



## **City Council Meeting May 3, 2021**

**Executive Session 5:00 pm  
Work Session 5:25 pm  
Council Meeting 7:00 p.m.  
(All held in Council Chambers)**

This meeting is taking place with social distancing precautions in place:

- Councilors are participating virtually, via Zoom videoconferencing.

### **To Provide Public Comment:**

- Written comments may be submitted to the City Recorder (Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, OR 97070).
- Digital comments (email) may be submitted to [cityrecorder@ci.wilsonville.or.us](mailto:cityrecorder@ci.wilsonville.or.us).
- Individuals may participate online through the Zoom videoconferencing platform.
- Contact City Recorder at (503) 570-1506 [cityrecorder@ci.wilsonville.or.us](mailto:cityrecorder@ci.wilsonville.or.us) to register.

### **You can watch the City Council Meeting here:**

You Tube: [youtube.com/c/CityofWilsonvilleOR](https://www.youtube.com/c/CityofWilsonvilleOR)

Zoom: <https://us02web.zoom.us/j/81536056468>

# City of Wilsonville

City Council Meeting

May 3, 2021



**AGENDA**

**WILSONVILLE CITY COUNCIL MEETING  
MAY 3, 2021  
7:00 P.M.**

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

Mayor Julie Fitzgerald

Council President Kristin Akervall  
Councilor Charlotte Lehan

Councilor Joann Linville  
Councilor Ben West

**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, Work Session, and City Council meetings  
will be held in the Council Chambers, City Hall, 1<sup>st</sup> Floor**

- 5:00 P.M. EXECUTIVE SESSION** [25 min.]  
A. Pursuant to: ORS 192.660 (2)(e) Real Property Transactions  
ORS 192.660(2)(h) Legal Counsel / Litigation
- 5:25 P.M. REVIEW OF AGENDA AND ITEMS ON CONSENT** [5 min.]
- 5:30 P.M. COUNCILORS' CONCERNS** [5 min.]
- 5:35 P.M. PRE-COUNCIL WORK SESSION**
- A. Vertical Housing Development Zones (VHDZ) (Rybold/Vance) [20 min.]
  - B. Community Enhancement Program Recommendations (Monahan) [15 min.]
  - C. Diversity, Equity and Inclusion Committee Bylaws (Monahan) [30 min.]
  - D. Purchase of Three 21 Passenger CNG Buses (Simonton) [10 min.]
- 6:50 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, May 8, 2021 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10 a.m. on April 20, 2021. 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. MAYOR'S BUSINESS**

- A. Upcoming Meetings

**7:15 P.M. COMMUNICATIONS**

**7:15 P.M. CITIZEN INPUT AND 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. COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS**

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

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

A. **Resolution No. 2892**

A Resolution Of The City Of Wilsonville Authorizing South Metro Area Regional Transit (SMART) To Purchase Three 21 Passenger Compressed Natural Gas (CNG) Buses From Davey Coach Sales, Inc. (Simonton)

B. **Resolution No. 2893**

A Resolution Of The City Council Creating The Diversity, Equity And Inclusion (DEI) Committee. (Monahan)

C. **Resolution No. 2894**

A Resolution To Allocate Community Enhancement Funds For Fiscal Year 2021/2022. (Monahan)

- D. Minutes of the April 19, 2021 City Council Meeting. (Veliz)

**7:50 P.M. NEW BUSINESS**

- A. None.

**7:50 P.M. CONTINUING BUSINESS**

- A. None.

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

- A. None.

4/28/2021 2:21 PM Last Updated

**7:50 P.M. CITY MANAGER'S BUSINESS**

**7:55 P.M. LEGAL BUSINESS**

**8:00 P.M. ADJOURN**

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



**CITY COUNCIL MEETING  
STAFF REPORT**

<b>Meeting Date:</b> May 3, 2021		<b>Subject:</b> Vertical Housing Development Zones (VHDZ)	
		<b>Staff Member:</b> Jordan Vance, Economic Development Manager and Kimberly Rybold, AICP, Senior Planner	
		<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 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> Provide input about implementation of VHDZ for the project team to further analyze and share with City Council at a subsequent work session.			
<b>Recommended Language for Motion:</b> N/A			
<b>Project / Issue Relates To:</b>			
<input checked="" type="checkbox"/> Council Goals/Priorities: Town Center Plan Implementation	<input checked="" type="checkbox"/> Adopted Master Plan(s): Villebois Village Master Plan, Town Center Plan	<input type="checkbox"/> Not Applicable	

**ISSUE BEFORE COUNCIL:**

The project team will provide a short overview on Vertical Housing Development Zones (VHDZ) and seek City Council input on additional information needed to provide direction on possible implementation in Villebois Village Center and Town Center.

## **EXECUTIVE SUMMARY:**

City Council discussed Vertical Housing Development Zones (VHDZ) in the Villebois Village Center at two work sessions in 2019. At the time, the VHDZ discussion was specifically associated with a proposed development application, which ultimately was not submitted to the City for review. Two recent planning processes, the Town Center Plan and Equitable Housing Strategic Plan, identified the use of VHDZ as a tool to incentivize multi-story, mixed-use development in specific locations in Wilsonville. Given the direction from these plans, it is timely to revisit the discussion independent of any specific development proposal to support future mixed-use development opportunities in the Villebois Village Center and Town Center consistent with adopted master plans for these areas. The purpose of this work session is to gather Council's research needs and questions on the VHDZ program so that Council can provide direction on possible implementation of VHDZ at future work sessions.

The 2019 Town Center Plan included a short-term implementation action (ED.10 – Consider Adopting a VHDZ) to explore locations in Town Center where this may be a suitable tool to help achieve the Plan's goals by stimulating targeted construction of vertical mixed-use buildings. The 2020 Equitable Housing Strategic Plan included VHDZ as one of the tax abatements to explore (Action 1D: Create Housing Tax Abatement Programs to Achieve Housing Diversity and Affordability) to promote the development of housing with access to services and amenities in the Villebois Village Center and Town Center.

As noted in the Equitable Housing Strategic Plan, while ground floor retail is desirable to increase access to services and amenities in a neighborhood, the additional expense and regulatory requirements that result often make projects financially infeasible. VHDZ incents multi-story, mixed-use development by offering a partial property tax exemption on the improvement value to developments that include housing with non-residential use on the ground floor, with the amount of tax exemption increasing based on the size of the project. A tax exemption can help to increase development feasibility for projects that might not otherwise pencil. Attachment 1 includes an excerpt from the Equitable Housing Strategic Plan that provides an overview of VHDZ.

Once a VHDZ has been created, projects that meet the definition of a Vertical Housing Project can apply for a 10-year partial property tax exemption. The tax exemption is typically 20 percent per equalized floor of residential use (up to 80 percent) above a ground floor that is typically at least 50 percent commercial use. The exemption applies to all taxing jurisdictions that did not opt out when the zone was established. After 10 years, the full value of the project is placed on the tax rolls. The abatement applies only to the value of the building, not the land.

An additional property tax exemption on the land may be given if some or all of the residential units are considered for affordable housing (defined as households earning 80% of area median income or below), at the same proportional rate as the commercial exemption based on the equalized number of floors of affordable housing. While this provides an additional abatement incentive, to date VHDZ has not been widely used for affordable housing in Oregon.

The 2017 State Legislature gave administration of VHDZs to cities and counties with the passage of Senate Bill 310. Prior to this Legislation, the program was administered by the State Department of Housing and Community Services. The bill assigns the designation of zones and the administration of projects within VHDZs to local jurisdictions and requires the jurisdictions to establish their own program (i.e. application, administration, etc.) should they desire to use the VHDZ program. In establishing these programs, localities have the ability to include specific program requirements, such as amount and type of commercial use, affordability requirements, and other community benefits requirements. There are not currently any VHDZs in Wilsonville but it is a common tool in Oregon to encourage mixed-use development, with 22 other cities utilizing it as of 2020, including Hillsboro, Beaverton, Tigard, Canby, Milwaukie, Eugene, Gresham and Oregon City.

Once a VHDZ has been approved by City Council, staff would notify all taxing jurisdictions which overlap the VHDZ area. Taxing Districts have the opportunity to “opt out” of participation in the VHDZ. Although this program offers tax exemptions to qualified projects, it is designed to ensure that taxing districts will not be negatively impacted. Typically, the tax exemption applies only to the *additional value* created by the addition of the first four floors of residential development in a mixed-use building. For market rate housing projects, tax districts receive taxes on 100 percent of the “pre-project” value of the property and taxes on the increased property value of the first story non-residential development. After 10 years, the exemption to the project expires and taxing districts receive taxes on the full value of the property.

The City is contracting with ECONorthwest, an economic consulting firm, to provide research and analysis on how the City can best approach possible implementation of a VHDZ in Villebois Village Center and Town Center. While the program and its minimum requirements are authorized by the state, it is up to individual localities to establish additional specific eligibility criteria. To assist City Council in providing specific direction on potential implementation of VHDZ at a future meeting, staff seeks feedback on the following questions:

- What specific questions do you have about implementation of VHDZ in Villebois Village Center and Town Center to help you to confirm if the City should pursue this tax abatement in one or both of these areas?
- Is there any specific research or analysis you would find helpful in making this determination?
- Are there additional policy objectives you would like researched for potential incorporation into the program criteria (such as commercial requirements, affordable housing, community benefits requirements, etc.)?

Following this work session, staff will share this feedback with the consultant team, who will gather the requested information and analysis into a memo that will be presented at an upcoming work session. Based on this information, key topics requiring further City Council direction will include confirmation and timing of implementation, applicable geography of the zones, particularly for Town Center, and any other criteria that would be applied to the City’s VHDZ program.



**EXPECTED RESULTS:**

City Council will share questions and other desired analysis with staff needed to provide further direction on implementation of VHDZ.

**TIMELINE:**

The project team will prepare additional analysis, which will be presented to City Council in summer 2021. Pending City Council direction, additional work to implement VHDZ will occur throughout 2021.

**CURRENT YEAR BUDGET IMPACTS:**

Preliminary project scope is at \$45,000. Funding for consultant services will be partially funded by professional services funds from the Planning Division budget, supplemented by funding from CIP project #3004 for Town Center related VHDZ work. The amended budget for FY2020-21 includes approximately \$268,000 for Town Center Implementation. Staff time will be required to create and administer the VHDZ program.

**FINANCIAL REVIEW / COMMENT:**

Reviewed by: CAR Date: 4/21/2021

**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ Date: 4/27/2021

**COMMUNITY INVOLVEMENT PROCESS:**

The Town Center Plan included a robust and inclusive public outreach process where VHDZ was identified as an implementation action. The priorities identified in the Equitable Housing Strategic Plan, including tax abatements for housing, were generated through a community input process that included focus groups, surveys, and Task Force input. Any mixed-use development qualifying for VHDZ will go through the typical City development review process before the Development Review Board, which allows for public comment from residents, neighbors and property owners.

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

Adoption of VHDZ would provide a targeted incentive for ground-floor retail uses to support the community's vision for more vibrant, walkable, mixed-use places as called for in the Villebois Village Master Plan and Town Center Plan. Ultimately, adoption of VHDZ can create long-term community wealth through the construction of mixed-use buildings that will be fully taxed after the partial abatement ends.

**ALTERNATIVES:**

City Council can provide direction to allow future mixed-use development in the Villebois Village Center and Town Center to happen organically without the assistance of a tax abatement incentive.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENT:**

1. Excerpt from Equitable Housing Strategic Plan – VHDZ Overview

## Appendix E: Property Tax Abatement Programs for Housing in Oregon

Oregon has several property tax abatement programs that can be used to support development of affordable housing or to leverage private housing development to provide benefits (e.g., a portion of units at reduced rents, or ground floor retail in key areas) that the market may not deliver on its own. Each program differs in the type of housing it incents (eligibility criteria), the geographic specificity, and other policy parameters:

- **Vertical Housing Development Zones (VHDZ):** Incent multi-story mixed-use development by offering a partial property tax exemption for 10 years to developments that include housing as well as non-residential use (e.g., retail on the ground floor), with a larger tax exemption for higher density developments. Overlapping taxing districts can opt out.
- **Multiple Unit Property Tax Exemption (MUPTe, sometimes called MULTE):** Can be used to incent multifamily housing with particular features or at particular price points by offering qualifying developments a partial property tax exemption for 10 years (or longer, for housing subject to affordability agreements). Limited to adopting jurisdiction's taxes unless there is sufficient support from overlapping taxing districts.
  - **Low-Income Rental Housing Exemption:** Provides a 20-year, renewable property tax exemption for rental housing for low-income households (60% of area median income and below). Housing need not be owned or operated by a nonprofit entity; if it is not, only housing built after the program is adopted is eligible. Limited to adopting jurisdiction's taxes unless there is sufficient support from overlapping taxing districts. Requires that savings be passed on to tenants through rent reductions.
  - **Nonprofit Low-Income Rental Housing Exemption:** Provides a full property tax exemption for new and existing affordable housing owned and operated by a nonprofit organization for as long as the property meets eligibility criteria. Also applies to land held by a nonprofit for future affordable housing development. Limited to adopting jurisdiction's taxes unless there is sufficient support from overlapping taxing districts.
  - **Temporary Exemption for Newly Rehabilitated or Constructed Multiunit Rental Housing:** Incent development or rehabilitation of multifamily rental housing with rents affordable to households with an annual income at or below 120% of area median income citywide through a full property tax abatement for no more than 10 years. Does not take effect unless there is sufficient support from overlapping taxing districts.
  - **Homebuyer Opportunity Limited Tax Exemption (HOLTE):** Provides a 10-year property tax exemption for the structural improvements of a new or rehabilitated single-unit housing. Available for properties valued at no more than 120% of the median sales price. Allows each city to determine its own income and owner-occupancy requirements.

The following sections describe each program and its pros and cons. To facilitate comparison between programs, key features and differences of the programs are summarized in Exhibit 1 on page.

## Vertical Housing Development Zones (VHDZ)

### How It Works

This program incentivizes mixed-use development and affordable housing by partially exempting property taxes for qualifying projects. The exemption varies in accordance with the number of residential floors in a mixed-use project; the maximum property tax exemption is 80% of the residential improvement value over 10 years. An additional property tax exemption on the land may be given if some or all of the housing is for low-income persons (80% of area median income or below). There is no tax exemption on the non-residential component.

Before a city or county can grant an exemption for an eligible development project, they must establish a VHDZ. Per state statute, jurisdictions must consider the potential for displacement<sup>1</sup> of households within a proposed vertical housing development zone before designating the zone. Once the VHDZ is established, the developer may apply for the city's Vertical Housing Tax Abatement Program.

### Pros

- Targeted tool to support mixed-use development in places with locational advantages.
- Overlapping taxing districts must take action to opt out, rather than having to take affirmative action to approve zone designations and project applications.
- Offers incentives for market-rate, mixed-income, and affordable housing, with greater incentives for affordable/mixed income housing.
- Incentivizes higher density development as well as mixed-income development.

### Cons

- May provide insufficient incentive to lead to affordability unless paired with other tools.

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<sup>1</sup> According to the relevant statute (ORS 307.841(2)): "Displacement" means a situation in which a household is forced to move from its current residence due to conditions that affect the residence or the immediate surroundings of the residence and that: (a) A reasonable person would consider to be beyond the household's ability to prevent or control; (b) Occur despite the household's having met all previously imposed conditions of occupancy; and (c) Make continued occupancy of the residence by the household unaffordable, hazardous or impossible.

In evaluating this issue for other communities, ECONorthwest has considered the potential for displacement because of redevelopment of existing housing with new development using the VHDZ program ("direct displacement"), and the potential that the presence of new development that uses the VHDZ program could encourage property owners to increase rents in existing housing to a degree that the households can no longer afford them ("indirect displacement").

- Requires retail space, which may not be viable or appropriate for all projects, and can be particularly challenging for publicly-funded, affordable housing projects.
- Can't qualify until project is under construction—creates uncertainty for developer & lenders
- Reduces general fund revenues for all overlapping taxing districts (unless they opt out).

### Best for:

- Encouraging mixed-use development in locations where ground-floor commercial uses are essential to the vision and mixed use is not economically feasible yet.

### Implementation Considerations

- Both ground-floor retail and multifamily rental housing must be allowed, appropriate, and potentially desirable to tenants for the program to be effective.
- The program works better for taller development (at least 4 stories tall) since the incentive is very limited for lower-scale development. It should be applied in places where this is allowed, desirable, and close to being feasible, given the higher cost of such development relative to 2- to 3-story housing or single-story retail.
- Expect market-rate development through this program, if any development occurs because of it—there is little or no history of it being used for affordable housing in Oregon. Also consider how any affordability restrictions will be monitored and enforced.

## ~~Multiple Unit Property Tax Exemption (MUPTE)~~

### ~~How It Works~~

~~Through a multiple unit property tax exemption, a jurisdiction can encourage multifamily and attached housing in specific locations lacking in housing choices, or inclusion of units with below market rents. The abatement applies to improvement value only and lasts for 10 years, except for affordable housing, which lasts as long as the affordability restriction lasts. Though the state enables the program, each city has an opportunity to shape the program to achieve its goals by controlling the geography of where the exemption is available, eligibility criteria (including required public benefits), program requirements, application process and fees, and program cap.~~

~~The City can select projects on a case-by-case basis through a competitive process. Applicants must show that the housing would not be feasible without the abatement.~~

~~To implement the exemption, the City would take the following steps:~~

- ~~(1) Determine desired eligibility criteria (percentage of affordable or workforce housing or other public benefits, where the program applies, etc.).~~

## Exhibit 1. Housing Tax Exemption Program Comparison

Program	Vertical Housing Development Zones (VHDZs)	Multiple-Unit Property Tax Exemption (MUPTe)	Low-Income Rental Housing Exemption	Nonprofit Low-Income Rental Housing Exemption	Temporary Exemption for Newly Rehabilitated or Constructed Multiunit Rental Housing	Homebuyer Opportunity Limited Tax Exemption
<b>Authorizing Statute</b>	ORS 307.841 to 307.867	ORS 307.600 to 307.637	ORS 307.515 to 307.535	ORS 307.540 to 307.548	HB 2377 / chapter 624, Oregon Laws 2017 <sup>1</sup>	ORS 307.651 to 687
<b>Adoption / Designation Process</b>	City designates via ordinance or resolution. Notice to overlapping taxing districts required. Must consider potential for displacement of households in the zone.	City designates via ordinance or resolution. Public hearing required to determine whether qualifying housing would or would not be built without the benefit of the program. City must establish standards and guidelines with requirements for eligibility.	City adopts an ordinance or resolution. City sets any additional local requirements.	City adopts an ordinance or resolution. City must select one of two definitions of affordability and set any additional local requirements.	City adopts an ordinance or resolution. City must establish definitions of affordability and duration of exemption. Overlapping taxing districts must agree (see below).	City adopts an ordinance or resolution.
<b>Participation by Other Taxing Districts</b>	Can elect not to participate within 30 days from City notice	None, unless districts representing at least 51% of combined levy agree by board resolution to participate, in which case all districts are included.	None, unless the boards of districts representing at least 51% of combined levy agree to the exemption for a given property, in which case all districts are included	None, unless the boards of districts representing at least 51% of combined levy agree to the exemption for a given property, in which case all districts are included.	Exemption cannot take effect unless governing bodies representing at least 51% of the total combined tax rate (when combined with the City's tax rate) agree to grant the exemption.	Exemption cannot take effect unless governing bodies representing at least 51% of the total combined tax rate (when combined with the City's tax rate) agree to grant the exemption.
<b>Eligible Areas</b>	Within designated areas. City may designate any area it chooses. <sup>2</sup>	Within designated areas such as core areas, <sup>3</sup> light rail station areas, transit-oriented areas (within a quarter-mile of fixed-route transit service per a local transportation plan), or Urban Renewal Areas. Alternatively, the City can designate the entire City and limit the program to affordable housing.	Anywhere in a city	Anywhere in a city	Anywhere in a city	Anywhere in a city

Program	Vertical Housing Development Zones (VHDZs)	Multiple-Unit Property Tax Exemption (MUPTe)	Low-Income Rental Housing Exemption	Nonprofit Low-Income Rental Housing Exemption	Temporary Exemption for Newly Rehabilitated or Constructed Multiunit Rental Housing	Homebuyer Opportunity Limited Tax Exemption
<b>Eligible Projects / Properties</b>	Must include at least one “equalized floor” of residential; at least 50% of the street-facing ground-floor area must be committed to non-residential use. Can be new construction or rehabilitation. City can add other criteria.	Housing subject to a housing assistance contract with a public agency (must show that the exemption is necessary to preserve or establish the low-income units, but the statute does not define an income threshold); OR housing that meets City-established criteria for design elements benefitting the general public and number of units. If transit-oriented, must support the transit system. May be new construction, addition of units, or conversion of existing building to residential use.	New rental housing exclusively for low-income households (60% of area median income and below). Housing need not be owned or operated by a nonprofit entity. Existing nonprofit-owned housing can also qualify. Rents must reflect the full value of the property tax abatement. City can add other criteria.	New rental housing exclusively for low-income households (at or below 60% AMI); rental housing for low-income persons (at or below 60% AMI) that is owned, being purchased, and/or operated by a nonprofit; <sup>4</sup> or land held for affordable housing development. Rents must reflect the full value of the property tax abatement. City can add other criteria.	Newly rehabilitated or constructed multiunit rental housing. Rental units affordable to households with an annual income at or below 120% of AMI.	Existing or new construction single-family, townhome, or condominium with an annual income at or below 120% of AMI.
<b>Extent of Tax Exemption / Abatement</b>	Improvements exempt based on number of “equalized floors” of residential use: 20% for 1 floor, 40% for 2 floors, 60% for 3 floors, 80% for 4 floors. Land partially exempt for low-income housing (up to 80% AMI) – same % per floor as above.	Improvements exempt. Exemption does not apply to commercial components unless required as a public benefit element.	Land and improvements exempt.	Land and improvements exempt.	Full property tax levy of all taxing districts.	Improvements exempt.

Program	Vertical Housing Development Zones (VHDZs)	Multiple-Unit Property Tax Exemption (MUPTe)	Low-Income Rental Housing Exemption	Nonprofit Low-Income Rental Housing Exemption	Temporary Exemption for Newly Rehabilitated or Constructed Multiunit Rental Housing	Homebuyer Opportunity Limited Tax Exemption
<b>Duration of Tax Exemption / Abatement</b>	Exemption is for 10 years (this is set in statute, not by the City).	Exemption is for up to 10 years (this is set by statute, not by the City), except that for low-income housing, exemption can be extended for as long as the housing is subject to the public assistance contract.	Exemption lasts 20 years, but can be renewed.	Must be applied for every year, but can continue as long as the property meets the criteria.	City must establish a schedule that provides longer exemptions for projects with more qualifying units, with a maximum of 10 years.	Maximum of 10 years
<b>Where in use<sup>5</sup></b>	<p><b>Program Established and Tax Abatements Granted:</b> Tigard, Hillsboro, Beaverton, Milwaukie, Gresham</p> <p><b>Program Adopted:</b> Oregon City, Wood Village, Forest Grove, Stayton, Springfield, Cottage Grove, Monmouth, La Grande, The Dalles, Canby, Central Point, Klamath Falls, Roseburg, Grants Pass, Medford, Eugene</p>	Portland, Eugene, Salem, Newport	Springfield, Eugene, Bend	Newport, Beaverton, Portland, Tigard, Forest Grove, Cornelius, Wilsonville	None identified to date	Portland

<sup>1</sup> The text is included following ORS 307.867 in the online version of ORS Chapter 307, but is not numbered to match the rest of the statute.

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<sup>2</sup> The prior statutes governing the VHDZ program specified certain types of areas where VHDZs could be designated. The current version of the statute leaves this decision entirely up to the City. However, logically, the zoning would need to allow both residential and non-residential uses in order to allow development that could be eligible for VHDZ tax abatement.

<sup>3</sup> “Core areas” is not defined in the statute. The legislative findings in ORS 307.600 suggest that the intent is for areas around a downtown, but there seems to be discretion for the City to interpret this broadly if desired.

<sup>4</sup> For the nonprofit corporation low-income housing program, eligibility is housing owned by a nonprofit that is occupied by low-income persons (at or below 60% AMI to start, and up to 80% AMI in subsequent years).

<sup>5</sup> This list is based on the best information available to ECONorthwest in April 2020, but it may not be exhaustive.



## CITY COUNCIL ROLLING SCHEDULE Board and Commission Meetings 2021

Items known as of 04/28/21

### May

DATE	DAY	TIME	EVENT	LOCATION
5/10	Monday	6:30 p.m.	DRB Panel A	Council Chambers
5/11	Tuesday	6:00 p.m.	Wilsonville-Metro Community Enhancement Committee	Council Chambers
5/12	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
5/13	Thursday	4:00 p.m.	Parks and Recreation Advisory Board	Parks & Recreation Admin Building
5/17	Monday	7:00 p.m.	City Council Meeting	Council Chambers
5/19	Wednesday	6:00 p.m.	Budget Committee #1	Council Chambers
5/20	Thursday	6:00 p.m.	Budget Committee #2	Council Chambers
5/24	Monday	6:30 p.m.	DRB Panel B	Council Chambers
5/25	Tuesday	6:00 p.m.	Budget Committee #3 (if needed)	Council Chambers
5/26	Wednesday	6:30 p.m.	Library Board	Library
5/26	Wednesday	6:30 p.m.	Special City Council Meeting	Council Chambers

### June

DATE	DAY	TIME	EVENT	LOCATION
6/7	Monday	7:00 p.m.	City Council Meeting	Council Chambers
6/9	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
6/14	Monday	6:30 p.m.	DRB Panel A	Council Chambers
5/11	Tuesday	6:00 p.m.	Wilsonville-Metro Community Enhancement Committee	Council Chambers
6/21	Monday	7:00 p.m.	City Council Meeting	Council Chambers
6/23	Wednesday	6:30 p.m.	Library Board	Library
6/28	Monday	6:30 p.m.	DRB Panel B	Council Chambers

### Community Events:

- 5/4** Estate Planning 101 Webinar with Rose Elder Law at 10:00 a.m.
- 5/5** Profiles presentation on The Courage to Be Frida online from 11:00 a.m. to 12:30 p.m.
- 5/6** Toddler and Baby Time LIVE (online) from 10:30 a.m. – 11:00 a.m.
- 5/8** English Conversation Group (online) from 9:30 a.m. – 10:30 a.m.
- 5/10** English Conversation Group (online) from 6:00 p.m. – 7:00 p.m.
- 5/11** Toddler and Baby Time LIVE (online) from 10:30 a.m. – 11:00 a.m.
- 5/12** Article Club program on "Out of the Barrel of a Gun" by Charles Homans, The New York Times Magazine online from 1:00 p.m. to 1:30 p.m.
- 5/13** Storytime LIVE (online) at 10:30 a.m. – 11:00 a.m.

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



**CITY COUNCIL MEETING  
STAFF REPORT**

<p><b>Meeting Date:</b> May 3, 2021</p>	<p><b>Subject: Resolution No. 2892</b> Purchase of Three 21 Passenger CNG Buses</p> <p><b>Staff Member:</b> Scott Simonton, Fleet Services Manager</p> <p><b>Department:</b> Fleet Services</p>	
<p><b>Action Required</b></p>	<p><b>Advisory Board/Commission Recommendation</b></p>	
<p><input checked="" type="checkbox"/> Motion</p> <p><input type="checkbox"/> Public Hearing Date:</p> <p><input type="checkbox"/> Ordinance 1<sup>st</sup> Reading Date:</p> <p><input type="checkbox"/> Ordinance 2<sup>nd</sup> Reading Date:</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Information or Direction</p> <p><input type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Council Direction</p> <p><input checked="" type="checkbox"/> Consent Agenda</p>	<p><input type="checkbox"/> Approval</p> <p><input type="checkbox"/> Denial</p> <p><input type="checkbox"/> None Forwarded</p> <p><input checked="" type="checkbox"/> Not Applicable</p> <p><b>Comments:</b> N/A</p>	
<p><b>Staff Recommendation:</b> Staff recommends Council adopt the Consent Agenda.</p>		
<p><b>Recommended Language for Motion:</b> I move to approve the Consent Agenda.</p>		
<p><b>Project / Issue Relates To:</b> Transit vehicle replacement. Staff is seeking Council approval for the purchase of three 21 passenger, CNG fueled buses.</p>		
<p><input type="checkbox"/> Council Goals/Priorities</p>	<p><input type="checkbox"/> Adopted Master Plan(s)</p>	<p><input checked="" type="checkbox"/> Not Applicable</p>

**ISSUE BEFORE COUNCIL:**

Staff is seeking Council approval for the purchase of three 21-passenger CNG fueled buses, using a combination of State and Federal grant funds.

**EXECUTIVE SUMMARY:**

SMART obtains funding for vehicle purchases from various sources. This procurement is funded by a combination of Federal Transit Administration (FTA) and Statewide Transportation Improvement Fund (STIF) grants. The vehicles have been combined into one procurement because all the three vehicles are identical.

Through a Request for Proposals, Davey Coach Sales proposed price of \$127,462 per bus was selected as the best value to the City. This project includes three buses, at a total cost of \$382,386. Of this amount, grants will cover \$312,598, leaving SMART responsible for a local match in the amount of \$69,788.

	STIF Discretionary (ODOT)	STIF Regional Coordination Program (TriMet)	FY16 Section 5339(b) Bus Replacement	Local Match (STIF)	Revised Match (STIF)	Total Planned	Total Bid Amount
STIF Project 13 (RCP Route 2X)	\$ 89,000	\$ -	\$ -	\$22,250	\$25,492	\$111,250	\$127,462
STIF Discretionary (Medical Shuttle)	\$ -	\$ 120,000	\$ -	\$ -	\$ 7,462	\$120,000	\$127,462
OR-2019-015-00 (CNG)	\$ -	\$ -	\$ 80,355	\$32,646	\$36,824	\$113,001	\$127,462
					\$69,778	\$344,251	\$382,386

**EXPECTED RESULTS:**

N/A

**TIMELINE:**

Anticipated lead time required to build these buses will result in an expected delivery occurring in February of 2022.

**CURRENT YEAR BUDGET IMPACTS:**

This planned vehicle purchase has been included in SMART’s FY 21-22 budget request.

**FINANCIAL REVIEW / COMMENT:**

Reviewed by: CAR Date: 4/20/2021

**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ Date: 4/28/2021

**COMMUNITY INVOLVEMENT PROCESS:**

SMART’s Transit Master Plan included extensive public outreach. The plan states that SMART will maintain a modern fleet of vehicles, procuring alternatively fueled vehicles whenever possible.

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

Adding three new CNG buses will allow SMART to retire aging diesel and gasoline buses, which are past the end of their useful life. This purchase will improve passenger comfort, system reliability, and air quality. With the addition of these vehicles, SMART’s bus fleet will reach the threshold of 50% alternatively fueled buses.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 2892
  - A. Contract

**RESOLUTION NO. 2892**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING SOUTH METRO AREA REGIONAL TRANSIT (SMART) TO PURCHASE THREE 21 PASSENGER COMPRESSED NATURAL GAS (CNG) BUSES FROM DAVEY COACH SALES, 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 buses; and

WHEREAS, City staff has completed a competitive RFP process for three 21 passenger buses that met State, Federal, and City procurement requirements in order to guarantee fair and open competition; and

WHEREAS, proposals were received from three interested vendors; and

WHEREAS, the proposal review committee selected Davey Coach Sales as the lowest responsible bidder; 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 as recommended by staff.

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

Section 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 three 21-passenger CNG buses to Davey Coach Sales.

Section 2. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 3<sup>rd</sup> day of May, 2021, and filed with the Wilsonville City Recorder this date.

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Julie Fitzgerald, Mayor

ATTEST:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBIT:

A. Contract

## CITY OF WILSONVILLE GOODS AND SERVICES CONTRACT

This Goods and Services Contract (“Contract”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 2021 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Davey Coach Sales, Inc.**, a Colorado 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: Request for Proposal, dated February 26, 2021, and Supplier’s Proposal in response thereto (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 to the City three (3) buses 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 THREE HUNDRED EIGHTY-TWO THOUSAND THREE HUNDRED EIGHTY-SIX DOLLARS (\$382,386) 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 February 25, 2022.

The Equipment price is all inclusive and includes, but is not limited to, all work-related costs, warranties, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including, but not limited to, the recently enacted Oregon Corporate Activity Tax (CAT).

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

Supplier shall not subcontract with others for any of the services prescribed herein. Supplier shall not assign any of Supplier's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion.

### **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**, and are specifically made a part of the consideration referenced in Section 2 of this Contract. Supplier hereby represents that Supplier will promptly and thoroughly perform all warranty work, or otherwise abide by and guarantee the terms of the warranties set forth in **Exhibit B**. For purposes of this agreement, the warranty service location shall be the place of delivery as referenced in Section 2 of this Contract, or an alternate location that may be subsequently agreed to, in writing, by the parties.

**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 Services Manager  
29799 SW Town Center Loop East  
Wilsonville, OR 97070-9454

To Supplier: Davey Coach Sales, Inc.  
Attn: Comer Hobbs, Bus Sales Manager  
7182 Reynolds Drive  
Sedalia, CO 80135

**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.** If the City must adopt a Disadvantaged Business Enterprise (DBE) program, the parties will execute a written amendment so that this Contract becomes subject to the City’s DBE program. 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. Trafficking in Persons.**

8.14.1. Supplier agrees that it and its employees that participate in the vanpool program covered under this Contract may not:

8.14.1.1. Withholding monthly progress payments;

8.14.1.2. Engage in forms of trafficking in persons during the period of time that this Contract is in effect;

8.14.1.3. Procure a commercial sex act during the period of time that this Contract is in effect; or

8.14.1.4. Use forced labor in the performance of the Contract or any subcontracts thereunder.

8.14.2. Supplier agrees to comply, and assures the compliance of each subrecipient, with federal requirements and guidance, including:

8.14.2.1. Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 USC § 7104(g); and

8.14.2.2. The terms of this Section, which have been derived from U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, per U.S. OMB's direction.

8.14.3. Supplier agrees to, and assures that each subrecipient will:

8.14.3.1. Inform the FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in this clause; and

8.14.3.2. Include the substance of this clause in all agreements or subcontracts with recipients, subrecipients, Suppliers, and subcontractors at every tier, including this requirement to flow down the clause.

**8.15. 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.

**8.16. 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.

**8.17. 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.

**8.18. 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.

**8.19. 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 buses are 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 buses are 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 buses. 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. Miscellaneous Provisions**

11.1. 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 any other documents, the provisions of this Contract shall control, and the terms most favorable to the City, within the City's sole discretion, will apply.

11.2. 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.

11.3. 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.

11.4. No Assignment. Supplier may not delegate the performance of any obligation to a third party unless mutually agreed, in writing.

11.5. Adherence to Law. This Contract shall be subject to, and Supplier shall adhere to, all applicable federal, state, and local 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 Services described in this Contract shall be obtained and maintained throughout the term of this Contract.

11.6. 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, 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.

11.7. Jurisdiction. Jurisdiction and venue for any dispute will be in Clackamas County Circuit Court.

11.8. 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.

11.9. 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.

11.10. 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.

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

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

11.13. 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.

11.14. 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.

11.15. 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.

11.16. 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.

11.17. 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.

11.18. 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.

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

The Supplier and the City hereby agree to all provisions of this Contract.

**SUPPLIER:**

**CITY:**

DAVEY COACH SALES, INC.

CITY OF WILSONVILLE

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

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

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

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

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

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Ryan Adams, Assistant City Attorney  
City of Wilsonville, Oregon

### Proposal Form

VENDOR: Davey Coach Sales, Inc.

Base vehicle price: \$ 120,548 per unit

Total vehicle cost, FOB: Wilsonville, Oregon: \$ 120,548 per unit

(Total cost to include all options, additional materials, and delivery to Wilsonville)

Anticipated days to delivery: 295 days

(Proposer to estimate days to elapse from issuance of Notice to Proceed to final delivery date)

The general specifications for these vehicles are as follows:

Supplier to provide three (3) transit buses which:

Have passed a five (5) year/150,000 mile Altoona/STURRA test, meaning the bus cannot have any Class 1 failures, or more than two (2) Class 2 failures reported in the most recent executive summary, and;

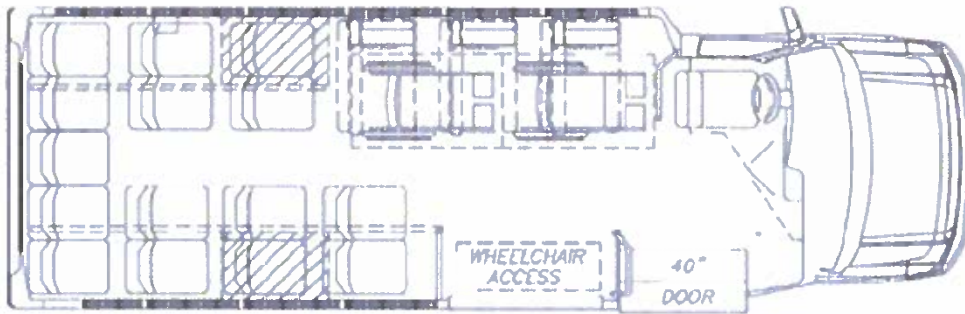
Meet or exceed the following required specifications:

Description of required specification	Provided in base cost? Y or N	Additional cost
Vehicle to be approximately 26 feet in length w/ 186" wheelbase Ford E-450 chassis (or approved equal).	Y	
Desired seating capacity 21 (or 15+2). See desired floorplan, page 3.	Y	
Total of three (3) double passenger foldaway seats, creating two wheelchair securement positions.	Y	
Floor mounted securement track to run full length of the foldaway seat area.	Y	
Power adjustable driver's seat. Seat to be upholstered in vinyl, color to be Transit gray.	Y	
Passenger seating to be Freedman Citi-seat (or approved equal) with level 1 vinyl upholstery, Oxen gray.	N	Citi Seat does not meet Bus America. Featherweight Mid Hi included in price.
Passenger seats shall be equipped with armrests on the aisle side (excluding foldaway seats).	Y	
Passenger seats to be equipped with grab handles on aisle side.	Y	
Delete passenger seatbelts.	Y	no seat belts
Plexiglas driver modesty panel.	Y	
Minimum 36" electric passenger entrance door, 40" door preferred.	Y	36"
Braun NCL919 wheelchair lift (or approved equal). Lift to be mounted directly aft of passenger entrance door. Lift shall feature a dedicated entry door.	Y	

Emergency escape roof hatch.	Y	
Public address system with a minimum of one auxiliary port.	Y	
Public address system to include six (6) speakers, evenly spaced in the ceiling of the bus.	Y	
Interior lighting shall be LED.	Y	
Interior advertising rail package.	Y	
Passenger signal system w/ stop requested sign, operated by pull cords (no touch tape) with one time only chime (dual chime for ADA positions). Stop requested light on dashboard.	Y	
Wheelchair door ajar warning light on dashboard.	Y	
Motorola APX 4500 2 way radio, Radio must meet current Clackamas County C800 digital specifications.	Y	
Hanover Displays amber LED front and side destination signs w/ software package (or approved equal)	Y	
REI HD5-600 six camera surveillance system with 750 GB storage drive (or approved equal), system to be Wi-Fi/GPS enabled.	Y	
Minimum 58,000 BTU A/C system. Skirt mounted condenser unit must be mounted fore of rear axle. Units mounted aft of rear axle will not be deemed acceptable. Roof mounted units may be considered, vendor to provide height dimension on any roof mounted A/C equipment.	Y	
Minimum 40,000 BTU passenger cabin heater, under seat or floor mount acceptable.	Y	
Gerflor anti-skid flooring, color Griffon gray, flooring material covered to seat rail.	Y	
Rubber step nosing, color to be safety yellow.	Y	
Standee line.	Y	
Vehicle to be equipped with OEM gaseous fuel prep package and dedicated 3600 lb. CNG conversion. All CNG components and installation to be factory QVM approved.	Y	
CNG storage cylinder capacity to be a minimum of 40 GGE.	Y	
Charging system shall be supplied by chassis OEM in the highest amperage rating offered by the OEM.	Y	
Skirt mounted battery box with sliding battery tray.	Y	
Driver side running board.	Y	
Heated/remote exterior mirrors.	Y	
Electronic LED Yield sign wired to left turn signal.	Y	
Exterior LED lighting package.	Y	
Flush mounted or shielded LED side turn signals, midship mounted.	Y	
Docking lights for lift entrance.	Y	

Front standoff mount, capable of accepting owner supplied Sportworks Apex 3 bicycle rack.	Y	
Romeo Rim rear bumper, or approved equal.	Y	
Exterior paint color shall be fleet white.	Y	
5 lb. ABC fire extinguisher.	Y	
First aid kit.	Y	
Biohazard cleanup kit.	Y	
Total of three (3) ignition keys per bus.	Y	

**Sample floorplan**





A Division of Forest River, Inc.  
55470 County Road 1  
P.O. Box 3030  
Elkhart, IN 46515-3030

## LIMITED THREE (3) YEAR 36,000 MILE WARRANTY

### WARRANTY:

Forest River Inc; Elkhart Coach Division, (hereafter referred to as Warrantor), warrants to the original purchaser, (hereafter referred to as Owner), that this product shall be free of SUBSTANTIAL DEFECTS in material and workmanship, attributable to Warrantor, under normal use and service. The warranty period is for a period of Three (3) years or (36,000) miles, whichever occurs first.

### WARRANTY PERFORMANCE:

Owner's exclusive remedy under this warranty shall be repair of Substantial Defects, free of charge to the Owner. Owner shall bear all expenses arising out of or relating to transporting the product to the appropriate Warranty Service location. Performance will be completed within thirty (30) calendar days of the date the product is delivered for Warranty Service pursuant to appropriate Warranty Claims Procedures. Warrantor reserves the right to change parts and designs of its product without notice with no obligation to make corresponding changes to previously manufactured products.

### WARRANTY VALIDATION:

Return of the Owner's Registration Card is required to validate product warranty, **(Failure to return Owner's Registration Card voids this Warranty).**

### EXPLICIT WARRANTY EXCLUSIONS:

This Warranty **does not cover** the following items:

1. Damage or deterioration to the physical appearance of the unit if such damage is the result of normal use, wear and tear, or exposure to the elements.
2. Damage caused by misuse, abuse, negligence, accidents or act of God. Usage of this product in a manner inconsistent with its design intentions or inconsistent with the manufacturer's instructions and recommendations will void this warranty with respect to damage caused by or relating to such inconsistent usage.
3. Products, which have been repaired, altered or modified by any party other than Warrantor.
4. Accessories or parts not manufactured by Warrantor, including but not limited to; the chassis and its component parts.
5. Expenses arising out of, or related to, the transporting of the product to an appropriate Warranty Service Location for service.
6. Damage resulting from, or related to, the product being towed or towing another vehicle. (Use of product to tow another vehicle is prohibited).

### WARRANTY TERMINATION:

The following actions or events will result in the automatic termination of this Warranty and relieve Warrantor from any and all obligations under this Warranty:

1. Misuse or neglect of the product, failure to provide reasonable and necessary maintenance, unauthorized alteration or modification, accident, or improper loading.
2. Sale of product, (Warranty is non-transferable).
3. The expiration of the warranty period(s) set out herein.

### WARRANTY CLAIM PROCEDURES:

All Warranty Service is to be performed at Warrantor's factory or at an authorized Warranty Service location. Warrantor must authorize all Warranty Service in writing, prior to performance, for any claim over \$250.00. Such written authorization instructing Owner as to where and when to deliver the product for Warranty Service will be given within (2) working days of receipt of notification of a defect or malfunction provided the Warranty covers such defects or malfunction and all other terms of this Warranty have been satisfied in full. Notice shall be presented in writing to Elkhart Coach Division, Forest River Inc., 52807 County Road 7, Elkhart, Indiana 46514, and must be submitted on or before the date of expiration of the appropriate Warranty period. Notice shall give Owner's name and address, a brief description of the problem, the product model and serial number, the date of purchase, product mileage, the name of the dealer who sold the product, the current product location and Owner's location for contact during regular business hours.

### DAMAGE RECOVERY LIMITATION:

**NO PERSON SHALL BE ENTITLED TO RECOVER FROM WARRANTOR FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO ANY DEFECT IN THE PRODUCT.**

These limitation include, but are not limited to, loss of time; loss of use; loss of revenues, salaries or commissions; towing charges; bus fares; car rentals; gasoline expenses; telephone charges; inconvenience or other incidental damages.

### WARRANTY DISCLAIMER:

**WARRANTOR HEREBY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR PARTICULAR PURPOSE.**

There are no Warranties of any nature, expressed or implied, made by Warrantor beyond the contents of this Limited Warranty. No person has authority to enlarge, amend or modify this Warranty.

### LEGAL RIGHTS:

This Warranty gives only those legal rights specifically enumerated herein. Owner may have other legal rights, which vary from state to state. **SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR OF THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY.**

### EXTENDED WARRANTY ON STRUCTURAL ITEMS:

Warrantor warrants to the first registered Owner for a period of six (6) years or seventy-two thousand, (72,000), miles whichever comes first, that this product shall be free of SUBSTANTIAL DEFECTS arising out of or relating to the structural portion of the product. The terms of this structural Warranty shall be the exact same terms as set out above in Warrantors Limited Three (3) Year Warranty, except as such terms relate to the duration of coverage. This Structural Warranty is intended to only cover the performance of the steel cage structure of the product. For further information concerning such warranty, please contact Warrantor.

Document Number: EC3W11WM

Ref. Start Unit # ECK602700

Revision Level: Release 8/3/2010

**— Proprietary Document — Disclosure Restricted To Employees and Authorized Holders —**

**Important Note:** A printed copy of this document may not be the document currently in effect.  
To verify the controlled version, or to obtain a copy, please contact the **ISO Management Representative.**

## CERTIFICATION REGARDING CONTRACTOR STATUS SUSPENSION / DEBARMENT


### SMART Bus Purchase


This Contract may be a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified, as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C, and must include the requirement to comply with 49 CFR 29, Subpart C, in any lower tier covered transaction Contractor enters into.

By signing and submitting its bid or proposal, the Bidder certified as follows:

The certification in this clause is a material representation of fact relied upon by the City of Wilsonville. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to remedies available to the City of Wilsonville, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder agrees to comply with the requirements of 49 CFR 29, Subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

  
\_\_\_\_\_  
Signature of Contractor

  
\_\_\_\_\_  
Signature of Contractor's Authorized Official

Comer Hobbs - Bus Sales Manager  
\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

3/24/21  
\_\_\_\_\_  
Date



## BUY AMERICA CERTIFICATION

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

SMART 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), and the applicable regulations in 49 CFR Part 661.

Date: 3-24-21  
Signature: Tony Cudiff  
Company: Elkhart Coach, Dir of Forest River  
Name: Tony Cudiff  
Title: General Manager

**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: \_\_\_\_\_

EXHIBIT C



U.S. Department  
Of Transportation  
**Federal Transit  
Administration**

Headquarters

East Building, 5<sup>th</sup> Floor – TCR  
1200 New Jersey Avenue, SE  
Washington, DC 20590

February 16, 2021

Donall Hasty  
Forest River: Elkhart Coach, Glaval Bus,  
Starcraft/StarTrans Bus, Van, Eldorado-KS  
Lone Star Van, Champion Bus  
2367 Century Drive  
Goshen, IN 46528

Re: TVM DBE Goal Concurrence/Certification Letter – Fiscal Year 2021

Dear Mr. Hasty:

This letter is to inform you that the Federal Transit Administration's (FTA) Office of Civil Rights has received Forest River's Disadvantaged Business Enterprise (DBE) goal and methodology for FY 2021 for the period of October 1, 2020–September 30, 2021. This goal submission is required by the U.S. Department of Transportation's DBE regulations at 49 CFR Part 26 and must be implemented in good faith.

We have reviewed your firm's FY 2021 DBE goal and determined that it complies with DOT's DBE regulations. Your firm is eligible to bid on FTA-funded transit contracts. This letter or a copy of the TVM listing on FTA's website may be used to demonstrate your firm's compliance with DBE requirements when bidding on federally funded vehicle procurements.

FTA reserves the right to remove/suspend this concurrence if your DBE program or FY 2021 DBE goal is not implemented in good faith. In accordance with this good faith requirement, you must submit your DBE Uniform Report to FTA by June 1, 2021. This report should reflect all FTA-funded contracting activity for the first period of FY 2021 (i.e., from September 1 to March 31).

Also note that your FY 2022 DBE goal methodology must be submitted to FTA by August 1, 2021. Any significant updates to the program plan must be submitted to FTA as they occur. If you have any questions, please contact the FTA DBE Team via email at [FTATVMSubmissions@dot.gov](mailto:FTATVMSubmissions@dot.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "J. Day".

John Day  
Program Manager  
Office of Civil Rights



**A Division of Forest River Inc.**

March 24, 2021

RE: SMART Purchase of CNG Cutaway Buses

Please be advised that Elkhart Coach, Division of Forest River, certifies that it fully complies with relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 Code of Federal Regulations, Part 571.

FMVSS 207 Seating Systems Standards

FMVSS 209 Seat Belt Assemblies Standard

FMVSS 210 Seat Belt Assembly Anchorages Standard

FMVSS 217 Bus Window Tension and Release Standard

FMVSS 220 School Bus Rollover Standard

FMVSS 302 Flammability of Interior Materials

STURAA 7 Year/200,000 Mile Vehicle Durability Test

Elkhart Coach retains all performance test reports on file at our facility in Elkhart, Indiana and complete individual copies are available upon request.

A handwritten signature in blue ink, appearing to read 'Tony Cundiff', written in a cursive style.

Tony Cundiff  
General Manager  
Elkhart Coach Division  
Forest River, Inc.



**CITY COUNCIL MEETING  
STAFF REPORT**

<b>Meeting Date:</b> May 3, 2021		<b>Subject: Resolution No. 2893</b> Diversity, Equity and Inclusion Committee Bylaws	
		<b>Staff Member:</b> Bryan Cosgrove, City Manager and Zoe Monahan, Assistant to the City Manager	
		<b>Department:</b> Administration	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input 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 Council adopt the Consent Agenda.			
<b>Recommended Language for Motion:</b> I move to approve the Consent Agenda.			
<b>Project / Issue Relates To:</b> Diversity, Equity and Inclusion Committee			
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable	

**ISSUE BEFORE COUNCIL:**

Adopt the bylaws to establish a new Diversity, Equity and Inclusion Committee.

**EXECUTIVE SUMMARY:**

Staff presented a draft charter to City Council on March 1, April 5 and April 19 2021 to seek council direction on the draft language. Staff brought back updated language to ensure that the Council is able to establish an inclusive committee, which will help, shape the city’s diversity, equity and inclusion efforts moving forward.

The proposed charter will establish an 11 – 13 member advisory committee which could advise the City Council on policy, programming, and communications related to Diversity, Equity and Inclusion (DEI). They will also develop a DEI plan for Wilsonville. The committee members are expected think broadly to represent the community as a whole and ensure that historically marginalized groups have a voice. Committee members will generally be appointed to serve three-year terms with the exception of the initial board. Up to two (2) student committee members will be appointed for one year terms.

**EXPECTED RESULTS:**

Establish a Diversity, Equity and Inclusion Committee as directed by the City Council at their January 14, 2021 meeting. The bylaws will frame the committee purpose and structure. After establishing the committee, it is anticipated that the committee will develop a strategy with the assistance of the facilitator and make recommendations to the City Council to elevate the City’s Diversity, Equity and Inclusion (DEI) work.

**CURRENT YEAR BUDGET IMPACTS:**

The Administration department is using funds in the FY 2020-21 budgeted for special projects for a facilitator and translation services. The Administration department also plans to budget funds in the upcoming FY 2021-22 budget to continue this work out of the special project funds as well as planning for additional translation services out of the communications budget.

**FINANCIAL REVIEW / COMMENT:**

Reviewed by: CAR Date: 4/22/2021

**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ Date: 4/23/2021

**COMMUNITY INVOLVEMENT PROCESS:**

At the March 1, 2021 City Council Meeting, the City Council provided feedback and asked staff to take the draft charter to the small group of community members, who met with staff in 2020, to get their feedback. As requested, staff asked the small group participants to provide feedback on the first few drafts of the language.

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

The City intends to increase efforts to recognize diverse viewpoint and be an increasingly more welcoming community with many voices and viewpoints being expressed. By forming a DEI committee the following are expected to be addressed in the strategic plan and committee work:

- Increased Representation, Diversity on City Boards
- Consistent City communication to brand Wilsonville as an inclusive community

- More Inclusive Cultural Events, Celebrations & Holiday Recognitions
- Education to the Broader Community (how to address micro-aggressions, etc.)
- Opportunities for DEI Advocates to Network and Work More Efficiently Together

**ALTERNATIVES:**

The City Council can also chose not to move forward with a DEI Committee.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 2893
  - a. Diversity, Equity and Inclusion Committee Charter

**RESOLUTION NO. 2893**

**A RESOLUTION OF THE CITY COUNCIL CREATING THE DIVERSITY, EQUITY AND INCLUSION (DEI) COMMITTEE.**

WHEREAS, the City Council unanimously passed Resolution No. 2626 in 2017 declaring Wilsonville as “an inclusive City that has and will continue to welcome the collective contributions of all persons, honoring and respecting people of every race, color, national origin, immigration or refugee status, heritage, culture.”; and

WHEREAS, Wilsonville City Council hosted a virtual public listening session on December 8, 2020 to allow residents to share personal experience, concerns, and needs to ensure that Wilsonville is working to provide a high quality of life for every resident regardless of race, gender identity, age, religion or ability ; and

WHEREAS, on January 14, 2021 City Council directed staff to establish a Diversity Equity and Inclusion (DEI) Committee to identify and address systemic barriers to inclusion that exist within the City’s practices, processes, regulations, events and other initiatives; and

WHEREAS, staff presented draft bylaws to the City Council for feedback and refinement at City Council work sessions on March 1, April 5 and April 19; and

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

Section 1. Name of Committee: Diversity, Equity and Inclusion Committee (“Committee”).

Section 2. Purpose: To create a culture of acceptance and mutual respect that acknowledges differences and strives for equitable outcomes of opportunity, access and inclusion by:

A. Advising the Wilsonville City Council (“Council”) on policy decisions related to diversity, equitable outcomes, and inclusion;

B. Making recommendations to the Council on public engagement strategies and methods by which all Wilsonville residents have the opportunity to better participate in the decision-making process;

C. Advising the City on culturally responsive service delivery, programming, and communication strategies;

D. Creating, updating and overseeing progress on the City's Diversity, Equity and Inclusion Plan;

E. Identifying local community leaders and building more leadership capacity in Wilsonville's diverse communities.

Section 3. Appointment: The Mayor appoints and the City Council confirms Committee members, who serve at the pleasure of the Council.

Section 4. Membership:

A. *Number of Members.* The Diversity, Equity and Inclusion Committee shall be composed of eleven (11) to thirteen (13) members.

B. *Residency.* Members must reside, own a business, or attend school within the City of Wilsonville city limits. A majority of members appointed must reside within the City limits. The Council can appoint a member or members to the Diversity, Equity and Inclusion Committee who does not meet any of these residency criteria if it is determined that the member brings significant value to the Committee.

C. *Appointments.* The Council will appoint the committee members. The Council will strive to appoint members to the Diversity, Equity and Inclusion Committee who bring their lived experiences regardless of their immutable traits including but not limited to race, ethnicity, LGBTQ+, gender, socio-economic status/history, differently abled, age amongst other identities. Appointed members will be expected to think broadly in terms of how issues of racism, sexism, ableism, and other discriminatory and prejudicial biases impact all residents in Wilsonville.

D. *Terms.* Except as otherwise provided below, Committee Terms are for three years, commencing with January of each year. All members may serve two consecutive three-year terms. Members who have served two full terms may be reappointed to the Diversity, Equity and Inclusion Committee after a one-year hiatus from the Committee.

E. *Removal.* A Committee member may be removed by the Council for misconduct, nonperformance of duty, or three successive unexcused absences from regular meetings. Committee members may, by motion, request that a member be removed by the Council.



F. *Youth Members*. The Council will appoint up to two (2) Wilsonville-area high school student(s) to serve up to (2) two one (1) year term on the Committee. The youth member(s) will be a voting member(s).

Section 5. Term of Voting-Member Appointments: To begin, members will be appointed for staggered three-year terms based on the fiscal year, scheduled so that four (4) or five (5) members are appointed or reappointed each year. A vacancy in a position may be appointed to fulfill the remainder of any term. Terms of appointment for less than three (3) years shall not count towards the maximum time of service, including partial term appointments to fill vacancies and the initial appointment of Positions 1 – 9.

At the outset of the Committee, voting positions will be staggered as follows: five (5) positions are one-year or slightly less in duration and four (4) positions are a two-year duration or slightly less in duration, and four (4) positions are full three-year appointments or slightly less in duration; assuming appointment by June 1, 2021:

- Position #1 – 1-year term: 6/1/21 – 12/31/22 next term: 1/1/22-12/31/25
- Position #2 – 1-year term: 6/1/21 – 12/31/22; next term: 1/1/22-12/31/25
- Position #3 – 1-year term: 6/1/21 – 12/31/22; next term: 1/1/22-12/31/25
- Position #4 – 1-year term: 6/1/21 – 12/31/22; next term: 1/1/22-12/31/25
- Position #5 – 1-year term: 6/1/21 – 12/31/22; next term: 1/1/22-12/31/25
- Position #6 – 2-year term: 6/1/21 – 12/31/23; next term: 1/1/23-12/31/26
- Position #7 – 2-year term: 6/1/21 – 12/31/23; next term: 1/1/23-12/31/26
- Position #8 – 2-year term: 6/1/21 – 12/31/23; next term: 1/1/23-12/31/26
- Position #9 – 2-year term: 6/1/21 – 12/31/23; next term: 1/1/23-12/31/26
- Position #10 – 3-year term: 6/1/21 – 12/31/24; next term: 1/1/24-12/31/27
- Position #11 – 3-year term: 6/1/21 – 12/31/24; next term: 1/1/24-12/31/27
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Section 6. Organization: At the first meeting of each fiscal year, the Committee will elect a chair and vice-chair from the voting members.

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Committee members may participate in a meeting by telephone or videoconference.

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Except as provided under Oregon Public Meetings Law, the Rules of Parliamentary Law and Practice as in Roberts Rules of Order Revised Edition (“Roberts Rules”) shall govern each committee meeting. In the event of a conflict between Oregon Public Meetings Law and Roberts Rules, Oregon Public Meetings Law shall control.

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Section 8. Amendments: Recommendations to amend this Charter may be made at a regular or special board meeting and approved by a vote of at least two-thirds of the entire Committee. Such recommendations shall be reviewed by the City Attorney for legal compliance and conformance to City Code, and thereafter be presented to City Council for approval.

Section 9. Effective Date:  
This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 3<sup>rd</sup> day of May, 2021, and filed with the Wilsonville City Recorder this date.

\_\_\_\_\_  
Julie Fitzgerald, Mayor

ATTEST:

\_\_\_\_\_  
Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

## City of Wilsonville Diversity, Equity and Inclusion Committee Charter

April 2021

The Diversity, Equity and Inclusion Committee is hereby created as a deliberative and recommending body of the City Manager's Office, subject to the following:

**Section 1. Name of Committee:** Diversity, Equity and Inclusion Committee ("Committee").

**Section 2. Purpose:** To create a culture of acceptance and mutual respect that acknowledges differences and strives for equitable outcomes of opportunity, access and inclusion by:

A. Advising the Wilsonville City Council ("Council") on policy decisions related to diversity, equitable outcomes, and inclusion;

B. Making recommendations to the Council on public engagement strategies and methods by which all Wilsonville residents have the opportunity to better participate in the decision-making process;

C. Advising the City on culturally responsive service delivery, programming, and communication strategies;

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**Section 3. Appointment:** The Mayor appoints and the City Council confirms Committee members, who serve at the pleasure of the Council.

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A. *Number of Members.* The Diversity, Equity and Inclusion Committee shall be composed of eleven (11) to thirteen (13) members.

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Council can appoint a member or members to the Diversity, Equity and Inclusion Committee who does not meet any of these residency criteria if it is determined that the member brings significant value to the Committee.

*C. Appointments.* The Council will appoint the committee members. The Council will strive to appoint members to the Diversity, Equity and Inclusion Committee who bring their lived experiences regardless of their immutable traits including but not limited to race, ethnicity, LGBTQ+, gender, socio-economic status/history, differently abled, age amongst other identities. Appointed members will be expected to think broadly in terms of how issues of racism, sexism, ableism, and other discriminatory and prejudicial biases impact all residents in Wilsonville.

*D. Terms.* Except as otherwise provided below, Committee Terms are for three years, commencing with January of each year. All members may serve two consecutive three-year terms. Members who have served two full terms may be reappointed to the Diversity, Equity and Inclusion Committee after a one-year hiatus from the Committee.

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**CITY COUNCIL MEETING  
STAFF REPORT**

<b>Meeting Date:</b> May 3, 2021		<b>Subject: Resolution No. 2894</b> Community Enhancement Program Recommendations	
		<b>Staff Member:</b> Zoe Monahan, Assistant to the City Manager	
		<b>Department:</b> Administration	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Staff recommends Council adopt the Consent Agenda.			
<b>Recommended Language for Motion:</b> I move to approve the Consent Agenda.			
<b>Project / Issue Relates To:</b> Wilsonville – Metro Community Enhancement Program.			
<input type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input checked="" type="checkbox"/> Not Applicable	

**ISSUE BEFORE COUNCIL:**

Approval of the Community Enhancement Projects as recommended by the Wilsonville- Metro Community Enhancement Committee for the 2021 funding cycle.



## **EXECUTIVE SUMMARY:**

The City of Wilsonville receives funds through Metro to offset the impacts of the waste processing plant operated by Republic Services in the City. The City receives \$1 per ton of waste processed at the Wilsonville location. The Wilsonville-Metro Community Enhancement Committee (CEC) meets annually to discuss the project nominations and make a recommendation to City Council.

This year, there were six applications, however, one project did not meet the criteria and all three City sponsored projects were withdrawn in March. The committee met on March 23, 2021 to conduct annual business and March 30, 2021 to review the applications. The Committee, made up of two city councilors, three community members and Metro District 3 Councilor, unanimously recommend awarding funds to the following projects:

Historical Society Oral History Project – The Wilsonville – Boones Ferry Historical Society will record and transcribe community interviews that discuss residents’ lives and thoughts regarding the year 2020. 2020 was a historical year, involving a global pandemic, social justice unrest and political upheaval on an unprecedented scale. The funds will be used for recording equipment, the consultant’s time and other supplies needed for the project. The community interviews will be available to the public. The project allocation will be \$10,600.

Wilsonville Little League Bleachers (Attachment 2) – The Wilsonville Little League Association uses field 1 at Wood Middle School. The bleachers are in poor condition. This project will replace the bleachers to increase the safety, usability and appearance of the facilities. The project allocation will be \$6,750.

City Resolution No. 2543 (July 2015) that created the Community Enhancement Program (CEP) provided for City Council approval of the project recommendations made by the Wilsonville-Metro Community Enhancement Committee.

## **Community Enhancement Program Projects Background**

Project nominations were accepted from the public and public agencies in January 2021. A total of six projects were nominated, however, one project did not meet the criteria and all three City sponsored projects were withdrawn in March.

Community Enhancement Funds may be used immediately on smaller projects or accumulated for up to three years to underwrite a larger project; Metro provides flexibility for communities to design a local version of the program.

The Community Enhancement Program funding is used for “enhancing the host community of the facility from which the fees have been collected” to fund projects that “rehabilitate and enhance the area within the city.” Eligible projects can improve the appearance or environmental quality of the community, increase reuse and recycling opportunities or improve recreational areas and programs.

**Goals for community enhancement projects include:**

- a) Improve the appearance or environmental quality of the community.
- b) Reduce the amount or toxicity of waste.
- c) Increase reuse and recycling opportunities.
- d) Result in rehabilitation or upgrade of real or personal property owned or operated by a nonprofit organization having 501(c)(3) status under the Internal Revenue Code.
- e) Result in the preservation or enhancement of wildlife, riparian zones, wetlands, forest lands and marine areas, and/or improve the public awareness and the opportunities to enjoy them.
- f) Result in improvement to, or an increase in, recreational areas and programs.
- g) Result in improvement in safety.
- h) Benefit youth, seniors, low income persons or underserved populations.

Generally proposals are scheduled to be accepted again in the late fall and early winter with additional project award recommendations in the spring by the committee. Staff generally begins advertising the program in early to mid-fall.

The Committee will be reviewing a proposal by the City Manager, to open a second 2021 grant cycle focused on ice storm relief, at their May 11, 2021 meeting.

**EXPECTED RESULTS:**

Completion of the funded projects by June 30, 2023.

**TIMELINE:**

After receiving City Council approval, Historical Society Oral History Project (\$10, 600) and Wilsonville Little League Bleachers (\$6,750) will be allocated for the FY 21/2022 budget.

**CURRENT YEAR BUDGET IMPACTS:**

The Wilsonville- Metro Community Enhancement Program is funded through a Metro program. The City receives revenue on a quarterly basis which can only be used for these projects. The current program impact in FY will be \$17,350 of the estimated \$107,366 available funds.

**FINANCIAL REVIEW / COMMENT:**

Reviewed by: CAR Date: 4/22/2021

**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ Date: 4/28/2021

**COMMUNITY INVOLVEMENT PROCESS:**

The CEC is made up of four community members (one position is currently vacant), two city councilors, and a Metro Councilor. The meetings were advertised and open to the public.

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

The community will benefit from all of these projects in different ways.

**ALTERNATIVES:**

N/A

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Wilsonville – Boones Ferry Historical Society Oral History Project Application
2. Wilsonville Little League Bleachers Application
3. Resolution No. 2894

## Making History: Oral History Project



- (h)  Benefit youth, seniors, low income persons or underserved populations

### 3. Assessment of Additional Issues for Consideration

#### ***Additional criteria to evaluate a project.***

Issue 1 Does the project demonstrate a clear community benefit?

Response – *The project provides a timely and long-term benefit to the community by capturing the history of the current pandemic, social justice unrest and political upheaval. This will be run by the former editor of the Spokesman and the project will have an immediate outcome as it will be available at the library. This is a project that will be able to move forward safely during the pandemic.*

*The recording equipment will be available for future projects and updating the historical society's oral history collection.*

Issue 2 Is the cost estimate realistic? Is the project scalable? Is there a match or contribution from the applicant?

Response – *The cost estimate appears to be reasonable.*

Issue 3 What kind of on-going maintenance needs might be required by project?

Response - *There does not appear to be ongoing maintenance for this project.*

Issue 4 What impact might the project have on nearby homes and businesses?

Response - *NA*

Issue 5 Does the project appear to have community support?

Response - *Supported by the Wilsonville- Boones Ferry Historical Society*

Issue 6 Is the project consistent with existing planning documents (master plans, strategic plans, etc)?

Response *The Arts, Culture and Heritage Strategy*

*Questions for the applicant:*

*What criteria will be used to identify those involved?*

*How will they reach the BIPOC community?*

*Who will be interviewed? How many people?*

*Is the school district supportive?*

*Will the underserved be interviewed?*

*Will there be interviews in Spanish?*

*How will teens be trained to do the interviews in a consistent and respectful way?*

*Please provide a breakdown of the \$9,000 for the consultant, how many hours will be available for this amount?*

*Suggestion:*

*Staff suggests ensuring that diverse and underserved populations are specifically targeted in addition to those who self-select to participate. The intent would be to capture the experience of many diverse perspectives.*

Published on *Wilsonville Oregon* (<https://www.ci.wilsonville.or.us>)

[Home](#) > [2021 Public Project Nomination Form–Community Enhancement Program](#) > [Webform results](#) > Submission #2

Submission information

Form: [2021 Public Project Nomination Form–Community Enhancement Program](#) [1]  
Submitted by Visitor (not verified)  
Thu, 01/14/2021 - 3:35pm  
73.240.242.231

Applicant Information

**Sponsor:**  
Wilsonville Boones Ferry Historical Society

**Tax ID#**  
93-1174080

**Contact Person:**  
Susan Schenk

**Daytime Phone:**  
503 505 2115

**Email Address:**  
schenk.susan3@gmail.com

**Address:**  
c/o Wilsonville Library 8200 SW Wilsonville Rd.

**City:**  
Wilsonville

**State:**  
Oregon

**Zip code:**  
97070

**Type of Organization:**  
A non-profit organization, a neighborhood association or charitable organization with IRS 501 (c) (3) tax-exempt status

Project Information

**Project Title:**  
Making History

**Amount Requested:**  
\$ 10,600

**Mark all of the goals below which your project meets and explain how in the boxes below:**

Result in rehabilitation or upgrade of real or personal property owned or operated by a nonprofit organization having 501(c)(3) status under the Internal Revenue Service code

**How project meets 'Result in rehabilitation or upgrade of real or personal property owned or operated by a nonprofit organization having 501(c)(3) status under the Internal Revenue Service code' (be clear & specific)**

Contemporary oral histories will be added to the society's oral history collection and will be in a long-term archival format in contrast to archaic oral histories now in the collection. Recording equipment will be used for this and future projects.

**Brief Project Description and Explanation of how the CEP funds will be used, include project start and end dates:**

The Making History Project is a rare opportunity to show our community that they are part of history in the making. It will involve training teens to interview members of the community about their life and thoughts regarding more recent history, particularly 2020 – a historical year involving a global pandemic, social justice unrest and political upheaval on an unprecedented scale. Oral histories in a digital format will be maintained by the WBFHS and available to the public. The grant will fund recording equipment, contractor's time and expertise, miscellaneous office supplies and promotional materials. Recording equipment will be held by the Society and used for future oral history projects. In addition, in the future we will use the equipment to update our current oral histories which are on fragile formats such as cassette tapes. We will store the equipment in our archives. History is not just something that happened in the past. It's happening now. 2020 has been peppered with "historical" events and we owe it to our future community to document our experiences before memories fade.

The recorded and transcribed interviews will be physically available at the Library, stored with the historical society, potentially broadcast locally, potentially printed in the newspaper and eventually on-line.

Project starts July 1, 2021 and ends June 30, 2023

**Where would the project be located and who owns the property if applicable?**

Because of the unknown impact of COVID in 2021, many activities may take place online or over the phone. As socialization opens up, some interviews will take place face to face at the library, high school or in people's homes. The histories will be transcribed and stored at the Wilsonville Library and eventually online. And Zoom recordings can be made available before transcriptions are complete. Based on the end product at the end of the project, the interviews may be podcast or published in written form. We plan on working with the broadcasting students at the high school as well as The Spokesman

**For a project located on private or other public land (property not owned by the City of Wilsonville), written documentation from the landowner that gives the project sponsor and City permission for the project to occur on the land is required. Indicate here if the project is located on private or other public land (property not owned by the City of Wilsonville) and indicate if written permission from the landowner is to be submitted.**  
NA

**What impact might the project have on nearby homes and businesses?**

none

**What kind of on-going maintenance needs and costs might be required by the project?**

None.

**Who will benefit if this project is funded? Estimate how many Wilsonville residents will benefit if this project is funded.**



An oral history collection is a benefit to a community regardless of when it is recorded and documented. However, there is an added benefit when the subject's thoughts are captured nearer to the time they are asked to recall, particularly when the time period has been filled with historic incidents.

The Wilsonville-Boones Ferry Historical Society values its oral history collection, much of which documents the community's early decades and formation. Collecting histories from today's residents about today's happenings will be a new value-added project and provide an important vehicle for the community to better understand its values and culture.

Using teenagers as the primary resource for collecting the histories will expose them to aspects of the community they'd otherwise be unlikely to encounter: politics as they influence our daily lives and, global events with local impacts and societal justice awareness in a largely homogenous population.

Being mindful of tapping the invaluable resource of older citizens in our community, the oral history project provides the double benefits of connecting seniors to younger citizens and exposing the community at large to the immeasurable treasure its oldest members provide. The recording equipment can be used for capturing additional interviews and oral histories. These "new" recordings can then be used to research, teach and validate the ever-growing Wilsonville story.

These contemporary oral histories will be added to the historical society's oral history collection and will be in a long-term archival format in contrast to archaic oral histories now in the collection and in need of digitization.

We marvel when we read diaries or journals from a time long ago, learning how people see their world and what mattered to them. Through professionally crafted questions from a journalist/editor, this project will capture our local history-in the-making today. People don't always realize that they are living through history and that their reactions and experiences will be of interest in the future. In addition, engaging the old and the young in idea exchange during this shared odd time in history will have long lasting positive effects.

Why record day to day life? The Society is currently researching details about the founding of Wilsonville and the Boone family. We found conflicting information and large gaps in the record, and no way to assess the human interest side of the founding of Wilsonville. We are sure at the time the family didn't consider their work remarkable enough to document in their own words. Now we may never know the whole story and its nuances. This project will teach people that reacting to everyday life as well as global events offers valuable insights and records and that we are all making history every day.

## Project Budget

Upload project budget sheet available at [www.ci.wilsonville.or.us/cep](http://www.ci.wilsonville.or.us/cep) [2]

### Upload Budget:

[2021\\_cep\\_budget.xlsx](#) [3]

### How were these costs estimated (quotes, catalog, previous projects, etc.)?

Time estimates for labor are based on the contractor's previous experience planning and implanting publication projects, training and working with young people and transcribing interviews. Recording equipment costs are based on research for an appropriate microphone, and mixer to digitize interviews. Promotional items may include advertising the project and collateral such as T-shirts etc.

### Is there secure funding for Sponsor's share of the total costs including funding from other public or private agencies and what are the sources of funding?

We do not have a sponsor per se, other than the Library which provides space and staff consultation time for the historical society. Later, we may seek financial support for publication or podcast production from the Clackamas County Arts Alliance or Cultural Coalition grants.

**Will the project be completed with the proposed funding or will future funding be necessary?**

The only need for future funding is if this project is so wildly popular that the schools want to continue it. Or, if there is interest in a formal publication of the results. There would be other grant opportunities to continue the project.

**Funds are available for projects after July 1, 2021. Is this project compatible with that timing? How and when might this project be implemented?**

The Wilsonville Boones Ferry Historical Society has funds to use while waiting for reimbursement, although the reimbursement system with the City is cumbersome for our operation. We would spread the project out to avoid a strain on our finances, starting in July 2021 when the funds are available. Our hired writer/editor would complete the hours on a flexible schedule following the school year calendar.

**Project Management**

**Provide a brief narrative outlining the major tasks and projected time schedule for completing of each task:**

Setting up and organizing the project will take approximately 50 hours of work, which will start in the summer of 2021. 200 additional hours will be allocated to both training students and transcribing and cataloging the histories. Interviews will happen during the 2021-22 school year. If COVID delays the start of the school year, we will extend the project into the 2022-23 school year.

**Describe prior experience managing similar projects. Include prior Community Enhancement Projects:**

The contractor has experience training teenagers in journalism tenets and interview techniques, as well as coordinating projects using various community resources. She is the former editor of The Spokesman and has experience working with students teaching them how to interview and write stories.

The Wilsonville Boones Ferry Historical has a track record of managing CEP grants since 2018. We are confident because we have professional advice from library staff and archivists. This request continues our tradition of hiring a professional to guide the project and supporting the work with volunteers from the society. The funds will keep the Historical Society on a defined path to promote the value of local history and culture which coincides with the new Arts and Culture focus.

**Does this project require coordination with other public and private organizations? Has the necessary coordination been completed? If yes, please describe.**

We operate under the guidance of the Library director and staff, and use library facilities. All coordination has been agreed upon. We have tentative agreements with West Linn-Wilsonville School District and interest from The Spokesman.

**If the project is located on private land, discuss the public benefit of the project and provide landowner permission for the project with this application:**

Not on private land

**Project Certifications:**

- This project will not promote or inhibit religion in any way.
- This project will not discriminate based on race, ethnicity, age, gender or sexual orientation in any way.

**Signature:**

Susan B . Schenk

**Date Signed:** Thu 1/14/21

**Electronic signature agreement.** By selecting the "I Accept" button, you are signing this agreement electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Agreement. By selecting "I Accept" you consent to be legally bound by this Agreement's terms and conditions. You further agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes your signature (hereafter referred to as "E-Signature"), acceptance and agreement as if actually signed by you in writing. You also agree that no certification authority or other third party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature. You also represent that you are authorized to enter into this Agreement for all persons who own or are authorized to access any of your accounts and that such persons will be bound by the terms of this Agreement.

**I accept:** Yes**Source URL:** <https://www.ci.wilsonville.or.us/node/102951/submission/26081>**Links**

[1] <https://www.ci.wilsonville.or.us/bc-mce/webform/2021-public-project-nomination-form%E2%80%93community-enhancement-program>

[2] <http://www.ci.wilsonville.or.us/cep>

[3] [https://www.ci.wilsonville.or.us/system/files/webform/2021\\_cep\\_budget.xlsx](https://www.ci.wilsonville.or.us/system/files/webform/2021_cep_budget.xlsx)

<b>Project Budget</b>				
	CEP	Sponsor	Other #1	Other #2
Personal Services	9000			
Supplies	100			
Capital				
Materials				
volunteer hours value		250		
recording equipment	1000			
promo items & campaign	500			
<b>Total</b>	<b>10600</b>	<b>250</b>	<b>0</b>	<b>0</b>

**Total Estimated Cost****10850**

% of Total Budget provided by  
Sponsor

250

2%

Attachment 2

Wilsonville Little League Bleachers



(h)  Benefit youth, seniors, low income persons or underserved populations

### 3. Assessment of Additional Issues for Consideration

#### ***Additional criteria to evaluate a project.***

Issue 1 Does the project demonstrate a clear community benefit?

Response – *The project will replace the existing bleachers with a safe version with railings. This will benefit people using Wood Middle School for sports.*

Issue 2 Is the cost estimate realistic? Is the project scalable? Is there a match or contribution from the applicant?

Response – *The cost estimate appears to be reasonable.*

Issue 3 What kind of on-going maintenance needs might be required by project?

Response - *Cleaning would be required. (Staff is interested to know how ongoing maintenance to the structure will be provided.)*

Issue 4 What impact might the project have on nearby homes and businesses?

Response - *This may increase the number of people attending youth sports at the middle school*

Issue 5 Does the project appear to have community support?

Response - *Supported by the Wilsonville Little League which serves Wilsonville families. They have more than 300 players a year and family members attend games to support players.*

Issue 6 Is the project consistent with existing planning documents (master plans, strategic plans, etc)?

Response *NA*

#### *Questions for the applicant:*

*Is the School District planning for these improvements in the future or would they remove this in the future for other improvements?*

*Why isn't the School District paying for this?*

*Does the School District support the project?*

*Who will do ongoing maintenance?*

*Are the fields open to the public?*

*Is there a joint use agreement for field use between the Little League and School District (to provide continued use)?*

Published on *Wilsonville Oregon* (<https://www.ci.wilsonville.or.us>)

[Home](#) > [2021 Public Project Nomination Form–Community Enhancement Program](#) > [Webform results](#) > Submission #5

Submission information

Form: [2021 Public Project Nomination Form–Community Enhancement Program](#) [1]  
Submitted by Visitor (not verified)  
Fri, 01/29/2021 - 8:47am  
50.53.240.245

Applicant Information

**Sponsor:**  
Wilsonville Little League

**Tax ID#**  
47-5651765

**Contact Person:**  
Brian Clark

**Daytime Phone:**  
425-830-0935

**Email Address:**  
btclark86@gmail.com

**Address:**  
29030 SW Town Center Loop E

**City:**  
Wilsonville

**State:**  
OR

**Zip code:**  
97070

**Type of Organization:**  
A non-profit organization, a neighborhood association or charitable organization with IRS 501 (c) (3) tax-exempt status

Project Information

**Project Title:**  
Little League Field Bleachers

**Amount Requested:**  
\$ 6750

**Mark all of the goals below which your project meets and explain how in the boxes below:**



- Improve the appearance or environmental quality of the community
- Result in rehabilitation or upgrade of real or personal property owned or operated by a nonprofit organization having 501(c)(3) status under the Internal Revenue Service code
- Result in improvement in safety
- Benefit youth, seniors, low income persons and/or underserved populations

**How project meets 'Improve the appearance or environmental quality of the community' (be clear & specific)**

The current bleachers at Wood Middle School field #1 are in poor condition. Replacing the bleachers will result in an improvement of the appearance and usability of the facilities.

**How project meets 'Result in rehabilitation or upgrade of real or personal property owned or operated by a nonprofit organization having 501(c)(3) status under the Internal Revenue Service code' (be clear & specific)**

The Wood Middle School field #1 is owned by the West Linn-Wilsonville School district but is partially maintained by Wilsonville Little League during our seasons. We take care of field clean-up, store and maintain our equipment at the facilities. While Wilsonville Little League is not the only organization to use the field, the layout as a baseball field makes the bleachers something that is used by Wilsonville Little League spectators more than anyone else.

**How project meets 'Result in improvement in safety' (be clear & specific)**

The current bleachers at Wood #1 do not have any kind of side rails or back fencing. This presents an increased opportunity for a spectator (or child) to fall off. The new bleachers we intend to install should our request be approved will have chain link guard rails for an improvement in safety.

**How project meets 'Benefit youth, seniors, low income persons and/or underserved populations' (be clear & specific)**

Wilsonville Little League serves youth ages 5-14 with this project increasing the appearance, safety, and usability of facilities that benefit these youth. The fields are also used by youth football and soccer organizations who will benefit from this project as well.

**Brief Project Description and Explanation of how the CEP funds will be used, include project start and end dates:**

Should our request be approved, our project will be to install new bleachers on baseball field #1 located at Wood Middle School. These bleachers will be 27'L x 92"H x 109"D in dimension and be able to seat approximately 90 people. This field is in need of new bleachers because the existing bleachers are in very poor shape and too small to accommodate the needs of supporters coming out to cheer on our players. CEP funds will be used to purchase the new bleachers.

The project start date will be July 1, 2021 and be completed by September 30, 2021. We expect the project to move quickly once the bleachers are ordered and delivered.

**Where would the project be located and who owns the property if applicable?**

The project is located off Wilsonville Road at Wood Middle School field # 1. This property is owned by the West Linn-Wilsonville School District.

**For a project located on private or other public land (property not owned by the City of Wilsonville), written documentation from the landowner that gives the project sponsor and City permission for the project to occur on the land is required. Indicate here if the project is located on private or other public land (property not owned by the City of Wilsonville) and indicate if written permission from the landowner is to be submitted.**

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The project is located on other public land, owned by the West Linn-Wilsonville School District. We will be able to submit written permission/support for this project from the property owner.

**What impact might the project have on nearby homes and businesses?**

There will be no impact on nearby homes or businesses.

**What kind of on-going maintenance needs and costs might be required by the project?**

There are no on-going maintenance costs required by this project. The little league conducts a volunteer field cleanup event prior to each season with a wipedown of the bleachers a part of this.

**Who will benefit if this project is funded? Estimate how many Wilsonville residents will benefit if this project is funded.**

Wilsonville Little League (WLL) runs a spring season (March-June), summer all-stars (June-August) and fall ball (September-October). We serve more than 300 players from Wilsonville during the year. WLL uses Wood field #1 throughout all three of our seasons with hundreds of community members coming to support our players there. WLL is the only youth sports program in the city that only serves city residents.

**Project Budget**

Upload project budget sheet available at [www.ci.wilsonville.or.us/cep](http://www.ci.wilsonville.or.us/cep) [2]

**Upload Budget:**

[wll\\_project\\_budget\\_worksheet.pdf](#) [3]

**How were these costs estimated (quotes, catalog, previous projects, etc.)?**

We received a quote from BSN Sports located in Wilsonville.

**Is there secure funding for Sponsor's share of the total costs including funding from other public or private agencies and what are the sources of funding?**

Wilsonville Little League will provide the labor necessary to remove the old bleachers and install the new ones.

**Will the project be completed with the proposed funding or will future funding be necessary?**

No future funding will be necessary and proposed funding will allow us to complete the project as described.

**Funds are available for projects after July 1, 2021. Is this project compatible with that timing? How and when might this project be implemented?**

Yes, should your request be approved, we would begin right away in July with ordering the bleachers. Once they are delivered, we can get the old bleachers taken down and new bleachers installed within one weekend.

**Project Management**

**Provide a brief narrative outlining the major tasks and projected time schedule for completing of each task:**

Major Tasks for this project include:

- Ordering new bleachers - July 1

2/1/2021

Submission #5

- Disassembling and removing old bleachers - August 1
- Assembling and installing new bleachers - September 1

**Describe prior experience managing similar projects. Include prior Community Enhancement Projects:**

Wilsonville has not been the recipient of any prior Community Enhancement Project funds. We did receive a Wilsonville Community Opportunity Grant awarded in 2018 were used in full to purchase a portable pitching mound. The \$2,498 budgeted in our original application matched the actual amount used to complete this project.

The league has also managed upgrades to another field at Wood Middle School that has improved the usability and appearance of the facilities. This included the installation of new sod and dugouts.

**Does this project require coordination with other public and private organizations? Has the necessary coordination been completed? If yes, please describe.**

Wilsonville Little League does have the support for this project from the West Linn-Wilsonville School district who is the property owner. If our request is approved, we will continue to communicate the timeline of activities with the district.

**If the project is located on private land, discuss the public benefit of the project and provide landowner permission for the project with this application:**

This field is open to the public, located right off of Wilsonville Road at the driveway entrance to Wood Middle School. It is not only used by the school and Wilsonville Little League but by other youth sports organizations and anyone else who uses the field when it is not reserved by other organizations.

**Project Certifications:**

- This project will not promote or inhibit religion in any way.
- This project will not discriminate based on race, ethnicity, age, gender or sexual orientation in any way.

**Signature:**

Brian Clark

**Date Signed:** Fri 1/29/21

**Electronic signature agreement.** By selecting the "I Accept" button, you are signing this agreement electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Agreement. By selecting "I Accept" you consent to be legally bound by this Agreement's terms and conditions. You further agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes your signature (hereafter referred to as "E-Signature"), acceptance and agreement as if actually signed by you in writing. You also agree that no certification authority or other third party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature. You also represent that you are authorized to enter into this Agreement for all persons who own or are authorized to access any of your accounts and that such persons will be bound by the terms of this Agreement.

**I accept:** Yes

**Source URL:** <https://www.ci.wilsonville.or.us/node/102951/submission/26781>

2/1/2021

Submission #5

**Links**

- [1] <https://www.ci.wilsonville.or.us/bc-mce/webform/2021-public-project-nomination-form%E2%80%93community-enhancement-program>
- [2] <http://www.ci.wilsonville.or.us/cep>
- [3] [https://www.ci.wilsonville.or.us/system/files/webform/wll\\_project\\_budget\\_worksheet.pdf](https://www.ci.wilsonville.or.us/system/files/webform/wll_project_budget_worksheet.pdf)

<b>Project Budget</b>				
	CEP	Sponsor	Other #1	Other #2
Personal Services				
Supplies				
Capital				
Materials	6100			
Other (please explain)				
Shipping	650			
Installation/Assembly		2000		
<b>Total</b>	<b>\$6,750.00</b>	<b>\$2,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Total Estimated Cost** **\$8,750.00**  
 % of Total Budget provided by  
 Sponsor 23%



## West Linn – Wilsonville Schools

To: Wilsonville City Council Members March 30, 2021  
From: Pat McGough, Chief Operating Officer *Patricia McGough*  
Subject: Wilsonville Little League Grant Application

Dear Wilsonville City Council Members,

The West Linn-Wilsonville School District is in full support of Wilsonville Little League's application a Community Enhancement Program grant which would upgrade the bleachers at Inza Wood Middle School Field #1. The District has no funding source to replace these bleachers in the foreseeable future. Through funding from this grant program and the efforts of Wilsonville Little League, having these bleachers replaced will be a great asset to the District itself and the entire Wilsonville community.

The West Linn-Wilsonville School District has partnered with Wilsonville Little League since these fields were established in 2016 to provide a quality site for youth sports. The replacement of the bleachers will not only provide seating for youth sports, but also provide an option to support outdoor instruction for P.E. classes when teachers may be addressing their entire class for game rules or training techniques.

The District has had a great continuing partnership with Wilsonville Little League and the work they are doing to provide our city's students and youth with a positive athletic experience. Both the District and the Wilsonville community will benefit if this grant is awarded.

CC: Dr. Kathy Ludwig, Superintendent, West Linn-Wilsonville School District  
Dr. Barb Soisson, Assistant Superintendent of Teaching and Learning  
Mike Strande, Principal, Inza Wood Middle School

**RESOLUTION NO. 2894**

**A RESOLUTION TO ALLOCATE COMMUNITY ENHANCEMENT FUNDS FOR FISCAL YEAR 2021/2022.**

WHEREAS, the Community Enhancement Program (CEP) was created by Resolution No. 2543 in July 2015; and

WHEREAS, the Community Enhancement Program funding is used for “enhancing the host community of the facility from which the fees have been collected” to fund projects that “rehabilitate and enhance the area within the city”; and

WHEREAS, Eligible projects can improve the appearance or environmental quality of the community, increase reuse and recycling opportunities or improve recreational areas and programs; and

WHEREAS; a six-member committee reviewed the applications to ensure that they comply with the program goals and criteria and made a recommendation to fund the following projects: Wilsonville – Boones Ferry Historical Society Oral History Project (\$10,600) and Wilsonville Little League Bleachers (\$6,750).

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

Section 1: The City allocates Community Enhancement Funds to the following project for Fiscal Year 2021/2022:

Wilsonville – Boones Ferry Historical Society Oral History Project - \$10,600

Wilsonville Little League Bleachers - \$6,750

Section 2: This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 3<sup>rd</sup> day of May 2021, and filed with the Wilsonville City Recorder this date.

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Julie Fitzgerald, Mayor

ATTEST:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville



**CITY OF WILSONVILLE  
CITY COUNCIL MEETING MINUTES**

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A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:00 p.m. on Monday, April 19, 2021 Mayor Fitzgerald called the meeting to order at 7:14 p.m., followed by roll call and the Pledge of Allegiance.

The following City Council members were present:

- Mayor Fitzgerald
- Council President Akervall
- Councilor Lehan - Excused
- Councilor West
- Councilor Linville

Staff present included:

- Bryan Cosgrove, City Manager
- Barbara Jacobson, City Attorney
- Kimberly Veliz, City Recorder
- Dominique Huffman, Civil Engineer
- Dan Carlson, Building Official
- Dan Pauly, Planning Manager
- Rob Wurpes, Chief of Police
- Beth Wolf, Systems Analyst
- Andy Stone, IT Director
- Kerry Rappold, Natural Resources Manager
- Nancy Kraushaar, PE, Civil Engineer
- Zoe Monahan, Assistant to the City Manager

Motion to approve the order of the agenda.

**Motion:** Councilor Akervall moved to approve the order of the agenda. Councilor Linville seconded the motion.

**Vote:** Motion carried 4-0.

**SUMMARY OF VOTES**

Mayor Fitzgerald	Yes
Council President Akervall	Yes
Councilor Lehan	Excused
Councilor West	Yes
Councilor Linville	Yes

**MAYOR’S BUSINESS**

A. Upcoming Meetings

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

**CITY OF WILSONVILLE**  
**CITY COUNCIL MEETING MINUTES**

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The Mayor recognized the recent passing of Jami Arbon. The Mayor appreciated Ms. Arbon for her participation in the Wilsonville Citizen Academy and her membership to the Development Review Board (DRB).

B. Earth Day Proclamation

Kerry Rappold, Natural Resources Manager provided the PowerPoint. Next, the Mayor read a proclamation declaring the 22<sup>nd</sup> day of April as Earth Day in Wilsonville.

C. Bike Month Proclamation

The City Manager read the proclamation declaring the month of May as Bike Month in the City of Wilsonville.

D. Building Safety Month Proclamation

Dan Carlson, Building Official provided a brief overview of upcoming Building Safety Month activities. The Mayor then read a proclamation declaring the month of May as Building Safety Month in Wilsonville.

**COMMUNICATIONS**

A. Clackamas County Sheriff's Public Safety Levy

Prior to the displaying the PowerPoint Chief Wurpes explained, there has been a notable increase in calls for March 2021 compared to March 2020. He believed the reason being March 2020 is when the lockdown for COVID-19 occurred. As of January 2021, Police calls have returned to that of pre-COVID times. It was reported behavioral health calls increased, which is believed to be caused by the COVID-19 pandemic.

The Chief acknowledged the amount of parking complaints and citations had increased as well. He explained the Traffic Concern Team along with the new Code Enforcement Officer is working on a plan to address those issues.

Chief Wurpes then introduced Undersheriff Michael Copenhaver and Chief Deputy Jesse Ashby.

Council heard an informational presentation on Measure 3-566 Public Safety Level, which is to be voted on during the May 18, 2021 election. A disclaimer was given that the slides contain information on what would happen if the proposed measure were passed and what would happen if the proposed measure were not passed.

The PowerPoint has been made a part of the record.

Council questions and comments followed the presentation.

**CITY OF WILSONVILLE**  
**CITY COUNCIL MEETING MINUTES**

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B. Metro Update

Metro Council President Lynn Peterson presented a summary of Metro's priorities to support Portland-metro area residents. Councilor Peterson announced Metro's Parks and Nature bond measure was successful and would be used to purchase land, restore fish and wildlife habitat and complete trails through Metro's parks and nature system.

The PowerPoint has been made a part of the record.

**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.

David Carlson, Wilsonville resident, described his recent experience with DRB. Mr. Carlson explained that he along with his neighbors and friends decided to pool their minutes together in order to share their public comments to DRB. Unfortunately, testimony on the hearing (Canyon Creek) did not start until past 10:30 p.m. Therefore, Mr. Carlson and his group ran into an issue with the ceding of minutes causing comments to be shortened. Mr. Carlson then asked process questions regarding providing testimony.

Joan Carlson, Wilsonville resident, informed she attended the DRB meeting with Mr. Carlson. She then shared a few comments that due to time constraints she was unable to share with DRB. Ms. Carlson recalled a few Boones Ferry Messenger articles regarding trees. Ms. Carlson hoped that the City would continue to be a Tree City. Furthermore, she hoped that the City continue to protect and preserve the urban tree canopy.

Helena Lulay, Wilsonville resident, thanked and recognized the DRB members for the time they spent during the Monday, April 12, 2021 meeting which lasted until 12 30 a.m. Ms. Lulay felt the DRB members were prepared, had reviewed all materials, asked insightful questions and were engaged the whole meeting.

Chip Halstead, Wilsonville resident, also attended the DRB meeting regarding the Canyon Creek development. Mr. Halstead began by thanking the staff and volunteers who worked very hard and stayed until 12:30 a.m. to try to accommodate the presentation and citizens concern. Mr. Halstead stated not all citizens had the opportunity to share their questions and present their concerns to DRB. He then asked if there might be an adjusted format for the next DRB meeting so all citizens would be able to participate and in a much earlier time frame.

**CITY OF WILSONVILLE**  
**CITY COUNCIL MEETING MINUTES**

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Ms. Jacobson responded to the concerns regarding the public testimony process. Ms. Jacobson shared ceding minutes or aggregating minutes is at the discretionary of the mayor/chair. There is nothing stated in the City Council Protocol Manual, City Charter, or any statute which allows that people are given an opportunity to speak. Ms. Jacobson further explained if there are many speakers, sometimes it becomes necessary to reduce the three-minute period. The idea behind aggregating the minutes is not so much to give somebody a longer period to speak but rather to avoid repetitive testimony.

Ms. Jacobson explained under the law people must be present to identify themselves if they wish to testify or give their time to another person otherwise, they do not have standing for an appeal. Furthermore, in terms of fairness, there is no other way of knowing whether somebody has given their time for someone else to speak on their behalf if they are not there.

Ms. Jacobson informed that it is up to the chair to decide whether to allow testimony where somebody speaks for several people. However, if allowed it does not necessarily permit three minutes per person. It is dependent on available time.

Ms. Jacobson recalled the recent DRB meeting was long with members there until 12:30 a.m. The meeting included a lengthy staff presentation at the beginning and a number of people did cede their time to specific speakers but did not stay for the meeting. By the time the meeting was closed, everybody present whom asked to speak was given the opportunity.

Ms. Jacobson added that written testimony could be submitted to the board prior to the closing of the hearing.

She explained written testimony is considered part of the record. Ms. Jacobson recommended those wanting to ensure everything they wanted said is heard to submit it in writing as much in advance as possible. This allows the board time to read and digest the materials. She informed those submitting written testimony can still come to the meeting and provide verbal testimony however; they should remind the board they previously provided written testimony and then give a short summary of it.

Ms. Jacobson stated land use decisions have tight time frames. An extension was required to continue the DRB meeting so that the members could deliberate. Another extension would not be allowed as the City is past the time allowed under statute. However, the applicant agreed to extend the time until June 30, 2021.

Council was told the Canyon Creek public hearing record was left open because the DRB members did not have a chance to ask all of their questions of the developer and/or the citizens that presented testimony. The next DRB meeting on the Canyon Creek issue would be May 10, 2021. Staff reminded at the next DRB meeting no person should count on the ability to speak beyond their allotted time because additional time may not be granted.

**CITY OF WILSONVILLE**  
**CITY COUNCIL MEETING MINUTES**

---

The audience was informed that the Canyon Creek item would eventually be in front of Council, which would provide for another opportunity for people to provide testimony.

Staff also explained they were unsure whether it would be possible to move the DRB meeting up, as members are volunteers and may have work prior to the meeting. In addition, planning staff may have already advertised the date and time of this item.

Council was reminded they were supposed to hear the zone change and comprehensive plan amendment for Canyon Creek that evening. However, staff was requesting a continuance for the public hearing since the item was continued at DRB. Council would discuss this requested continuance later in the meeting.

It was reminded depending on what happens at the next DRB meeting and whether there is, an appeal of decision filed time frames for this item could change.

Council was told if the City does not hold the meetings that are necessary to hold by the deadline then the application is deemed approved.

**COUNCILOR COMMENTS**

A. Council President Akervall

Councilor Akervall shared the following:

- Listened in on the Washington County Coordinating Committee (WCCC) meeting on Monday, April 12, 2021.
- Listened to the League of Oregon Cities (LOC) President's Regional Roundtables on Tuesday, April 13, 2021.
- Informed Portland General Electric (PGE) offers a bill payment assistance program.
- Plans to attend the Willamette Intake Facilities (WIF) Commission on Monday, April 26, 2021.
- Mentioned April 30, 2021 is El Día del Niño (Day of the Child) which is a day to honor children and promote literacy.

B. Councilor Lehan - Excused

C. Councilor West

Councilor West announced the Wilsonville Wildcats football team ended their season undefeated. He then informed track, softball, baseball, and lacrosse seasons have now begun.

Mr. West shared he has been supporting and testifying on House Bill (HB) 3322. Mr. West believes HB 3322 would affect the City of Wilsonville as it allows for the production of food in planned communities by lot owners and their tenants.

**CITY OF WILSONVILLE  
CITY COUNCIL MEETING MINUTES**

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Mr. West reminded Parks and Recreation Department is hosting virtual events on backyard composting and backyard chickens.

D. Councilor Linville

Councilor Linville reminded the Spring Fling activities are happening until the end of April. Ms. Linville shared she participated in the Trillium Drive-Thru event.

Ms. Linville announced she attended the following:

- LOC Statewide Conference Call for City Leaders on April 9, 2021.
- LOC President's Regional Roundtables on Tuesday, April 13, 2021.
- Clackamas County Coordinating Committee (C4) Metro Subcommittee on Wednesday, April 14, 2021.
- LOC Women’s Caucus meeting on April 19, 2021.

Ms. Linville informed on Thursday, April 22, 2021 she along with Wilsonville Chamber of Commerce CEO Kevin Ferrasci O'Malley would be presenting to Wilsonville Rotary. The presentation is about the partnership between the City of Wilsonville and Chamber of Commerce to support business that had been negatively impacted by COVID-19. Moreover, Ms. Linville revealed she would also share with the Rotary information on the City’s development of the Diversity, Equity and Inclusion (DEI) Committee.

**CONSENT AGENDA**

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

A. **Resolution No. 2891**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Extend The Professional Services Agreement With JayRay Ads & PR, Inc., For ‘Explore Wilsonville’ Tourism Promotion And Development And Destination Marketing Program.

B. Minutes of the April 5, 2021 City Council Meeting.

**Motion:** Councilor Linville moved to approve the Consent Agenda as read. Councilor West seconded the motion.

**Vote:** Motion carried 4-0.

**SUMMARY OF VOTES**

Mayor Fitzgerald	Yes
Council President Akervall	Yes
Councilor Lehan	Excused
Councilor West	Yes
Councilor Linville	Yes

**CITY OF WILSONVILLE  
CITY COUNCIL MEETING MINUTES**

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**NEW BUSINESS**

A. **Resolution No. 2890**

A Resolution Of The City Of Wilsonville Authorizing Staff To Proceed With The Recommended Design For The Boeckman Dip Project.

Ms. Jacobson read the title of Resolution No. 2890 into the record.

Dominique Huffman, Civil Engineer; Nancy Kraushaar, PE, Civil Engineer; Scott Mansur of DKS provided the staff report and presentation.

The PowerPoint has been made a part of the record.

**Motion:** Councilor West moved to approve Resolution No. 2890. Councilor Akervall seconded the motion.

Council discussion ensued.

**Vote:** Motion carried 4-0.

**SUMMARY OF VOTES**

Mayor Fitzgerald	Yes
Council President Akervall	Yes
Councilor Lehan	Excused
Councilor West	Yes
Councilor Linville	Yes

**CONTINUING BUSINESS**

A. None.

**PUBLIC HEARING**

A. **Ordinance Nos. 847 & 848**

To A Date Certain For Comprehensive Plan Amendment And Zone Map Amendment For Canyon Creek Subdivision.

For the record Ms. Jacobson, stated staff requested a continuance to a date certain of the comprehensive plan amendment and zone map amendment for Canyon Creek subdivision. A special meeting has been suggested for May 27, 2021 for the first reading and the second reading to be on June 7, 2021. Alternatively, Council could have the first reading at the regular meeting on June 7, 2021 and the second reading at the next regular meeting, June 21, 2021. Ms. Jacobson reminded this is all dependent on whether there is an appeal.

**CITY OF WILSONVILLE  
CITY COUNCIL MEETING MINUTES**

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**Motion:** Councilor Linville moved to continue Ordinance No. 847 and Ordinance No. 848 to a date certain for first reading as a special meeting on May 27, 2021 and June 7, 2021 for a second reading. Councilor Akervall seconded the motion.

Discussion on Council’s availability for the proposed special meeting on May 27, 2021 ensued.

**Amended Motion:** Councilor Linville amended the motion to change the date from May 27, 2021 for the first reading to May 26, 2021 for the first reading and June 7, 2021 as the second reading. Councilor Akervall seconded the motion.

**Vote:** Motion carried 4-0.

**SUMMARY OF VOTES**

Mayor Fitzgerald	Yes
Council President Akervall	Yes
Councilor Lehan	Excused
Councilor West	Yes
Councilor Linville	Yes

**Vote:** Amended motion carried 4-0.

**SUMMARY OF VOTES**

Mayor Fitzgerald	Yes
Council President Akervall	Yes
Councilor Lehan	Excused
Councilor West	Yes
Councilor Linville	Yes

Councilor West announced he had received a phone call from a neighbor of the Canyon Creek property. He then shared he did not feel compromised, influenced, nor that he would be unable to make a sound judgment.

Ms. Jacobson advised Council in the future if they receive calls to tell the requestor the item would be coming before them and that would be the appropriate time to present their comments.

Ms. Jacobson further advised Mr. West that if he felt he was not prejudiced by the conversation it was fine for him to participate. However, he would need to announce the conversation with his neighbor and the nature of the conversation.

**CITY MANAGER’S BUSINESS**

No Report.



**CITY OF WILSONVILLE  
CITY COUNCIL MEETING MINUTES**

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**LEGAL BUSINESS**

No Report.

**ADJOURN**

Mayor Fitzgerald adjourned the meeting at 9:44 p.m.

Respectfully submitted,

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Kimberly Veliz, City Recorder

ATTEST:

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Julie Fitzgerald, Mayor