delivery at the City location shown above. The City will pay Supplier in full within

30 days of acceptance of delivery of the Equipment. Supplier will schedule a date and time for delivery. Delivery must occur on or before April 30, 2019.

### **Section 3. Subcontractors and Assignments**

Supplier shall not assign any of Supplier's rights acquired hereunder without obtaining prior written approval from the City. Some Work may be performed by persons other than Supplier, provided Supplier advises the City of the names of such subcontractors and the services which they intend to provide, and the City specifically agrees, in writing, to such subcontracting. Supplier acknowledges such services will be provided to the City pursuant to a subcontract(s) between Supplier and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Contract, the City incurs no liability to third persons for payment of any compensation provided herein to Supplier. 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 Supplier shall not be subject to additional reimbursement by the City.

### **Section 4. Insurance**

4.1. **Business Automobile Liability Insurance.** If Supplier will be using a motor vehicle in the performance of the Services herein, Supplier shall provide the City a certificate indicating that Supplier 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**.

4.2. **Workers Compensation Insurance.** Supplier 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. Suppliers 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.

4.3. **Certificates of Insurance.** As evidence of the insurance coverage required by this Contract, Supplier 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. Supplier 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 Supplier 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.

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

## Section 5. Warranties.

Equipment warranties are attached hereto as **Exhibit B**.

## Section 6. 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 Supplier.

## Section 7. 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 SMART  
Attn: Scott Simonton, Fleet Manager  
29799 SW Town Center Loop East  
Wilsonville, OR 97070-9454

To Supplier: Proterra Inc.  
Attn: Rich Feldman  
1815 Rollins Road  
Burlingame, CA 94010

## Section 8. Required Federal Provisions

This Contract is funded, in whole or in part, with federal funds. Supplier must therefore comply with all of the following, in addition to the provisions listed above:

8.1. **Energy Conservation.** Supplier agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

8.2. **Bus Testing.** Supplier agrees to comply with the Bus Testing requirements under 49 USC § 5318(e) and the FTA's implementing regulation at 49 CFR Part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, Supplier shall obtain a copy of the bus testing report(s) from the operator of the testing facility and is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the City prior to final acceptance of the first vehicle by the City. The complete bus testing reporting requirements are provided in 49 CFR § 665.11.

8.3. **Recovered Materials.** Supplier agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by

complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended (42 USC § 6962), and U.S. Environmental Protection Agency, “Comprehensive Procurement Guideline for Products Containing Recovered Materials” (40 CFR Part 247).

8.4. **Buy America.** Supplier agrees to comply with 49 USC § 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless all steel, iron, and manufactured products used in Federal Transit Administration-funded projects are produced in the United States, unless a waiver has been granted by the FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR § 661.7. Separate requirements for rolling stock are set out at 49 USC § 5323(j)(2)(C) and 49 CFR § 661.11. All steel must originate in the USA and not leave the USA at any point. Supplier shall have submitted the appropriate Buy America certification to the City before commencement of any Work. Supplier must have submitted to the City the appropriate Buy America certification with its Proposal, as proposals that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. See **Exhibit C**.

8.5. **Clean Air and Clean Water.** Supplier agrees to comply with the inspection and other requirements of the Clean Air Act, as amended (42 USC § 7401 *et seq.*), and the Federal Water Pollution Control Act, as amended (33 USC § 1251 *et seq.*). Supplier agrees it will not use any violating facilities, it will report the use of facilities placed on or likely to be placed on the U.S. Environmental Protection Agency (EPA) “List of Violating Facilities,” and it will report any violation of use of prohibited facilities to the City. Supplier understands and agrees that the City will, in turn, report each violation, as required, to assure notification to the Federal Transit Administration and the appropriate EPA Regional Office.

8.6. **Pre-Award and Post-Delivery Audit Requirements.** Supplier agrees to comply with 49 USC § 5323(m) and the FTA’s implementing regulation at 49 CFR Part 663. Supplier shall comply with the Buy America certification submitted with its Proposal. Supplier agrees to participate and cooperate in any pre-award or post-delivery audits performed pursuant to 49 CFR Part 663 and related FTA guidance.

8.7. **Access to Records.** The following federal access to records requirements apply to this Contract:

8.7.1. Supplier agrees to retain complete and readily accessible records related in whole or in part to this Contract, including but not limited to documents, reports, data, statistics, subcontracts, sub-agreements, leases, arrangements, other third party agreements of any type, and supporting materials related to those records.

8.7.2. Supplier agrees to comply with the record retention requirements in accordance 2 CFR § 200.333. Supplier will maintain all books, records, accounts, and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records will be until the City, SMART, the Federal Transit Administration (FTA) Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

8.7.3. Supplier agrees to provide the City, SMART, the FTA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, sufficient access to any books, documents, papers, and records of Supplier which are related to performance of this Contract for the purposes of making audits, examinations, excerpts, and transcriptions, as reasonably may be required. Supplier also agrees to permit any of the foregoing parties (at their costs) to reproduce by any means whatsoever any excerpts and transcriptions as reasonably needed.

8.8. **Lobbying Restrictions.** Supplier certifies, to the best of its knowledge and belief, that:

8.8.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Supplier, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

8.8.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Supplier will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

8.9. **Contract Work Hours and Safety Standards.** For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, Supplier will comply with the Contract Work Hours and Safety Standards Act (40 USC §§ 3701-3708), as supplemented by the Department of Labor regulations at 29 CFR Part 5. Under 40 USC § 3702 of the Act, Supplier will compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

8.9.1. Liquidated Damages. In the event of any violation of the requirements of this Section, Supplier will be liable for the unpaid wages. In addition, Supplier and subcontractor will be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the requirements of this Section in the sum of ten dollars (\$10) for each calendar day on which such individual was required to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by this Section.

8.9.2. Withholding. The FTA shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in this Section.

8.10. **Civil Rights Requirements**. The following civil rights and equal employment opportunity requirements apply to this Contract, and Supplier shall at all times comply with these requirements:

8.10.1. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended (42 USC § 2000d), Section 303 of the Age Discrimination Act of 1975, as amended (42 USC § 6102), Section 202 of the Americans with Disabilities Act of 1990, as amended (42 USC § 12132), and federal transit laws at 49 USC § 5332, Supplier agrees that it will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, disability, or national origin. In addition, Supplier agrees to comply with applicable federal implementing regulations and other implementing requirements the FTA may issue.

8.10.2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended (42 USC § 2000e *et seq.*), and federal transit laws at 49 USC § 5332, Supplier agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" (41 CFR Chapter 60), and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965; 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. Supplier agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Supplier agrees to comply with any implementing requirements the FTA may issue.

8.10.3. Age. In accordance with the Age Discrimination in Employment Act of 1967, as amended (29 USC §§ 621-634); U.S. Equal Employment Opportunity Commission regulations, “Age Discrimination in Employment Act” (29 CFR Part 1625); the Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*); U.S. Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance” (45 CFR Part 90); and federal transit law at 49 USC § 5332, Supplier agrees to refrain from discrimination against present and prospective employees on the basis of age. In addition, Supplier agrees to comply with any implementing requirements the FTA may issue.

8.10.4. Disabilities. In accordance with Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794); the Americans with Disabilities Act of 1990, as amended (42 USC § 12101 *et seq.*); the Architectural Barriers Act of 1968, as amended (42 USC § 4151 *et seq.*); and federal transit law at 49 USC § 5332, Supplier agrees that it will not discriminate against individuals on the basis of disability. In addition, Supplier agrees to comply with any implementing requirements the FTA may issue.

8.11. **Disadvantaged Business Enterprises.** Supplier shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Supplier shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Supplier to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the City deems appropriate.

8.12. **Program Fraud and False or Fraudulent Statements and Related Acts.**

8.12.1. Supplier acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended (31 USC § 3801 *et seq.*), and U.S. Department of Transportation regulations, “Program Fraud Civil Remedies” (49 CFR Part 31), apply to its actions pertaining to this equipment purchase. Upon execution of this Contract, Supplier certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA assisted equipment purchase. In addition to other penalties that may be applicable, Supplier further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Supplier to the extent the Federal Government deems appropriate.

8.12.2. Supplier also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 USC Chapter 53, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5323(l) on Supplier, to the extent the Federal Government deems appropriate.

8.13. **Suspension and Debarment.** Supplier will comply with and facilitate compliance with U.S. Department of Transportation regulations, “Nonprocurement Suspension and Debarment” (2 CFR Part 1200), which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)” (2 CFR Part 180). Supplier is required to verify that its principals, affiliates, and any subcontracts are eligible to participate in this federally funded Contract and are not presently declared by any federal department or agency to be debarred, suspended, proposed for debarment, voluntarily excluded, disqualified, or declared ineligible from participation in any federally assisted award.

Supplier is required to comply with Subpart C of 2 CFR Part 180, as supplemented by 2 CFR Part 1200, and must include the requirement to comply with Subpart C of 2 CFR Part 180 in any lower tier covered transaction it enters into. By signing and submitting its Proposal, Supplier has certified as follows:

*The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that Supplier knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Supplier agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. Supplier further agrees to include a provision requiring such compliance in its lower tier covered transactions.*

8.14. **Safe Operation of Motor Vehicles.** Supplier is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. Supplier agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies that ban text messaging while using an electronic device supplied by an employer and driving a vehicle the driver owns or rents, a vehicle Supplier owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Work performed under this Contract.

8.15. **Federal Changes.** Supplier shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in any Master Agreement between the City and the FTA, as they may be amended or promulgated from time to time during the term of this Contract. Supplier's failure to so comply shall constitute a material breach of this Contract.

8.16. **Violation and Breach of Contract; Termination.** The clauses concerning violation and breach of this Contract and termination of this Contract can be found in **Section 9**, below.

8.17. **No Obligation by the Federal Government.** The City and Supplier acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any

obligations or liabilities to the City, Supplier, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this Contract.

8.18. **Federal Transit Administration (FTA) Terms Controlling.** Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Supplier shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FTA terms and conditions.

## **Section 9. Early Termination; Default**

9.1. This Contract may be terminated prior to the expiration of the agreed upon terms:

9.1.1. By mutual written consent of the parties;

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

9.1.3. By Supplier, 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 Supplier, 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.

9.2. If the City terminates this Contract, in whole or in part, due to default or failure of Supplier to perform Services 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, Supplier shall be liable for all costs and damages incurred by the City as a result of the default by Supplier, 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 Supplier. In the event of a default, the City will provide Supplier with written notice of the default and a period of ten (10) days to cure the default. If Supplier notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Contract and seek remedies for the default, as provided above.

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

9.4. Termination under any provision of this section shall not affect any right, obligation, or liability of Supplier or the City that accrued prior to such termination.

## **Section 10. Liquidated Damages**

10.1. The City and Supplier recognize that time is of the essence of this Contract and that the City will suffer financial loss and public detriment if the bus is not delivered on time in

accordance with this Contract. Both parties also recognize the delays, expenses, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the bus is not delivered on time. Accordingly, instead of requiring any such proof, the City and Supplier agree that as Liquidated Damages for delay (but not as a penalty), Supplier shall pay the City the amount of One Hundred Dollars (\$100) per day for each and every day that expires after the agreed upon delivery date (“Liquidated Damages”).

10.2. The parties further agree that this amount of Liquidated Damages is a reasonable forecast of just compensation for the harm caused by any breach and that this harm is one which is impossible or very difficult to estimate. In addition to the Liquidated Damages above, Supplier shall reimburse the City for all costs incurred by the City for inspection and project management services required beyond the time specified for final delivery of the bus. If Supplier fails to reimburse the City directly, the City will deduct the cost from Supplier’s final pay request.

10.3. Supplier will not be responsible for Liquidated Damages or be deemed to be in default by reason of delays in performance due to reasons beyond Supplier’s reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or actions of unrelated third parties not under Supplier’s direction and control that preclude Supplier from performing under the Contract (“Force Majeure”). In the case of the happening of any Force Majeure event, the time for completion of Supplier’s performance under the Contract will be extended accordingly and proportionately by the City, in writing. Poor weather conditions, unless extreme, lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

## **Section 11. Liability**

In no event will Supplier be liable to the City for any indirect, incidental, consequential, or punitive damages, or for loss of profits or revenue, whether in an action in contract, tort, strict liability, or otherwise.

## **Section 12. Intellectual Property**

Supplier shall retain ownership of: (1) any patents; (2) inventions, discoveries (whether patentable or not in any country), invention disclosures, improvements, trade secrets, proprietary information, know-how, technology, and technical data; (3) copyrights, copyright registrations, mask works, mask work registrations, and applications therefor in the United States and anywhere in the world, and all other rights corresponding thereto throughout the world; and (4) any other proprietary rights or intellectual property (collectively, the “Intellectual Property”) in or to the technology associated with the Equipment supplied to the City under this Contract. The City and Supplier agree that Supplier shall own any Intellectual Property developed in connection with the Equipment purchased through this Contract, including, without limitation, any alterations or modifications to the Equipment purchased under this Contract made or developed by Supplier.

Supplier hereby grants to the City a royalty-free, paid-up, non-exclusive, non-transferable, irrevocable license to use the Intellectual Property for purposes of operations and maintenance of the Equipment supplied under this Contract. The City agrees that it will not use the Intellectual Property for any commercial or manufacturing purpose, or any purpose not expressly authorized pursuant to this Contract.

### **Section 13. Miscellaneous Provisions**

13.1. 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.

13.2. 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.

13.3. Equal Opportunity. No person shall be discriminated against by Supplier 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.

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

13.5. Adherence to Law. Supplier shall adhere to all applicable federal and state laws, including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Supplier 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.

13.6. Governing Law. This Contract 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, and 279C, and related Oregon Administrative Rules, 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.

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

13.8. 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.

13.9. 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.

13.10. 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.

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

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

13.13. 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.

13.14. 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.

13.15. 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.

13.16. Interpretation. As a further condition of this Contract, the City and Supplier 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.

13.17. 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.

13.18. 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.

13.19. Authority. Each party signing on behalf of Supplier and the City hereby warrants actual authority to bind their respective party.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

**SUPPLIER:**

**CITY:**

PROTERRA INC

CITY OF WILSONVILLE

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

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

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

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

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

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

Employer I.D. No. 27-1878459

APPROVED AS TO FORM:

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



Customer SMART-Wilsonville  
 Number of buses 2  
 Bus length / model 35' E2  
 Contract/P.O. #

Proterra Tech Spec	Category	Customer Selection	Option	Price Impact
	Base Bus		Low/No 2017 Partner - E2	\$693,000
TS 9	Propulsion System (Electric)	X	E2	NA
	Overhead Fast Charger	X	Base - None	\$0
TS 9			<b>35' Bus Body Only</b>	
		X	Single-Sided Rear Standard J1772-CCS Charge Ports: (2) 120KW CS-Rear Location (240KW Simultaneous)	\$2,366
TS 32.1	Wheels - front	X	Base - Alcoa 22.5 x 8.25 Brushed Aluminum Wheels PN 886510	\$0
TS 32.1	Wheels - rear	X	Base - Alcoa 22.5 x 8.25 Brushed Aluminum Wheels PN 886510	\$0
	Wheel & Tire Accessories	X	Base - Torque Indicators, Green (Wheel Check WLCH-B)	\$0
		X	Hubodometer - Veeder-Root	\$325
		X	Spare Wheel	\$540
TS 32.2	Tires	X	Base - Michelin X InCity Z 305/70R22.5	\$0
		X	Spare Tire	\$735
TS 46.3	Visors / Sun Shades	X	Front and Side Mesh, Solid, Solid/Mesh 30" Front: 1/2 Mesh Upper & 1/2 Solid Lower Side: 1/2 Mesh & 1/2 Solid Vertical Split"	\$96
TS 46.6	Driver Foot Controls	X	Adjustable	\$4,507
TS 74	Vandal Shields	X	Base - None	\$0
TS 71.1	Appearance (Exterior Graphics)	X	Base - Base bus gel coat in white (no wrap / paint)	\$0
TS 75.8	Floor Covering	X	Base - Altro Meta series Altro Meta TFM2702 Genome 2.7mm	\$0
TS 78	Passenger Seating		<b>35' Bus Body Only</b>	
		X	Base - 29 Passenger / USSC Gemini Package - Silver screen AC-507	\$0
TS 79	Passenger Assists (Stanchions)	X	Base - Stainless steel except exit stanchions (yellow), 2 modesty panels without polycarbonate screens, 6 lower level vertical stanchions from ceiling to seats with no bends, 2 upper level horizontal stanchions, 4 vertical upper level stanchions with no bends, 6 grab straps	\$0
		X	Base config, with electric doors (additional stanchions at exit door)	\$203
TS 79.5	Overhead	X	Base - 6 Grey Nylon Prima Grab Straps	\$0
TS 80	Passenger Doors	X	Ventura Electric, Rear door is Plug	\$5,478
TS 80	Optical Door Sensor	X	Contactless Passenger Protection System (Ventura Only)	\$281
		X	Wave to Open capable	
TS 81.1	Loading Systems for Low-Floor Bus (ADA Ramp)		<b>35' Bus Body Only</b>	
		X	Lift U LU11 6:1	\$3,281
TS 81.5	Wheelchair Accomodations -		<b>35' Bus Body Only</b>	
		X	Base - 2 ADA Positions w/ 4pt Q'straint ADA System	\$0
TS 85.1	ADA Stop Request Signal Type	X	Base - Touch Pad on Seat	\$0



Customer SMART-Wilsonville  
 Number of buses 2  
 Bus length / model 35' E2  
 Contract/P.O. #

Proterra Tech Spec	Category	Customer Selection	Option	Price Impact
TS 70.2	Bike Rack	X	Sportworks 3 position (Not Available in CA) <b>Apex in Stainless</b>	\$1,704
TS 70.2	Bike Rack Sensor	X	Base - No Sensor Installed	\$0
TS 83	Destination Signs: Front	X	Base - Hanover, Amber 160x17	\$0
TS 83	Destination Signs: Dash	X	Base - None	\$0
TS 83	Destination Signs: Curbside	X	Base - Hanover Amber 112x15	\$0
TS 83	Destination Signs: Rear		Base - Hanover, Amber 48x15	
			Hanover White 48x15	
			Hanover Spectrum 40x24	
			Luminator Horizon SMT Amber 48x16	
			Luminator Horizon SMT White 48x16	
		X	Yield Sign	\$345
		X	None	-\$150
TS 83	Destination Signs: Streetside	X	Base - None	\$0
TS 85	Passenger Stop Request / Exit Signal	X	Base - Touch Tape	\$0
TS 85	Stop Request Misc	X	Base - Switch on Stanchion Forward of Rear Door	\$0
TS 86.3	Automatic Passenger Counter (APC)	X	Base - None	\$0
		X	Provision for APC TBD - Space save in EEC only	\$0
	WiFi	X	Base - None	\$0
TS 85.1	Next Stop Sign	X	Base - Backlit "Stop Requested" sign, Transign #SRD300	\$0
	Winter Weather Package	X	Heated front entrance	\$51
TS 62	Hatches- Only (1) front hatch is available for 35'		<b>35' Bus Body Only</b>	
		X	Base - 1 x Opaque Manually Operated	\$0
	Single Camera Advanced Driver Assistance System (Passive )	X	Base - None	\$0
	USB Ports	X	Base - None	\$0
TS 75.1	Operators Barrier	X	Base - None	\$0
TS 55	HVAC	X	Base - Eberspaecher	\$0
TS 72.1	Passenger Information System	X	Base - None	\$0
TS 53.4	Windows	X	Base - Single Piece Flush Mounted 50% Grey 5 mm tempered glass (per base selected on template)	\$0



Customer SMART-Wilsonville  
 Number of buses 2  
 Bus length / model 35' E2  
 Contract/P.O. #

Proterra Tech Spec	Category	Customer Selection	Option	Price Impact
TS 49	Driver's Seat	X	USSC P/N G22-030301010101010001 S/N 274295 • OEM Bus Chassis Style - Gillig - Low Floor • Bus Base - Low Profile Adapter & Cross Bracing, 10" Slides • Black Lap Belt – 9" RH Receptor – Dual Sensing – 74" • Suspension - Standard Air • Slide Release Style - Center Air Release (Low Profile) • Slide Button Configuration - Air Slide • Switchbox Location - Right Hand Controls • Back Adjuster - Continuous Adjustment (Knob) • Back Recline Angle - 15 Degrees (Standard) • Back Style - Medium • Back Foam - Poly • Cushion Foam - Poly • No Seat Alarm • Headrest - Standard Black Vinyl • No Armrests • Cover - Fabric & Vinyl, Std Black	\$791
<b>35' Bus Body Only</b>				
TS 53.2	Emergency Exit (Egress) Configuration	X	Base - 2 Egress Windows (2 SS)	\$0
		X	1 Additional Egress Window (CS3)	\$2,813
TS 69.2	Access Door Latch/Locks	X	Base - square key for exterior access panels - access to the Master Battery Disconnect is not locked	\$0
TS 72	Decals, Numbering and Signaling	X	Proterra Decal Package Biligual (English & Spanish)	\$0
TS 75.9	Interior Lighting (Hadley) Interior Lights Automatically Select Bright When Either Door Open (Y/N)	X	Base - Automatic Bright at Open	\$0
TS 76	Fare Collection	X	Base - Electrical Provision Only for Diamond XV	\$0
TS 86.1	Camera Surveillance System	X	REI HD 800	\$5,939
TS 86.2	Public Address System	X	Base - REI PA only w/ Gooseneck mic. 8 Interior Speakers	\$0
TS 86.4	Voice/CB Radio System	X	Provision for Motorola XTL2500	\$0
TS 86.4.4	Emergency Alarm	X	None	\$0
TS 39.5	Air Dryer	X	Base - Bendix AD-IS	\$0
	Maintenance Ports	X	Base - Single Male Industrial fitting @ bumper and Rear SS access panel	\$0
TS 5.10	Fire Suppression	X	Only Fire Detection in Prodrive	\$2,325
<b>35' Bus Body Only</b>				
TS 25	Towing	X	Base - Capable of front and rear tow	\$0
			Special Request	
	Other	X	Front License Plate Holder	\$50



Customer SMART-Wilsonville  
 Number of buses 2  
 Bus length / model 35' E2  
 Contract/P.O. #

Proterra Tech Spec	Category	Customer Selection	Option	Price Impact
			<b>Total Configs</b>	\$31,677
			<b>Base Bus</b>	\$693,000
			<b>Total Per Bus</b>	<b>\$724,677</b>
			<b>Total 2 Buses</b>	<b>\$1,449,355</b>
<b>Manuels</b>				
	Parts Manual	X	1 printed and bound hard copy	\$200
	Operator Manual	X	1 printed and bound hard copy	\$100
	Maintenance and Repair Manual	X	1 printed and bound hard copy	\$300
	Quick Reference Guides	X	1 printed and bound hard copy (full set)	\$75
	Electrical Schematic	X	1 printed and bound hard copy	\$75
			<b>Total Manuels</b>	<b>\$750</b>
<b>Tools</b>				
	Proterra Diagnostic Software License	X	Each	\$5,000
			<b>Total Tools</b>	<b>\$5,000</b>
<b>Chargers</b>				
	Proterra 60 kW PCS	X	2 @ \$40,000 Each	\$80,000

**GRAND TOTAL** \$1,535,105



# PROTERRA

## ***Standard Limited Warranty Battery System (XR, E2)***

Proterra Inc. (“Proterra”) warrants to the original purchaser/lessee that its Battery System (“Battery”) for the Catalyst XR/E2 series battery electric bus will be free from material defects in material and workmanship under normal use and when properly serviced. Proterra agrees to repair or replace defective parts at no additional cost to the purchaser/lessee subject to the terms and conditions set forth herein. This is a limited warranty subject to the terms and conditions stated below, and subject to compliance in all respects with the approved use conditions set forth at the bottom of this Standard Limited Warranty.

Proterra’s Standard Limited Battery System Warranty (“Warranty”) applies to the internal Battery components listed below. The warranty covers 100% of the parts, labor reimbursement (if applicable in accordance with the terms of this warranty and the purchase/lease agreement) and any associated freight costs during the warranty time period identified below. Battery components contained within the main battery enclosure (“Pack”) may not be serviced by the purchaser/lessee or any third party maintenance provider, and any such servicing of the Pack by purchaser/lessee or any third party maintenance provider voids the Warranty. Proterra technicians will perform all necessary repairs required internal to the Pack.

### Coverage Periods:

Materials and Workmanship: 12 years / unlimited miles

80% of Initial Usable Capacity: 6 years / or 200,000 kWh of gross discharge throughput per pack

The warranted usable capacity at 6 years or the gross discharge throughput limit (whichever comes first) will be at least 80% of initial usable capacity.

“Gross Discharge Throughput” is defined as the total energy discharged through the battery pack during its life and is tracked by the BMS at the pack level and reported through telemetry. This includes energy discharged while powering auxiliary systems as well as energy discharged which was recuperated from regenerative braking.

The procedure for determining percentage of usable capacity (also referenced as ‘state of health’ or ‘SOH’) can be found in the maintenance and repair manual.

The Battery is defined as the main high voltage energy storage system and consists of the following:

- Battery modules and components internal to the Pack
- Battery management system (BMS) electronics
- Cooling system components internal to the Pack
- Pack enclosure

- All electrical connections and components internal to the Pack
- Manual Service Disconnect (MSD)

A warrantable defect may be addressed by software updates, replacing internal parts, or replacing assemblies. These replacement parts may be identical or equivalent substitutes. Repairs may include factory reconditioned components that have an energy capacity at least equal to that of the original Battery before the failure occurred. Where applicable, Proterra reserves the right to upgrade parts or assemblies with latest design.

Proterra retains ownership of any components that are removed and/or replaced including any system components that have reached the end of their service life due to SOH.

Due to the pace of battery technology development, Proterra reserves the right to replace components with different items of equal or better performance.

The Warranty does NOT cover malfunction, failure, or loss of capacity of the Battery System due to the following events induced or caused by the purchaser/lessee or other third party:

- Alteration or modification of any Battery part or assembly or combination of the Battery with third party items
- Misuse or negligent use of the Battery, including but not limited to, purchaser's, lessee's or a third party's failure to follow Proterra operating guidelines contained in the manual made available by Proterra
- Exposing the vehicle to ambient temperatures above 140°F (60°C) or below -22°F (-30°C) for more than 24 hours at a time
- Physically damaging the Battery, or intentionally attempting, either by physical means, programming, or other methods, to extend or reduce the life of the Battery
- Exposing the Battery to direct flame
- Flooding of the Battery
- Intentional or accidental collision
- Acts of Nature
- Neglect or failure to perform the Preventative Maintenance outlined in the maintenance service training for the Battery System
- Unauthorized use or operation outside of the terms and conditions of the applicable purchase/lease contract
- Unauthorized or improper maintenance and repair by non-Proterra personnel
- Intentional acts of destruction, tampering or vandalism

The start of the Standard Limited Warranty term is the date of acceptance of each bus in accordance with the terms of the applicable purchase/lease contract.

Proterra administers the warranty process and all warranty claims are at the sole and absolute discretion of Proterra.

In connection with any claim brought under this limited warranty, the purchaser/lessee must provide the failed component along with the proper documentation and warranty claim form. Proterra will perform an inspection of the failed component and supporting documentation to make a claim determination. Proterra will not provide any compensation, labor, repairs, or replacement part to the purchaser/lessee without the above documentation.

EXCEPT EXPRESSLY AS SET FORTH IN THIS WARRANTY, PROTERRA EXPRESSLY DISCLAIMS

ANY OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, AS TO THE QUALITY OR PERFORMANCE OF THE BATTERIES AND/OR THE PACKS.

THIS STANDARD LIMITED WARRANTY IS SUBJECT TO COMPLIANCE IN ALL RESPECTS DURING THE ENTIRE APPLICABLE WARRANTY PERIOD WITH THE BELOW APPROVED USE CONDITIONS. IF THE ORIGINAL PURCHASER/LESSEE DOES NOT COMPLY IN ALL RESPECTS WITH THE BELOW APPROVED USE CONDITIONS DURING THE ENTIRE APPLICABLE WARRANTY PERIOD, THEN THIS STANDARD LIMITED WARRANTY SHALL NOT APPLY.

APPROVED USE CONDITIONS

The Batteries shall be used in accordance with the Battery Services Agreement between Customer and Proterra, as well as in accordance with the following use conditions:

Storage SOC Range	When not installed in a vehicle, batteries shall be stored between 5% and 20% SOC.
Excursions "Below Empty"	Excursions below 0% SOC, as indicated by the dash, shall be limited to no more than 30 occurrences in the initial 6 year SOH warranty period.
Storage Temperature Range Excursions	The battery may be stored at temperatures which occur in the range from -40degC to +60degC. Storing at temperatures above +30degC should be limited to no more than 10% of the storage period. Storing at temperatures above +40degC should be limited to no more than 5% of the storage period.
Recommended Nominal Storage Temperature Range	To maximize life, the battery pack should be stored in the range from -20degC to +30degC.



This warranty does not cover the repair or replacement of normal maintenance items including but not limited to: charger cord and connector failures due to wear, filters, or any consumable items that are the sole responsibility of the purchaser/lessee

The start of the Standard Limited Charging Warranty term is the date of purchaser/lessee's acceptance of the charge system in accordance with the terms of the purchase/lease agreement.

EXCEPT FOR THE OBLIGATIONS, WARRANTIES AND REPRESENTATIONS SPECIFIED HEREIN, PROTERRA MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING.

Proterra administers the warranty process and all warranty claims are at the sole and absolute discretion of Proterra.

In connection with any claim brought under this limited warranty, the purchaser/lessee must provide the failed component along with the proper documentation and warranty claim form. Proterra will perform an inspection of the failed component and supporting documentation to make a claim determination. Proterra will not provide any compensation, labor, repairs or replacement part to the purchaser/lessee without the above documentation.



# PROTERRA

## ***Standard Limited Warranty*** **Proterra Catalyst Battery Electric Bus**

Proterra Inc. ("Proterra") warrants to the original purchaser/lessee that its Catalyst battery electric bus will be free from defects in material and workmanship under normal use and when properly serviced. Proterra agrees to repair or replace defective parts at no additional cost to the purchaser/lessee subject to the terms and conditions set forth herein. Such repair or replacement shall be the sole and exclusive remedy for any breach of warranty contained herein. This is a limited warranty subject to the terms and conditions stated below and is referred to as Proterra's Standard Limited Catalyst Bus Warranty.

Proterra's Standard Limited Catalyst Bus Warranty applies to the Class A and Class B parts, assemblies, components listed below. The warranty covers 100% of the parts, labor reimbursement (if applicable in accordance with the terms of this warranty and the purchase/lease agreement) and any associated freight costs during the warranty time period identified below.

### **Class A:**

This class includes manufactured or assembled components and systems, including some purchased assemblies listed below.

The Coverage Period is the lesser of:

	<u>Term (yrs)</u>	<u>OR</u>	<u>Miles</u>
Complete Bus <sup>(1)</sup>	1 yr		50,000
Main Composite Monocoque Structure <sup>(2)</sup>	12 yrs		500,000
Structural Systems <sup>(3)</sup>	3 yrs		150,000
Corrosion <sup>(4)</sup>	12 yrs		500,000

### **Class B:**

This class includes major components purchased and installed by Proterra and listed below.

The Coverage Period is the lesser of:

	<u>Term (yrs)</u>	<u>OR</u>	<u>Miles</u>
Brake System	2 yrs		100,000
Transmission	2 yrs		100,000
Axle	2 yrs		100,000
Destination Signs	2 yrs		100,000
Defroster	2 yrs		100,000
Door Systems	2 yrs		100,000

Catalyst Bus Warranty\_V6

1

Air Compressor	2 yrs	100,000
Air Dryers	2 yrs	100,000
Wheelchair Lift and Ramp System	2 yrs	100,000
Fire Suppression	2 yrs	100,000
Passenger Seating (excluding upholstery)	2 yrs	100,000
Windows	2 yrs	100,000
Traction Motor and Inverter	2 yrs	100,000
Power Steering	2 yrs	100,000
A/C Unit and Compressor	2 yrs	100,000

- (1) Complete Bus is defined as bumper-to-bumper coverage excluding the following:
- Provided Customer Equipment (including but not limited to: ITS)
  - Consumables (including but not limited to: brake pads, wiper blades)
- (2) Main Composite Monocoque is defined as the main composite body excluding non-structural members.
- (3) Structural Systems is defined as the structural elements of the suspension and powertrain cradle.
- (4) The components indicated in notes (2) and (3) above are covered for structural failure due to corrosion.
- Exclusions:
- Surface and non-structural corrosion, oxidation, or patina
  - Corrosion caused by high-pressure washing, severe wash solutions, cleaning solvents or detergents
  - Corrosion caused by acid rain or other industrial fallout
  - Corrosion due to improper prevention measures during storage or use
  - Corrosion due to environmental damage (including ocean spray); airborne fallout (chemicals, tree sap, etc.) or other atmospheric conditions or act of nature
  - Corrosion due to improper use, misuse or abuse including insufficient maintenance

This warranty does NOT cover malfunction or failure of the bus due to the following events induced or caused by the purchaser/lessee or other third party:

- Alteration or modification of any part of the bus or assembly or combination of any part of the bus with any third party item
- Misuse or negligent use of the bus, including but not limited to purchaser's, lessee's or a third party's failure to follow Proterra's operating manual
- Intentional or accidental Collision
- Acts of Nature
- Neglect or Failure to perform the Preventative Maintenance outlined in the maintenance documentation for the bus
- Unauthorized use or operation outside of the terms and conditions of the applicable lease contract
- Improper maintenance and repair
- Intentional acts of destruction, tampering or vandalism

For the avoidance of doubt, this warranty does not include the replacement of normal maintenance items including, but not limited to, brake pads, filters, light bulbs, or any consumable items that are the sole responsibility of the purchaser/lessee.

The start of the Standard Limited Catalyst Bus Warranty term is the date of acceptance of each bus in accordance with the terms of the applicable purchaser/lease contract.

EXCEPT FOR THE OBLIGATIONS, WARRANTIES AND REPRESENTATIONS SPECIFIED HEREIN, PROTERRA MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING.

Proterra administers the warranty process and all warranty claims are at the sole and absolute discretion of Proterra.

In connection with any claim brought under this limited warranty, the purchaser/lessee must provide the failed component along with the proper documentation and warranty claim form. Proterra will perform an inspection of the failed component and supporting documentation to make a claim determination. Proterra will not provide any compensation, labor, repairs, or replacement part to the purchaser/lessee without the above documentation.

**This warranty document does not include the Fast Charge System, Depot Charger, or Battery System. Please refer to those specific system warranty documents.**

## BUY AMERICA CERTIFICATION

### Certification Requirement for the Procurement of Steel, Iron, or Manufactured Products

SMART Electric Bus Purchase

*CERTIFICATE OF COMPLIANCE WITH BUY AMERICA REQUIREMENTS:*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 USC 5323(j)(1), and the applicable regulations in 49 CFR Part 661.

Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Company: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*CERTIFICATE OF NON-COMPLIANCE WITH BUY AMERICA REQUIREMENTS:*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 USC 5323(j), but it may qualify for an exception to the requirement pursuant to 49 USC 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Company: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> November 19, 2018	<b>Subject: Resolution No. 2716</b> Acquisition of Wilsonville Town Center Lot 1 (Pad A) Property  <b>Staff Member:</b> Barbara Jacobson, City Attorney; Miranda Bateschell, Planning Manager; Zach Weigel, Capital Projects Engineering Manager  <b>Department:</b> Legal / Community Development	
<b>Action Required</b>	<b>Advisory Board/Commission Recommendation</b>	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable  <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Staff recommends City Council adopt Resolution No. 2716.		
<b>Recommended Language for Motion:</b> I move to approve Resolution No. 2716.		
<b>PROJECT / ISSUE RELATES TO:</b>		
<input checked="" type="checkbox"/> Council Goals/Priorities	<input checked="" type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable

### ISSUE BEFORE COUNCIL:

Whether or not to authorize the acquisition of an approximately 67,194 square foot commercial pad located in the Wil-Town-Cen Plat, adjoining the east side of Town Center Loop West. (“Property”).

### Resolution No. 2716 Staff Report

N:\City Recorder\Council Packets\2018 Council Packets\11.19.18 Council Packet\Res. 2716(a). Res. 2716 SR.docm

**EXECUTIVE SUMMARY:**

The Wil-Ton-Cen development consists of five pads, three of which have already been developed, a fourth that is being developed as an Eye Health Clinic, leaving Lot 1 the remaining parcel, still on the market.

Community Development staff have recommended the Property to City Council for acquisition. Staff foresees using the Property for the easterly landing of the anticipated I-5 Pedestrian Bridge and for other related public purposes in conjunction with the Town Center Master Plan.

City legal staff ordered an MAI appraisal of the Property. The appraised value was \$1,512,000 or \$22.50 a square foot. The Property owner had been asking \$25.00 a square foot. The City offered the appraised value and the Property owner, Town Center Investment LLC agreed to accept the City's offer.

The Purchase and Sale Agreement requires removal of certain restrictive covenants that might limit development as a condition of sale. City staff and the seller are working cooperatively to remove the exceptions from title within the next 90 days. If one or more of the objected to exceptions cannot be removed within that time period, the City has the option of buying the Property subject to the remaining exceptions or terminating the transaction. A Phase I Environmental Site Assessment was conducted and found no evidence of contamination. No further environmental testing was recommended.

**EXPECTED RESULTS:**

To enter into a Purchase and Sale Agreement for the Property in essentially the form attached hereto as **Exhibit B**.

**TIMELINE:**

It is anticipated that Closing will take place on or before February 15, 2019, barring any unforeseen issues or delay in removal of certain Restrictive Covenants.

**CURRENT YEAR BUDGET IMPACTS:**

\$1,512,000 purchase price, plus related closing costs and due diligence expenses

**FINANCIAL REVIEW / COMMENT:**

Reviewed by: CAR Date: 11/13/2018

A supplemental budget hearing is set for the December 3, 2018 meeting.

**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ Date: 11/6/2018

**COMMUNITY INVOLVEMENT PROCESS:**

N/A

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

Acquisition of the Property will provide an easterly landing location for the planned I-5 Pedestrian Bridge Project.

**ALTERNATIVES:**

Alternative is to not acquire this Property.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 2716
  - A. Exhibit A - Staff Report
  - B. Exhibit B - Purchase and Sale Agreement
  - C. Exhibit C – Property Map

**RESOLUTION NO. 2716**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING ACQUISITION OF REAL PROPERTY.**

WHEREAS, under and by virtue of the laws of the State of Oregon, the City of Wilsonville is duly authorized and empowered to acquire such real property as may be deemed necessary or beneficial for the public good; and

WHEREAS, a parcel of property located at Lot 1, Wil-Town-Cen, Town Center Loop West, Wilsonville, OR 97070 (“Lot 1”), has been on the market for sale by its owner (“Property”); and

WHEREAS, the City desires to acquire this Property, due to its location, for the siting of the East side landing of the planned I-5 Pedestrian Bridge Project (I-5 Bridge) and other related uses, as more particularly described in the Staff Report, attached hereto as **Exhibit A** and incorporated by reference herein; and

WHEREAS, staff obtained a professional appraisal of the Property in order to determine fair market value; and

WHEREAS, although listed for a higher amount, the seller is willing to sell the Property to the City for its appraised value of ONE MILLION FIVE HUNDRED TWELVE THOUSAND DOLLARS (\$1,512,000.00), subject to completion of due diligence by the City, as more particularly described in the Staff Report; and

WHEREAS, this acquisition is not included in the City’s 2018-19 adopted budget and a supplemental budget adjustment will therefore be needed; and

WHEREAS, the City’s Finance Director has identified Wilsonville Urban Renewal Agency Program Income funds available for the purchase of the Property, subject to an Urban Renewal resolution approving such expenditure, and to a the above described supplemental budget adjustment being made.

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

1. The acquisition of the Property, above described as Lot 1, is a desirable and strategic acquisition for the City that could support many public purposes, including as the anticipated east side landing site for the planned I-5 Bridge.

2. The Property is currently for sale by the owner, who has offered to reduce the price to match the appraised price to the City.

3. Subject to a supplemental budget adjustment being approved and passage of a resolution by the Wilsonville Urban Renewal Agency approving the purchase using Program Income funds, the City Manager or designee is authorized to enter into the Purchase and Sale Agreement with the property owner, in a form as substantially attached hereto as **Exhibit B**, for a purchase price of ONE MILLION FIVE HUNDRED TWELVE THOUSAND DOLLARS (\$1,512,000.00).

4. This Resolution is effective upon adoption.

ADOPTED by the City of Wilsonville at a regular meeting thereof this 19<sup>th</sup> day of November, 2018 and filed with the Wilsonville City Recorder this date.

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Tim Knapp, Mayor

ATTEST:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Starr

Councilor Stevens

Councilor Lehan

Councilor Akervall

Attachments:

- A. Exhibit A - Staff Report
- B. Exhibit B - Purchase and Sale Agreement
- C. Exhibit C – Property Map



**CITY COUNCIL MEETING  
STAFF REPORT**

<p><b>Meeting Date:</b> November 19, 2018</p>	<p><b>Subject: Resolution No. 2716</b> Acquisition of Wilsonville Town Center Lot 1 (Pad A) Property</p> <p><b>Staff Member:</b> Barbara Jacobson, City Attorney; Miranda Bateschell, Planning Manager; Zach Weigel, Capital Projects Engineering Manager</p> <p><b>Department:</b> Legal / Community Development</p>
<p><b>Action Required</b></p>	<p><b>Advisory Board/Commission Recommendation</b></p>
<p><input type="checkbox"/> Motion</p> <p><input type="checkbox"/> Public Hearing Date:</p> <p><input type="checkbox"/> Ordinance 1<sup>st</sup> Reading Date:</p> <p><input type="checkbox"/> Ordinance 2<sup>nd</sup> Reading Date:</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Information or Direction</p> <p><input type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Council Direction</p> <p><input 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><b>Comments:</b> N/A</p>
<p><b>Staff Recommendation:</b> Staff recommends City Council adopt Resolution No. 2716.</p>	
<p><b>Recommended Language for Motion:</b> I move to approve Resolution No. 2716.</p>	
<p><b>PROJECT / ISSUE RELATES TO:</b></p>	
<p><input checked="" type="checkbox"/> Council Goals/Priorities</p>	<p><input checked="" type="checkbox"/> Adopted Master Plan(s)</p>
<p><input type="checkbox"/> Not Applicable</p>	

**ISSUE BEFORE COUNCIL:**

Whether or not to authorize the acquisition of an approximately 67,194 square foot commercial pad located in the Wil-Town-Cen Plat, adjoining the east side of Town Center Loop West. (“Property”).

**EXECUTIVE SUMMARY:**

The Wil-Ton-Cen development consists of five pads, three of which have already been developed, a fourth that is being developed as an Eye Health Clinic, leaving Lot 1 the remaining parcel, still on the market.

Community Development staff have recommended the Property to City Council for acquisition. Staff foresees using the Property for the easterly landing of the anticipated I-5 Pedestrian Bridge and for other related public purposes in conjunction with the Town Center Master Plan.

City legal staff ordered an MAI appraisal of the Property. The appraised value was \$1,512,000 or \$22.50 a square foot. The Property owner had been asking \$25.00 a square foot. The City offered the appraised value and the Property owner, Town Center Investment LLC agreed to accept the City's offer.

The Purchase and Sale Agreement requires removal of certain restrictive covenants that might limit development as a condition of sale. City staff and the seller are working cooperatively to remove the exceptions from title within the next 90 days. If one or more of the objected to exceptions cannot be removed within that time period, the City has the option of buying the Property subject to the remaining exceptions or terminating the transaction. A Phase I Environmental Site Assessment was conducted and found no evidence of contamination. No further environmental testing was recommended.

**EXPECTED RESULTS:**

To enter into a Purchase and Sale Agreement for the Property in essentially the form attached hereto as **Exhibit B**.

**TIMELINE:**

It is anticipated that Closing will take place on or before February 15, 2019, barring any unforeseen issues or delay in removal of certain Restrictive Covenants.

**CURRENT YEAR BUDGET IMPACTS:**

\$1,512,000 purchase price, plus related closing costs and due diligence expenses

**FINANCIAL REVIEW / COMMENT:**

Reviewed by: CAR Date: 11/13/2018

A supplemental budget hearing is set for the December 3, 2018 meeting.

**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ Date: 11/6/2018

**COMMUNITY INVOLVEMENT PROCESS:**

N/A

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

Acquisition of the Property will provide an easterly landing location for the planned I-5 Pedestrian Bridge Project.

**ALTERNATIVES:**

Alternative is to not acquire this Property.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 2716
  - A. Exhibit A - Staff Report
  - B. Exhibit B - Purchase and Sale Agreement
  - C. Exhibit C – Property Map

## PURCHASE AND SALE AGREEMENT

Seller: Town Center Investments, LLC  
29100 SW Town Center Loop West, Suite 140  
Wilsonville, OR 97070

Buyer: City of Wilsonville, Oregon  
29799 SW Town Center Loop East  
Wilsonville, OR 97070

Dated: November \_\_\_\_\_, 2018

1. **Purchase and Sale.** Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the real property located at Lot 1, Wilsonville Town Center, SW Town Center Loop West, Wilsonville, Oregon 97070, Map and Tax Lot No. 3S-1W-14D 226, Clackamas County, Oregon (“Property”). The Property consists of approximately 1.54 acres of land, legally described on **Exhibit A**.

2. **Purchase Price.** The Purchase Price for the Property will be **One Million Five Hundred Twelve Thousand Dollars (\$1,512,000)** (the “Purchase Price”).

3. **Due Diligence Contingencies.** Buyer shall have the right to enter the Property, upon reasonable notice to Seller, to conduct the following “Due Diligence Contingencies” during the Due Diligence periods set forth below:

(a) Buyer shall be entitled to conduct a Phase 1 environmental assessment of the Property and, if recommended by the Phase 1, a Phase 2 follow-up study. The Phase 1 must be completed within forty-five (45) days of the date of final execution of this Agreement. If a Phase 2 is recommended and pursued, the Due Diligence Period for environmental assessment will be extended to ninety (90) days from the date of the Phase 1 report. Seller will be entitled to a copy of the Phase 1 report and the Phase 2 report, if a Phase 2 report is generated.

(b) Buyer shall be entitled to, but not obligated to, survey the Property within a sixty (60) day Due Diligence period. If a survey is conducted, a copy of the survey will be provided to Seller.

(c) Buyer shall have a ninety (90) day Due Diligence Period to seek and obtain releases of the Property from the Declaration and Grant of Restrictive Covenants, dated November 1, 2007, Recording No. 2007-095506, and the Planned Business Community Declaration for Wilsonville Town Center Property, dated February 14, 1992, Recording No. 92-08575, and all amendments and Supplemental Declarations thereto. If Buyer is not able to obtain such release or obtain satisfactory assurances that its intended use of the Property as a bridge landing and associated public amenities is acceptable to the Declarant now in control, the City may elect not to purchase the Property within that ninety (90) day period.

(c) Seller shall complete the statutory Seller's Property Disclosure Statement, attached hereto as **Exhibit B** and incorporated by reference herein, and provide it to Buyer within three (3) business days of the date of this Agreement so that it may be utilized by the various inspectors performing their inspections.

4. **Earnest Money.** Within three (3) days after execution of this Agreement, Buyer will deliver to the Escrow Agent the sum of ONE HUNDRED THOUSAND DOLLARS (**\$100,000**) in the form of a promissory note. If Buyer is satisfied with the results of all of the Due Diligence Contingencies listed above, Buyer will convert the Promissory Note to cash, to be delivered to the Escrow Agent within three (3) business days of Buyer's acceptance of Due Diligence results. This sum comprises the Earnest Money. The Earnest Money shall be applied to the payment of the Purchase Price for the Property at Closing. Any interest earned on the Earnest Money shall be considered part of the Earnest Money. The Earnest Money shall be returned to Buyer in the event any condition of Buyer's obligation to purchase the Property shall fail to be satisfied or waived through no fault of Buyer.

5. **Permitted Title Exceptions.** Within ten (10) days after the Execution Date, Buyer shall have obtained an updated preliminary title report from the title company (the "Preliminary Report"), together with all copies of all documents shown therein as exceptions to title, showing the status of Seller's title to the Property. Buyer shall have ten (10) days after receipt of a copy of the Preliminary Report within which to give notice in writing to Seller of any disapproval of any exceptions set forth in the Preliminary Report. Within ten (10) days after the date of such notice from Buyer, Seller shall give Buyer written notice of whether Seller is willing and able to remove the disapproved exceptions. Within ten (10) days after the date of such notice from Seller, Buyer shall elect by notice to Seller to either (i) purchase the Property subject to the disapproved exceptions that Seller is not willing or able to remove, or (ii) terminate this Agreement and receive a refund of the Earnest Money. On or before the Closing Date, Seller shall have removed all Buyer disapproved exceptions that Seller agreed Seller is willing and able to remove; provided, however, if Seller is unable to remove any disapproved exceptions that Seller has agreed to remove through no fault of Seller, Buyer may terminate this Agreement and receive a refund of the Earnest Money. Those exceptions Buyer does not object to are referred to as the "Permitted Exceptions."

6. **Representations and Warranties.** Seller represents and warrants to Buyer that:

(a) The Property is not in violation of any agreements, covenants, conditions, or restrictions affecting the Property.

(b) Seller has received no notice from any governmental agency having jurisdiction in the matter of any violation of any statute, law, ordinance, deed restriction, or rules or regulations with respect to the existence, construction, maintenance, or operation of the Property.

(c) Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code of 1986, and at Closing Seller shall deliver a certification to this effect to Buyer.

(d) There are currently no known underground storage tanks located on the Property. Seller has no knowledge of any underground storage tank located on the Property, unless otherwise set forth in Seller's Property Disclosure Statement.

(e) During Seller's ownership of the Property there have been no releases, disposals, or burials of any Hazardous Substance on the Property and Seller knows of no prior release, disposal, or burial of any Hazardous Substance on the Property. As used herein "Hazardous Substance" shall mean any and all substances defined or designated as hazardous, toxic, radioactive, dangerous, or regulated wastes or materials, or any other similar term in or under any applicable Environmental Laws. Hazardous Substance shall also include fuels, petroleum, and petroleum-derived products. "Environmental Laws" shall mean any and all federal, State of Oregon, and local laws, regulations, rules, permit terms, codes, and ordinances now or hereafter in effect, as the same may be amended from time to time, and applicable decision law, which govern materials, substances, regulated wastes, emissions, pollutants, animals or plants, noise, or products and/or relate to the protection of health, natural resources, safety, or the environment.

(f) There are no actions, claims, or proceedings pending or, to Seller's knowledge, threatened by any party against Seller in connection with the Property or against the Property, nor to Seller's knowledge is there any basis for any such action or proceeding.

(g) At the Closing Date, there will be no unpaid or deferred property taxes (including but not limited to deferred farm or forest).

(h) Seller is the sole owner of the Property and has the sole legal power, right, and authority to enter into this Agreement and to consummate the transactions contemplated herein.

(i) The foregoing representations and warranties are true and correct as of the date of this Agreement and shall be true and correct at Closing. These representations and warranties shall survive the Closing and be fully enforceable thereafter.

**7. Buyer's Representations and Warranties.** Buyer represents and warrants to Seller:

(a) Buyer has all requisite power and authority to execute and deliver this Agreement and the documents to be executed at Closing or otherwise in accordance with the terms of this Agreement, and this Agreement is valid and binding on Buyer in accordance with its terms.

(b) Neither the entering into this Agreement nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by Buyer of any judgment, order, writ, injunction, or decree issued against or imposed upon it, or result in a violation of any applicable law, order, rule, or regulation of any governmental authority.

(c) The foregoing representations and warranties are true and correct as of the date of this Agreement and shall be true and correct at Closing. These representations and warranties shall survive the Closing and be fully enforceable thereafter.

8. **Condition of the Property.** Buyer agrees the Property is being sold and conveyed by Seller and accepted by Buyer without any representation or warranty by Seller except as expressly set forth in this Agreement. Except as otherwise specified in this Agreement, Buyer hereby acknowledges and agrees that Buyer shall rely solely upon the inspection, examination, and evaluation of the Property by Buyer or its representative(s). In the event of the purchase and sale of the Property hereunder, Seller shall sell the Property to Buyer, and Buyer shall accept the Property from Seller, in the condition “As Is”, “Where Is”, and “With All Faults”. Buyer acknowledges that, except as otherwise expressly set forth in this Agreement, Seller makes no warranty or representation with respect to the quality, physical condition, or value of the Property, the Property’s habitability, suitability, merchantability, or fitness for a particular purpose.

9. **Operation Through the Closing Date.** From and after the execution date of this Agreement, through and including the Closing Date, Seller, at Seller’s sole cost and expense, shall (a) keep all existing insurance policies affecting the Property in full force and effect; (b) continue to operate, manage, and maintain the Property in such condition so that the Property shall be in substantially the same condition on the Closing Date as on the execution date, reasonable wear and tear expected; (c) not subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights of way, or similar matters without the prior written consent of Buyer; and (d) not make any alterations to the Property except in the ordinary course of business.

10. **Closing, Escrow, Prorates.** If the Due Diligence Contingencies described in **Section 3** have been timely satisfied or waived by Buyer, the purchase and sale of the Property shall close as soon as practical, but no more than 15 days from expiration or satisfaction of Due Diligence periods as set for in **Section 3** (referenced herein as “Closing Date” or “Closing”). The transaction shall close in escrow at Fidelity National Title, 5400 Meadows Rd., Lake Oswego, OR 97035 (“Escrow Agent”). Prior to the Closing Date, each party will deposit with the Escrow Agent the funds, documents, and instructions necessary for Closing. The cost of the escrow shall be shared equally between Buyer and Seller, per standard escrow protocol. Current real property taxes on the Property will be prorated between the parties as of the Closing Date. Seller shall pay all deferred taxes, if any. Buyer shall be entitled to possession of the Property on the Closing Date. Seller will provide Buyer at Closing with a Statutory Warranty Deed and will purchase an Owner’s Policy of Title Insurance for Buyer, with Buyer named as the insured. If Buyer surveys the Property and wishes to purchase extended title insurance coverage, Seller shall only be required to pay the cost of a standard title insurance policy, and Buyer shall pay the additional premium for extended coverage. The Escrow Agent shall collect and pay all taxes owed on the Property at Closing. Further escrow instructions may be provided by either party to the Escrow Agent.

11. **Broker.** Both Buyer and Seller represent to each other that no broker has been involved in this transaction. Seller has acknowledged that a broker was involved and that listing has long expired but, should there be a brokerage claim, Seller will be solely responsible and will indemnify Buyer therefrom.

12. **Voluntary Sale and Purchase Price.** Seller acknowledges that this is a voluntary sale and the Purchase Price is just and full compensation for this transaction and that the Purchase Price is based upon two appraisals performed by an appraiser retained by Buyer and an appraiser retained by Seller and is equal to a negotiated amount based on the two appraisals.

13. **Default.**

(a) In the event Buyer is obligated to pay the Purchase Price and fails to do so, then Seller, as Seller's sole remedy, shall be entitled to retain the Earnest Money deposited by Buyer (and all interest earned thereon) as liquidated damages.

(b) In the event Seller is obligated to convey the Property to Buyer but fails to do so, then Buyer, as Buyer's sole remedy, shall be entitled to either: (i) a return of the Earnest Money deposited by Buyer (and all interest earned thereon), or (ii) seek specific performance of this Agreement.

14. **Assignment.** This Agreement may not be assigned or transferred by Buyer at any time without the prior written consent of Seller, which consent may not be unreasonably withheld.

15. **General and Miscellaneous Provisions.**

(a) **Prior Agreements.** This instrument is the entire, final, and complete agreement of the parties pertaining to the sale and purchase of the Property, and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as the Property is concerned. Neither party shall be bound by any promises, representations, or agreements, except as are herein expressly set forth.

(b) **Time is of the Essence.** Time is expressly made of the essence of each provision of this Agreement.

(c) **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, postage prepaid, addressed to the addresses set forth below with the names of the parties on the first page hereof, or to such other address as one party may indicate by written notice to the other party.

If notice is given to Seller, it shall be addressed as follows:

Town Center Investments, LLC  
Attn: Susan Myers  
29100 SW Town Center Loop West, Suite 140  
Wilsonville, OR 97070

with copy to: Susan Myers, General Manager  
Capital Realty  
29100 SW Town Center Loop West, Suite 300A  
Wilsonville, OR 97070

If notice is given to Buyer, it shall be addressed as follows:

City of Wilsonville  
Attn: Capital Projects Engineering Manager  
29799 SW Town Center Loop E  
Wilsonville, Oregon 97070

with a copy to: City of Wilsonville  
Attn: City Attorney  
29799 SW Town Center Loop E  
Wilsonville, Oregon 97070

The addresses or contacts set forth above may be changed by notice given in accordance with the terms of this Section.

(d) **Nonwaiver.** Failure by either party at any time to require performance by the other party of any of the provisions hereof 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.

(e) **No Merger.** The obligations set forth in this Agreement shall not merge with the transfer or conveyance of title to the Property but shall remain in effect until fulfilled.

(f) **Amendments.** This Agreement may be amended, modified, or extended without new consideration, but only by written instrument executed by both parties.

(g) **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon. Venue for any proceeding shall be in Clackamas County, Oregon.

(h) **Attorney Fees.** In the event of a suit, action, arbitration, or other proceeding of any nature whatsoever, including, without limitation, any proceeding under the U.S. Bankruptcy Code, instituted to interpret or enforce any provision of this Agreement, or with respect to any dispute relating to this Agreement, including, without limitation, any action in which a declaration of rights is sought or an action for rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys, paralegals, accountants, and other experts fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial or arbitration, as the case may be, or on any appeal or review, in addition to all other amounts provided by law. This provision shall cover costs and attorney fees related to or with respect to proceedings in Federal Bankruptcy Courts, including those related to issues unique to bankruptcy law.

(i) **Severability.** If any portion of this Agreement shall be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

(j) **Counting of Days.** 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. The last day of the period so computed shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or legal holiday.

(k) **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.

(l) **Recording.** Upon request of either party, the parties shall execute, in a form sufficient for recording, a memorandum of this Agreement, which may be recorded at the expense of the party requesting the same.

(m) **Binding Effect.** The covenants, conditions, and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties hereto.

(n) **Execution in Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement.

16. **1031 Exchange.** Seller shall have the right to convey all or a portion of the Property in exchange for real property or properties of like kind pursuant to Section 1031 of the Internal Revenue Code, either in a simultaneous exchange or in a deferred exchange. Buyer agrees to cooperate with Seller in effecting such an exchange and, if requested by Seller, Buyer shall execute any exchange agreement reasonably requested by Seller and consistent with the above. Buyer shall not be required to take title to any property, incur any costs, or be subject to any liability whatsoever in connection with such cooperation.

17. **Authority.** This Purchase and Sale Agreement is subject to final authorization and approval by the City Council of the City of Wilsonville and the Board of Commissioners of Washington County.

18. **Zoning and Land Use.** THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A

RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

**SELLER:**

**BUYER:**

TOWN CENTER INVESTMENTS, LLC

CITY OF WILSONVILLE

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

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

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

Bryan Cosgrove

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

As Its: City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Barbara A. Jacobson, City Attorney

**EXHIBIT "A"**  
Legal Description

Lot 1, WIL-TOWN-CEN, in the City of Wilsonville, County of Clackamas and State of Oregon, according to the plat Recorded November 9, 2006 as Document No. 2006-104276.

**SELLER'S PROPERTY DISCLOSURE STATEMENT**  
**NOT A WARRANTY (ORS 105.464)**

If required under ORS 105.465, a seller shall deliver in substantially the following form the seller's property disclosure statement to each buyer who makes a written offer to purchase real property in this state:

***INSTRUCTIONS TO THE SELLER***

Please complete the following form. Do not leave any spaces blank. Please refer to the line number(s) of the question(s) when you provide your explanation(s). If you are not claiming an exclusion or refusing to provide the form under ORS 105.475(4), you should date and sign each page of this disclosure statement and each attachment.

Each seller of residential property described in ORS 105.465 must deliver this form to each buyer who makes a written offer to purchase. Under ORS 105.475(4), refusal to provide this form gives the buyer the right to revoke their offer at any time prior to closing the transaction. Use only the section(s) of the form that apply to the transaction for which the form is used. If you are claiming an exclusion under ORS 105.470, fill out only Section 1.

An exclusion may be claimed only if the seller qualifies for the exclusion under the law. If not excluded, the seller must disclose the condition of the property or the buyer may revoke their offer to purchase any time prior to closing the transaction. Questions regarding the legal consequences of the seller's choice should be directed to a qualified attorney.

**Section 1. EXCLUSION FROM ORS 105.462 TO 105.490** *(Do not fill out this section unless you are claiming an exclusion under ORS 105.470.)*

You may claim an exclusion under ORS 105.470 only if you qualify under the statute. If you are not claiming an exclusion, you must fill out Section 2 of this form completely. *Initial only the exclusion you wish to claim:*

\_\_\_\_\_ This is the first sale of a dwelling never occupied. The dwelling is constructed or installed under building or installation permit(s) # \_\_\_\_\_, issued by \_\_\_\_\_.

\_\_\_\_\_ This sale is by a financial institution that acquired the property as custodian, agent, or trustee, or by foreclosure or deed in lieu of foreclosure.

\_\_\_\_\_ The seller is a court appointed receiver, personal representative, trustee, conservator, or guardian.

\_\_\_\_\_ This sale or transfer is by a governmental agency.

\_\_\_\_\_  
Signature(s) of Seller claiming exclusion

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

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

\_\_\_\_\_  
Signature(s) of Seller claiming exclusion

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

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

\_\_\_\_\_  
Buyer(s) to acknowledge Seller's claim

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

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

\_\_\_\_\_  
Buyer(s) to acknowledge Seller's claim

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

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

**Section 2. SELLER’S PROPERTY DISCLOSURE STATEMENT** (If you did not claim an exclusion in Section 1, you must fill out this section.)

NOTICE TO THE BUYER: THE FOLLOWING REPRESENTATIONS ARE MADE BY THE SELLER(S) CONCERNING THE CONDITION OF THE PROPERTY LOCATED AT: Tax lots 03S01W14A1800 and 03S01W14A1900 (“THE PROPERTY”).

DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE BASIS OF SELLER’S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME OF DISCLOSURE. BUYER HAS FIVE DAYS FROM THE SELLER’S DELIVERY OF THIS SELLER’S DISCLOSURE STATEMENT TO REVOKE BUYER’S OFFER BY DELIVERING BUYER’S SEPARATE SIGNED WRITTEN STATEMENT OF REVOCATION TO THE SELLER DISAPPROVING THE SELLER’S DISCLOSURE STATEMENT, UNLESS BUYER WAIVES THIS RIGHT AT OR PRIOR TO ENTERING INTO A SALE AGREEMENT.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY, BUYER IS ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF A QUALIFIED SPECIALIST TO INSPECT THE PROPERTY ON BUYER’S BEHALF, INCLUDING, FOR EXAMPLE, ONE OR MORE OF THE FOLLOWING: ARCHITECTS, ENGINEERS, PLUMBERS, ELECTRICIANS, ROOFERS, ENVIRONMENTAL INSPECTORS, BUILDING INSPECTORS, CERTIFIED HOME INSPECTORS, OR PEST AND DRY ROT INSPECTORS.

Seller  is  is not occupying the property.

**SELLER’S REPRESENTATIONS:**

The following are representations made by the seller and are not the representations of any financial institution that may have made or may make a loan pertaining to the property, or that may have or take a security interest in the property, or any real estate licensee engaged by the seller or the buyer. *\*If you mark yes on items with \*, attach a copy or explain on an attached sheet.*

**I. TITLE**

- A. Do you have legal authority to sell the property?  Yes  No  Unknown
- \*B. Is title to the property subject to any of the following:
  - (1) First right of refusal  Yes  No  Unknown
  - (2) Option  Yes  No  Unknown
  - (3) Lease or rental agreement  Yes  No  Unknown
  - (4) Other listing  Yes  No  Unknown
  - (5) Life estate  Yes  No  Unknown
- \*C. Is the property being transferred an unlawfully established unit of land?  Yes  No  Unknown
- \*D. Are there any encroachments, boundary agreements, boundary disputes, or recent boundary changes?  Yes  No  Unknown
- \*E. Are there any rights of way, easements, licenses, access limitations, or claims that may affect your interest in the property?  Yes  No  Unknown
- \*F. Are there any agreements for joint maintenance of an easement or right of way?  Yes  No  Unknown
- \*G. Are there any governmental studies, designations, zoning overlays, surveys, or notices that would affect the property?  Yes  No  Unknown
- \*H. Are there any pending or existing governmental assessments against the property?  Yes  No  Unknown
- \*I. Are there any zoning violations or nonconforming uses?  Yes  No  Unknown
- \*J. Is there a boundary survey for the property?  Yes  No  Unknown
- \*K. Are there any covenants, conditions, restrictions, or private assessments that affect the property?  Yes  No  Unknown
- \*L. Is the property subject to any special tax assessment or tax treatment that may result in levy of additional taxes if the property is sold?  Yes  No  Unknown

II. WATER

A. Household Water:

(1) The source of the water is (check ALL that apply):

- Public
- Community
- Private
- Other: \_\_\_\_\_

(2) Water source information:

- \*a. Does the water source require a water permit?  Yes  No  Unknown  
If yes, do you have a permit?  Yes  No
- b. Is the water source located on the property?  Yes  No  Unknown  
\*If not, are there any written agreements for a shared water source?  Yes  No  Unknown  N/A
- \*c. Is there an easement (recorded or unrecorded) for your access to or maintenance of the water source?  Yes  No  Unknown
- d. If the source of water is from a well or spring, have you had any of the following in the past 12 months?  Yes  No  Unknown  N/A  
 Flow test  Bacteria test  Chemical contents test
- \*e. Are there any water source plumbing problems or needed repairs?  Yes  No  Unknown

(3) Are there any water treatment systems for the property?

- Leased
- Owned

Yes  No  Unknown

B. Irrigation:

- (1) Are there any water rights or other irrigation rights for the property?  Yes  No  Unknown
- \*(2) If any exist, has the irrigation water been used during the last five-year period?  Yes  No  Unknown  N/A
- \*(3) Is there a water rights certificate or other written evidence available?  Yes  No  Unknown  N/A

C. Outdoor Sprinkler System:

- (1) Is there an outdoor sprinkler system for the property?  Yes  No  Unknown
- (2) Has a back flow valve been installed?  Yes  No  Unknown  N/A
- (3) Is the outdoor sprinkler system operable?  Yes  No  Unknown  N/A

III. SEWAGE SYSTEM

- A. Is the property connected to a public or community sewage system?  Yes  No  Unknown
- B. Are there any new public or community sewage systems proposed for the property?  Yes  No  Unknown
- C. Is the property connected to an on-site septic system?  Yes  No  Unknown  
(1) If yes, when was the system installed? \_\_\_\_\_  Unknown  N/A  
\*(2) If yes, was the system installed by a permit?  Yes  No  Unknown  N/A  
\*(3) Has the system been repaired or altered?  Yes  No  Unknown  
\*(4) Has the condition of the system been evaluated and a report issued?  Yes  No  Unknown  
(5) Has the septic tank ever been pumped?  Yes  No  Unknown  
If yes, when? \_\_\_\_\_  N/A  
(6) Does the system have a pump?  Yes  No  Unknown  
(7) Does the system have a treatment unit such as a sand filter or an aerobic unit?  Yes  No  Unknown  
\*(8) Is a service contract for routine maintenance required for the system?  Yes  No  Unknown  
(9) Are all components of the system located on the property?  Yes  No  Unknown
- \*D. Are there any sewage system problems or needed repairs?  Yes  No  Unknown
- E. Does your sewage system require on-site pumping to another level?  Yes  No  Unknown

IV. COMMON INTEREST

A. Is there a Home Owners' Association or other governing entity?  Yes  No  Unknown

Name of Association or Other Governing Entity: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_

B. Regular periodic assessments: \$ \_\_\_\_\_  
per  Month  Year  Other: \_\_\_\_\_

- \*C. Are there any pending or proposed special assessments?  Yes  No  Unknown
- D. Are there shared "common areas" or joint maintenance agreements for facilities like walls, fences, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others?  Yes  No  Unknown
- E. Is the Home Owners' Association or other governing entity a party to pending litigation or subject to an unsatisfied judgment?  Yes  No  Unknown  N/A
- F. Is the property in violation of recorded covenants, conditions, and restrictions or in violation of other bylaws or governing rules, whether recorded or not?  Yes  No  Unknown  N/A

V. GENERAL

- A. Are there problems with settling, soil, standing water, or drainage on the property or in the immediate area?  Yes  No  Unknown
- B. Does the property contain fill?  Yes  No  Unknown
- C. Is there any material damage to the property or any of the structure(s) from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?  Yes  No  Unknown
- D. Is the property in a designated floodplain?  Yes  No  Unknown
- E. Is the property in a designated slide or other geologic hazard zone?  Yes  No  Unknown
- \*F. Has any portion of the property been tested or treated for asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel, or chemical storage tanks or contaminated soil or water?  Yes  No  Unknown
- G. Are there any tanks or underground storage tanks (e.g., septic, chemical, fuel, etc.) on the property?  Yes  No  Unknown
- H. Has the property ever been used as an illegal drug manufacturing or distribution site?  
\*If yes, was a Certificate of Fitness issued?  Yes  No  Unknown
- \*I. Has the property been classified as forestland-urban interface?  Yes  No  Unknown

VI. FULL DISCLOSURE BY SELLERS

\*A. Are there any other material defects affecting this property or its value that a prospective buyer should now about?  
 Yes  No  
\*If yes, describe the defect on attached sheet and explain the frequency and extent of the problem and any insurance claims, repairs, or remediation.

B. Verification: The foregoing answers and attached explanations (if any) are complete and correct to the best of my/our knowledge and I/we have received a copy of this disclosure statement. I/we authorize my/our agents to deliver a copy of this disclosure statement to all prospective buyers of the property or their agents.

SELLER: TOWN CENTER INVESTMENTS, LLC,  
an Oregon limited liability company

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

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

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

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

**BUYER’S ACKNOWLEDGEMENT**

- A. As buyer(s), I/we acknowledge the duty to pay diligent attention to any material defects that are known to me/us or can be known by me/us by utilizing diligent attention and observation.
- B. Buyer acknowledges and understands that the disclosures set forth in this statement and in any amendments to this statement are made only by the seller and are not the representations of any financial institution that may have made or may make a loan pertaining to the property, or that may have or take a security interest in the property, or of any real estate licensee engaged by the seller or buyer. A financial institution or real estate licensee is not bound by and has no liability with respect to any representation, misrepresentation, omission, error, or inaccuracy contained in another party’s disclosure statement required by this section or any amendment to the disclosure statement.
- C. Buyer (which term includes all persons signing the “buyer’s acknowledgement” portion of this disclosure statement below) hereby acknowledges receipt of a copy of this disclosure statement (including attachments, if any) bearing seller’s signature(s).

DISCLOSURES, IF ANY, CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE BASIS OF SELLER’S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME OF DISCLOSURE. IF THE SELLER HAS FILLED OUT SECTION 2 OF THIS FORM, YOU, THE BUYER, HAVE FIVE DAYS FROM THE SELLER’S DELIVERY OF THIS DISCLOSURE STATEMENT TO REVOKE YOUR OFFER BY DELIVERING YOUR SEPARATE SIGNED WRITTEN STATEMENT OF REVOCATION TO THE SELLER DISAPPROVING THE SELLER’S DISCLOSURE UNLESS YOU WAIVE THIS RIGHT AT OR PRIOR TO ENTERING INTO A SALE AGREEMENT.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS SELLER’S PROPERTY DISCLOSURE STATEMENT.

BUYER: CITY OF WILSONVILLE

By: \_\_\_\_\_ Date: \_\_\_\_\_  
           Bryan Cosgrove  
 As Its: City Manager

Agent receiving disclosure statement on buyer’s behalf to sign and date:

\_\_\_\_\_  
 Real Estate Licensee’s Signature  
 Print Name: \_\_\_\_\_

\_\_\_\_\_  
 Real Estate Business Name

Date received by agent: \_\_\_\_\_

*After recording, return to:*  
City of Wilsonville  
Attn: City Attorney  
29799 SW Town Center Loop East  
Wilsonville OR 97070

**FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS  
(Removal and Release of Lot 1)**

This is the First Amendment to the Declaration and Grant of Restrictive Covenants, dated November 1, 2007, and recorded under Recording No. 2007-095506 in the records of Clackamas County, Oregon. This First Amendment is made by **Town Center Investments LLC**, an Oregon limited liability company (“TCI”), and **29100 Town Center, LLC**, an Oregon limited liability company (“29100 Town Center”), effective the \_\_\_\_\_ day of November, 2018.

**RECITALS**

A. WHEREAS, the above-named TCI and 29100 Town Center (collectively, the “Parties”) entered into the above-referenced Declaration of Restrictive Covenants (“Declaration”), as described above, and the Parties now wish to amend the Declaration to remove and exclude Lot 1, as described in the Declaration, from the Declaration and to forever remove the restrictive covenants from Lot 1 so that the title exception for the Declaration will be removed from title to Lot 1; and

B. WHEREAS, Wilsonville is purchasing Lot 1 in furtherance of its updated Master Plan for Town Center and may use it for a purpose not currently allowed under the Declaration; therefore, removal of the restrictive covenants is being done as a condition of and in consideration of the sale of Lot 1 to the City of Wilsonville;

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated into this First Amendment to the Declaration and Grant of Restrictive Covenants (“First Amendment”), and for good and valuable consideration, the receipt of which is acknowledged by the Parties, the Parties hereby agree as follows:

**AGREEMENT**

1. In consideration of and as a condition of the sale of Lot 1 to the City of Wilsonville, legally described on **Exhibit A**, attached hereto and incorporated by reference herein, the Parties agree that the restrictive covenants shall be removed from Lot 1 and shall not impact the use, development, or any other aspect of Lot 1 in any way.





ACCEPTED AND AGREED TO:

CITY OF WILSONVILLE

By: \_\_\_\_\_  
Bryan Cosgrove  
As Its: City Manager

STATE OF OREGON        )  
                                          ) ss.  
County of Clackamas    )

This instrument was acknowledged before me on \_\_\_\_\_, 2018,  
by Bryan Cosgrove, as City Manager of the City of Wilsonville.

\_\_\_\_\_  
Notary Public – State of Oregon

APPROVED AS TO FORM:

\_\_\_\_\_  
Barbara A. Jacobson, City Attorney

APPROVED AS TO LEGAL DESCRIPTION:

\_\_\_\_\_  
M. Patty Nelson, P.E., City Engineer

**EXHIBIT "A"**  
Legal Description

Lot 1, WIL-TOWN-CEN, in the City of Wilsonville, County of Clackamas and State of Oregon, according to the plat Recorded November 9, 2006 as Document No. 2006-104276.





# OCTOBER 2018 MONTHLY REPORT

## From The Director's Office

We welcomed Patty Nelson as our new City Engineer. She began her career at ODOT, continued it in consulting and then at the City of Portland Bureau of Environment Services.

We reached very exciting milestones on two Council goals:

- City-Wide Wayfinding—Chris Neamtzu brought the plan to the Planning Commission in a work session this month. They will continue to review the plan over the next two months to prepare for Council consideration in early 2019.
- Coffee Creek Industrial Area—The funding strategy is shaping up for Garden Acres Road. If a state loan becomes a reality, it will be possible to start construction next year. We consider the project to be the primary catalyst to attract the development of new jobs in the area.

The Engineering Division put the finishing touches on the last of the three Wilsonville Road interchange congestion improvements—the lanes have been reconfigured at the signalized Fred Meyer entrance.

Next, drum roll, please. The American Planning Association—Oregon Chapter honored our Planning Division with the Public Involvement and Participation Award at their fall conference in Bend. The award recognizes the outstanding public involvement the project team undertook for the Town Center Plan.

To top off the month, CD enjoyed lots of Halloween fun. Thanks to our HR department for organizing the costume contest!

–Nancy Kraushaar, PE,  
Director



## Building Division

### A Change in Building Codes



The International Code Council (ICC) is a non-profit organization with over 58,000 members. ICC develops consensus based building codes that are widely adopted in the US and across the world.

ICC publishes a family of 15 construction code books that are based on construction disciplines such as Building, Mechanical, Plumbing, etc. These codes are on a three-year rotation or code change cycle. They are also the backbone or base model codes that are eventually adopted here in Oregon by the State Building Codes Division. The process of changing the ICC codes can be boiled down to the following key steps:

1. **Submit a Code Change:** Anyone can propose a code change by completing a code change proposal and providing supporting documents through ICC's website.
2. **Committee Action:** Each code change is assigned to a technical committee made up of industry experts and government code officials. The committee reviews the proposal and recommends a "committee action".
3. **Public Hearings:** Each code change that receives a committee action goes to a public hearing. This hearing is free and open to the public and anyone can testify in support or opposition to the committee's action for approval or disapproval of the code change. At the hearing, only government ICC members in attendance can vote to send proposed code changes to the "final vote". The photo below shows the public hearings attended October 24-27 by Building Official Dan Carlson and Building Lead Worker Melissa Gitt in Richmond, Virginia.



4. **Final Governmental Vote:** Shortly after the public hearings, online voting begins from November 15-30, 2018. Online voting can only be done by government members to avoid industry influences and stacking code changes. The number of votes each jurisdiction receives is based on population. Wilsonville has 4 votes possible. A large city like Portland has 12 votes.

During the public hearings, hundreds of industry experts and code officials from across the US weigh in on various proposals. It's fascinating to see how our building codes are created and to hear the reasons for their necessity. Back home, this helps our staff have an in-depth perspective when working with customers to find creative solutions that meet the intent of the code, while still providing a high degree of building safety. Exposure to the code change process also provides an incredible opportunity to network with top-tier experts and enhances our own expertise at a local level.

## Building Division

Dan and Melissa had the opportunity to vote on roughly 345 code changes using iPods that were loaded with ICC's voting app. Each vote was open for 15 seconds, after which, the voting closed and results were immediately broadcast. In the screen shot below you can see how Dan voted on a particular code change related to Cross Laminated Timbers.



Speaking of which, perhaps the most notable and spirited code changes centered on Cross Laminated Timbers (CLT's) and new codes that allow high-rises (up to 18 stories) to be built from them. CLT's are basically 2"x 6" or larger boards, glued and sandwiched together in an alternating cross-hatch pattern. CLT's look like plywood on steroids and they come in all different sizes. A 12 inch thick by 8 foot wide by 60 foot long CLT beam is ultra-strong and can make up the floors, walls, and ceilings of a structure. There are numerous advantages to using CLT's. Aside from their strength, they present significant advantages in speeding up the construction cycle and are environmentally friendly. There are also numerous concerns with allowing this material which include fire resistance, structural connections, firefighting challenges, long-term durability, insect infestation, and others.

At the hearings, the debates for and against CLT codes went on for hours. Ultimately CLT's received a recommendation for approval. A final governmental member vote in November will decide if they become part of our future 2021 International Building Code. The good news for Oregon is we don't have to wait. Oregon has been on the cutting edge of this technology for several years and already has statewide alternative codes in place to allow the use of CLT's.

In conclusion, it's important for staff to stay involved and engaged in the national and state code development processes so we can facilitate the development of projects that wish to utilize the latest in technology, new materials, and methods of construction. Our goal is to ensure the buildings in Wilsonville are constructed to minimum building safety and energy efficiency standards through a timely and predictable approval process. And that's what we're looking at.



## Economic Development

- **Coffee Creek Industrial Area Outreach**

- **TIF Zones**

- Council passed resolution on October 15 extending the termination date of the TIF Zone incentive package for three sites in Wilsonville by one year to allow for further analysis of potential changes to facilitate high-value development. The incentive program is designed to convert under-utilized industrial warehouses into higher-value manufacturing facilities.

- **Coffee Creek Industrial Area**

- Development: Industrial developer seeks to acquire 40 acres of land west of Garden Acres in Coffee Creek Industrial Area for a 700,000 square foot speculative industrial development. City met with State and developer on October 29 to discuss terms for financing construction to the Garden Acres Road project.

- **Business Recruitment**

- Local senior living real estate company looking for 3-4 acres in Wilsonville for expansion of their HQ offices which could support up to 200 professional jobs.

- **Town Center Plan**

- The Town Center team hosted a successful Economic Summit Panel on October 11 to provide an update to the business community on financial feasibility and future development options in Town Center. We had participation from over 50 businesses and a lot of great energy and buzz in the room!
  - Panel Moderator: Alex Dupey, Northwest Director of Planning Services, MIG
  - Panelist: Fred Bruning, CEO, CenterCal Properties
  - Panelist: Leila Aman, Development Manager, City of Milwaukie
  - Panelist: Lloyd Purdy, VP of Regional Competitiveness, Greater Portland Inc.
  - Panelist: Rebecca Kennedy, Long Range Planning Manager, City of Vancouver
  - Panelist: Chris Zahas, Managing Principal, Leland Consulting



*Panelist discuss Town Center development scenarios during the October 11 Economic Summit Panel event.*



*Mayor addresses business community at Regal Cinemas during the Economic Summit Panel event.*

## Engineering Division, Capital Projects

### 5th to Kinsman Road Extension (4196)

With the approval of the acquisition resolution general information letters from both the City and the consultant have been sent to the property owners. Construction anticipated to start in spring/summer 2019.

### 124th Avenue Extension

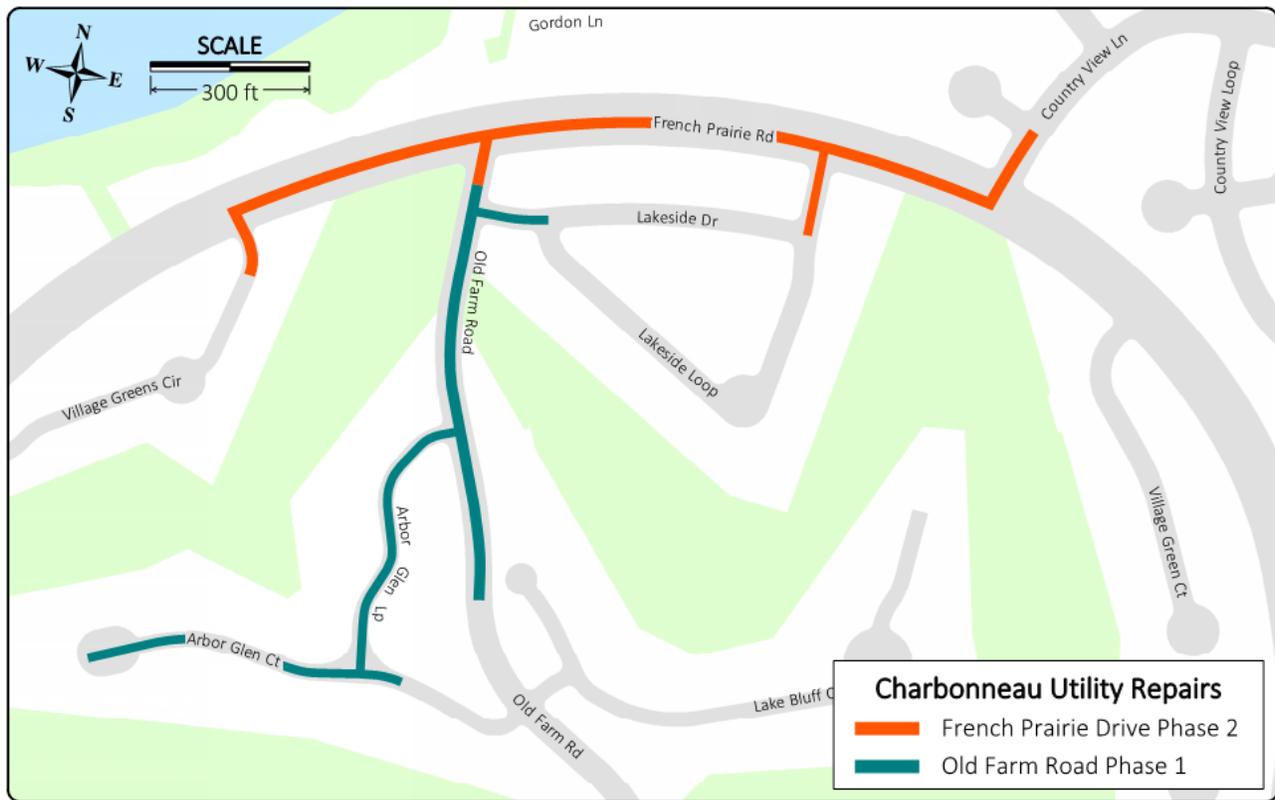
Washington County’s contractor continues construction of the 124th Avenue Extension project. They have extended the closure of Grahams Ferry Road until November 30. Outstanding items of work include signal head installation, waterline filling and testing, pavement residue cleanup, striping, and completion of work behind the curb. Washington County is working with their contractor to complete this work as quickly as possible. The new section of 124th will not be open until the first of the year.

### Boones Ferry Road / Fred Meyer Improvements (4199)

Project is almost complete, final striping is scheduled but is weather dependent.

### Charbonneau Utility Repairs – French Prairie Drive Phase II and Old Farm Road Phase I (1500/2500/4500/7500):

This project involves repair and replacement of deficient storm, sewer, and water pipe lines in the Charbonneau District, as identified in the Charbonneau Consolidated Improvement Plan. Design work will begin in November. Public outreach with the neighborhood is planned for early 2019 for resident input. See picture below for planned project construction extents for both phases.



## Engineering Division, Capital Projects

### Coffee Creek Sewer Facilities (2101)

This project involves the preliminary design of sanitary sewer facilities required to support future development of the Coffee Creek and Basalt Creek development areas. Draft concept layouts are expected for review mid-November. Planning work is currently underway and is anticipated to be complete by the end of the year.

### French Prairie Bridge (9137)

This project will determine the final location, alignment, and design type and includes preparation of preliminary construction and environmental documents for a new pedestrian, bike, and emergency vehicle bridge over the Willamette River in the vicinity of Boones Ferry Road. The Consultant team has identified five bridge types for evaluation at the preferred bridge location. The Technical Advisory Committee (TAC) performed a technical analysis of the bridge types in October. Also in October, an in-person and online public open house was held to gather feedback on the proposed bridge designs. The results of the TAC and public open houses will be shared with the Task Force at their meeting on December 5, where it is expected the Task Force will identify the top two bridge designs for City County and Clackamas Board of County Commissioners consideration in January.



### 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. Property acquisition work is underway. The consultant team is coordinating with Willamette Water Supply Program to incorporate the 66" water pipeline into the Garden Acres construction plans.

### Graham Oaks Pedestrian Enhancements (0012)

95% plans are being revised to provide the final construction plan set. Construction bids will be pursued in November.

## Engineering Division, Capital Projects

### **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. Design of the bridge will begin after completion of the Town Center Plan.

### **Memorial Park Sewer Pump Station (2065)**

Site layout was re-evaluated to place all components of the pump station out of the floodplain. Preliminary layout being reviewed.

### **Street Maintenance (4014/4118)**

Pavement coring was performed on Wilsonville Road the week of October 22. ADA recommendations were provided to the City for review. Survey complete.

### **Surge Tank (1111)**

The design was finalized for the surge tank at the Water Treatment Plant and the bid was advertised. The bid award is scheduled for November 19.

### **Tooze Road to Grahams Ferry Road (4146)**

Top lift of asphalt has been installed; final striping is scheduled but is weather dependent. Signal poles and street lights are being installed; note that contractor ordered and installed silver street light luminaires and arms, these will be replaced with the specified black. Contractor's schedule anticipates completion in mid-November.

### **Water Telemetry (1114)**

Brown and Caldwell is putting together the network and communication upgrade plan that will include a project list and estimates for future upgrades.

### **Willamette River Storm Outfalls (7053)**

City review comments on the 95% design plans have been returned to AKS Engineering. Construction anticipated in spring/summer 2019.

### **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. Staff expects to receive final review plans and specifications from WWSP for the 5th/Kinsman project and Kinsman/Wilsonville Road truck turning improvements within the next month. Staff is reviewing a draft IGA to incorporate the WWSP 66" water line into the Garden Acres project.

### **WWTP Outfall Replacement (2095)**

The Wilsonville Wastewater Treatment Plant is under a directive from DEQ to replace the damaged outfall pipe with a new, upsized outfall that meets current discharge compliance requirements. Project is substantially complete with the outfall back in active operation. Final inspection is scheduled in the next couple of weeks with all project work anticipated to finish in mid-November. The I-5 Undercrossing Trail is now open at all hours.

## Engineering Division, Private Developments

### **Aspen Meadows 2**

Plans are under review for this 6-lot subdivision on Canyon Creek Road South.

### **Frog Pond—Morgan Farm Phase 1**

Public Works Permit issued and construction is underway on this 37-lot subdivision. Associated with this project we will be installing a new sanitary sewer line within and across Boeckman that will impact traffic in the area.

### **Frog Pond—Stafford Meadows**

Public Works Permit has been issued and construction is underway on this 44-lot subdivision.

### **Hilton Garden Inn**

Public Works Permit issued for revisions to the sanitary sewer, stormwater, and water infrastructure associated with the construction of this new 118-unit hotel at Memorial Drive and Parkway Avenue.

### **Villebois Mont Blanc**

Public Works Permit issued for this 68-lot subdivision near Villebois Drive and Orleans Avenue.



*Stafford Meadows under construction.*

## Natural Resources

### Monthly Report – NPDES Annual Report

An annual report is prepared every fall for the City's NPDES stormwater program. The report is submitted to the Oregon Department of Environmental Quality and documents stormwater management practices, land use changes and new development activities, program expenditures, and water quality monitoring.

Highlights from this year's report include:

- **Bacteria**—E. coli is a pollutant of concern in our local waterways. The Willamette River does not meet water quality standards due to the presence of bacteria. E.coli counts are a measurement of bacteria. The overall E.coli counts in Boeckman Creek reduced significantly over the past year. Wet weather E.coli counts averaged 159 MPN/a100 ml in 2018 compared to 796 MPN/100ml in 2017. This is especially interesting because of the recent development in Frog Pond. The area that is currently being developed as Morgan Farm previously consisted of a horse farm that stored horse manure above Boeckman Creek. Is it possible that the removal of the horse farm reduced the high E.coli counts? Testing over the next year will offer a better indicator.
- **Catch basins**—At the time of the 2012 NPDES Permit, the City committed to cleaning 25% of all catch basins annually. Due to the growth of Wilsonville, hundreds of new catch basins are added every year. However, Public Works staff exceeded the 25% goal and cleaned 27% of the catch basins from July 1, 2017 to June 30, 2018. This effort resulted in the removal of 94 cubic yards of debris. Way to go Public Works Roads and Utilities crews!!
- **Another Shout Out to Public Works**—55 cubic yards of organic debris and construction materials were pulled from the City's stormwater conveyance system over the last fiscal year.



*An example of what is removed from the stormwater conveyance system. This “root monster” was pulled out of the storm line on Town Center Loop West by Public Works.*

## Planning Division, Current

### Projects Being Prepared for DRB Hearings

- Phase 5 North of Villebois, 89-lot single-family development on the south side of Tooze Road by Polygon NW
- New Hotel Adjacent to Holiday Inn
- Frog Pond Meadows, 74-lot single-family development in Frog Pond West by West Hills Development

### Administrative Land Use Decisions Issued

- Class II Administrative Review of Stafford Meadows Subdivision (Frog Pond West) to remove one of four pathways connecting to Boeckman Road in the subdivision
- Class II Administrative Relief (Variance) to allow 168 square foot addition at 29440 SW Teton Way
- 2 Zoning Verification Letter
- 1 Final Plat Approval
- 7 Type A Tree Permits
- 3 Type B Tree Permits
- 1 Class I Sign Permits
- 1 Class II Sign Permit
- 2 Zoning Verification Letter
- New Single-family building permits

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## Board and Commission Updates

### Development Review Board (DRB)

Development Review Board Panel A did not meet in October. Development Review Board Panel B met October 22 and, after conducting a public hearing, unanimously approved the remodel of and an addition to the building at 27501 SW Parkway Avenue for Grace Chapel.

### Planning Commission

On October 10, the Planning Commission met and continued the Boones Ferry Park Master Plan Resolution LP18-0006 hearing to a date certain of November 14.

Directly following, Planning Manager Miranda Bateschell and Alex Dupey of MIG provided a Town Center Plan project update. They shared the comprehensive plan, development code, and design guidelines, the feasibility analysis, and the draft implementation measures related to the Town Center area. Scott Mansur, Principal of DKS, walked through the traffic impact analysis and what that means to the Town Center Plan.

Thereafter, Planning Director Chris Neamtzu and Mary Stewart from Alta Planning+Design presented the Citywide Signage & Wayfinding project. They discussed the intricacies of the project goals which are to provide a friendly wayfinding system that provides logical and safe connections between key destinations and commercial districts. The Commission offered thoughtful input on the wayfinding destinations as well as the preferred design. There is a new ledgerstone veneer base to the corten signs that was well received by the Commission.

The next regular Planning Commission meeting will be Wednesday, November 14 at 6:00 pm, which will include a hearing on the Boones Ferry Park Master Plan (LP18-0008) which was carried over from October 10. A work session on the Town Center Plan is also on the agenda.

## Planning Division, Long Range



### **Basalt Creek Concept Plan**

City staff set up a series of upcoming meetings with City of Tualatin and Washington County staff to begin work on amending the City's Urban Planning Area Agreement with Washington County and complete Transportation Planning Rule findings as part of the update to the City's Comprehensive Plan, which is scheduled for spring 2019.

General project information is available on the City's project website <https://www.ci.wilsonville.or.us/planning/page/basalt-creek>.

### **Citywide Signage and Wayfinding Plan**

The Planning Commission reviewed the first draft of the Signage and Wayfinding Plan at a work session on October 10. The draft plan contains chapters on background, wayfinding sign strategy, design and implementation. City Council is scheduled to review the draft plan at the November 5 work session.

For more information, please visit the project web page at [www.ci.wilsonville.or.us/planning/page/citywide-signage-and-wayfinding-plan](http://www.ci.wilsonville.or.us/planning/page/citywide-signage-and-wayfinding-plan).

### **Equitable Housing Strategic Plan**

In October, staff reviewed four proposals submitted to the City following a three-week open Request For Proposals process. The RFP is for services related to developing a Wilsonville Equitable Housing Strategic Plan and fulfilling the requirements of the Metro grant work program. After reviewing the proposals and qualifications of the teams, the staff selected ECONorthwest to lead this effort with the City. ECONorthwest is also assisting Clackamas County with a countywide housing needs study and completed the City of Wilsonville's 2014 Housing Needs Analysis. Staff is working with them to solidify a final scope of work and contract with work expected to begin shortly thereafter.

## Planning Division, Long Range



The project team and the Wilsonville Chamber of Commerce jointly hosted the **Town Center Plan Economic Summit Panel** on the evening of October 11 at the Wilsonville Regal Cinemas. The panel provided an update to the community on the Town Center Plan's development feasibility analysis, and how the results can support the Town Center vision. This event featured a panel discussion between development experts, who offered their insight and experience in the development of mixed-use commercial centers and modern main streets throughout the region. Attendees provided input on potential economic implementation strategies.

The project team drafted and updated various components of the Draft Town Center Plan, for further review and refinement by the Task Force (October 23), technical partners (October 16), Planning Commission (October 10), and City Council (November 5). Staff also attended the statewide American Planning Association (OAPA) conference, presenting on a panel about engaging youth in the Town Center Plan. Staff also accepted the 2018 OAPA Public Involvement and Participation Award on behalf of the City of Wilsonville for the Wilsonville Town Center Plan.

For additional information about the Town Center Plan project, visit the project website [www.wilsonvilletowncenter.com](http://www.wilsonvilletowncenter.com).





# OCTOBER MONTHLY REPORT

## From the Director:

Greetings from Finance!

This has been a very busy past couple of weeks as the Finance Department prepared for our annual audit. In addition to auditing financial processes and procedures, the auditors also review our Comprehensive Annual Financial Report (CAFR). The report, which presents the financial position of the City as of June 30, 2018, will be presented to City Council at the December 17, 2018 meeting by the City's Auditors, Merina and Company, LLC.

The City has received its share of the Comcast Settlement from Clackamas County. In total, the City, Eastside Urban Renewal and Westside Urban Renewal received nearly \$335,000 in additional property tax revenues. We have yet to receive our portion from Washington County but it will be significantly lower.

Beginning in November, the City will start to receive its share of property taxes from Clackamas and Washington counties. Last year, over \$14 million was received during the month of November and approximately 90% of the taxes owed for the fiscal year will be received during this month. Property taxes are one of the major funding sources for the General Fund as well as the primary funding source for the City's three Urban Renewal Districts: Eastside Urban Renewal, Westside Urban Renewal and Coffee Creek Urban Renewal.

The Finance Department has welcomed a new member to our staff. Dillon Jenkins is the City's new Senior Accountant and will be a member of our Budget, CAFR and Accounting teams. Welcome, Dillon!

*-Cathy Rodocker*

## By the Numbers:

Finance Statistics for Quarter 1—July 1, 2018-September 30, 2018

Utility Billing:		Accounts Payable:		Municipal Court:	
Total Monthly Bills	20,043	Invoices Processed	2026	Total Citations Issued	780
New Customers	325	Payments Processed	1145	Total Suspensions Issued	202
New Service Locations	65			Ticket Revenue	\$ 89,606
					*43% increase over 1st quarter, FY18

## Fund Updates:

As typical for the General Fund, the first four months of operation is funded primarily with the available cash on hand from the prior fiscal year. Through October 31st, approximately \$2.3 million of operating revenue has been received as compared to \$4.2 million is operating expenses. Once property taxes are received in November, the General Fund will not only have the revenues needed to meet the ongoing operating expenses for the remainder of the fiscal year but it will also be able to rebuild the cash on hand to meet the ongoing needs for the beginning of next fiscal year.

Opposite of the General Fund, the Water Operations Fund received over 50% of its budgeted revenues for water sales during the first four months of the fiscal year. This is a reflection of the heavier water usage during the warmer months.

Attached please find the fund summaries through October 31, 2018. The reports note the revenues and expenditures accounted for during the first four months of the fiscal year.

## Investment Updates:

The City's investment portfolio as of September 30th totals \$135 million dollars. The investments include government sponsored enterprises such as US Treasury and Federal Home Loan Mortgage Corporations, corporate bonds such as Apple and American Express, and deposits in the Local Government Investment Pool (LGIP). Interest rates vary by investment and currently range from 1.10% to 2.93%.



### Did you know?

Did you know that the Finance Department counts the bus fares collected by Transit? Last fiscal year, nearly \$100,000 in coins and dollar bills were counted and deposited into the bank by the Finance Team.

	Budget	Activity	% Used
<b>Fund 110 General Fund:</b>			
Taxes	11,213,487	684,449	6%
Intergovernmental	2,141,825	138,078	6%
Licenses and Permits	176,510	171,129	97%
Charges for Services	753,480	208,747	28%
Fines	315,000	126,700	40%
Investment Revenue	206,000	104,926	51%
Other Revenues	3,557,120	8,702	-%
Transfers	3,369,303	1,044,318	31%
<b>Total Revenue</b>	<b>21,732,725</b>	<b>2,487,048</b>	<b>11%</b>
Personal Services	8,347,532	2,585,412	31%
Materials and Services	12,483,715	1,361,806	11%
Capital Outlay	110,300	0	-%
Transfers	4,445,000	369,532	8%
<b>Total Expense</b>	<b>25,386,547</b>	<b>4,316,749</b>	<b>17%</b>
<b>Fund 210 Fleet Fund:</b>			
Charges for Services	1,343,601	447,864	33%
Investment Revenue	23,690	7,799	33%
<b>Total Revenue</b>	<b>1,367,291</b>	<b>455,663</b>	<b>33%</b>
Personal Services	750,366	188,343	25%
Materials and Services	616,708	198,220	32%
Capital Outlay	188,000	432	-%
Transfers	2,400	600	25%
<b>Total Expense</b>	<b>1,557,474</b>	<b>387,596</b>	<b>25%</b>
<b>Fund 230 Building Fund:</b>			
Licenses and Permits	588,000	223,276	38%
Licenses and Permits-Villebois	547,000	81,951	15%
Charges for Services	8,600	2,864	33%
Investment Revenue	56,650	25,751	45%
Transfers	37,701	1,459	4%
<b>Total Revenue</b>	<b>1,237,951</b>	<b>335,301</b>	<b>27%</b>
Personal Services	1,030,960	301,244	29%
Materials and Services	186,691	26,950	14%
Transfers	900,660	98,665	11%
<b>Total Expense</b>	<b>2,118,311</b>	<b>426,858</b>	<b>20%</b>
<b>Fund 235 Community Development Fund:</b>			
Intergovernmental	62,500	0	-%
Licenses and Permits	563,413	423,473	75%
Licenses and Permits-Villebois	45,567	60,074	132%
Charges for Services	909,732	278,029	31%
Investment Revenue	39,140	16,095	41%
Other Revenues	200	517	258%
Transfers	3,208,167	463,742	14%
<b>Total Revenue</b>	<b>4,828,719</b>	<b>1,241,930</b>	<b>26%</b>
Personal Services	3,177,336	849,120	27%
Materials and Services	713,323	120,620	17%
Capital Outlay	28,000	2,567	9%
Transfers	551,172	171,567	31%
<b>Total Expense</b>	<b>4,469,831</b>	<b>1,143,874</b>	<b>26%</b>
<b>Fund 240 Road Operating Fund:</b>			
Taxes	0	3,971	-%
Intergovernmental	1,642,800	288,150	18%
Investment Revenue	17,510	6,211	35%
Other Revenues	2,000	245	12%
<b>Total Revenue</b>	<b>1,662,310</b>	<b>298,577</b>	<b>18%</b>
Personal Services	412,651	111,657	27%
Materials and Services	490,632	103,657	21%
Capital Outlay	51,500	29,295	57%
Debt Service	82,000	0	-%
Transfers	696,851	81,439	12%
<b>Total Expense</b>	<b>1,733,634</b>	<b>326,048</b>	<b>19%</b>

	Budget	Activity	% Used
<b>Fund 245 Road Maintenance Fund:</b>			
Charges for Services	1,792,369	603,891	34%
Investment Revenue	27,268	12,793	47%
<b>Total Revenue</b>	<b>1,819,637</b>	<b>616,684</b>	<b>34%</b>
Transfers	2,946,935	16,461	1%
<b>Total Expense</b>	<b>2,946,935</b>	<b>16,461</b>	<b>1%</b>
<b>Fund 260 Transit Fund:</b>			
Taxes	5,006,000	1,598,724	32%
Intergovernmental	1,014,635	129,878	13%
Charges for Services	185,000	38,250	21%
Investment Revenue	41,050	19,061	46%
Other Revenues	14,000	12,318	88%
<b>Total Revenue</b>	<b>6,260,685</b>	<b>1,798,231</b>	<b>29%</b>
Personal Services	3,526,766	1,099,895	31%
Materials and Services	1,916,029	540,498	28%
Capital Outlay	622,464	100,783	16%
Transfers	669,002	181,743	27%
<b>Total Expense</b>	<b>6,734,261</b>	<b>1,922,919</b>	<b>29%</b>
<b>Fund 310 Water Operating Fund:</b>			
Charges for Services	8,384,355	4,912,993	59%
Fines	19,000	5,917	31%
Investment Revenue	100,000	79,112	79%
Other Revenues	195,550	4,530	2%
Transfers	350,000	0	-%
<b>Total Revenue</b>	<b>9,048,905</b>	<b>5,002,552</b>	<b>55%</b>
Personal Services	581,820	190,026	33%
Materials and Services	4,220,553	998,839	24%
Capital Outlay	690,644	131,668	19%
Debt Service	1,875,000	0	-%
Transfers	2,647,753	274,436	10%
<b>Total Expense</b>	<b>10,015,770</b>	<b>1,594,969</b>	<b>16%</b>
<b>Fund 320 Sewer Operating Fund:</b>			
Charges for Services	7,996,145	2,796,669	35%
Investment Revenue	127,602	84,064	66%
Other Revenues	27,000	5,760	21%
Transfers	600,000	0	-%
<b>Total Revenue</b>	<b>8,750,747</b>	<b>2,886,492</b>	<b>33%</b>
Personal Services	383,530	92,159	24%
Materials and Services	3,392,646	831,605	25%
Capital Outlay	29,833	0	-%
Debt Service	3,030,000	0	-%
Transfers	2,714,974	436,889	16%
<b>Total Expense</b>	<b>9,550,983</b>	<b>1,360,654</b>	<b>14%</b>
<b>Fund 350 Street Lighting Fund:</b>			
Charges for Services	518,250	175,813	34%
Investment Revenue	16,789	7,301	43%
<b>Total Revenue</b>	<b>535,039</b>	<b>183,114</b>	<b>34%</b>
Materials and Services	359,651	90,374	25%
Transfers	442,270	0	-%
<b>Total Expense</b>	<b>801,921</b>	<b>90,374</b>	<b>11%</b>
<b>Fund 370 Storm Water Operating Fund:</b>			
Charges for Services	2,928,917	960,097	33%
Investment Revenue	30,900	11,988	39%
<b>Total Revenue</b>	<b>2,959,817</b>	<b>972,085</b>	<b>33%</b>
Personal Services	259,270	75,481	29%
Materials and Services	474,041	114,053	24%
Capital Outlay	161,964	0	-%
Debt Service	508,500	0	-%
Transfers	2,169,419	103,798	5%
<b>Total Expense</b>	<b>3,573,194</b>	<b>293,331</b>	<b>8%</b>



# OCTOBER MONTHLY REPORT

## From the IT Director:

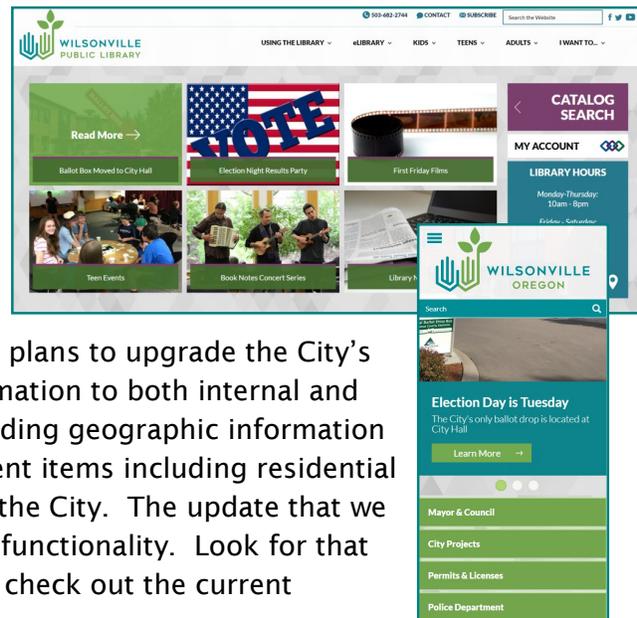
Greetings from the City's Information Technology department! IT includes both Information Systems (IS) and Geographical Information Systems (GIS) functions but we refer to ourselves as the IT department. My name is Andy Stone and I am the IT Director for the City of Wilsonville.

The IS/GIS department prides itself on being the ultimate internal service department for the City. We provide the infrastructure and support that allows other departments that you interact with on a frequent basis to run smoothly and efficiently.

On top of handling all of the typical helpdesk questions for a number of varied departments, one of our main tasks is directing IT related projects.

Recently the IT department oversaw a redesign of the City, Library, Parks and Rec and SMART websites. The overhaul allows the sites to work much better with mobile devices and is easier for staff to make changes. These features will allow City departments to continue to communicate better with Wilsonville's citizens.

Always pushing ahead, IT has some big projects lined up. On the heels of the website refresh, GIS plans to upgrade the City's GIS website. [wilsonvillemaps.com](http://wilsonvillemaps.com) provides information to both internal and external users. It is a wealth of information regarding geographic information within the City. A citizen can look at many different items including residential building plans, park locations and aerial maps of the City. The update that we are planning will improve ease of use and mobile functionality. Look for that upgrade to occur in the spring. In the meantime, check out the current [wilsonvillemaps.com](http://wilsonvillemaps.com) site.



The IT department will be releasing a Request For Proposal (RFP) for a new phone system soon. The current system was installed in 2004 and it has served the City well for the last 14 years. There have been a lot of improvements made in this area and we believe that technologies such as call forwarding to staff in the field and automated call handlers to help route citizens to the correct department will benefit everyone. We are looking forward to the proposals for the RFP!

The biggest project on our plate is upgrading the City's Enterprise Resource Planning (ERP) software. This software underpins the majority of the functions in the City including Permitting, Utility Billing, HR/Payroll and budgeting to name just a few. This is an enormous project that we anticipate will take multiple years to implement. We are excited about the improvements that this will make for the City. Stay tuned!

None of this would be possible without the fantastic team that we have put together. Each member works very hard to make sure that employees have the tools to do their jobs efficiently and effectively. That, in turn, allows them to serve the citizens of Wilsonville.

In the coming months, I would like you to meet our remarkable team:



From left to right:

Dan Stark - GIS Manager

Beth Wolf - Systems Analyst

Richard Gross - Network Administrator

Brody Lemons - Information Systems Assistant

We'll give you a quick bio on everyone so you have a sense of the team.

Until next time,

*Andy Stone*



# NOVEMBER 2018 MONTHLY REPORT



*"Science Zone" youth program on school early release day, October 24.*

## Manager's Report

In early October, the library closed to the public and held an all-staff development day. In small mixed-department groups, staff were able to work through difficult patron scenarios and develop strategies together.

October also found us turning to the last major piece of our renovation: developing a master furniture plan. Sample chairs were placed in the staff break room for staff and volunteers to try out.

The Wilsonville Public Library Foundation held their annual "A Toast to Imagination" wine tasting. Over 100 people attended the popular event.

The week of Halloween brought a patron and staff favorite with the annual Pumpkin Patch Polka. Costumed children paraded through the library after each story time, to the delight of patrons, staff, and volunteers.

*-Shasta Barnes, Interim Library Director*

## Children's Services

### Lego Night

A Lego expert from Bricks and Minifigs provided expertise, tips and tricks, and tons of legos for young builders to explore. This monthly program occurs on the third Wednesday of the month at 6:30 pm.

### Science Zone

On school early release day (October 24), the library held this program of fun science challenges for students in grades 3-5.

### UPCOMING:

- "K-2 Book Adventures" on November 15: Children's librarians highlight excellent books for early elementary school kids. This month's theme: Pets in Fact and Fiction.
- "Mr. Ben in Concert" on November 21 and 22 at 10:30 am. Interactive music with singing, guitar, and ukulele. Just right for kids under age 5 and their grown-ups.



*"Pumpkin Patch Polka" participants after Storytime.*



*Teen After School Activities on school early release day (October 24) involved creating with perler beads.*

## Teen Services

### Middle School Outreach

Teen Librarian Brad Clark visits both Wilsonville middle schools every month to promote library programs and services. In October dozens of students squared off in a Connect 4 tournament with brackets and prizes for grades 6, 7, and 8.

### UPCOMING:

- "Breakout Box": Teens in grades 6-12 solve puzzles, unravel clues, and figure out how to unlock the secret of the Breakout Box in this fun program inspired by "escape room" challenges. Friday, Nov. 9, 6:30-8:00pm.

## Adult Services

### Card Making Class

Our first adult class of the fall started October 25. This four-week class will teach adult students techniques for making their holiday cards amazing. The students enjoyed the first class and even stayed after to continue conversing with the instructor.

### Banned Books Contest Results

The answers to the shredded Banned Book "Guess the Title" contest were announced. Five winners received \$20 gift cards to Powell's Books.

### UPCOMING:

- Book Club discusses "Americanah" by Chimamanda Ngozi Adichie on Thursday, November 8
- Book Notes Concert featuring Sean Gaskell performing on the West African kora on Saturday, November 10
- The last History Pub of the year: "The Pacific as Crossroads, 1780-1820" with Dr. Sean Munger, historian, on Tuesday, November 27



*Bernie Sims performs at the first Book Notes concert of the season on October 13.*



*For Halloween, library staff dressed up as characters from the animated TV series "Bob's Burgers".*

## Around the Library

### Long-time Employee Retires

Support Services Coordinator (Tech) Cindy Michael retired after 27 years of service to the library. Cindy worked as a library clerk at the Circulation Desk and as a cataloguer of new additions to the library's collection. Cindy's warmth and generous spirit will be deeply missed.

### Blood Drive

The first American Red Cross blood drive post-library renovation was held Saturday, October 27. Twenty-seven donors contributed enough units to serve eighty-one patients in need.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				<p><b>1</b></p> <ul style="list-style-type: none"> <li>Family Storytime 10:30-11 am</li> <li>Card Making Class for Adults 1-2:30 pm</li> </ul>	<p><b>2</b></p> <ul style="list-style-type: none"> <li>First Friday Films Ocean's Eight PG-13 (2018) 6-8 pm</li> </ul>	<p><b>3</b></p> <ul style="list-style-type: none"> <li>Mexican Folk Dancing For Kids 10:30-11:30 am</li> </ul>
<p><b>4</b></p>	<p><b>5</b></p> <ul style="list-style-type: none"> <li>Playgroup 10:30 am-12 pm</li> </ul>	<p><b>6</b></p> <ul style="list-style-type: none"> <li>Toddler Time 10:30 am</li> <li>Baby Time 11:30 am-12:15 pm</li> <li>Family Storytime 6:30-7 pm</li> <li>ESL Conversation Group 6:30-7:30 pm</li> </ul>	<p><b>7</b></p> <ul style="list-style-type: none"> <li>Family Storytime 10:30-11 am</li> <li>Read to the Bunny 3:30-4:30 pm</li> <li>Marriage of Art &amp; Fiction with Nicole Rubel 6-8 pm</li> </ul>	<p><b>8</b></p> <ul style="list-style-type: none"> <li>Family Storytime 10:30-11 am</li> <li>Card Making Class for Adults 1-2:30 pm</li> <li>Book Club 6-8 pm <i>Americanah</i> by Chimamanda Ngozi Adichie</li> </ul>	<p><b>9</b></p> <ul style="list-style-type: none"> <li>Teen Advisory Board Meeting 4:30-6:30 pm</li> <li>Teen After Hours Event Breakout Box 6:30-8:30 pm</li> </ul>	<p><b>10</b></p> <ul style="list-style-type: none"> <li>Mexican Folk Dancing For Kids 10:30-11:30 am</li> <li>Booknotes Concert Series Sean Gaskell 2-3 pm</li> </ul>
<p><b>11</b></p> <p>Veterans Day Library Closed</p>	<p><b>12</b></p> <ul style="list-style-type: none"> <li>Playgroup 10:30 am-12 pm</li> </ul>	<p><b>13</b></p> <ul style="list-style-type: none"> <li>Toddler Time 10:30 am</li> <li>Baby Time 11:30 am-12:15 pm</li> <li>Family Storytime 6:30-7 pm</li> <li>ESL Conversation Group 6:30-7:30 pm</li> </ul>	<p><b>14</b></p> <ul style="list-style-type: none"> <li>Family Storytime 10:30-11 am</li> <li>Read to the Bunny 3:30-4:30 pm</li> <li>Marriage of Art &amp; Fiction with Nicole Rubel 6-8 pm</li> </ul>	<p><b>15</b></p> <ul style="list-style-type: none"> <li>Family Storytime 10:30-11 am</li> <li>Card Making Class for Adults 1-2:30 pm</li> <li>K-2 Book Adventures 3-3:45 pm</li> </ul>	<p><b>16</b></p>	<p><b>17</b></p> <ul style="list-style-type: none"> <li>Mexican Folk Dancing For Kids 10:30-11:30 am</li> </ul>
<p><b>18</b></p>	<p><b>19</b></p> <ul style="list-style-type: none"> <li>Playgroup 10:30 am-12 pm</li> <li>Genealogy Club 1-2:30 pm</li> </ul>	<p><b>20</b></p> <ul style="list-style-type: none"> <li>Toddler Time 10:30 am</li> <li>Baby Time 11:30 am-12:15 pm</li> <li>Great Books Discussion Group 6-8 pm</li> <li>ESL Conversation Group 6:30-7:30 pm</li> <li>Family Storytime 6:30-7 pm</li> </ul>	<p><b>21</b></p> <ul style="list-style-type: none"> <li>Family Storytime 10:30-11 am</li> <li>Read to the Bunny 3:30-4:30 pm</li> <li>Lego Night 6:30-7:30 pm</li> </ul>	<p><b>22</b></p> <p>Thanksgiving Holiday Library Closed</p>	<p><b>23</b></p> <p>Thanksgiving Holiday Library Closed</p>	<p><b>24</b></p> <ul style="list-style-type: none"> <li>Mexican Folk Dancing For Kids 10:30-11:30 am</li> </ul>
<p><b>25</b></p>	<p><b>26</b></p> <ul style="list-style-type: none"> <li>Playgroup 10:30 am-12 pm</li> </ul>	<p><b>27</b></p> <ul style="list-style-type: none"> <li>Toddler Time 10:30 am</li> <li>Baby Time 11:30 am-12:15 pm</li> <li>Family Storytime 6:30-7 pm</li> <li>ESL Conversation Group 6:30-7:30 pm</li> <li>History Pub @ McMenamins 6:30-8 pm Doors open at 5pm</li> </ul>	<p><b>28</b></p> <ul style="list-style-type: none"> <li>Family Storytime 10:30-11 am</li> <li>Read to the Bunny 3:30-4:30 pm</li> <li>Marriage of Art &amp; Fiction with Nicole Rubel 6-8 pm</li> </ul>	<p><b>29</b></p> <ul style="list-style-type: none"> <li>Family Storytime 10:30-11 am</li> </ul>	<p><b>30</b></p>	<p><b>Program Type</b></p> <ul style="list-style-type: none"> <li>Children</li> <li>Teen</li> <li>Adult</li> </ul>





# OCTOBER MONTHLY REPORT

## From the Director:

The month of October provided three very successful Halloween based events all held in Memorial Park at the Stein Boozier Barn. On Saturday morning October 27<sup>th</sup> the Harvest Festival, which included Arts and Crafts activities and free pumpkins for participants was very well attended and it appeared was a good time for everyone. That same evening the “first” Scary Movie night (The Spiderwick Chronicles) was held inside the barn which proved to be a great, comfortable venue. This event was free including the cookies and hot chocolate.

The next morning another first time event, the Fall Frolic 5K and Kids Dash was organized with both runs taking off and finishing at the barn. The 5k participants (some in costumes pictures in this report) were able to run through the beautiful trails of Memorial Park and thankfully the weather was perfect for a run.

Please mark your calendar for the Community Tree Lighting which will be held on Wednesday, November 28<sup>th</sup>. Performances will begin at 5:45.

Another service provided by the Parks and Recreation Department with very little fanfare is the 1,400 plus meals cooked, served and delivered from our staff at the Community Center. The meals that are delivered is accomplished by the help of some great volunteers. Our site is inspected each year by Clackamas County Environmental and as with every year in existence we were given a 100% food service inspection. The awesome two person crew responsible for this programs success, Evie Proctor and Janice Mash are truly unbelievable and are responsible for some resident’s sole food source.

Everyone is invited and encouraged to attend this year’s Veterans Day Observance Ceremony held at Town Center Park commencing at 11AM. Welcoming everyone will be the President of the Oregon Trail Chapter of Korean War Veterans Association Bob Cassidy. There will also be an invocation, salute to colors and a recitation of “The Meaning of Veterans Day” provided by David Penaflo. Please come out and honor the Veterans of all wars as this is quite an important day.

From the entire Parks and Recreation Department please have a safe and enjoyable Thanksgiving Holiday.



*-Mike McCarty*



# Fall Events

## Recreation Updates:

This month was filled with new and returning events and programs for the Parks and Recreation department. Old favorites like the Harvest Festival and Mini Hoopers program returned, and new additions, including the Fall Frolic 5k and Scary Movie Night in the barn were added. It was a weekend event extravaganza- one which took a lot of preparation and teamwork to pull off.

As it goes in the event planning world, flexibility and last minute modifications were necessary for some of the new events, and several notes were made on how to make the events even better next year. In summary, an estimated 350 people attended the Harvest Festival, 30 attended movie night, and 100 registered for the Fall Frolic 5k and Kids Dash. All of these events will return next year... although maybe not all on the same weekend!



### Parks Maintenance Updates:



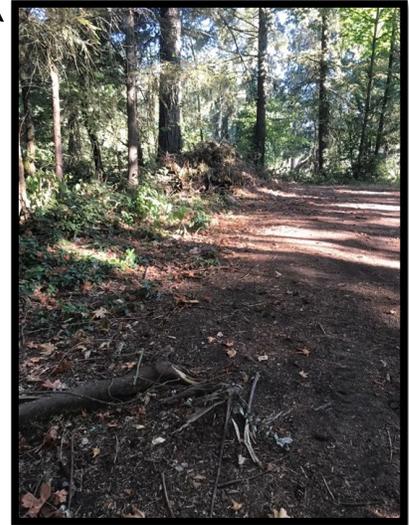
July 2018

### Weekend Events:



## Parks Maintenance Updates:

- Continued pruning at Duckworth property
- Began trail implementation at Boones Ferry Park Wastewater Treatment Plant parcel
- Pruned Arrowhead Creek Park
- Pruned Post Office Trail
- Replaced pickle ball gate → 
- Repaired broken restroom door
- Pruned Jobsey Lane
- Began Leafageddon 2018
- Installed collapsible bollard at Boones Ferry Trail
- Responded to Pager Call(s)
- Replaced and rewired irrigation controllers at Piccadilly and Edelweiss Parks
- Replaced burnt garbage cans
- Began blackberry control at Memorial Park
- Continue to make repairs and adjustments to irrigation system(s)
- Over-seeded soccer fields
- Topdressed soccer fields
- Aerated soccer fields
- Continued Community Garden Parking lot expansion → 
- Continued monitoring Tivoli Knotweed
- Installed 3-Bay fence screen
- Installed new parking parameters at River Shelter Parking Lot
- Hosted Neighborhood Meeting with Memorial Park neighbors
- Ground high spots in asphalt paths
- Prepared for and hosted (3) Fall Events
- Cleaned out Memorial storm swale → 



MONTHLY NEWS

# City of Wilsonville Police

VOLUME 1 | ISSUE 6 | PUBLISHED NOVEMBER 8, 2018 | **October 2018**

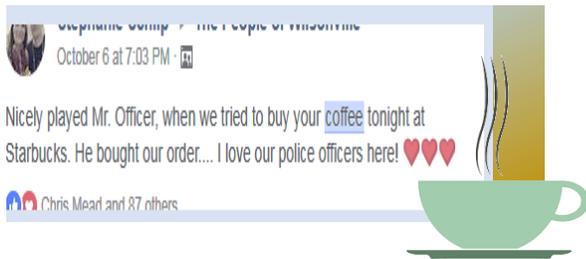
## Highlights

- 1) On October 4, 2018, Officers connected with Lowrie Primary Students during an annual Wheel-a-thon. Pictured are Deputies Beth Mayer, Kate Spalinger, Jason Dolan, and Trevor Wolf. Incidentally, Jason is our School Resource Officer.
- 2) Lt. Rob Wurpes and Sgt. Jason Ritter participated in Wood Middle School's bicycle riding program for safety.
- 3) We teamed up with nearby police agencies on October 22nd and executed a traffic detail focused on red lights.
- 4) "Tip a Cop" was a special event held October 4th at the Wilsonville Black Bear Diner. All tips were donated to benefit Clackamas County Special Olympic Athletes. Past Chief Dixon Andrews (2005-2006) was on scene for a bit and it was nice to catch up.



(1)

### From Facebook



(3)



(4) Olympian and Deputy J. Smith



(4) Sgt's Ajir, Jensen and Deputies J. Smith, J. Jensen, H. Campos



# Wilsonville October 2018



## City of Wilsonville Police Department

30000 SW Town Center Loop E  
Wilsonville, OR 97070

In Partnership with

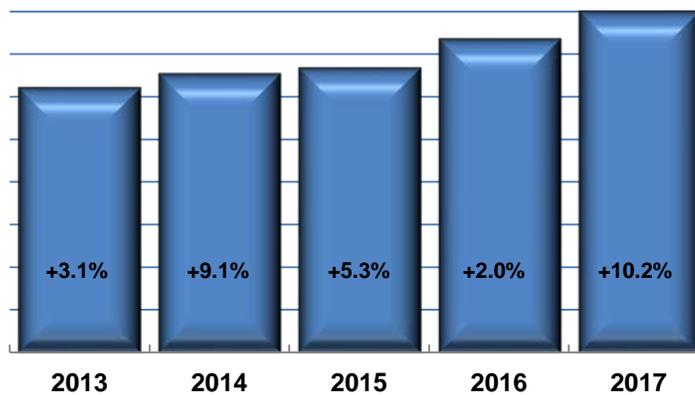


# Monthly Summary

During October 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 748 calls for service, which was an average of 24.1 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



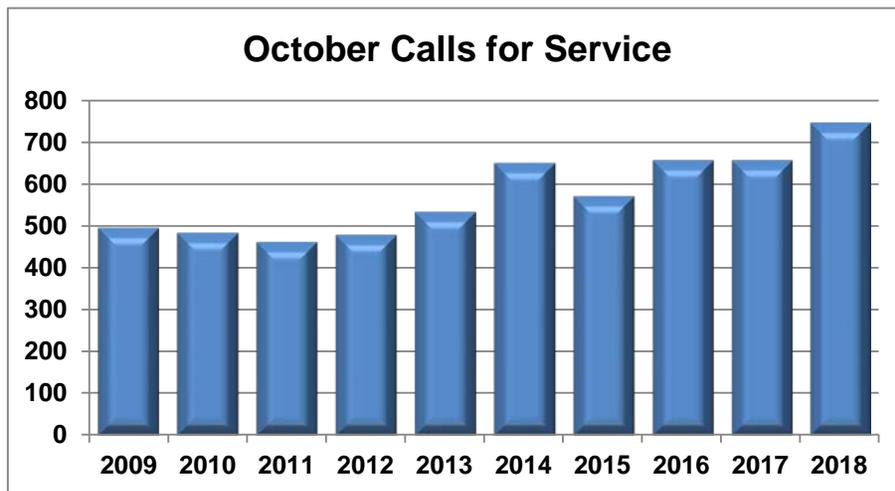
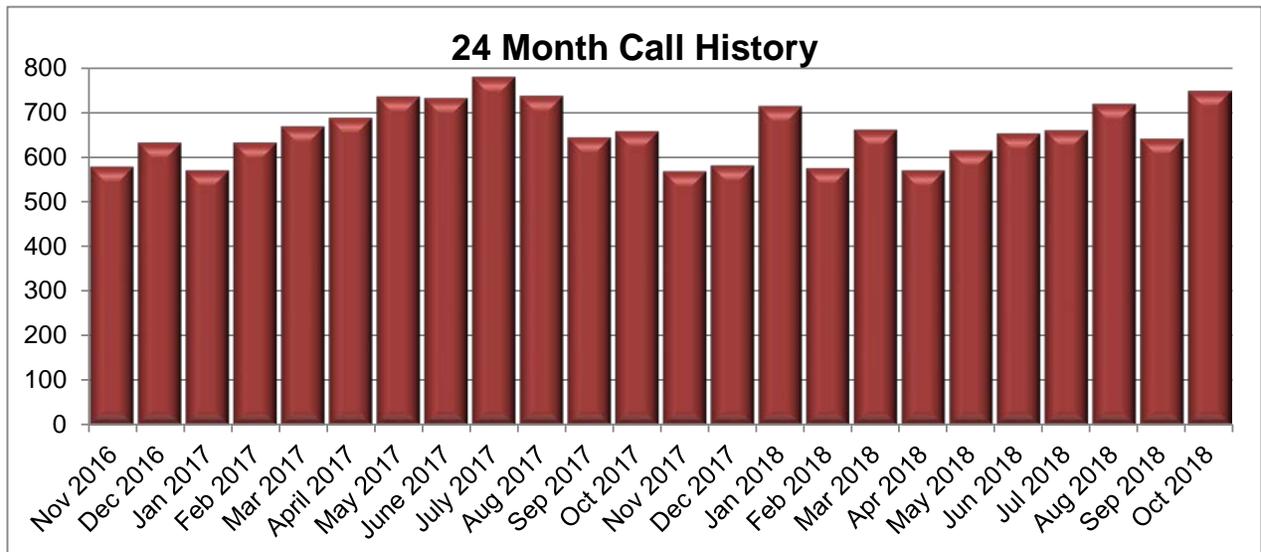
An overall look at the shift activity shows the following percentages of calls taken, traffic stops made and reports written for October.

	<u>Percentage of Calls Taken</u>	<u>Percentage of Traffic Stops</u>	<u>Percentage of Reports Written</u>
Graveyard	21.5%	20.7%	13.6%
Day Shift	47.3%	38.9%	54.4%
Swing Shift	31.1%	40.4%	32.0%



## Calls for Service

Number of Calls Per Shift	October 2018	October 2017	Monthly Average 2017
<b>Graveyard (2100-0700)</b>	161	105	131.4
<b>Day Shift (0700-1700)</b>	354	336	320.3
<b>Swing Shift (1100-0300)</b>	233	217	216.7
<b>Monthly Total</b>	<b>748</b>	<b>658</b>	<b>668.4</b>
<b>Daily Average</b>	24.1	21.2	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	October 2018	October 2017	2017 Monthly Avg.
Alarm	68	51	66.8
Assist Public	48	44	42.8
Disturbance	47	31	34.5
Parking Complaint	47	57	51.6
Theft	40	38	42.0
Traffic Crash	37	35	27.8
Threat / Harassment	35	20	20.0
Traffic Complaint	34	46	35.0
Welfare Check	33	32	27.9
Fraud	29	17	18.6
Suspicious Person	25	27	33.2
Unwanted / Trespass	21	16	20.5
Suspicious Circumstances	21	13	13.8
Property Investigation	19	24	16.2
Assist Agency	18	24	30.5
Suspicious Vehicle	17	14	16.2
Juvenile Problem	15	13	17.0
Fire Services	14	6	9.7
Unknown / Incomplete	14	12	9.0
Mental	13	4	6.1
Noise Complaint	13	6	7.7
Burglary	12	3	5.0
Hazard	9	12	10.3
Missing Person	9	13	3.9
Assault	8	5	5.3
Animal Complaint	8	8	12.4
Criminal Mischief	8	12	12.1
Stolen Vehicle	8	7	5.7
Abandoned Vehicle	7	9	3.5
Suicide Attempt / Threat	6	5	8.2
Runaway	5	8	5.3
Vice Complaint	5	7	8.7
Minor in Possession	3	4	1.9
Sex Crimes	3	4	2.7
Viol. Restraining Order	3	2	2.3
Extra Patrol Request	2	1	2.1
Open Door / Window	2		1.2
Recovered Stolen Vehicle	2	3	1.9
Death Investigation	1	2	1.8
Promiscuous Shooting	1	2	1.1
Prowler	1	1	0.5
Shooting	1		0.1
Provide Information		9	13.5
Robbery			0.8
Other	36	11	11.2
<b>Total Calls:</b>	<b>748</b>	<b>658</b>	<b>668.4</b>

## Median Response Times to Dispatched Calls

	All Dispatched Calls	Priority 1 & 2
<b>Input to Dispatch</b> (Time call was on hold)	1:23 Minutes	1:16 Minutes
<b>Dispatch to Arrival</b> (Time it took the deputy to arrive after being dispatched)	5:40 Minutes	6:16 Minutes

## Other / Self-Initiated Activity

Type of Call	October 2018	October 2017	2017 Monthly Avg.
<b>Traffic Stop</b>	386	406	339.8
<b>Follow-Up Contact</b>	95	76	92.3
<b>Suspicious Veh. Stop</b>	89	58	53.4
<b>Subject Stop</b>	51	33	28.2
<b>Premise Check</b>	41	5	8.8
<b>Warrant Service</b>	17	4	7.7
<b>Detail</b>	8	40	32.7
<b>Suspect Contact</b>	4	7	4.6
<b>Court</b>		6	4.8
<b>Foot Patrol</b>		1	4.2
<b>Meeting</b>		6	10.6
<b>Training</b>		15	15.5
<b>Total Calls:</b>	<b>691</b>	<b>657</b>	<b>602.6</b>

## Reports Written

During October, 169 reports were written. 13.6% were written by the graveyard shift, 54.4% by the dayshift units and 32.0% were written by the swing shift units.

Type of Report	October 2018	October 2017	2017 Monthly Avg.
Theft	29	26	31.1
Traffic Crash	12	13	10.9
Burglary	11	1	3.2
Criminal Mischief	9	8	9.0
Stolen Vehicle	6	3	3.6
Assault	4	7	4.9
Identity Theft	4		2.5
Drug Crimes		7	6.3
Other Reports	94	128	114.4
<b>Total Calls:</b>	<b>169</b>	<b>193</b>	<b>185.9</b>

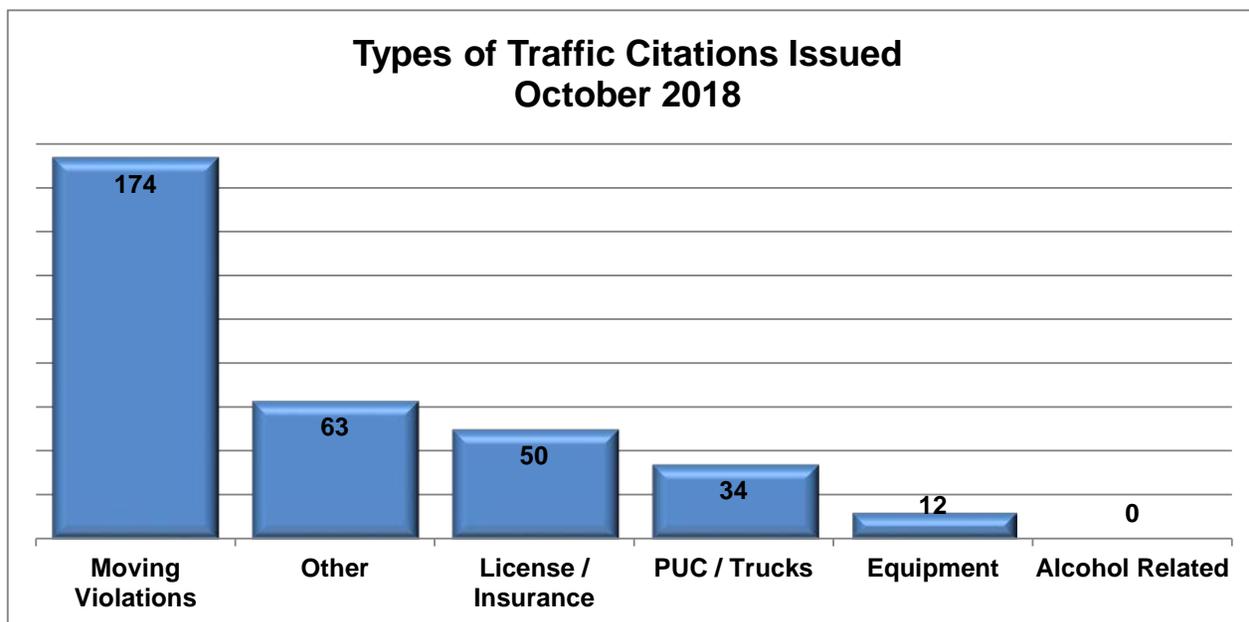
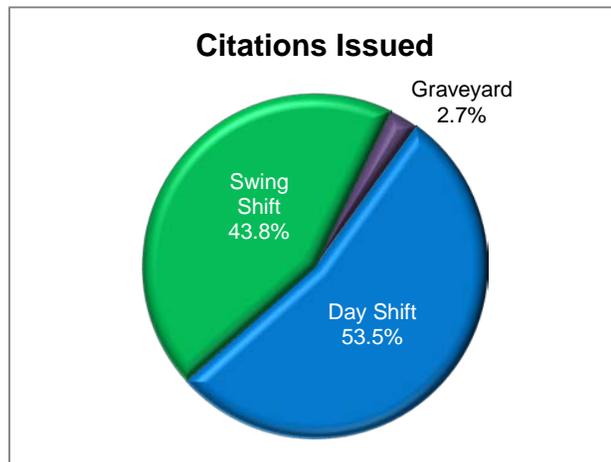
Shift Totals	October 2018	October 2017	2017 Monthly Avg.
Graveyard	23	30	38.2
Day Shift	92	99	86.0
Swing Shift	54	64	61.7



During October 2018, 373 traffic stops were made in the City and 333 traffic citations were issued. Included in these totals are 206 traffic stops (55.2%) and 292 (87.7%) citations issued by the traffic deputies.

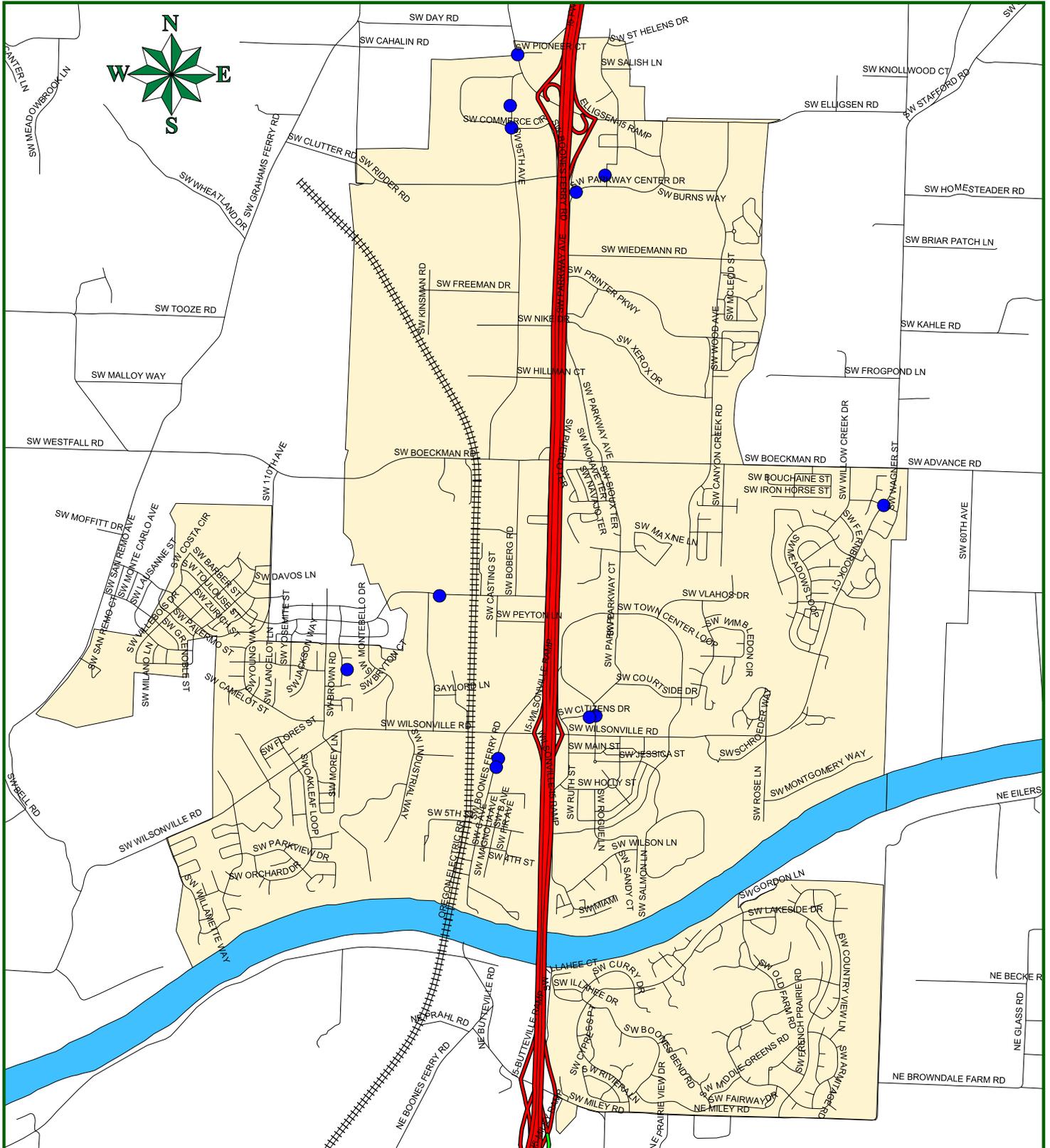
There were 7 arrests for Driving Under the Influence of Intoxicants (DUII).

Shift	Traffic Stops	Citations Issued
Graveyard	78	9
Day Shift	146	178
Swing Shift	149	146
<b>Total:</b>	<b>373</b>	<b>333</b>





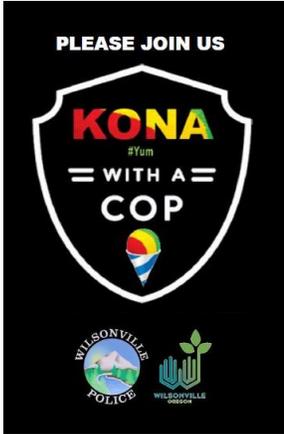
# Wilsonville Traffic Crashes October 2018



MONTHLY NEWS

# City of Wilsonville Police

VOLUME 1 | ISSUE 5 | PUBLISHED OCTOBER 8, 2018 | **September 2018**



## Highlights

- 1) We mingled with area residents September 5, 2018, and held a “Kona with a Cop” event at The Piazza at Villebois. (Shaved Ice)
- 2) Outside Starbucks early in September, Wilsonville’s Traffic Unit, Deputy Ben Toops, may have fueled a young man’s dream of becoming a motorcycle officer.
- 3) Wilsonville Police welcomed Deputies Luke Johnson, Beth Mayer, and Kate Spalinger as officers to 1st Shift this month.
- 4) September 19, we responded with TVF&R to a truck on fire in the area of 30100 SW Brown Rd.
- 5) We investigated an accident where a vehicle crashed into a home just prior to 8:00a on September 27.



## Also this month,

- 6) Lt. Tony Kollias held a class on “Site Safety” at Spring Ridge in Charbonneau.
- 7) Lt. Rob Wurpes and Officer Jake Jensen met with the Ash Meadows HOA.

# Wilsonville September 2018



## City of Wilsonville Police Department

30000 SW Town Center Loop E  
Wilsonville, OR 97070

In Partnership with

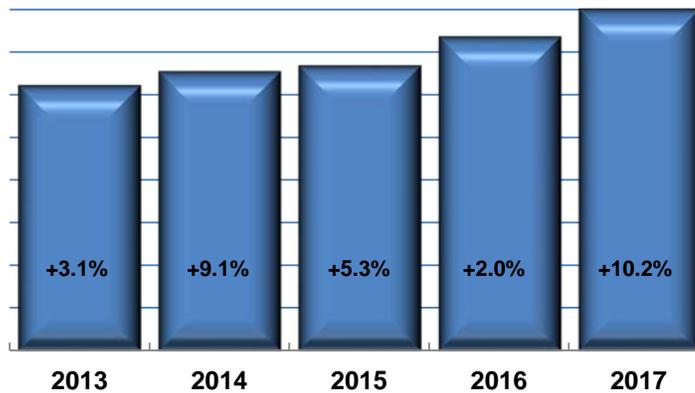


# Monthly Summary

During September 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 641 calls for service, which was an average of 21.4 calls a day.

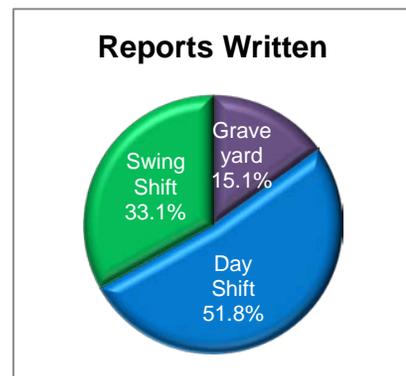
Below is a chart showing the number of calls for service in the City during the last 5 years.

<u>Year</u>	<u>Number of Calls</u>	<u>Monthly Average</u>	<u>Daily Average</u>
2013	6,230	519.2	17.1
2014	6,558	546.5	18.0
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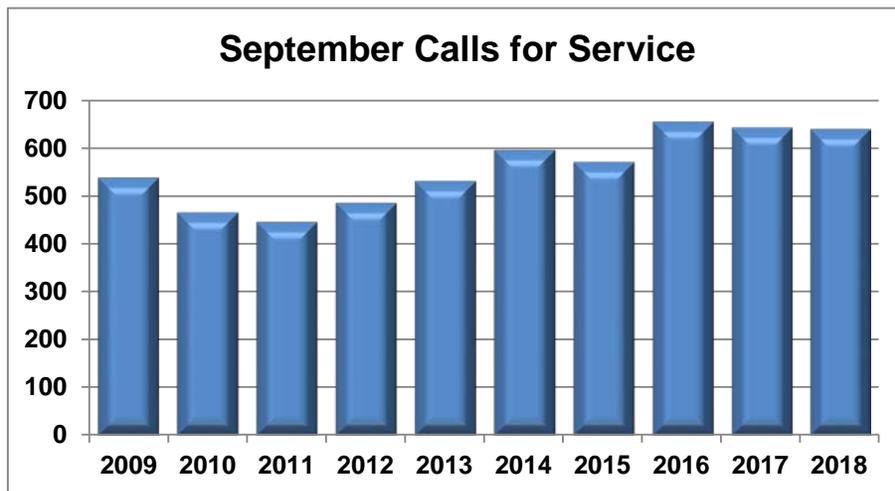
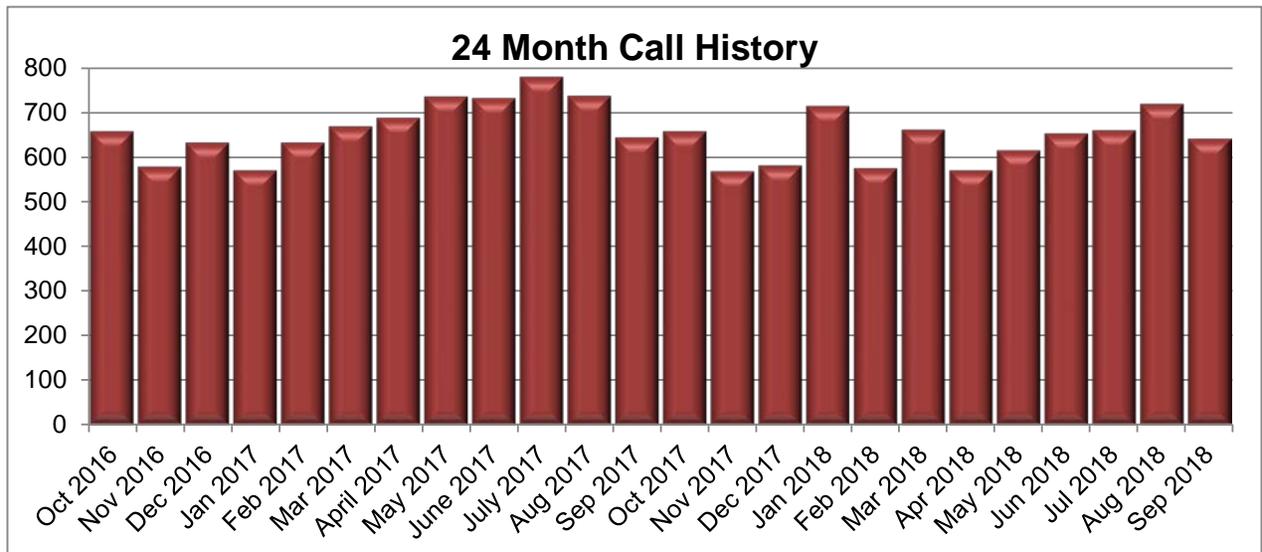
An overall look at the shift activity shows the following percentages of calls taken, traffic stops made and reports written for September.

	<u>Percentage of Calls Taken</u>	<u>Percentage of Traffic Stops</u>	<u>Percentage of Reports Written</u>
Graveyard	24.5%	26.0%	15.1%
Day Shift	38.7%	27.9%	51.8%
Swing Shift	36.8%	46.1%	33.1%



## Calls for Service

Number of Calls Per Shift	September 2018	September 2017	Monthly Average 2017
<b>Graveyard (2100-0700)</b>	157	115	131.4
<b>Day Shift (0700-1700)</b>	248	310	320.3
<b>Swing Shift (1100-0300)</b>	236	219	216.7
<b>Monthly Total</b>	<b>641</b>	<b>644</b>	<b>668.4</b>
<b>Daily Average</b>	21.4	21.5	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	September 2018	September 2017	2017 Monthly Avg.
Alarm	64	46	66.8
Suspicious Person	47	45	33.2
Welfare Check	41	23	27.9
Disturbance	39	47	34.5
Assist Public	35	42	42.8
Parking Complaint	34	45	51.6
Traffic Complaint	34	40	35.0
Suspicious Vehicle	29	14	16.2
Traffic Crash	29	30	27.8
Unwanted / Trespass	29	25	20.5
Theft	26	44	42.0
Threat / Harassment	22	22	20.0
Fraud	17	18	18.6
Juvenile Problem	16	20	17.0
Other	16	5	11.2
Property Investigation	15	10	16.2
Hazard	14	6	10.3
Animal Complaint	12	17	12.4
Assist Agency	11	19	30.5
Fire Services	11	10	9.7
Suspicious Circumstances	11	14	13.8
Mental	10	8	6.1
Suicide Attempt / Threat	9	6	8.2
Criminal Mischief	8	9	12.1
Noise Complaint	8	7	7.7
Vice Complaint	8	11	8.7
Death Investigation	6	1	1.8
Assault	5	5	5.3
Burglary	5	1	5.0
Stolen Vehicle	5	5	5.7
Unknown / Incomplete	5	11	9.0
Abandoned Vehicle	4		3.5
Open Door / Window	4	1	1.2
Missing Person	3	3	3.9
Recovered Stolen Vehicle	2	2	1.9
Robbery	2	1	0.8
Runaway	2	9	5.3
Extra Patrol Request	1	1	2.1
Sex Crimes	1	3	2.7
Shooting	1	1	0.1
Minor in Possession		2	1.9
Promiscuous Shooting			1.1
Provide Information		12	13.5
Prowler			0.5
Viol. Restraining Order		3	2.3
<b>Total Calls:</b>	<b>641</b>	<b>644</b>	<b>668.4</b>

**Median Response Times to Dispatched Calls**

	<b>All Dispatched Calls</b>	<b>Priority 1 &amp; 2</b>
<b>Input to Dispatch</b> (Time call was on hold)	1:50 Minutes	1:18 Minutes
<b>Dispatch to Arrival</b> (Time it took the deputy to arrive after being dispatched)	5:08 Minutes	5:34 Minutes

**Other / Self-Initiated Activity**

Type of Call	September 2018	September 2017	2017 Monthly Avg.
Traffic Stop	373	329	339.8
Suspicious Veh. Stop	66	61	53.4
Follow-Up Contact	59	101	92.3
Subject Stop	51	30	28.2
Premise Check	17	12	8.8
Warrant Service	8	10	7.7
Detail	7	36	32.7
Suspect Contact	6	2	4.6
Court		5	4.8
Foot Patrol		5	4.2
Meeting		5	10.6
Training		10	15.5
<b>Total Calls:</b>	<b>587</b>	<b>606</b>	<b>602.6</b>

## Reports Written

During September, 166 reports were written. 15.1% were written by the graveyard shift, 51.8% by the dayshift units and 33.1% were written by the swing shift units.

Type of Report	September 2018	September 2017	2017 Monthly Avg.
Theft	36	29	31.1
Traffic Crash	19	11	10.9
Burglary	7	3	3.2
Criminal Mischief	6	9	9.0
Stolen Vehicle	5	2	3.6
Assault	5	3	4.9
Drug Crimes	4	3	6.3
Identity Theft	3	1	2.5
Other Reports	81	105	114.4
<b>Total Calls:</b>	<b>166</b>	<b>166</b>	<b>185.9</b>

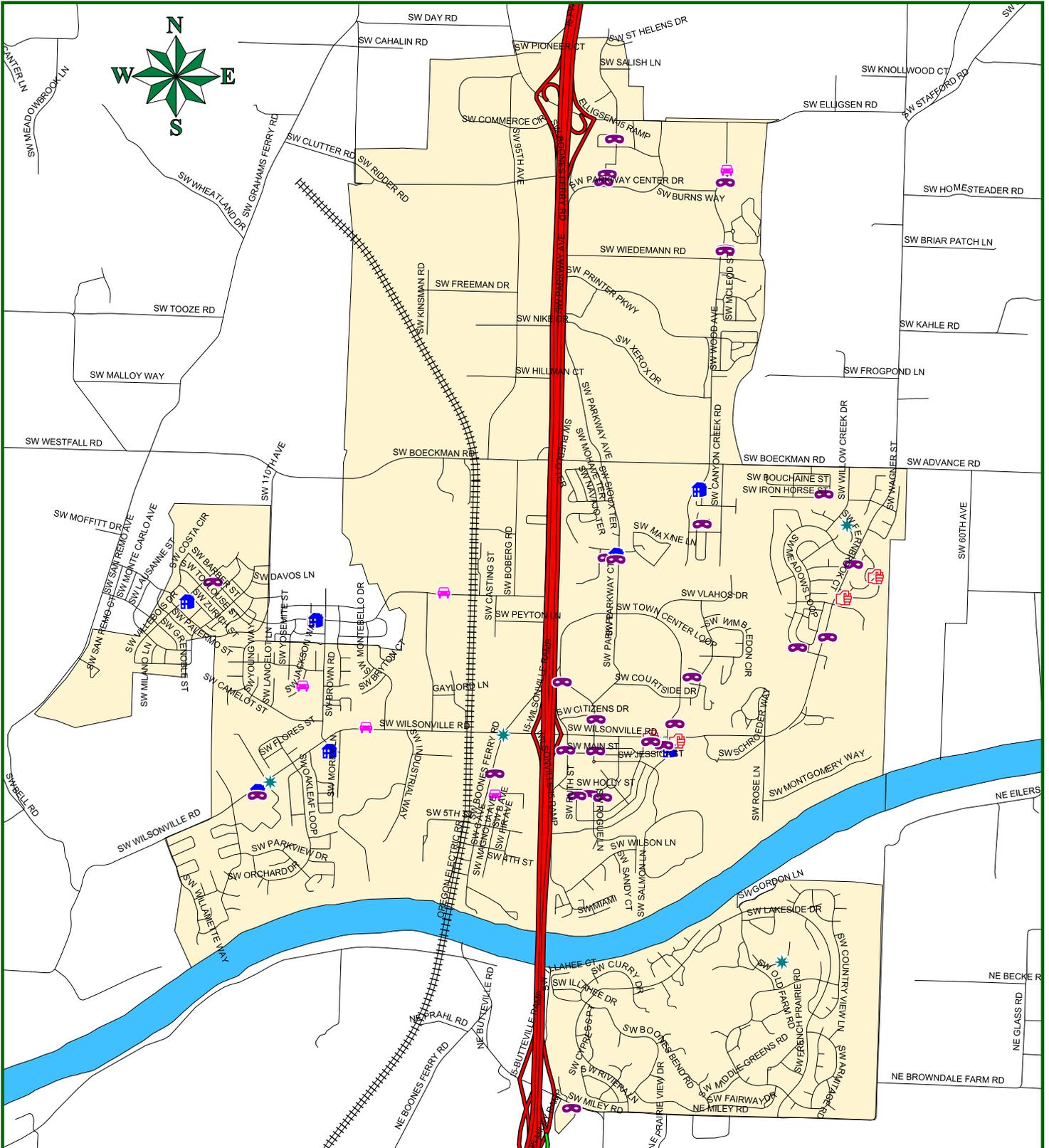
Shift Totals	September 2018	September 2017	2017 Monthly Avg.
Graveyard	25	37	38.2
Day Shift	86	65	86.0
Swing Shift	55	64	61.7



# Wilsonville September 2018



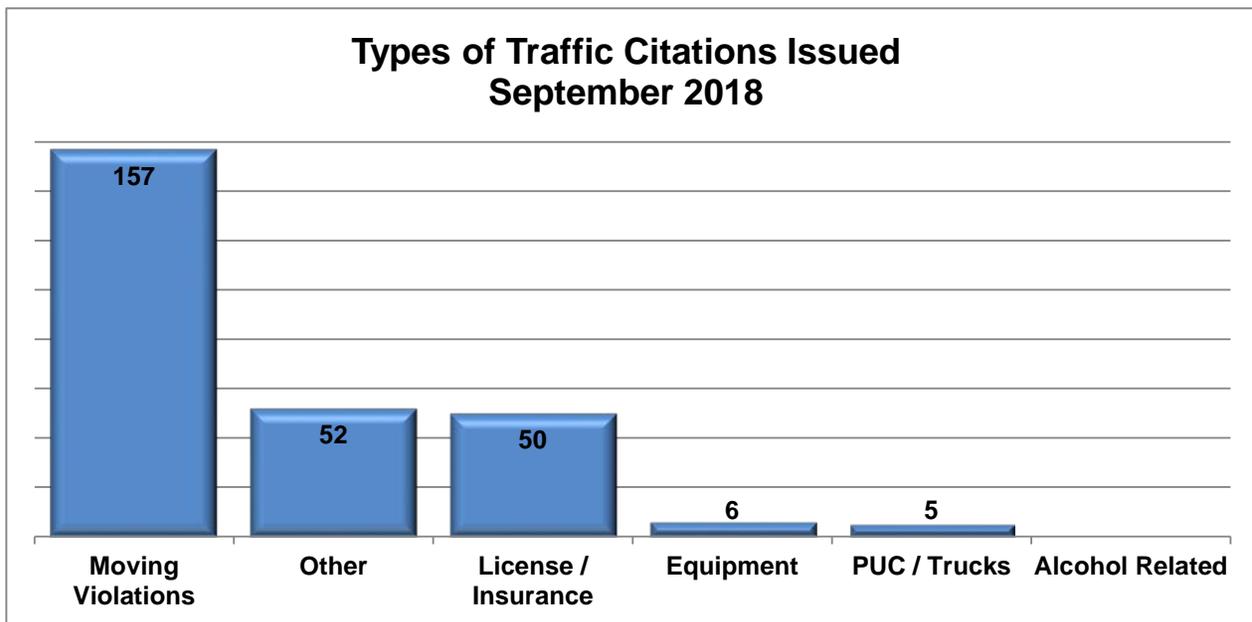
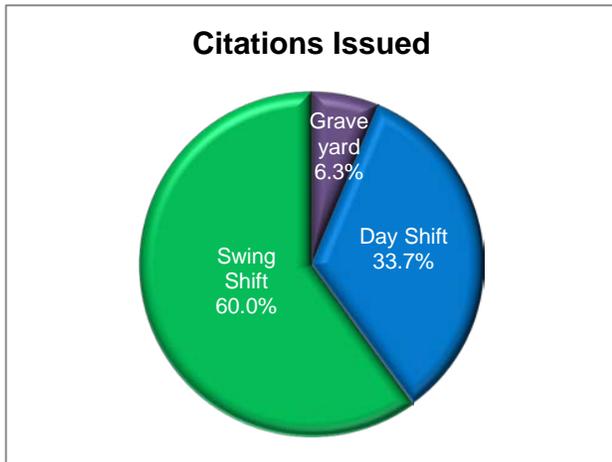
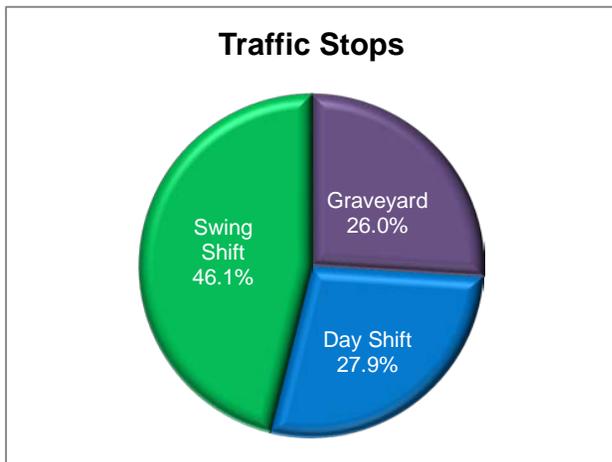
-  Assault
-  Burglary
-  Criminal Mischief
-  Stolen Vehicle
-  Theft



During September 2018, 373 traffic stops were made in the City and 270 traffic citations were issued. Included in these totals are 185 traffic stops (49.6%) and 226 (83.87) citations issued by the traffic deputies.

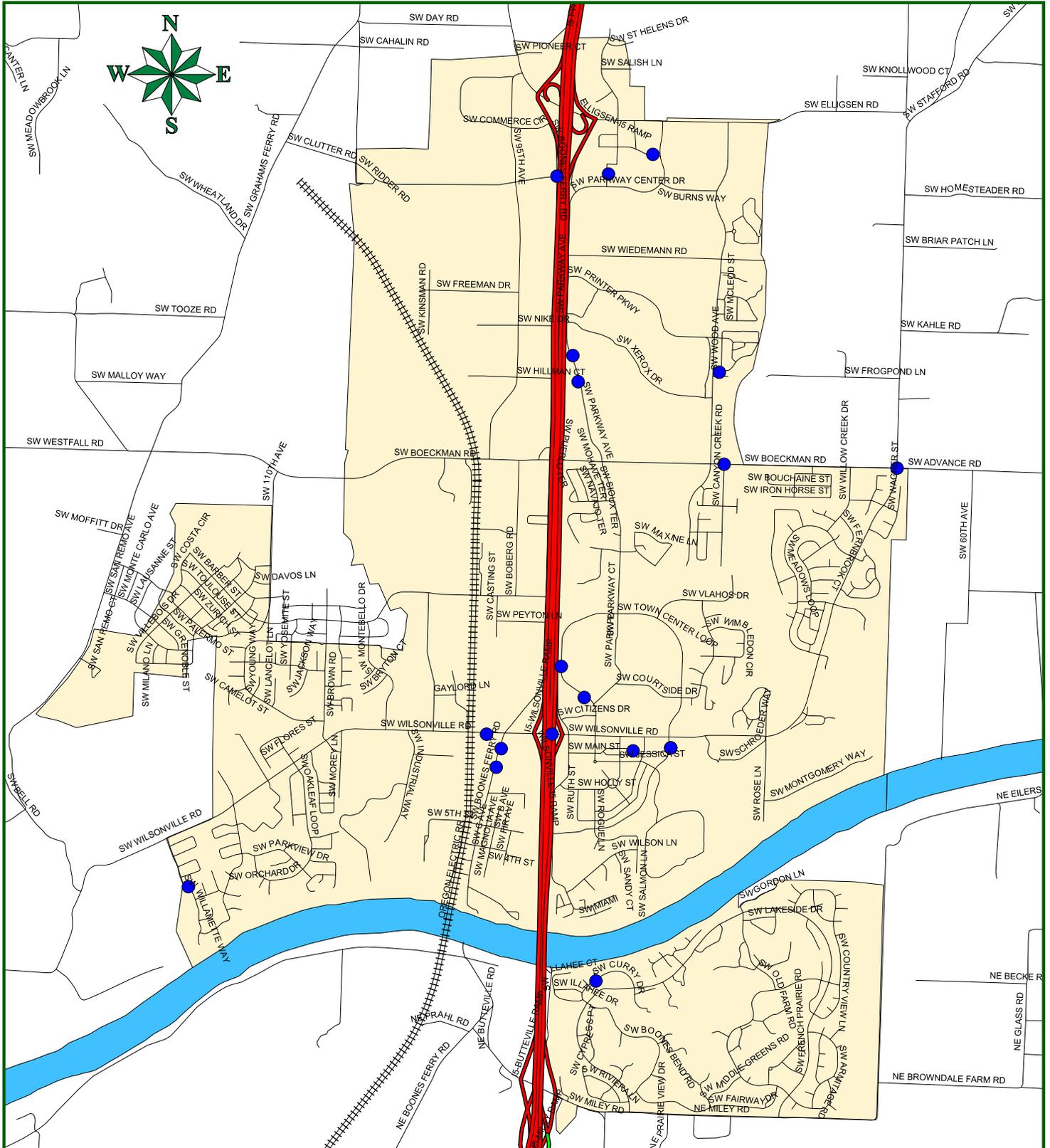
There were 3 arrests for Driving Under the Influence of Intoxicants (DUII).

Shift	Traffic Stops	Citations Issued
Graveyard	97	17
Day Shift	104	91
Swing Shift	172	162
<b>Total:</b>	<b>373</b>	<b>270</b>





# Wilsonville Traffic Crashes September 2018





# OCTOBER 2018 MONTHLY REPORT

## From The Director's Office:

October brought us trees dropping leaves, higher than average temperatures, Halloween along with a new public works team member and a start on providing the Police Department with much needed space.

We are pleased to announce Martin Montalvo has joined the Public Works Department as the Operations Manager. He comes to us with over 20 years of Public Works and Emergency Management experience the last six of which have been in the Portland Metro Region. We look forward to using his expertise to help us manage projects, improve processes, support staff and reenergize our emergency management program. Additionally, Martin serves in the Coast Guard Reserve as a 1st Class Petty Officer. Welcome Martin!



The City Facility Master Plan identified the top two facility needs for the City were to provide the Police Department with a larger work area and to relocate Public Works to a unified complex.

To achieve that goal it was determined the Public Works Department would move to a different location to allow the Police Department to take over the Public Works/Police Offices building.

Based on the Facility Master Plan recommendation, the City purchased 7.58 acre of property on Boberg Road (just north of the SMART/Fleet facility) on which to site the Public Works Complex.

The next step in the process is determining funding needs for the PW Complex and options for phasing the project. A Request for Proposal (RFP) was issued in mid-October seeking consultant services related to the development of a site master plan for the designated property including conceptual designs, cost estimates and construction phasing plans. Submittals are due November 19.

## Facilities Division

### Falling Leaves

Autumn is here and the Facilities crew has been busy keeping up with the dropped foliage from the trees surrounding the City's buildings and parking lots. We were happy to demonstrate how effective our vacuum truck loader is to the City of Lake Oswego Parks and Recreation team, who reached out to us earlier in the month, curious as to what type of equipment we use to help mitigate leaf debris during this time of the year.



### Recycling Run

The semi-annual lamp and ballast recycling run was completed at the end of October. One hundred and eighty five (185) lamps and 228 pounds of ballasts were packaged and taken to Batteries Plus for appropriately recycling. Just that much less hazardous waste in our landfills.



## Facilities Division

### Bulky Waste Day II

On October 27<sup>th</sup>, the City of Wilsonville collaborated with Republic Services to provide the citizens of Wilsonville the second bulky waste day of the year. This event allows citizens the opportunity to discard unwanted materials (with the exception of hazardous materials, construction debris, tires, and regular household garbage) free of charge at the Republic Services Recycling Center just off Ridder Road. Citizens that took advantage of this event were strongly encouraged to bring toiletry donations which were gathered and delivered to Wilsonville Community Sharing, who in turn sort the items, assemble kits to provide to local families in need.

Throughout the event, which lasted from 9AM-1PM, there was a solid string of traffic coming in and out of the recycling center. Over 300 customers were quite pleased to offload over 96 tons of unwanted material. A large majority of the participants donated toiletry items before driving to the scales. Thank you very much to Cathryn Breitbarth, Hector Castillo and the rest of the Republic Services crew that helped us plan and execute the event.



## Facilities Division

### Sidewalk Grind

Due to the settling of the concrete and the growth of the adjacent tree's root system, several sidewalk panels around City Hall were identified as potential trip hazards. To rectify the problem, the Roads Divisions provided training to the Facilities team on the use of concrete grinding equipment. Staff were able to remove the problem areas on City properties.



### Fire Extinguisher Recertification

This last month team member Robert Todd ensured the recertification of fire extinguishers within City Facilities. A total of 90 extinguishers were checked and re-certified by National Fire Fighter Corp. Six of the extinguisher were exchanged for new ones. Robert does an excellent job with life and safety checks every month making sure extinguishers, AED's, and exit signs within City Facilities are properly functioning and up to code.

## Utilities Division



### Meters and Boxes

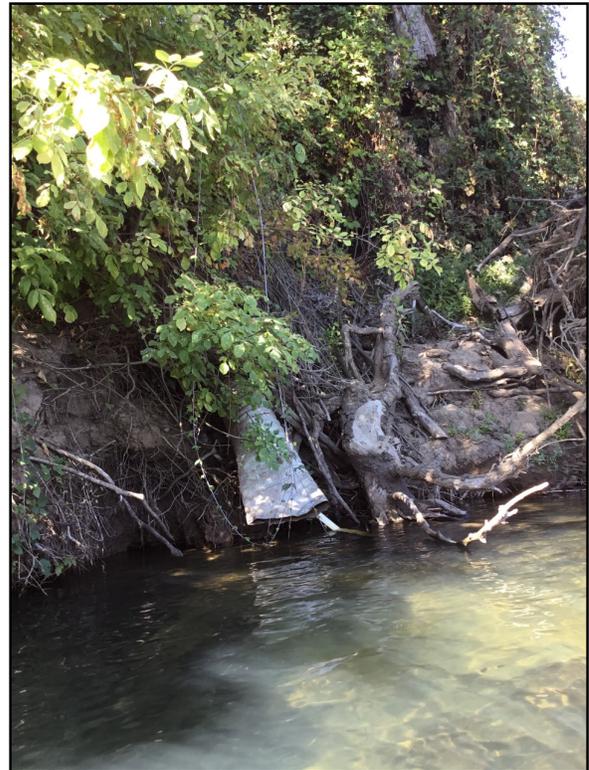
Replacing meters and meter boxes is an example of routine maintenance performed by the Utilities Division. Water Distribution Technician Chris Reece and Utility Maintenance Specialist Sam Kinnaman finish a sidewalk panel for meter box replacements on Champoeg Court.



## Road and Stormwater Division

### Stormwater Outfall Inspections

During the beautiful weather of October, Public Works and Natural Resources staff teamed up to take a journey down the Willamette River to inspect stormwater outfalls which the City of Wilsonville owns. While performing inspections staff also cleaned garbage out the river. From this outing we were able to identify some areas of concern, such as the one in the picture below showing a crush pipe. As a result the City will be able to resolve the issues before any major winter storms occur.



October Report  
November 5, 2018

## *Ride Right. Ride Worry-Free.*

Few writings more accurately define this country than the words deeply embedded in first 10 amendments to the United States Constitution. The architects of this great republic elegantly outlined specific guarantees of personal freedoms and rights for all, and without exception. Although all freedoms are scared, among the most coveted are our freedoms of religion, speech, press, assembly, and petition. The bottom line being, we all have certain freedoms that we hold dearly.

With this as the radiant backdrop, SMART has undertaken a campaign to make all transit trips "uneventful." Think about the best airline travel you've ever experienced. How would you describe it? Peaceful? Pleasant? On time? Uneventful? If you're like the rest of us, your answer to each of these descriptors should be an emphatic, yes!

Well, we at SMART believe that our customers and drivers have an absolute right to experience nothing less than the best that we have to offer. The new SMART Rider Rights of the Road seeks to provide each and every customer and driver with a safe, reliable and cost efficient trip. We are convinced that these new rider rules aren't meant for everyone, they are intended for those who would rather disrupt your right to an uneventful transit trip.

Although no law can totally ensure compliance, the new transit Rider Rights of the Road will go a long way in protecting your right to travel in peace.

Rest assured that along every mile of the way and with every turn, SMART will be there to promote and provide worry-free travel. It is our job. It is what we do.

*Director's Report*

*Dwight Brashear Transit Director*

**SMART**  
SOUTH METRO AREA REGIONAL TRANSIT



# Bus Rodeo & Training

Operations - Eric Loomis  
Operations Manager



SMART held its Annual Bus Rodeo with 30 drivers participating in the course. The rodeo course consists of six obstacles that challenge the drivers' skill behind the wheel. The serpentine gives drivers just enough room to weave through barrels, which

helps with right and left side awareness. The reverse alley dock requires the driver to turn a 90 degree turn in reverse and stop the bus with the rear bumper within three feet of a cone behind the bus, without going beyond it. Left and right turns allow drivers to improve pivot points, focusing on the rear dual tires getting within 12 inches of a pivot cone without touching it. Diminishing clearance gives drivers the opportunity to master lane placement where they drive through five sets of barrels that begin at 10 feet wide and narrow to 8'10". The bus itself is 8'6" wide, giving the driver 2 inches of clearance on both sides of the narrowest barrels. Last is the judgement stop. The driver has to stop the bus within 12 inches from a cone centered in front of the bus. This can be a



challenging task with bike racks mounted on the front bumper and limited visibility. The maximum amount of points available is 300.

**The winner of SMART's 2018 Rodeo was Vince Espinoza with a score of 295!**

## Ridership by Route

Route	1X Salem	2X Barbur	2X Sat Barbur	3X Canby	4 Wilsonville	4 Sat Wilsonville	5 95th Commerce	6 Argyle Square	C Charb Shuttle	7 Villebois	Villebois Shuttle	Total
October 2017	3480	5963	208	758	8178	363	1045	1653	N/A	271	1454	23373
October 2018	3842	7156	195	627	10883	426	1259	1840	133	190	2097	28915
% Change	+9.42%	+16.67%	-6.67%	-19.2%	+24.86%	+14.79%	+17.00%	+10.16%	N/A	-42.63%	+30.66%	+19.17%

## at the Ready

Fleet - Scott Simonton Fleet Manager

**Electric bus progress:** The lengthy process of developing final build specifications for our upcoming battery-electric buses has been completed, and a purchase contract is nearly finished. The project is currently on schedule, with an anticipated delivery date scheduled for April 2019. Portland General Electric's service design team is currently finishing the charging station service design.

**More Compressed Natural Gas buses:** Three CNG cutaway buses have been ordered, which will bring the total number of our CNG fleet to seven vehicles. Delivery is expected in March 2019.

**City Fleet winter readiness:** Fleet staff have completed the annual inventory of traction devices, and wear items associated with the plows and sanding equipment utilized by Public Works. In the coming weeks, both plow/sanding units will receive their annual maintenance.



### Events and Marketing - Michelle Marston Marketing and Outreach Coordinator

SMART was on hand at Mentor Graphics Coherent and the TriMet WES mechanic building during October for education and information sharing at the annual Wellness Fairs.

Our Rider Rights campaign began to roll out with information on the SMART website and in a Boones Ferry Messenger article. "Channel Card" displays were installed mid month inside the entire SMART fleet.

SMART's Halloween trolley was seen at the Stein Boozier Harvest Festival this year providing free 15 minute rides.

Marketing and Outreach training was attended at the Annual Oregon Transportation Conference in Bend during the last week in October.



Real-time route training was provided for Charbonneau residents on a trip to experience happy hour via SMART bus.

### Grants & Procurement - Elli Work Grants and Programs Manager

The old British saying, "penny wise, pound foolish" means being, "Prudent and thrifty with small amounts of money, but wasteful and profligate with large amounts." As stewards of public funds, we at SMART take our responsibility to be prudent and thrifty with all streams of funding, including the .5% employment tax; federal formula allocations; state and federal discretionary awards; and funding through Metro and TriMet.

Not only do we work closely with fleet and legal to ensure purchasing compliance, we also investigate how and when to support local businesses. From getting the best bulk price for SMART pens (swag) to obtaining bids for vehicles, SMART accepts the awesome responsibility to be prudent and thrifty with any and all amounts of funding.



An example is finding a vendor for digital signage. After exhaustive research, CHK America was chosen to supply SMART's first real-time digital display at the Wilsonville Transit Center. The console offers real-time bus arrivals/departures and remote schedule updates, mapping, and rider alerts. It is designed to endure extreme weather and is solar powered with a battery backup. The console was ordered this month and is currently in production. This rider amenity is provided through Section 5307 federal formula funding. And that, friends, is an excellent use of alliteration, in addition to a prudent procurement process.

### Planning - Nicole Hendrix Transit Management Analyst

In September 2018, SMART completed its Second Annual Rider Survey. Results were extremely similar to the year prior due to a high percentage of repeat or "frequent" riders. With this information, SMART staff determined the Rider Survey would occur biennially, with a Satisfaction Survey conducted in the off-years to focus on service satisfaction and quality. This follows the National Citizen Survey where SMART ranked fifth out of 238 other cities for bus service quality and tenth out of 214 for ease of travel, ranking much higher than the national benchmark.

