



## **City Council Meeting May 17, 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:**

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

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

# City of Wilsonville

City Council Meeting

May 17, 2021



**AGENDA**

**WILSONVILLE CITY COUNCIL MEETING  
MAY 17, 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**

- |                  |   |           |
|------------------|---|-----------|
| <b>5:00 P.M.</b> | <b>EXECUTIVE SESSION</b>  | [25 min.] |
|                  | A. Pursuant to: ORS 192.660 (2)(e) Real Property Transactions<br>ORS 192.660(2)(h) Legal Counsel / Litigation |           |
| <b>5:25 P.M.</b> | <b>REVIEW OF AGENDA AND ITEMS ON CONSENT</b>  | [5 min.]  |
| <b>5:30 P.M.</b> | <b>COUNCILORS’ CONCERNS</b>   | [5 min.]  |
| <b>5:35 P.M.</b> | <b>PRE-COUNCIL WORK SESSION</b>   |           |
|                  | A. Community Enhancement Program IGA with Metro (Monahan)   | [15 min.] |
|                  | B. Tourism Promotion Committee 1/5 Year Plan (Monahan)  | [15 min.] |
| <b>6:05 P.M.</b> | <b>ADJOURN</b>  |           |
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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 17, 2021 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10 a.m. on May 4, 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
- B. Diversity, Equity and Inclusion Committee Appointments
- C. Pride Month Proclamation (Monahan)
- D. National Public Works Week Proclamation (Kerber)

**7:25 P.M. COMMUNICATIONS**

- A. Recognition of Delora Kerber, Public Works Director, as National Public Works Leader of the Year (Cosgrove/Troha)

**7:40 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.

**7:50 P.M. COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS**

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

**8:10 P.M. CONSENT AGENDA**

- A. **Resolution No. 2895**  
A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Contract With Eagle-Elsner, Inc. For Construction Of The 2021 Street Maintenance Project (Capital Improvement Project # 4014, 4118 And 4725). (Huffman)
- B. **Resolution No. 2896**  
A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Memorandum Of Understanding With The Willamette Falls And Landings Heritage Area Coalition. (Ottenad)
- C. **Resolution No. 2897**  
A Resolution Of The Wilsonville City Council Adopting An Intergovernmental Agreement Between Metro And The City Of Wilsonville To Continue The Wilsonville-Metro Community Enhancement Program. (Monahan)
- D. **Resolution No. 2898**  
A Resolution Of The City Of Wilsonville Adopting The Fy 2021/22 Five-Year Action Plan And Annual One-Year Implementation Plan For The Wilsonville Tourism Development Strategy. (Monahan)

E. **Resolution No. 2899**

A Resolution And Order Amending Resolution No. 2882 To Further Extend The Local State Of Emergency And Emergency Measures, As Authorized By Resolution No. 2803. (Jacobson)

F. Minutes of the May 3, 2021 City Council Meeting. (Veliz)

**8:20 P.M. NEW BUSINESS**

A. None.

**8:20 P.M. CONTINUING BUSINESS**

A. None.

**8:20 P.M. PUBLIC HEARING**

A. None.

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

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

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

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

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 ROLLING SCHEDULE**  
**Board and Commission Meetings 2021**  
**Items known as of 05/12/21**

**May**

DATE	DAY	TIME	EVENT	LOCATION
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

**July**

DATE	DAY	TIME	EVENT	LOCATION
7/8	Thursday	7:00 p.m.	City Council Meeting	Council Chambers
7/12	Monday	6:30 p.m.	DRB Panel A	Council Chambers
7/13	Tuesday	6:00 p.m.	Wilsonville-Metro Community Enhancement Committee	Council Chambers
7/14	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
5/11	Tuesday	6:00 p.m.	Wilsonville-Metro Community Enhancement Committee	Council Chambers
7/19	Monday	7:00 p.m.	City Council Meeting	Council Chambers
7/26	Monday	6:30 p.m.	DRB Panel B	Council Chambers
7/28	Wednesday	6:30 p.m.	Library Board	Library

**Community Events:**

- 5/22** Bulky Waste Day from 9:00 a.m. to 1:00 p.m. at Republic Services  
**5/31** City Offices closed in observance of Memorial Day  
**6/8** Estate Planning 101 Webinar with Rose Elder Law at 10:00 a.m.  
**6/11** American Red Cross Blood Drive from 10:00 a.m. to 3:00 p.m. at the Library  
**7/5** City Offices closed in observance of Independence Day

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

**CITY OF WILSONVILLE**

**Proclamation Declaring the Month of June 2021 as**

**Pride Month**

**WHEREAS**, June is celebrated as LGBTQIA+ Pride Month nationwide to commemorate the beginning of the Stonewall Uprising in New York; and

**WHEREAS**, Wilsonville is a community that includes and values its Lesbian, Gay, Bisexual, Transgender, Questioning, Queer, Asexual, and Allied (LGBTQIA+) residents; and

**WHEREAS**, Wilsonville’s LGBTQIA+ community is a diverse and essential part of our city who contribute to the widespread academic, economic, artistic, political, and social spheres within and around the Tigard community; and

**WHEREAS**, Pride Month in Wilsonville is meant to raise awareness of the prejudice and discrimination still facing members of the LGBTQIA+ community and honor their power and perseverance in fighting discrimination in all its forms; and

**WHEREAS**, everyone is entitled to equal rights freely granted to all Americans regardless of race, religion, gender identity or sexual orientation; and

**WHEREAS**, our city will stand up to hurtful speech and reinforce our efforts to attract a workforce that is representative of our community so that Wilsonville becomes a more vibrant, diverse, and livable community; and

**WHEREAS**, the valuable contributions made by our family, friends and neighbors who represent the diverse Wilsonville LGBTQIA+ community promote innovation and positive change with lasting effects within our city.

**NOW THEREFORE BE IT RESOLVED THAT I**, Julie Fitzgerald, Mayor of the City of Wilsonville, Oregon, do hereby proclaim June as

**PRIDE MONTH**

In Wilsonville, Oregon and urge all residents to respect and honor our diverse community and celebrate and build a culture of inclusiveness and acceptance.

Dated this 17<sup>th</sup> day of May 2021

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Julie Fitzgerald, Mayor



**2021  
National Public Works Week  
Proclamation**

**WHEREAS**, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the City of Wilsonville; and

**WHEREAS**, these infrastructure, facilities and services are provided through the dedicated efforts of public works professionals, who are utility workers, technicians, engineers, inspectors, managers and employees at all levels of government and the private sector. These individual and teams are responsible for rebuilding, improving and protecting our City's transportation system, water supply, wastewater treatment and stormwater system, public buildings, natural resources and other structures and facilities essential for our citizens; and

**WHEREAS**, it is in the public interest for the citizens, civic leaders and children in the City of Wilsonville to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in our community; and,

**WHEREAS**, the year 2021 marks the 61<sup>st</sup> annual National Public Works Week sponsored by the American Public Works Association; and

**WHEREAS**, this year's theme is "**Stronger Together**".

**NOW, THEREFORE**, I, Julie Fitzgerald, Mayor of the City of Wilsonville in the State of Oregon, hereby, designate the week of May 16 – 22, 2021 to be

**Public Works Week**

in Wilsonville and encourage Wilsonville citizens to pay tribute to our public works professionals and recognize the substantial contributions they make to protecting our City's health, safety, and quality of life.

Signed this 17<sup>th</sup> day of May, 2021

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Mayor Julie Fitzgerald





## CITY COUNCIL MEETING STAFF REPORT

<p><b>Meeting Date:</b> May 17, 2021</p>	<p><b>Subject: Resolution No. 2895</b> A Resolution of the City of Wilsonville Authorizing the City Manager to Execute a Construction Contract with Eagle-Elsner, Inc. for construction of the 2021 Street Maintenance Project (Capital Improvement Projects # 4014, 4118, and 4725)</p> <p><b>Staff Member:</b> Dominique Huffman, P.E. Civil Engineer</p> <p><b>Department:</b> Community Development</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></p>		
<p><input checked="" type="checkbox"/> Council Goals/Priorities: Expand and Maintain High Quality Infrastructure</p>	<p><input type="checkbox"/> Adopted Master Plan(s):</p>	<p><input type="checkbox"/> Not Applicable</p>

**ISSUE BEFORE COUNCIL:**

A City of Wilsonville Resolution approving the public bid process, accepting the lowest responsible bidder, and awarding a construction contract to Eagle-Elsner, Inc. in the amount of \$2,355,217.23 for the construction of the 2021 Street Maintenance project.

**Resolution No. 2895 Staff Report**

**EXECUTIVE SUMMARY:**

The 2021 Street Maintenance project will rehabilitate or reconstruct the asphalt driving surface on Town Center Loop West from Main Street to Parkway Avenue, Town Center Loop East from Parkway Avenue to Wilsonville Road, and Park Place from Town Center Loop West to Courtside Drive. The project will also replace or reconstruct pedestrian curb ramps, pedestrian signals and vehicle signal detection along the project route and extend bike safety improvements along Town Center Loop West between Parkway Avenue and Park Place. The project includes approximately 35,500 square yards of 2 or 3 inch cold plane pavement removal, placement of 11,800 tons of asphalt concrete pavement, 1,300 linear feet of curb or curb and gutter reconstruction, 4,600 square feet of sidewalk reconstruction, and 2,000 square feet of sidewalk ramp reconstruction.

The City received six (6) bids by the April 27, 2021 deadline (see Attachment 2) of which Eagle-Elsner, Inc. submitted the lowest, responsive bid at \$2,355,217.23 and within the range of the engineer's estimate.

**EXPECTED RESULTS:**

Rehabilitate or reconstruct the driving surface on approximately 1.4 miles of city roadways including: Town Center Loop East, Town Center Loop West and Park Place; and replace or reconstruct pedestrian curb ramps, pedestrian signals, and vehicular signal detection along the project route and extend bike facilities with buffered bike lane installation on Town Center Loop West between Parkway Avenue and Park Place.

**TIMELINE:**

Construction is expected to begin June 2021 with a final completion date scheduled for September 2021.

**CURRENT YEAR BUDGET IMPACTS:**

The street maintenance (Project #4014) portion of the construction contract, estimated at \$2,232,917, is funded through road maintenance fees. The amended FY 2020-21 Wilsonville budget includes \$3,247,163 for street maintenance, of which \$632,000 is available for construction of the 2021 Street Maintenance project. An additional \$1,976,640 is estimated for street maintenance construction, contract administration, and overhead in FY 2021-22. The street maintenance construction contract is within the total anticipated amount.

The signal improvements portion (Project #4118) is funded through the road operating fund. The approved FY 2020-21 Wilsonville budget includes \$340,500 for construction, contract administration and overhead for the signal improvement work, of which \$170,000 is available for the 2021 Street Maintenance project. The signal improvement portion of the construction contract is estimated at \$88,500.00 and is within the total anticipated amount.

The crosswalk flasher replacement (Project #4725) is funded through the road operating fund. The approved FY 2020-21 Wilsonville budget includes \$264,682 for construction, contract administration and overhead for the signal improvement work. The crosswalk flasher replacement portion of the construction contract is estimated at \$33,800.00 and is within the total anticipated amount.

**FINANCIAL REVIEW / COMMENT:**

Reviewed by: CAR Date: 5/3/2021

Funds budgeted for FY2021-22 will be adopted by Council at the June 7 meeting and available on July 1.

**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ Date: 5/12/2021

**COMMUNITY INVOLVEMENT PROCESS:**

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

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

Completion of the project will positively impact vehicular, cyclist, and pedestrian users of the roadways and sidewalk facilities in the project areas. Furthermore, improvements to bike lanes, sidewalk ramps and pedestrian signals will improve safety to all users.

**ALTERNATIVES:**

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

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Project Location Map
2. Bid Summary
3. Resolution No. 2895
  - A. 2021 Street Maintenance Construction Contract



## ATTACHMENT #2

### BID SUMMARY

**Project:** 2021 Street Maintenance  
**File No:** 21 01 001

**CIP No:** 4014 / 4118 / 4725  
**Bid Date:** April 27 @ 2:00 PM



Order Opened	Bidder	Envelope Marked	Proposal Complete	Addenda	Proposal Signed	Bid Security		Pre-Qual	First Tier Sub-Con.	Bid Amount	Rank
						Amount	Type				
-	Engineer's Estimate									\$ 2,884,735.20	
1	Brix Paving Northwest, Inc.	Y	Y	Y	Y	10%	Bond		Y	\$ 2,935,386.80	5
2	Eagle-Elsner	Y	Y	Y	Y	10%	Bond		Y	\$ 2,355,217.23	1
3	Kerr Contractors	Y	Y	Y	Y	10%	Bond		Y	\$ 2,490,227.00	2
4	Pacific Excavation	Y	Y	Y	Y	10%	Bond		Y	\$ 2,825,000.00	4
5	S-2 Contractors, Inc.	Y	Y	Y	Y	10%	Bond		N	\$ 3,188,055.20	6
6	Knife River	Y	Y	Y	Y	10%	Bond		Y	\$ 2,786,414.40	3

**RESOLUTION NO. 2895**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH EAGLE-ELSNER, INC. FOR CONSTRUCTION OF THE 2021 STREET MAINTENANCE PROJECT (CAPITAL IMPROVEMENT PROJECT # 4014, 4118 AND 4725).**

WHEREAS, the City has planned, designed, and budgeted for the completion of Capital Improvement Project #4014, 4118 and 4725, known as the 2021 Street Maintenance project (the Project); and

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

WHEREAS, six bids were received and opened on April 27, 2021, and Eagle-Elsner, Inc. submitted a bid of \$2,355,217.23 for the Project, which was subsequently evaluated as the lowest responsive and responsible bid.

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

Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Eagle-Elsner, Inc. submitted the lowest responsive and responsible bid.

Section 2. The City of Wilsonville acting as the Local Contract Review Board authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Construction Contract with Eagle-Elsner, Inc. for a stated value of \$2,355,217.23 in substantially the form as attached hereto as Exhibit A.

Section 3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 17<sup>th</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. 2021 Street Maintenance Construction Contract

## CITY OF WILSONVILLE CONSTRUCTION CONTRACT

This Construction Contract (“Contract”) for the 2021 Street Maintenance Project (“Project”) 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 **Eagle-Elsner, Inc.**, an Oregon corporation (hereinafter referred to as “Contractor”).

### RECITALS

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

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

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

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

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

### AGREEMENT

#### **Section 1. Contract Documents**

This Contract includes and incorporates by reference all of the foregoing Recitals and all of the following additional “Contract Documents”: Invitation to Bid, Drawings, Specifications, 2018 ODOT Standards, 2017 City Public Work Standards, and the provisions of Oregon Revised Statutes (ORS) 279C, as more particularly set forth in this Contract. Contractor must be familiar with all of the foregoing and comply with them. Any conflict or inconsistency between the Contract Documents shall be called to the attention of the City by Contractor before proceeding with affected work. All Contract Documents should be read in concert and Contractor is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

#### **Section 2. Term**

The term of this Contract shall be from the Effective Date until all work required to be performed hereunder (“Work”) is completed and accepted, or no later than September 30, 2021, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in



writing, by the City. Contractor shall diligently perform the Work according to the requirements and deliverable dates identified in the Contract Documents. All Work must be at Substantial Completion by no later than August 31, 2021, and at Final Completion by September 30, 2021. See **Section 23** for the definitions of Substantial Completion and Final Completion.

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

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

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

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

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

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

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Contractor the unit price not-to-exceed amount of TWO MILLION THREE HUNDRED FIFTY-FIVE THOUSAND TWO HUNDRED SEVENTEEN DOLLARS AND TWENTY-THREE CENTS (\$2,355,217.23) for performance of the Work ("Contract Sum"). Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor. Contractor's unit pricing is set forth in **Exhibit A**, attached hereto and incorporated by reference herein.

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

4.3. Contractor will be paid for Work for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice, less a five percent (5%)

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

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

4.5. Contractor's Unit Prices and Contract Sum are all inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including, but not limited to, the recently enacted Oregon Corporate Activity Tax (CAT).

4.6. Contract provisions regarding payment policies, progress payments, interest, etc. are as outlined in 2017 City of Wilsonville Public Works Standards, 2018 ODOT Standard Specifications for Construction, Specifications and Contract Documents, and in ORS 279C.570.

## **Section 5. Prevailing Wages**

This is a Contract for a Public Works Project, subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this project are those published by the Bureau of Labor and Industries (BOLI), effective January 1, 2021, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at the following website: <http://www.oregon.gov/boli/employers/pages/prevailing-wage-rates.aspx>. Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Work, either by Contractor, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Work, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. Contractor must comply with all public contracting wages required by law. Contractor and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the Contract for breach. Contractor shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). Contractor must include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

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

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

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

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

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

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

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

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

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

8.4. If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with the Contract as such claim becomes due, the City may, but shall not be obligated to, pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract. The payment of a claim in the manner authorized hereby shall not relieve Contractor or its surety from the obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or services furnished, the City may

withhold from any current payment due Contractor an amount equal to said claim until its validity is determined, and the claim, if valid, is paid by Contractor or the City. There shall be no final acceptance of the Work under the Contract until all such claims have been resolved.

8.5. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2020-21. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this Contract early, as described in Section 21.

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

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

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

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

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

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

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

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

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

13.1. Unless expressly authorized in writing by the City, pursuant to **Subsection 14.3**, Contractor shall not subcontract with others for any of the Work prescribed herein. Contractor shall not assign any of Contractor's rights acquired hereunder without obtaining prior written approval from the City. Some Work may be performed by persons other than Contractor, provided Contractor advises the City of the names of such subcontractors and the services which they intend to provide, and the City specifically agrees, in writing, to such subcontracting. Contractor acknowledges such services will be provided to the City pursuant to a subcontract(s) between Contractor and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Contract, the City incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any attempted assignment of this Contract without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Contractor shall not be subject to additional reimbursement by the City.

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

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

This Contract is a public works contract governed by the laws found at ORS Chapter 279C, which Contractor must be familiar with and adhere to. Those required provisions include but are not limited to all of the following:

14.1. Except as otherwise provided under ORS 30.265, the performance under this Contract is at Contractor's sole risk. All damages or loss to Work, equipment, or materials incurred during the performance of the Work shall be at Contractor's sole risk. Any injury to persons or property incurred during the performance of the Work shall be at Contractor's sole risk. The service or services to be rendered under the Contract are those of an independent contractor who is not an officer, employee, or agent of the City, as those terms are used in ORS 30.265. Notwithstanding the Oregon Tort Claims Act or provisions of any other contract, Contractor is acting as and assumes liability of an independent contractor as to claims between the City and Contractor. Contractor is solely liable for any workers compensation coverage, social security, unemployment insurance or retirement payments, and federal or state taxes due as a result of payments under the Contract. Any subcontractor hired by Contractor shall be similarly responsible. Contractor shall be liable to the City for any failure of any subcontractor(s) to comply with the terms of the Contract.

14.2. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the Contract Sum provided for under **Section 4** of this Contract. Contractor will be solely responsible for determining the manner and means of accomplishing the end result of Contractor's Work. The City does not have the right to control or interfere with the manner or method

of accomplishing said Work. The City, however, will have the right to specify and control the results of Contractor's Work so such Work meets the requirements of the Project.

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

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

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

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

14.7. No person shall be discriminated against by Contractor or any subcontractor in the performance of this Contract on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Contract, in whole or in part, by the City. Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Contract or to the implementation of the Project. Without limiting

the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Contract or the implementation of the Project: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; (b) Titles VI and VII of the Civil Rights Act of 1964, as amended; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (d) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (e) Executive Order 11246, as amended; (f) the Health Insurance Portability and Accountability Act of 1996; (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations.

14.8. Contractor certifies that Contractor has not discriminated against minority, women, or small business enterprises in obtaining any subcontract.

14.9. Pursuant with ORS 279C.505(2), by execution of this Contract, Contractor agrees to have an employee drug testing program in place at the time of executing the Contract, acknowledges that such a program will be maintained throughout the Contract period, including any extensions, and shall demonstrate to the City that such drug testing program is in place. The failure of Contractor to have, or to maintain, such a drug-testing program is grounds for immediate termination of the Contract. Contractor shall require each subcontractor providing labor for the Project to also comply with this drug testing program requirement.

14.10. Contractor agrees that the City shall not be liable, either directly or indirectly, in any dispute arising out of the substance or procedure of Contractor's drug testing program. Nothing in this drug testing provision shall be construed as requiring Contractor to violate any legal, including constitutional, rights of any employee, including but not limited to selection of which employees to test and the manner of such testing. The City shall not be liable for Contractor's negligence in establishing or implementing, or failure to establish or implement, a drug testing policy or for any damage or injury caused by Contractor's employees acting under the influence of drugs while performing Work covered by the Contract. These are Contractor's sole responsibilities, and nothing in this provision is intended to create any third party beneficiary rights against the City.

14.11. Contractor is solely responsible for ensuring that any subcontractor selection and substitution is in accordance with all legal requirements. The City shall not be liable, either directly or indirectly, in any dispute arising out of Contractor's actions with regard to subcontractor selection and/or substitution.

14.12. Contractor shall make payment promptly, as due, to all parties supplying to such Contractor labor or material for the prosecution of the Work provided for in the Contract Documents, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.

14.13. By execution of this Contract, as required by ORS 305.385(6), Contractor certifies under penalty of perjury that to the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4).

14.14. Contractor agrees that if Contractor or a first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with this Contract within thirty (30) days after receiving payment from the City or a contractor, Contractor or the first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten (10) day period within which payment is due under ORS 279C.580(3)(a) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due shall be calculated in accordance with ORS 279C.515(2). The amount of interest may not be waived.

14.15. Contractor agrees that if Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

14.16. Contractor shall make payment promptly, as due, to any party furnishing medical, surgical, hospital, or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums which Contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing payment for such service.

14.17. Contractor and all subcontractors shall comply with the provisions of ORS 279C.540 pertaining to maximum hours, holidays, and overtime. With certain exceptions listed below, Contractor shall not require or permit any person to work more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in case of necessity, emergency, or where public policy requires it, and in such cases the person shall be paid at least time and a half for:

14.17.1. All overtime in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is five (5) consecutive days, Monday through Friday; or

14.17.2. All overtime in excess of ten (10) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is four (4) consecutive days, Monday through Friday; and

14.17.3. All work performed on the days specified in ORS 279C.540(1)(b) for public improvement contracts.

14.18. Contractor and all subcontractors shall comply with the provisions of ORS 279C.545 pertaining to time limitation on claims for overtime and requirements for posting circulars containing said provisions.

14.19. For personal/professional service contracts, as designated under ORS 279A.055, instead of 14.17.1, 14.17.2, and 14.17.3 above, a laborer shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one (1) week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC §§ 201 to 209 from receiving overtime.



14.20. Contractor shall follow all other exceptions, pursuant to ORS 279B.235 (for non-public improvement contracts) and ORS 279C.540 (for public improvement contracts), including contracts involving a collective bargaining agreement, contracts for services, and contracts for fire prevention or suppression.

14.21. Contractor must give notice to employees who work on a public contract, in writing, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

14.22. The hourly rate of wage to be paid by any Contractor or subcontractor to employed workers or other persons doing or contracting to do all or part of the work contemplated by a public contract shall be not less than the applicable wage required by law.

14.23. Contractor, its subcontractors, and all employers working under the Contract are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017 and provide the required workers compensation coverage, unless otherwise exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

14.24. In the performance of this Contract, Contractor shall comply with all applicable federal, state, and local laws, municipal codes, regulations, rules, and ordinances, including but not limited to those dealing with public contracts (ORS Chapter 279C) and with the prevention of environmental pollution and the preservation of natural resources (and avoidance of natural resource damages) in the performance of the Contract, including but not limited to ORS 279C.525. To the extent that known environmental and natural resource risks are specifically noted, shown, or specified in the Contract Documents or on the construction drawings, such risks are allocated to Contractor pursuant with ORS 279C.525(8)(a). If new or amended statutes, ordinances, rules, or regulations are adopted, or Contractor encounters a condition not referred to in this Contract, not caused by Contractor, and that was not discoverable by reasonable site inspection which requires compliance with federal, state, or local laws, codes, or regulations dealing with the preservation of the environment, both the City and Contractor shall have all the rights and obligations set forth in ORS 279C.525.

14.25. Contractor shall be liable for any fine imposed against Contractor, the City or the 'Project' as a result of a violation of any laws or permitting requirements by Contractor or any of its subcontractors or their sub-subcontractors or any suppliers.

14.26. Pursuant to ORS 279B.055, Contractor shall use recyclable products to the maximum extent economically feasible, and in full conformance with the Contract Document Specifications, in the performance of the Work.

14.27. COVID-19 Safety Measures. Contractor must have a written policy in place to comply with all applicable local, state, and federal laws, regulations, and executive orders related to the COVID-19 coronavirus outbreak to ensure the protection of Contractor's employees and/or

subcontractors, City employees, and the public. Contractor must provide its written policy to the City Project Manager at the commencement of the Project. In the event that Contractor is required to stop or delay work due to a COVID-19 related event, Contractor shall not be entitled to any additional payment, remobilization costs, or delay damages.

## **Section 15. Subcontractor Requirements**

15.1. If subcontractors are permitted, Contractor's relations with subcontractors shall comply with ORS 279C.580. Pursuant with ORS 279C.580(3), each subcontract for property or services that Contractor enters into with a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract, shall include:

15.1.1. A payment clause that obligates Contractor to pay the first-tier subcontractor for satisfactory performance under the subcontract within ten (10) days out of such amounts as are paid to Contractor by the City under the public improvement contract; and

15.1.2. An interest penalty clause that obligates Contractor, if payment is not made within 30 days after receipt of payment from the City, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause outlined in **Subsection 15.1.1** above. A contractor or first-tier subcontractor may not be obligated to pay an interest penalty if the only reason that the contractor or first-tier subcontractor did not make payment when payment was due is that the contractor or first-tier subcontractor did not receive payment from the City or Contractor when payment was due. The interest penalty period shall begin on the day after the required payment date and end on the date on which payment of the amount due is made and shall be computed at the rate specified in ORS 279C.515(2).

15.2. Contractor shall include in each subcontract, as a condition of performance of such contract, a provision requiring the first-tier subcontractor to include a payment clause and interest penalty clause, conforming to the standards set forth in **Subsections 15.1.1 and 15.1.2** above, in each of its subcontracts and requiring that the same clauses be included in any of the first-tier subcontractors' subcontracts with a lower-tier subcontractor or supplier.

15.3. Contractor shall certify that all subcontractors, as described in ORS 701.005(2), will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 or 701.026, respectively, before the subcontractors commence Work under the Contract.

15.4. In no event shall any subcontract be awarded to any person or entity debarred, suspended, or disqualified from federal, state, or municipal contracting.

15.5. Contractor shall include this Contract by reference in any subcontract and require subcontractors to perform in strict compliance with this Contract.

## Section 16. Environmental Laws

16.1. Although the City is not aware of any of the following, before beginning construction, Contractor shall determine if there is any asbestos, lead paint, or other hazardous materials that will be removed or disturbed as a part of the Project. If disturbance or removal is required, Contractor will advise the City, in writing, and will provide the City with a detailed written supplemental Scope of Work concerning how such disturbance or removal will be accomplished and how materials, if any, will be disposed of, all in accordance with State and Federal environmental laws. Work required due to the finding of any such hazardous materials will require a written Change Order.

16.2. In compliance with the provisions of ORS 279C.525, the following is a list of federal, state, and local agencies, of which the City has knowledge, that have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the Contract:

### FEDERAL AGENCIES:

Forest Service  
 Defense, Department of  
 Environmental Protection Agency  
 Bureau of Sport Fisheries and Wildlife  
 Bureau of Land Management  
 Bureau of Reclamation  
 Occupational Safety and Health Administration  
 Coast Guard

Agriculture, Department of  
 Soil Conservation Service  
 Army Corps of Engineers  
 Interior, Department of  
 Bureau of Outdoor Recreation  
 Bureau of Indian Affairs  
 Labor, Department of  
 Transportation, Department of  
 Federal Highway Administration

### STATE AGENCIES:

Environmental Quality, Department of  
 Forestry, Department of  
 Human Resources, Department of  
 Soil and Water Conservation Commission  
 State Land Board

Agriculture, Department of  
 Fish and Wildlife, Department of  
 Geology and Mineral Industries, Department of  
 Land Conservation and Development Commission  
 National Marine Fisheries Service (NMFS)  
 State Engineer  
 Water Resources Board

### LOCAL AGENCIES:

County Courts  
 Port Districts  
 County Service Districts  
 Water Districts

City Council  
 County Commissioners, Board of  
 Metropolitan Service Districts  
 Sanitary Districts  
 Fire Protection Districts

This list may not be all-inclusive, and it is the responsibility of Contractor to know all applicable laws and to comply with them in the performance of this Contract.

16.3. Pursuant with ORS 279C.510(1), if this Contract calls for demolition work, Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

16.4. Pursuant with ORS 279C.510(2), if this Contract calls for lawn or landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

16.5. Contractor shall be responsible for the immediate clean-up, remediation, reporting, and payment of fines, if any, related to the release of any hazardous substance or material by Contractor or any subcontractor.

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

## **Section 17. Indemnity**

17.1. Indemnification. Contractor acknowledges responsibility for liability arising out of the performance of this Contract, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Contractor's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Contract, or from Contractor's failure to perform its responsibilities as set forth in this Contract. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Contractor shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Contractor of its responsibility to perform in full conformity with the City's requirements, as set forth in this Contract, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Contractor's negligent performance of this Contract, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 17.2.** Contractor shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Contractor. As used herein, the term "Contractor" applies to Contractor and its own agents, employees, and suppliers, and to all of Contractor's subcontractors, including their agents, employees, and suppliers.

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

## **Section 18. Insurance**

18.1. Insurance Requirements. Contractor must maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or Work hereunder. Any and all agents or subcontractors with which Contractor contracts for any portion of the Work must have insurance that conforms to the insurance requirements in this Contract. Additionally, if a subcontractor is an engineer, architect, or other professional, Contractor must require the subcontractor to carry Professional Errors and Omissions insurance and must provide to the City proof of such coverage. The amount of insurance carried is in no way a limitation on Contractor's liability hereunder. The

policy or policies maintained by Contractor shall provide at least the following minimum limits and coverages at all times during performance of this Contract:

18.1.1. Commercial General Liability Insurance. Contractor and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Contract, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an “occurrence” form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Contract and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Contract.

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

18.1.3. Pollution Liability Coverage. Contractor shall carry sudden and accidental and gradual release pollution liability coverage that will cover, among other things, any spillage of paints, fuels, oils, lubricants, de-icing, anti-freeze or other hazardous materials, or disturbance of any hazardous materials, as that term is defined under Oregon law, during the performance of this Contract. Contractor will be fully responsible for the cost of any clean-up of any released materials or disturbance, in accordance with Oregon Department of Environmental Quality (“DEQ”) and Federal Environmental Protection Agency (“EPA”) clean-up requirements. The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$2,000,000** general aggregate.

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

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

18.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Contractor's liabilities hereunder in insurance coverages. Additional Insured coverage under Contractor's Commercial General Liability, Automobile Liability, Pollution Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: "The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers." An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days' written notification of any termination or major modification of the insurance policies required hereunder. Contractor must be an additional insured on the insurance policies obtained by its subcontractors performing any of the Work contemplated under this Contract.

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

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

## **Section 19. Bonding Requirements**

19.1. Payment and Performance Bonds. Contractor shall obtain a Payment Bond and a Performance Bond, each in a form acceptable to the City and from a surety acceptable to the City, and each in the full amount of the Contract Sum.

19.2. Maintenance/Warranty Bond. Contractor shall maintain a two (2) year Maintenance/Warranty Bond, in a form acceptable to the City and from a surety acceptable to the City, in the amount of ten percent (10%) of the Contract Sum.

19.3. Landscaping Bond. Contractor shall also maintain a two (2) year Landscape Warranty Bond, in a form acceptable to the City and from a surety acceptable to the City, for maintenance and replacement of all landscaping material in accordance with ***Public Works Standards Section 201.10.03***. The landscape maintenance bond shall be for 10% of the amount required to maintain and replace the landscaping installed with the Project. At the one-year time frame in the maintenance period, the City shall perform an inspection of the landscaping and provide Contractor

with a landscape replacement list. Contractor shall have 30 days to replace landscaping, as directed, and warranty all new landscaping for an additional two (2) year maintenance period.

19.4. Public Works Bond. Pursuant to ORS 279C.830(2), in addition to the Payment and Performance bonds, before starting work on this Contract or any subcontract hereunder, Contractor and all subcontractors, unless exempt under ORS 279C.836(4), (7), (8), or (9), must have on file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in the State of Oregon in the minimum amount of **\$30,000**. The bond must provide that the Contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under ORS 279C.836, unless the surety sooner cancels the bond. Contractor further certifies that Contractor will include in every subcontract a provision requiring a subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the Project, unless exempt under ORS 279C.836(4), (7), (8), or (9).

19.5. Bond Claims. Any notice of claim on a payment or performance bond or public works bond shall comply with the requirements of ORS 279C.605.

## **Section 20. Warranty**

20.1. Contractor shall provide a full warranty for all Work, including but not limited to all plant material, for a period of two (2) years from the date of Final Acceptance of all Work.

20.2. In addition to, and not in lieu of, any other warranties provided by various manufacturers and suppliers, Contractor fully warrants all Work for a period of two (2) years from the date of Final Acceptance of the Work and shall make all necessary repairs and replacements to remedy, in a manner satisfactory to the City's Project Manager and at no cost to the City, any and all defects, breaks, or failures of the Work occurring within two (2) years following the date of completion due to faulty or inadequate materials or workmanship. Repair of damage or disturbances to other improvements under, within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of Contractor in performing Contractor's duties and obligations under this Contract, is also covered by the warranty when such defects or damage occur within the warranty period. The two (2) year warranty period shall, with relation to such required repair, be extended two (2) years from the date of completion of such repair.

20.3. If Contractor, after written notice, fails within **ten (10) days** to proceed to comply with the terms of this Section, the City may have the defects corrected, and Contractor and Contractor's surety shall be liable for all expense incurred. In case of an emergency where, in the opinion of the City's Project Manager, delay would cause serious loss or damage, repairs may be made without notice being given to Contractor, and Contractor or Contractor's surety shall pay the cost of repairs. Failure of the City's Project Manager to act in case of an emergency shall not relieve Contractor or Contractor's surety from liability and payment of all such costs.

20.4. Current State Law (ORS 12.135) provides for a ten (10) year period, from the time of Substantial Completion, for the City to file a claim for repairs of defective Work due to Contractor's improper use of materials and/or workmanship, and Contractor agrees it is bound thereby.

## **Section 21. Early Termination; Default**

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

21.1.1. By mutual written consent of the parties;

21.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Contractor by mail or in person. The City retains the right to elect whether or not to proceed with actual construction of the Project; or

21.1.3. By the City if Contractor breaches this Contract and fails to cure the breach within ten (10) days of receipt of written notice of the breach from the City.

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

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

21.4. Termination under any provision of this Section shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. Contractor shall surrender to the City items of work or portions thereof for which Contractor has received payment or the City has made payment.

## **Section 22. Suspension of Work**

The City may suspend, delay, or interrupt all or any part of the Work for such time as the City deems appropriate for its own convenience by giving written notice thereof to Contractor. An adjustment in the time of performance or method of compensation shall be negotiated as a result of such delay or suspension, unless the reason for the delay was within Contractor's control. The City shall not be



responsible for Work performed by any subcontractors after notice of suspension is given by the City to Contractor.

### **Section 23. Substantial Completion, Final Completion, and Liquidated Damages**

23.1. Contractor's Project Manager and City's Project Manager shall conduct a final inspection of the Project when Contractor believes the Work is substantially complete, and create a project corrections list ("punch list") of items to be completed before final payment will be made. Substantial Completion means that the Work is completed and all roads, sidewalks, and signals are fully functional and are ready to use, with only minor punch list items remaining that do not significantly impact public use. Unless otherwise agreed to, in writing, by both parties, the punch list items will be completed within twenty (20) days thereof, and then a final walk-through will occur to confirm all punch list items have been completed. Final payment will occur upon completion of all punch list items ("Final Completion") as determined by final acceptance by the City ("Final Acceptance"). Substantial Completion must occur on or before August 31, 2021 or liquidated damages will apply. The parties agree that delay damages can be significant but are often difficult to quantify and costly to litigate; therefore the Contractor and the City agree that the sums set forth below in **Subsections 23.3 and 23.4** shall apply as liquidated damages for every day the Project is not completed beyond the Substantial Completion and Final Completion dates.

23.2. The City and Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss and public detriment if the Work is not substantially completed within the time specified in the paragraph above, plus any extensions thereof granted, in writing, by the City. Both parties also recognize the delays, expenses, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that, as liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amounts listed below for each and every day that expires after the time specified for Substantial and Final Completion.

23.3. Liquidated damages shall apply against Contractor and accrue to the City at the rate of Sixteen Hundred Dollars and Thirty-Four Cents (\$1,600.34) [*amount calculated per Special Provision 00180.85(b)(1)*] for each day that expires after the time specified for Substantial Completion of all Work until the Work reaches Substantial Completion.

23.4. If Contractor shall neglect, fail, or refuse to complete the remaining Work on the punch list by the Final Completion date of September 30, 2021, or any written extension thereof granted by the City, Contractor shall pay the City Three Thousand Two Hundred Dollars and Sixty-Eight Cents (\$3,200.68) [*amount calculated per Special Provision 00180.85(b)(1)*] for each day that expires after the time specified above for the Work to reach Final Completion and be ready for final payment. Retainage will not be released before Final Completion is established.

23.5. The parties further agree that this amount of liquidated damages is a reasonable forecast of just compensation for the harm caused by any breach and that this harm is one which is impossible or very difficult to estimate. In addition to the liquidated damages above, Contractor shall reimburse the City for all costs incurred by the City for engineering, inspection, and project

management services required beyond the time specified for Substantial Completion. Contractor shall also reimburse the City for all costs incurred for inspection and project management services required due to punch list items not completed within the time allotted for Final Completion. If Contractor fails to reimburse the City directly, the City will deduct the cost from Contractor's final pay request.

23.6. Contractor will not be responsible for liquidated damages or be deemed to be in default by reason of delays in performance due to circumstances beyond Contractor's reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or actions of unrelated third parties not under Contractor's direction and control that would preclude any reasonable Contractor from performing the Work ("Force Majeure"). In the case of the happening of any Force Majeure event, the time for completion of the Work will be extended accordingly and proportionately by the City, in writing. Poor weather conditions, unless extreme, lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

#### **Section 24. Contract Modification; Change Orders**

Any modification of the provisions of this Contract shall not be enforceable or binding unless reduced to writing and signed by both the City and Contractor. A modification is a written document, contemporaneously executed by the City and Contractor, which increases or decreases the cost to the City over the agreed Contract Sum in **Section 4** of this Contract, or changes or modifies the Work described in the Contract Documents or the time for performance. In the event Contractor receives any communication of whatsoever nature from the City, which communication Contractor contends gives rise to any modification of this Contract, Contractor shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of a Change Order. Contractor's failure to submit such written request for modification in the form of a Change Order shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Contract affecting any change in price, Contractor shall submit a complete breakdown of labor, material, equipment, and other costs. If Contractor incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Change Order. To be enforceable, the Change Order must describe with particularity the nature of the change, any delay in time the Change Order will cause, or any increase or decrease in the Contract Sum. The Change Order must be signed and dated by both Contractor and the City before the Change Order may be implemented.

#### **Section 25. Dispute Resolution**

In the event of a dispute concerning performance of this Contract, the parties agree to meet to negotiate the problem. If such negotiation fails, the parties will mediate the dispute using a professional mediator, and the parties will split the cost. If the dispute cannot be resolved in either of the foregoing ways within thirty (30) days, either party may file suit in Clackamas County Circuit Court. In the alternative, at the City's election, the parties may follow the dispute resolution procedures found in the Special Provisions.

## Section 26. Access to Records

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

## Section 27. As-Builts

Contractor must provide redlined as-builts prior to Final Acceptance. As-builts should be provided in electronic format.

## Section 28. Notices

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

To City: City of Wilsonville  
Attn: Dominique Huffman, Civil Engineer  
29799 SW Town Center Loop East  
Wilsonville, OR 97070

To Contractor: Eagle-Elsner, Inc.  
Attn: Curtis Cooksey  
17400 SW Hillsboro Highway  
Sherwood, OR 97140

## Section 29. Miscellaneous Provisions

29.1. Integration. This Contract contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these or 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.

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

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

29.4. Adherence to Law. This Contract shall be subject to, and Contractor shall adhere to, all applicable federal, state, and local laws (including the Wilsonville Code and Public Works

Standards), including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Contractor is required by law to obtain or maintain in order to perform the Work described in this Contract shall be obtained and maintained throughout the term of this Contract.

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

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

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

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

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

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

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

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

Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Contract, the first day from which the designated period of time begins to run shall not be included.

29.13. Headings. Any titles of the sections of this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

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

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

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

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

29.18. Defined Terms. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Specifications and Contract Documents.

29.19. Entire Agreement. This Contract, all documents attached to this Contract, and all Contract Documents and laws and regulations incorporated by reference herein, represent the entire agreement between the parties.

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

///

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

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

**CONTRACTOR:**

EAGLE-ELSNER, INC.

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

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

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

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

**CITY:**

CITY OF WILSONVILLE

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

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

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

APPROVED AS TO FORM:

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

## 2021 Street Maintenance

Project #4014

**BID SCHEDULE**

Bid Item No.	Spec Section	Bid Items	Unit	Quantity	Unit Cost	Total Cost
1	00197	Extra Work As Authorized	FA	1	\$15,000	\$15,000
2	00210	Mobilization	LS	1	140,000 <sup>00</sup>	140,000 <sup>00</sup>
3	00225	Project Information Sign - Large	EA	2	700 <sup>00</sup>	1,400 <sup>00</sup>
4	00225	Temporary Work Zone Traffic Control, Complete for Town Center Loop	LS	1	75,000 <sup>00</sup>	75,000 <sup>00</sup>
5	00225	Temporary Work Zone Traffic Control, Complete for Park Place	LS	1	26,996 <sup>64</sup>	26,996 <sup>64</sup>
6	00280	Erosion Control	LS	1	66,565 <sup>59</sup>	66,565 <sup>59</sup>
7	00290	Pollution Control Plan	LS	1	1,000 <sup>00</sup>	1,000 <sup>00</sup>
8	00305	Construction Survey Work	LS	1	10,800 <sup>00</sup>	10,800 <sup>00</sup>
9	00310	Removal of Concrete Curb, Sidewalks, and Driveways	SY	737	23 <sup>50</sup>	17,319 <sup>50</sup>
10	00320	Clearing and Grubbing	LS	1	10,000 <sup>00</sup>	10,000 <sup>00</sup>
11	00330	General Excavation	CY	6,360	31 <sup>00</sup>	197,160 <sup>00</sup>
12	00331	12 Inch Subgrade Stabilization	SY	283	39 <sup>00</sup>	11,037 <sup>00</sup>
13	00350	Subgrade Geotextile	SY	11,319	1 <sup>00</sup>	11,319 <sup>00</sup>
14	00470	Monument Boxes	EA	7	600 <sup>00</sup>	4,200 <sup>00</sup>
15	00470	Concrete Inlets, Type CG-2	EA	2	3,900 <sup>00</sup>	7,800 <sup>00</sup>
16	00490	Adjusting Boxes	EA	6	130 <sup>00</sup>	780 <sup>00</sup>
17	00490	Minor Adjustment of Manholes	EA	6	150 <sup>00</sup>	900 <sup>00</sup>
18	00620	Cold Plane Pavement Removal, 2 Inch Deep	SY	3,538	4 <sup>00</sup>	14,152 <sup>00</sup>
19	00620	Cold Plane Pavement Removal, 3-4 Inch Deep	SY	32,158	4 <sup>00</sup>	128,632 <sup>00</sup>

BID SCHEDULE

I-23

March 31, 2021

## 2021 Street Maintenance

Project #4014

Bid Item No.	Spec Section	Bid Items	Unit	Quantity	Unit Cost	Total Cost
20	00641	3/4 Inch - 0 Aggregate Base	CY	4,498	54 <sup>50</sup>	245,141 <sup>00</sup>
21	00745	Level 3, 1/2 Inch Dense ACP PG70-22	TON	6,187	80 <sup>00</sup>	494,960 <sup>00</sup>
22	00745	Level 3, 1/2 Inch Dense ACP PG64-22	TON	5,524	77 <sup>50</sup>	428,110 <sup>00</sup>
23	00749	Extra for Spot Grind and Inlays	SY	1,072	11 <sup>50</sup>	12,328 <sup>00</sup>
24	00759	Concrete Curbs, Curb and Gutter	LF	698	75 <sup>00</sup>	52,350 <sup>00</sup>
25	00759	Concrete Curbs, Non-Mountable	LF	558	70 <sup>00</sup>	39,060 <sup>00</sup>
26	00759	Concrete Walks	SF	3,770	20 <sup>00</sup>	75,400 <sup>00</sup>
27	00759	ADA Sidewalk Ramp	SF	1,509	33 <sup>00</sup>	49,797 <sup>00</sup>
28	00759	Concrete Commercial Driveways	SF	1,355	24 <sup>00</sup>	32,520 <sup>00</sup>
29	00855	Mono-Directional White Type IAR Markers	EA	181	4 <sup>50</sup>	814 <sup>50</sup>
30	00855	Bi-Directional Yellow Type IAR Markers	EA	89	4 <sup>50</sup>	400 <sup>50</sup>
31	00855	Bi-Directional Blue Type IAR Markers	EA	18	4 <sup>50</sup>	81 <sup>00</sup>
32	00855	White Type II Markers	EA	24	4 <sup>25</sup>	102 <sup>00</sup>
33	00865	MMA, Extruded, Surface, Non-Profiled	LF	46,377	1 <sup>50</sup>	69,565 <sup>50</sup>
34	00867	Pavement Legend, Type B-HS: Arrows	EA	70	275 <sup>00</sup>	19,250 <sup>00</sup>
35	00867	Pavement Legend, Type B-HS: Bike Detector Symbol	EA	1	260 <sup>00</sup>	260 <sup>00</sup>
36	00867	Pavement Legend, Type B-HS: Bicycle Lane Stencil	EA	38	275 <sup>00</sup>	10,450 <sup>00</sup>
37	00867	Pavement Legend, Type B-HS: "ONLY"	EA	3	575 <sup>00</sup>	1,725 <sup>00</sup>
38	00867	Pavement Bar, Type B-HS	SF	2,412	9 <sup>75</sup>	23,517 <sup>00</sup>
39	00868	Green Bicycle Lane, Methyl Methacrylate	SF	773	10 <sup>00</sup>	7,730 <sup>00</sup>
40	00902	Crosswalk Closure Barricade	EA	10	600 <sup>00</sup>	6,000 <sup>00</sup>

BID SCHEDULE

I-24

March 31, 2021

EXHIBIT A - Page 2 of 3



2021 Street Maintenance

Project #4014

Bid Item No.	Spec Section	Bid Items	Unit	Quantity	Unit Cost	Total Cost
41	00940	Permanent Signing	LS	1	<u>1000<sup>00</sup></u>	<u>1000<sup>00</sup></u>
42	00990	Detector Installation, Wilsonville Road/Town Center Loop West	LS	1	<u>11000<sup>00</sup></u>	<u>11000<sup>00</sup></u>
43	00990	Detector Installation, Town Center Loop West/ Parkway Avenue	LS	1	<u>1500<sup>00</sup></u>	<u>1500<sup>00</sup></u>
44	00990	Detector Installation, Town Center Loop East/Canyon Creek	LS	1	<u>5500<sup>00</sup></u>	<u>5500<sup>00</sup></u>
45	00990	Detector Installation, Wilsonville Road/Town Center Loop East	LS	1	<u>5000<sup>00</sup></u>	<u>5000<sup>00</sup></u>
46	00990	Traffic Signal Modification, Town Center Loop/Parkway Avenue	LS	1	<u>58,000<sup>00</sup></u>	<u>58,000<sup>00</sup></u>
47	00990	Traffic Signal Modification, Town Center Loop/Courtside Avenue	LS	1	<u>31,000<sup>00</sup></u>	<u>31,000<sup>00</sup></u>
48	01030	Landscape Restoration	LS	1	<u>3500<sup>00</sup></u>	<u>3500<sup>00</sup></u>
49	01095	Bollard Chain	LS	1	<u>1000<sup>00</sup></u>	<u>1000<sup>00</sup></u>
50	01150	Standard Valve Box and Lid	EA	41	<u>300<sup>00</sup></u>	<u>12,300<sup>00</sup></u>

Total Amount Bid (Figures) 2,355,216<sup>53</sup> *MEM*

Total Bid Written in Words:

*MEM SEVENTEEN AND 53/100*  
Two Million, Three Hundred Fifty-Five Thousand, Two Hundred Sixteen and 53/100 Dollars AND Cents

Company Name

Eagle-Elmer Inc

Bidder's Signature

Richard Eagle, Pres



**CITY COUNCIL MEETING  
STAFF REPORT**

<b>Meeting Date:</b> May 17, 2021		<b>Subject: Resolution No. 2896</b> A Resolution of the City of Wilsonville Authorizing the City Manager to Execute a Memorandum of Understanding with the Willamette Falls And Landings Heritage Area Coalition	
		<b>Staff Member:</b> Mark Ottenad, Public/Government Affairs Director	
		<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 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> Adoption of Resolution No. 2896 advances Council's objective to participate on the board of directors of the Willamette Falls and Landings Heritage Area Coalition (WFLHAC).	
<b>Staff Recommendations:</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>			
<input checked="" type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable	

**ISSUE BEFORE COUNCIL:**

Shall the City Council adopt Resolution No. 2896, which authorizes the City Manager to execute a Memorandum of Understanding (MOU) with the Willamette Falls and Landings Heritage Area Coalition (WFLHAC) for the City's participation on the organization's board of directors?

## **EXECUTIVE SUMMARY:**

On January 21, 2021, the City Council gave direction to staff to accept the invitation by WFLHAC to participate as a designated member of the board of directors of WFLHAC, a partnership of local and tribal governments, nonprofit organizations, business associations, and private companies working to obtain Congressional designation of the proposed Willamette Falls and Landings National Heritage Area.

The City Council agreed to appoint City Councilor Charlotte Lehan to be the City's representative to serve on board of WFLHAC. Currently, Councilor Lehan serves on the WFLHAC board in her personal capacity, not in an official position representing the City.

The annual cost of the City's membership with WFLHAC is currently set at \$15,000, which is the rate set for cities over 20,000 population, similar to the membership rates of the cities of Lake Oswego and West Linn. The City's membership commences at the start of the new fiscal year FY 2021-22 on July 1, 2021.

## **Background Information on City's Engagement with Willamette River, Willamette Falls and the Proposed National Heritage Area**

The City has had extensive involvement over the past decade with various issues pertaining to both the Willamette River in general and Willamette Falls in particular, including working with federal and state agencies and tourism organizations to promote river recreation and to reopen the Willamette Falls Locks and Canal.

Over the past several years, the City Council has taken action and adopted various resolutions relating to the Willamette River National Heritage Area and the Willamette Falls Locks.

- On January 6, 2014, the Council approved \$2,500 in funding support to the Willamette Falls Heritage Foundation for an economic analysis of reopening the Willamette Falls Locks.
- On November 3, 2014, the Council adopted Resolution No. 2496, A Resolution of the City of Wilsonville Supporting the Reopening of the Willamette Falls Locks.
- On January 22, 2015, the City Council adopted the 2015-16 State Legislative Agenda, agenda item No. 2.4, "The City of Wilsonville supports efforts to re-open and maintain the operations of the Willamette Falls Locks and Canal." City support for reopening the Locks was incorporated in the City's subsequent 2017-18, 2019-20, and 2021-22 State Legislative Agendas, and the City has actively lobbied at state and federal levels and testified in support of reopening the Locks.
- On March 2, 2015, the Council adopted Resolution No. 2515, A Resolution of the City of Wilsonville Supporting Efforts to Create a Willamette Falls National Heritage Area and Urging Designation of Such By Congress.
- On September 8, 2016, the Council adopted Resolution No. 2601, A Resolution of the City of Wilsonville Adopting as a Concurring Party the Willamette Falls Locks "Section 106" Memorandum of Agreement (MOA) and Exhibits.
- During the 2017 legislative session, the City worked with Clackamas County, the City of West Linn and host of other partners to advance successfully Senate Bill 256 that created and provided State matching funds for the work of a 23-member Willamette Falls Locks Commission as a policy-making and advisory board for issues relating to the repair, reopening, operation, maintenance and future transfer of ownership of the Willamette River navigational channel and locks system.

- On October 16, 2017, the City Council assigned Councilor Scott Starr as the Council's Governor-appointed representative to the Willamette Falls Locks Commission.
- On May 7, 2018, the City Council agreed to support financially the work of the Commission, for which the City of Wilsonville was designated one of three cities with a voting membership on recommendations originating from the Willamette Falls Locks Commission regarding the repair, reopening, operation, maintenance and future transfer of ownership of the Willamette River navigational channel and locks system.
- On January 7, 2019, the City Council nominated Councilor Ben West for appointment by the Office of the Governor to the Willamette Falls Locks Commission.
- On April 15, 2019, the City Council adopted Resolution No. 2737, A Resolution of the City of Wilsonville Adopting an Intergovernmental Agreement with Clackamas County to support the work of the Willamette Falls Locks Commission.
- On October 7, 2019, the City Council assigned in City Councilor Joann Linville as the Council's Governor-appointed representative to the Willamette Falls Locks Commission.
- On January 21, 2021, the City Council requested that staff advance a memorandum of understanding for the City's participation on the board of directors of the Willamette Falls and Landings Heritage Area Coalition (WFLHAC).

### **Background Information on the Proposed Willamette Falls and Landings National Heritage Area**

The motivation to create a National Heritage Area (NHA) started in 2005 from a community desire primarily by residents of Oregon City and West Linn to share a nationally important story, preserve historic buildings, support museums and heritage sites, and kick-start economic revitalization in the area of the Willamette Falls.

The National Heritage Area program is operated by the U.S. Department of the Interior, National Parks Service. The Congressional NHA designation provides federal technical assistance and funds and marketing promotion at a national scale without any new regulations. Siting an NHA in the Wilsonville area provides an excellent destination marketing attraction that benefits tourism promotion and economic-development efforts. To date Congress has designated 49 NHAs across the country – but none in the Pacific Northwest.

The nonprofit Willamette Falls Heritage Area Coalition formed in 2009, incorporated in 2012, and started a broad public engagement process to develop the required Feasibility Study that allows the Secretary of Interior to make findings to Congress that support designation of an NHA. In 2015, the Oregon legislature formally urged Congress to create the Willamette Falls National Heritage Area just as the northern portion was designated a state heritage area.

In 2017, Heritage Area Coalition submitted the required Feasibility Study, which the Park Service deemed inadequate for focusing too much on the Willamette Falls and Locks area without addressing the agriculturally rich Willamette Valley that supplied the commodities for shipping past the Falls and through the Locks. At the same time, historical upriver communities such as St. Paul left the Coalition due to the lack of recognizing the value of the upriver communities.

Subsequently, the organization renamed itself Willamette Falls *and Landings* Heritage Area Coalition, or WFLHAC for short (emphasis added). WFLHAC resubmitted the Feasibility Study that included extensive research and history of the upriver communities, stretching from Willamette Mission State Park area north past Canby. In 2020, the National Park Service indicated that the proposed Willamette Falls and Landings National Heritage Area met the criteria for Congressional designation.

Congressman Kurt Schrader, whose Fifth Congressional District includes the proposed NHA, is willing to sponsor legislation, so long as issues of concerns pertaining to Oregon’s federally-chartered Native American Indian Tribes are addressed in advance. This process of working with the tribes, several of which “claim” Willamette Falls area, is now underway.

**EXPECTED RESULTS:**

By becoming a member of WFLHAC with an appointed seat on the board of directors, the City becomes an equal partner with cities such as Lake Oswego and West Linn to advance the Congressional designation of the Willamette Falls and Landings National Heritage Area and to participate in marketing campaigns that benefit the City’s tourism promotion and cultural affairs programs.

**TIMELINE:**

The City would become a member of WFLHAC during 2021 with a \$15,000 annual membership dues payment to occur on or after July 1, 2021, the start of the new fiscal year.

**CURRENT YEAR BUDGET IMPACTS:**

A total of \$15,000 has been budgeted for FY2021-22.

**FINANCIAL REVIEW / COMMENT:**

Reviewed by: CAR Date: 4/28/2021

**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ Date: 5/12/2021

**COMMUNITY INVOLVEMENT PROCESS:**

N/A

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

A National Heritage Area designation by Congress would provide substantial national marketing activity and access to federal funds that would benefit community tourism promotion and economic-development efforts in support of local businesses.

**ALTERNATIVES:**

Decline to participate as a member of WFLHAC.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 2896
  - A. Memorandum of Understanding Between the Willamette Falls & Landings Heritage Area Coalition and the City of Wilsonville, OR (Wilsonville)

**RESOLUTION NO. 2896****A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE WILLAMETTE FALLS AND LANDINGS HERITAGE AREA COALITION.**

WHEREAS, the City of Wilsonville has a vested interest promoting tourism, history and cultural affairs by working collaboratively with communities of the Willamette River region through the U.S. Department of the Interior National Parks Service's "National Heritage Area" (NHA) marketing program; and

WHEREAS, the Congressional NHA designation provides federal technical assistance and funds and marketing promotion at a national scale without any new regulations; and

WHEREAS, siting an NHA in the Wilsonville area provides an excellent destination marketing attraction that benefits tourism-promotion and economic-development efforts; and

WHEREAS, the Willamette Falls & Landings Heritage Area Coalition (WFLHAC) is a partnership of local and tribal governments, nonprofit organizations, business associations and private companies working to obtain Congressional designation of the proposed Willamette Falls and Landings National Heritage Area; and

WHEREAS, formed in 2009 as the Willamette Falls Heritage Area Coalition and incorporated in 2012, the organization commenced a broad public-engagement process to develop the required Feasibility Study that allows the Secretary of Interior to make findings to Congress that support designation of an NHA; and

WHEREAS, on January 6, 2014, the Wilsonville City Council approved \$2,500 in funding support to the Willamette Falls Heritage Foundation for an economic analysis of reopening the Willamette Falls Locks; and

WHEREAS, On March 2, 2015, the City Council adopted Resolution No. 2515, A Resolution of the City of Wilsonville Supporting Efforts to Create a Willamette Falls National Heritage Area and Urging Designation of Such By Congress; and

WHEREAS, in 2015 the Oregon Legislative Assembly formally urged Congress to create the Willamette Falls National Heritage Area simultaneously as the northern portion was designated a state heritage area by the Oregon Heritage Commission of the Oregon Parks and Recreation Department; and

WHEREAS, in 2017 Willamette Falls Heritage Area Coalition submitted the required Feasibility Study, which the Park Service deemed inadequate for focusing too much on the Willamette Falls and Locks area without addressing the agriculturally rich Willamette Valley that supplied the commodities for shipping past the Falls and through the Locks; and

WHEREAS, the organization subsequently renamed itself in 2018 the Willamette Falls and Landings Heritage Area Coalition (WFLHAC); and

WHEREAS, WFLHAC resubmitted in 2019 the Feasibility Study that included extensive research and history of the upriver communities, stretching along the Willamette River from Willamette Mission State Park area to the south and north downriver past Canby; and

WHEREAS, in 2020, the National Park Service indicated that the proposed Willamette Falls and Landings National Heritage Area met the criteria for Congressional designation; and

WHEREAS, WFLHAC now seeks to achieve Congressional designation of the Willamette Falls and Landings National Heritage Area and commence programs that promote and celebrate the history and culture of the Willamette River communities; and

WHEREAS, on January 21, 2021, the City Council requested that staff advance a memorandum of understanding for the City's participation on the board of directors of the WFLHAC.

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

1. The City Council hereby resolves to authorize the City Manager to execute a Memorandum of Understanding Between the Willamette Falls & Landings Heritage Area Coalition and the City of Wilsonville, OR (Wilsonville), that memorializes the City's participation on the organizations board of directors and payment of \$15,000 in support thereof in substantially the form attached hereto as Exhibit A.



ADOPTED by the Wilsonville City Council at a regular meeting there of this 17<sup>th</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. Memorandum of Understanding Between the Willamette Falls & Landings Heritage Area Coalition and the City of Wilsonville, OR (Wilsonville)

**Memorandum of Understanding**  
Between the  
Willamette Falls & Landings Heritage Area Coalition  
and the City of Wilsonville, Oregon

**Overview**

This Memorandum of Understanding (MOU) outlines an agreement partnership between the Willamette Falls & Landings Heritage Area Coalition (Coalition) and the City of Wilsonville (Wilsonville) for funding for fiscal year 2021-2022.

The Coalition is an Oregon non-profit corporation with a 501(c)(3) tax exempt status, with a large board of directors representing key stakeholders and experienced professionals in government, business, industry, tourism, arts, heritage, historic preservation, and others. The Coalition leads efforts to enhance, assist, and promote the Heritage Area as a source of pride and prosperity, where visitors and residents alike can experience the natural wonders, stories, and abundance of culture and history in this nationally significant place.

**Board Membership and Funding Contribution**

The City of Wilsonville will have a seat on the Coalition's Board of Directors and will contribute \$15,000 to the Coalition for the upcoming fiscal year (July 1 2021 - June 30, 2022). The Coalition will provide in its Bylaws that, for as long as Wilsonville makes at least a \$10,000 annual contribution in support of the Coalition operations, it will have the right to appoint a representative to the Board of Directors. Wilsonville's appointment to the Board of Directors for Fiscal Year 2021-2022 is Councilor Charlotte Lehan. The Coalition will provide Wilsonville with a copy of its adopted annual budget and an annual written report of its accomplishments at least 90 days prior to the end of each fiscal year. The Coalition will also send Wilsonville a renewal statement at least 90 days prior to the end of each fiscal year. Wilsonville may elect not to renew by giving the Coalition at least 30 days' written notice prior to the end of any fiscal year that it will no longer contribute to the Coalition. If Wilsonville elects to terminate making a contribution, the Coalition may elect to remove Wilsonville's appointed member from the Board.

**Use of Wilsonville Funds**

Wilsonville's financial support will assist the Coalition to, among other things, provide compensation for its staff and contractors; maintain appropriate insurance and taxes; and sustain its efforts in seeking other contribution opportunities, including but not limited to grant funding, donations, and fundraising events; continue work on its Destination Branding and Marketing/Economic Assessment plan; implement the Management Plan submitted to the State Historic Preservation Office; provide Heritage Area talks for the public; promote race, diversity, equity, and inclusion within its workplace; and collaborate with Wilsonville officers and agents in areas of common interest.

## National Heritage Area Designation

The Coalition will continue to work towards obtaining Congressional designation of the Willamette Falls & Landings National Heritage Area. Once designation is obtained, the Coalition will be entitled to apply for grants from the federal government under its National Heritage Area program.

CITY OF WILSONVILLE

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*Signature of City Manager*

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

WILLAMETTE FALLS & LANDINGS HERITAGE AREA COALITION

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*Signature of President*

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



## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> May 17, 2021	<b>Subject: Resolution 2897</b> Community Enhancement Program - IGA between Metro and the City of Wilsonville  <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 type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable  <b>Comments:</b> The resolution and intergovernmental agreement (IGA) will continue the Wilsonville-Metro Community Enhancement Program for five years.	
<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 Intergovernmental Agreement (IGA) Between Metro and the City of Wilsonville for the Solid Waste Community Enhancement Program (Contract No. 933299).

## **EXECUTIVE SUMMARY:**

The City has been participating in the community enhancement program for six years. It was established in 2015 through an Intergovernmental Agreement (IGA) with Metro. The IGA was extended in 2020 for a period of one year. The new IGA will continue the program for an additional five years.

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

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. Since the program was formed 30 projects have been funded, of which, 17 are complete. Over \$430,000, of the nearly \$455,000 received from Metro, has been allocated to CEP projects. The funded community enhancement programs and projects vary in scope but they all make a positive impact in Wilsonville.

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.

The IGA does have updated language including:

1. Metro will provide, at minimum, one annual grant administrators convening to share grant information and resources across the host organizations.

Staff is encouraged by the new resources hosted by Metro to share ideas and hear examples that can improve the program.

2. All enhancement grant committees are required to include, at minimum, two community members.

The City of Wilsonville has four committee members on our committee.

3. All committee members are required to declare conflicts of interest.

Staff will work with the committee to ensure that they understand and declare conflicts of interest.

**EXPECTED RESULTS:**

Continuation of the program through June 30, 2026.

**TIMELINE:**

N/A

**CURRENT YEAR BUDGET IMPACTS:**

The Wilsonville- Metro Community Enhancement Program is funded through the previous IGAs. The new IGA will continue the program for FY 2021-22 through 26-27. City receives approximately \$80,000 annually to use toward eligible community enhancement projects.

**FINANCIAL REVIEW / COMMENT:**

Reviewed by: CAR Date: 4/28/2021

**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ Date: 5/12/2021

**COMMUNITY INVOLVEMENT PROCESS:**

The Community Enhancement Committee is made up of four community members, two city councilors, and a Metro Councilor. There is public notice posted for each of the committee meetings. There appears to be positive feedback regarding the program. There was not a community involvement process to extend or continue the program.

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

The community benefits from all of the projects in different ways including; education, increased street trees, beautification, and historical archive database. The program will not continue without the addendum.

**ALTERNATIVES:**

N/A

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 2897
  - A. IGA between Metro and the City of Wilsonville to Continue the Community Enhancement Program

**RESOLUTION NO. 2897**

**A RESOLUTION OF THE WILSONVILLE CITY COUNCIL ADOPTING AN INTERGOVERNMENTAL AGREEMENT BETWEEN METRO AND THE CITY OF WILSONVILLE TO CONTINUE THE WILSONVILLE-METRO COMMUNITY ENHANCEMENT PROGRAM.**

WHEREAS, the Metro Solid Waste Community-Enhancement Program collects funds from solid-waste transfer facilities located throughout the greater metro region to be used to enhance and improve communities that host these facilities in accord with ORS 459.284; and

WHEREAS, Community enhancement fees are collected on municipal garbage and food waste but generally are not collected on source-separated yard debris or construction/demolition waste; and

WHEREAS, funds collected under the community enhancement program are dedicated and used for enhancement host community of the facility from which the fees have been collected as determined by the committee or local government. These funds may be used for extensive community purposes that “rehabilitate and enhance the area within the City limits related to the transfer station”; and

WHEREAS, Metro’s program is applicable to eligible facilities located in Clackamas, Washington and Multnomah Counties within Metro’s jurisdictional boundary; however, in practice, only some facilities and host communities participated in the program and others did not participate; and

WHEREAS, participation by the City in the Metro Solid-Waste Community Enhancement Program is accomplished through an intergovernmental agreement (IGA) with Metro that required the formation of a committee to vet and select projects, a public-input process and participation by the community’s district Metro Councilor, among other requirements; and

WHEREAS, participation in the program requires a public-engagement process to advertise and solicit suggestions for community-enhancement projects, which are approved through an open public process; and

WHEREAS, on July 6, 2015, the City Council approved Resolution No. 2543 adopting the IGA the Metro Solid-Waste Community Enhancement Program in Wilsonville and creating a new

Council-level committee known as the Wilsonville-Metro Community Enhancement Committee to oversee the program locally; and

WHEREAS, the City of Wilsonville wants to continue the program in from July 1, 2021 – June 30, 2026.

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

1. The Wilsonville City Council hereby adopts and authorizes the City Manager to execute the Intergovernmental Agreement Between Metro and the City of Wilsonville to Continue the “Wilsonville-Metro Community Enhancement Program” from July 1, 2021 – June 30, 2026.

ADOPTED by the Wilsonville City Council at a regular meeting on May 17, 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

Exhibit:

- A. IGA between Metro and the City of Wilsonville to Continue the Community Enhancement Program



# Community Enhancement Grant Program Agreement



**Metro**

600 NE Grand Ave.  
Portland, OR 97232-2736

Metro Contract No. 937323

## Community Enhancement Grant Program Agreement

THIS AGREEMENT, entered into under the provisions of ORS Chapter 190, is between Metro, a Metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, Oregon 97232-2736, and the City of Wilsonville (the "City") an Oregon municipal corporation, whose address is 29799 SW Town Center Loop E, Wilsonville, Oregon, 97070.

### Section 1: Purpose

The purpose of this Agreement is to implement the provisions of Metro Code Chapter 5.06 related to the establishment of a Solid Waste Community Enhancement Program ("program") for Willamette Resources, Inc.

### Section 2: Term

This Agreement begins on July 1, 2021 and terminates on June 30, 2026. The parties may agree to terminate this Agreement earlier. Metro may terminate this Agreement under Section 8. The parties may extend the term of the Agreement by written amendment.

### Section 3: Collection and Distribution of Community Enhancement Fee Funds

- A. In accordance with Metro Code, Willamette Resources, Inc. ("facility") must collect and remit to Metro a solid waste community enhancement fee of \$1.00 on each ton of putrescible solid waste, including yard debris mixed with food waste, received at the facility. If the facility seeks to collect additional fees for community enhancement, the parties will amend this Agreement so the additional funds are distributed in compliance with the Agreement.
- B. Metro will send to the City the solid waste community enhancement fee funds ("funds") collected in A above on the first business day in February, May, August, and November of each year this Agreement is in effect.
- C. At the request of the City, Metro will provide quarterly reports of activity at the facility, including data on (1) the gross weight of solid waste received in vehicles that are weighed as they enter the facility; (2) the number of other vehicles assessed fees on an estimated volume basis; and (3) the tonnage of solid waste transferred from the facility.
- D. At the request of the City, Metro will assist with the establishment and implementation of the program.

### Section 4: The City Obligations

- A. The City must establish and implement a program that complies with Metro Code Chapter 5.06 (Exhibit A), and Metro Administrative Procedures (Exhibit B). Exhibits A and B are incorporated into this Agreement and are binding on the City.

# Community Enhancement Grant Program Agreement



**Metro**

600 NE Grand Ave.  
Portland, OR 97232-2736

Metro Contract No. 937323

- B. The City must establish a solid waste community enhancement program advisory committee (“committee”) that complies with Exhibit A and Exhibit B. The City will monitor the committee for compliance with its duties, including without limitation establishment of a solid waste community enhancement area boundary and compliance with Exhibits A and B. The committee must include one or more members of the City Council, four citizens of the City appointed by the Mayor, and the Metro Councilor whose district includes the City. The City may include additional members at its discretion. **OR** The City and the Metro Councilor whose district includes the City must perform the functions of the committee. At the request of the City, Metro will support the City’s citizen member recruitment process and will provide best practices guidelines to the City. The best practices include recruitment of citizens who have experience with populations that are underserved by the community in terms of access to and participation in solid waste activities and benefits. All committee members must disclose any conflict of interest before participating in a grant decision, and must sign a conflict of interest form provided by The City and approved by the attorney representing The City.
- C. The City must create a separate program account for deposit of the funds collected under Section 3. The City must ensure that only projects chosen by the committee receive these funds. The City must carry forward any funds not expended during a budget year to the following year. The City must not use the funds for general government purposes.
- D. The City must promote the program within the solid waste community enhancement program boundary area. The City must publish information about the program, including without limitation funding criteria, goals, application process, and timeline, on its website.
- E. The City must require the committee to provide an open public process for project review and selection.
- F. The City must require the committee to prepare an annual budget. The budget must identify the expected distribution of funds for projects during a fiscal year. The committee may propose that there be no distribution of funds during a fiscal year, for a maximum of three consecutive years.
- G. The City must ensure funding decisions are made by a majority vote of the committee.
- H. The City must provide all necessary support to administer the program. The City may charge the fund no more than 20% of the annual budget, not to exceed \$50,000, for the direct costs of administering the program. Direct costs include staff time and materials.
- I. No later than October 1 of each year, the City must provide a written report to Metro on the program that includes revenues and expenditures of the program funds and the fund balance carried forward, if any. The report also must include an accounting of any funds expended for program administration.

# Community Enhancement Grant Program Agreement



**Metro**

600 NE Grand Ave.  
Portland, OR 97232-2736

Metro Contract No. 937323

- J. The City must maintain complete and accurate records related to the administration of the program and all funds expended and carried forward, and must make these records available to Metro for inspection, auditing and copying.
- K. The City staff who administer the Community Enhancement Grant Program will attend an annual grant-making best practices training hosted by Metro.

### Section 5: Notices

Legal notice provided under this Agreement must be delivered personally or by certified mail to the following individuals:

For The City :

Office of The City: Counsel  
City of Wilsonville  
29799 SW Town Center Loop E  
Wilsonville, OR 97070

Management of this Agreement will be conducted by the following designated Project Managers:

For The City :

Zoe Monahan  
City of Wilsonville  
29799 SW Town Center Loop E  
Wilsonville, OR 97070

For Metro:

Rob Nathan  
Metro  
600 NE Grand Avenue  
Portland, OR 97232

The City may change the above-designated Project Manager by written notice to Metro. Metro may change the above-designated Project Manager by written notice to the City.

### Section 6: Indemnification

Subject to the limits of the Oregon Constitution and Oregon Tort Claims Act, the City shall hold harmless Metro, its officers and employees from any claims or damages or property or injury to persons or for any penalties or fines, for the City's actions under this Agreement.

### Section 7: Dispute Resolution

The parties will attempt to negotiate resolutions to all disputes arising out of this Agreement.



**Metro**

600 NE Grand Ave.  
Portland, OR 97232-2736

# Community Enhancement Grant Program Agreement

Metro Contract No. 937323

Section 8: Termination

During the term of this Agreement, each party retains the right to terminate the Agreement by written notice delivered to the other party no later than 60 days prior to the anniversary date. Metro may terminate this Agreement at any time for nonperformance of any material term of the Agreement.

Section 9: Insurance

The City agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement to levels necessary to protect against public body liability as specified in ORS 30.270. The City also agrees to maintain for the duration of this Agreement, Workers' Compensation Insurance coverage for all its employees as a self-insured employer, as provided by ORS chapter 656, or disability coverage under its Disability, Retirement and Death Benefits Plan.

Section 10: Integration and Amendment

This writing contains the entire Agreement between the parties, and may only be amended by written instrument, signed by both parties.

Section 11: Severability

If any portion of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless remains in full force and effect and the offending provision will be stricken.

Section 12: Notice of Default

If Metro determines that a default exists, Metro must give thirty days' written notice to the City describing the nature of the default and will give the City an opportunity to cure the default before taking any further action.

The City

Metro

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

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

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Date

**CHAPTER 5.06**

**SOLID WASTE COMMUNITY ENHANCEMENT PROGRAM<sup>1</sup>**

- 5.06.010 Policy and Purpose
- 5.06.020 Authority and Jurisdiction
- 5.06.030 Amount of Enhancement Fee
- 5.06.040 Enhancement Fee Requirements and Exemptions for Solid Waste Facilities
- 5.06.050 Establishment and Administration of a Solid Waste Community Enhancement Program
- 5.06.060 Solid Waste Community Enhancement Program Advisory Committee
- 5.06.070 Eligibility Criteria for Solid Waste Community Enhancement Projects
- 5.06.080 Goals for Solid Waste Community Enhancement Projects
- 5.06.090 Compliance and Dispute Resolution

**Repealed**

- 5.06.100 Administrative Procedures  
[Repealed Ord. 19-1441]

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<sup>1</sup> Formerly "Community Enhancement Programs"; Ord. 14-1344, Sec. 1.

### **5.06.010 Policy and Purpose**

It is the policy of Metro to establish and implement a solid waste community enhancement program at all eligible solid waste facilities in the Metro region. The purpose of the program is to rehabilitate and enhance the area around the facility from which the fees are collected. [Ord. 14-1344.]

### **5.06.020 Authority and Jurisdiction**

Metro's solid waste authority, including the authority to collect an enhancement fee and establish and implement a solid waste community enhancement program, is established under the Oregon Constitution, ORS Chapters 268 and 459, and the Metro Charter. [Ord. 14-1344.]

### **5.06.030 Amount of Enhancement Fee**

Solid waste facilities subject to this chapter shall collect an amount not exceeding \$1.00 on each ton of putrescible solid waste delivered to the facility and remit the funds to Metro for use as a solid waste community enhancement fee. Eligible solid waste facilities may also collect an amount not exceeding \$1.00 on each ton of non-putrescible waste delivered to the facility when the Metro Chief Operating Officer and facility owner determines it is in the public interest. The Metro Council will set the enhancement fee amount for any solid waste facility subject to the fee. [Ord. 14-1344; Ord. 19-1439.]

### **5.06.040 Enhancement Fee Requirements and Exemptions for Solid Waste Facilities**

- (a) Solid waste facilities that operate all or in part as disposal sites, transfer stations, reload facilities, compost facilities, and energy recovery facilities, as defined by Chapter 5.00, shall collect and remit an enhancement fee under this Chapter.
- (b) Where only a portion of a solid waste facility's operations qualify for collection of a fee under subsection (a), the facility shall collect and remit an enhancement fee only on the solid waste it accepts as an eligible facility.
- (c) Notwithstanding section (a) above, yard debris reload and yard debris composting facilities are not subject to the requirements of this Chapter. [Ord. 14-1344.]

### **5.06.050 Establishment of a Solid Waste Community Enhancement Program**

- (a) Upon approval of a license or franchise application, the Metro Chief Operating Officer will inform a solid waste facility of the requirement to collect a solid waste community enhancement fee. The Metro Chief Operating Officer will require collection of the fee in the facility license or franchise.
- (b) The Metro Chief Operating Officer will inform the local government where the facility is located that a solid waste community enhancement fee will be collected by the facility and remitted to Metro.

- (c) The solid waste community enhancement program will be administered by (1) Metro directly or through a contract; or (2) the local government where the facility is located, so long as Metro and the local government agree on the terms of an intergovernmental agreement.
- (d) The Metro Councilor for the district where the facility is located shall be eligible to participate in the solid waste community enhancement program, including without limitation participation as a co-chair and voting member of the community enhancement committee, regardless of whether Metro or the local government, through an intergovernmental agreement, administers the program.
- (e) The Metro Chief Operating Officer will establish a timeline for implementation of a solid waste community enhancement program.
- (f) The funds collected and remitted to Metro shall be used for solid waste community enhancement projects chosen by a community enhancement committee and may include administrative costs in an amount set by the Metro Chief Operating Officer. [Ord. 14-1344.]

#### **5.06.060 Solid Waste Community Enhancement Program Advisory Committee**

A solid waste community enhancement program established under this section shall have a solid waste community enhancement committee. The committee is responsible for implementation of the program, including without limitation:

- (a) Establishment of the enhancement area boundary.
- (b) Creation of committee bylaws.
- (c) Development of a process for soliciting and selecting solid waste community enhancement projects.
- (d) Compliance with the eligibility criteria set forth in Section 5.06.070 and the goals set forth in Section 5.06.080 and creation of additional criteria and goals where needed.
- (e) Annually review enhancement program revenue estimates provided by Metro staff and propose how these funds will be allocated for the upcoming fiscal year or funding cycle.
- (f) Presentation of an annual report to the Metro Council on all projects approved for funding.
- (g) Maintenance of complete and accurate records related to the administration of the program, submitted to Metro annually. [Ord. 14-1344.]

### **5.06.070 Eligibility Criteria for Solid Waste Community Enhancement Projects**

A solid waste community enhancement project must meet the following criteria to be eligible for funding. A solid waste community enhancement committee may apply more restrictive eligibility criteria:

- (a) The project must be located in the solid waste community enhancement area boundary as specified by the solid waste community enhancement committee or the project must benefit individuals or programs located inside the solid waste community enhancement area boundary.
- (b) The project applicant must be:
  - (1) A non-profit organization, including without limitation a neighborhood association or charitable organization with 501(c)(3) status under the Internal Revenue Service; or
  - (2) A school or institution of higher learning; or
  - (3) A local government, local government advisory committee, department or special district provided that they include documented support from the local government executive officer.
- (c) The project must not be used to replace any other readily available source of federal, state, local or regional funds.
- (d) The project must not promote or inhibit religion.
- (e) The project must not discriminate based on race, ethnicity, age, gender, or sexual orientation.
- (f) If the project is located on private land, the project application must establish a clear public benefit and must document landowner permission. [Ord. 14-1344.]

### **5.06.080 Goals for Solid Waste Community Enhancement Projects**

Projects shall meet one or more of the following goals and solid waste community enhancement committees shall give priority to projects that best meet with goals. A solid waste community enhancement committee may adopt additional funding goals. The project will:

- (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. [Ord. 14-1344.]

#### **5.06.090 Compliance and Dispute Resolution**

The Metro Chief Operating Office is responsible for ensuring compliance with this Chapter.  
[Ord. 14-1344.]

**5.06.100** [Repealed Ord. 19-1441; Effective February 19, 2020]



# SOLID WASTE ADMINISTRATIVE PROCEDURES

**Published:**

## Administration of Metro Code Chapter 5.06 Solid Waste Community Enhancement Program

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**SOLID WASTE  
ADMINISTRATIVE PROCEDURES**

**AP NO. 5.06  
Section 1**

**METRO**

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**Policy and Legal Authority**

1.1 Policy and Legal Authority.

- 1.1.1 Metro’s solid waste planning and implementing authority is established under the Metro Charter, the Constitution of the State of Oregon, and ORS Chapters 268 and 459.
- 1.1.2 Metro’s solid waste community enhancement program is established based on state law (ORS 459.280 and 459.284).
- 1.1.3 All solid waste administrative procedure shall be subject to the authority of all other applicable laws, regulations or requirements in addition to those contained in this administrative procedure and performance standard.
- 1.1.4 Administrative procedures are adopted, as necessary, to implement the provisions of Metro Code Chapter 5.06 Solid Waste Community Enhancement Program.
- 1.1.5 The purpose of these administrative procedures is to protect and preserve the health, safety and welfare of the Metro residents; to protect and preserve the local environment, to implement cooperatively a solid waste community enhancement fee program; and to reduce the volume and toxicity of waste disposed through source reduction, reuse, recycling, and composting.
- 1.1.6 These administrative procedures and performance standards are issued by the Metro Chief Operating Officer (“Metro COO”) pursuant to Metro Code Section 5.06.100.



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## **Application and Purpose of Chapter 5.06**

### **2.1 Application of Chapter 5.06**

2.1.1 Chapter 5.06 shall apply to all eligible solid waste facilities within Metro's jurisdictional boundary that are licensed or franchised by Metro pursuant to Metro Code Chapter 5.01.

2.1.2 Metro Code Chapter 5.06 shall apply to all eligible solid waste facilities within Metro's jurisdictional boundaries that are owned by Metro.

### **2.2 Purpose**

2.2.1 Metro has long recognized that certain solid waste facilities may present economic, environmental, health or other impacts on local host communities.

2.2.2 Metro's solid waste community enhancement program provides funds that are used for community enhancement grant projects located in the vicinity of each eligible solid waste facility. Funds are to be used for the rehabilitation and enhancement of the area in and around the facility from which the fees are collected, as determined by each solid waste community enhancement committee established in accordance with Metro Code Chapter 5.06.



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## **Program Exempt and Program Eligible Facilities**

### **3.1 Exempt Facility Types and Ineligible Solid Waste Activities**

3.1.1 The following types of facilities are not subject to Metro Code Chapter 5.06.

3.1.1.1 Reuse or recycling facilities that (A) exclusively receive non-putrescible source-separated recyclable materials and (B) reuse or recycle such materials, or transfer, transport or deliver such materials to a person or facility that will reuse or recycle them.

3.1.1.2 Material recovery facilities that (A) exclusively receive non-putrescible solid waste and conduct material recovery on such waste, and may also (B) receive non-putrescible source-separated recyclable materials and reuse or recycle such materials or transfer, transport or deliver such materials to a person or facility that will reuse or recycle them.

3.1.2 The following types of solid waste activities are not subject to Metro Code Chapter 5.06.

3.1.2.1 Yard debris reloading.

3.1.2.2 Yard debris composting.

3.1.2.1 Material recovery on non-putrescible waste, except as provided in Section 3.3.

3.1.2.2 Recycling or reuse of non-putrescible materials.

### **3.2 Program Eligibility by Facility Type and Solid Waste Activity**

3.2.1 Eligible facility types include, but are not limited to, the following:

3.2.1.1 Disposal sites.

3.2.1.2 Transfer stations.

3.2.1.3 Reload facilities.

3.2.1.4 Energy recovery facilities.

3.2.1.5 Compost facilities.

3.2.2 Eligible solid waste activities include, but are not limited to, the following:

3.2.2.1 Processing, reloading or transfer of putrescible waste (includes food waste and yard debris mixed with food waste).

3.2.2.2 Composting or any other processing of putrescible waste (includes food waste and yard debris mixed with food waste).

3.2.2.1 Energy recovery (including anaerobic digestion of putrescible waste to include food waste and yard debris mixed with food waste).

3.2.2.2 Disposal (includes landfilling and incineration).

3.3 Special conditions related to non-putrescible waste activities at an eligible facility

3.3.1 Non-putrescible waste that is subject to material recovery and delivered to a transfer station or other eligible solid waste facility shall be subject to Metro Code Chapter 5.06 when a facility owner/operator and the Metro COO determines it to be in the public interest.

3.3.2 For the purpose of this section the public interest shall include, but is not limited to: A) the historical program relationship established between a facility and host local government or community (e.g. Metro Central Transfer Station and Metro South Transfer Station), or B) such conditions necessary to operate a new facility, or at an existing facility conducting a new solid waste activity that is subject to Metro Code Chapter 5.06 and Metro Code Chapter 5.01.



## **Establishing a Solid Waste Community Enhancement Program**

The purpose of this section is to establish a general process for Metro and a host local government to implement and administer a solid waste community enhancement program at an eligible solid waste facility.

### **4.1 New Facilities Without a Solid Waste Community Enhancement Program**

#### **4.1.1. Notification to a host local government.**

Upon receipt of a complete Metro license or franchise application for a new eligible solid waste facility that is subject to this chapter, or a new eligible solid waste activity at an existing facility, the Metro COO shall notify the host local government that it qualifies for the solid waste community enhancement program.

#### **4.1.2 Coordination with Metro and the host local government.**

4.1.2.1 As part of Metro's license and franchise review or renewal process, the Metro COO will notify the local government hosting an eligible solid waste facility that a solid waste community enhancement program shall be established.

4.1.2.2 The Metro COO shall provide the host local government with an opportunity to enter into an intergovernmental agreement to administer the program. As provided in Section 5.1, Metro and the local government may consider other approaches to administer the program if an intergovernmental agreement cannot be established.

4.1.2.3 A host local government shall not be excluded or limited from participating in Metro's solid waste community enhancement program for an eligible solid waste facility, nor shall Metro be limited in implementing a solid waste community enhancement program when a host local government adopts: (1) a tax or charge that imposes a fee on haulers of commercial solid waste or other users of the facility; (2) any tax duly adopted by the local government which is generally applicable for all persons doing business in boundaries of the local government; or (3) any franchise fee collected by the local government from haulers collecting solid waste within the boundaries of the local government,

4.1.2.4 Metro shall not establish a solid waste community enhancement program at a solid waste facility if the respective host local government has implemented and is actively administering a solid waste community enhancement program

for that solid waste facility under separate authority of ORS 459.284 and 459.290.

- 4.1.2.5 Prior to establishing a solid waste community enhancement program at an eligible solid waste facility, the Metro COO shall inform the Metro Council President and the Metro Councilor whose district hosts the solid waste facility of the decision to establish a solid waste community enhancement program and provide the Metro Councilor with the opportunity to chair, co-chair, or otherwise participate in the solid waste community enhancement committee at the option of the Metro Councilor.

#### 4.2 Programs Established Prior to January 1, 2014

Solid waste community enhancement programs that were established prior to January 1, 2014 and are administered through an intergovernmental agreement with a host local government shall be updated and reissued with an effective date of July 1, 2015 to provide consistency with all applicable provisions in Metro Code Chapter 5.06 and these administrative procedures.

#### 4.3 Existing Eligible Facility Without a Solid Waste Community Enhancement Program

The Metro COO shall notify a host local government of an existing eligible solid waste facility within its jurisdictional boundaries regarding a timeframe and process for the implementation and administration of a solid waste community enhancement program in accordance with this chapter.

#### 4.4 Funding

- 4.4.1 Except as provided in Section 3.3, solid waste facilities subject to Metro Code Chapter 5.06 shall collect an amount not exceeding \$1.00 on each ton of putrescible solid waste delivered to the facility and remit the funds to Metro for use as a solid waste community enhancement fee.
- 4.4.2 Metro may periodically adjust the solid waste community enhancement fee based on the Consumer Price Index (CPI) up to the maximum amount set forth in ORS 459.284.
- 4.4.3 On a quarterly basis, Metro will remit the solid waste community enhancement funds to each host local government with a solid waste community enhancement program established by intergovernmental agreement with Metro in accordance with Metro Code Chapter 5.06.
- 4.4.4 Projects funded from a solid waste community enhancement fund will be made with the positive vote of a majority of the solid waste community enhancement committee created to administer such a program. Frequency of funding projects is also to be determined by the committee.





## **Establishing a Solid Waste Community Enhancement Committee**

### **5.1 Establishing a Solid Waste Community Enhancement Committee**

- 5.1.1 For the purpose of establishing a solid waste community enhancement committee, the Metro COO shall coordinate with the host local government and the Metro Councilor whose district hosts the eligible solid waste facility.
- 5.1.2 Metro may designate a solid waste community enhancement committee in accordance with Metro Code Chapter 2.19.
- 5.1.3 The Metro COO may enter into an intergovernmental agreement to designate the host local government as the solid waste community enhancement committee. Such a committee shall consist of at least five members and may include the Metro Councilor whose district hosts the solid waste facility (with the option to serve as co-chair to the committee), and three citizen representatives appointed by the mayor, city manager, or county administrator. In lieu of appointment of such a committee, the local government may designate itself and the Metro Council member representing the district that hosts the solid waste facility (with the option to serve as co-chair to the committee) to perform the function of such committee. The term for such intergovernmental agreements should be established to coincide with the term set forth in the subject facility's Metro license or franchise.
- 5.1.4 The Metro COO may enter into an agreement with a recognized non-profit community organization including, but not limited to, a neighborhood district coalition, neighborhood association, committee for citizen involvement or other similar community-based group having a legally constituted active board of directors. The designated solid waste community enhancement committee shall consist of at least five members, and may include the board of directors, the Metro Councilor whose district hosts the solid waste facility, and any number of citizen representatives appointed by the Metro Councilor whose district hosts the solid waste facility.
- 5.1.5 The Metro COO shall establish the terms and conditions of the agreements for the establishment and administration of a solid waste community enhancement committee as provided in Metro Code Chapter 5.06.

### **5.2 Administration**

- 5.2.1 The administration and distribution of funds from a solid waste community enhancement program shall be subject to the approval of a solid waste community enhancement committee.

- 5.2.2 Each solid waste community enhancement committee or host local government shall promote, advertise, solicit and accept requests for proposals or projects to be funded from the solid waste community enhancement fund within its solid waste community enhancement program area boundary.
- 5.2.3 Either Metro or the host local government shall prepare and publish an annual budget for the solid waste community enhancement account. Each budget shall be subject to review and comment by the solid waste community enhancement committee and shall, at a minimum, identify the proposed allocation of grant funding and administrative costs for the upcoming fiscal year, except that a solid waste community enhancement committee may propose that there be no expenditure of funds during a fiscal year for up to a maximum of three consecutive fiscal years, or longer if approved by the Metro COO or the community enhancement committee.
- 5.2.4 Either Metro or the host local government shall segregate solid waste community enhancement funds by establishing a separate set of accounts for the revenues and expenditures of the solid waste community enhancement program to ensure that only committee-authorized plans, projects, and programs receive funding. Funds not expended during a budget year shall be carried forward to each subsequent year.
- 5.2.5 Each solid waste community enhancement committee or host local government shall publish and follow the project funding criteria in Section 6.1 and goals in Section 6.2 for selecting projects or programs to fund during the fiscal year. A solid waste community enhancement committee may request that Metro modify or change the criteria. A community enhancement committee may publish and follow more restrictive program funding criteria, and may adopt and publish additional goals and/or guidelines.
- 5.2.6 Each solid waste community enhancement committee or host local government shall, provide an annual written report to the Metro COO regarding all expenditures from the enhancement fund and shall itemize all enhancement fund expenditures including the amount of funds expended on each project under its jurisdiction including the funding balance by October 1 of each year.
- 5.2.7 Each solid waste community enhancement committee, upon request by the Metro COO, shall provide an oral presentation to the Metro Council at a time such presentation can be scheduled at a Metro Council meeting.
- 5.2.8 If administrative costs incurred by Metro or the host local government to administer the solid waste community enhancement program are reimbursed from the solid waste community enhancement funds as provided in Section 5.3. The annual report required in Section 5.2.6 shall include an accounting of the funds expended for program administration.
- 5.2.9 Each solid waste community enhancement committee will provide an open public process for project/program review and approval.

### 5.3 Administrative Cost Reimbursement

- 5.3.1 A solid waste community enhancement fund may be used to help defray the direct costs incurred to administer a solid waste community enhancement program by Metro or a host local government (e.g., staff time and materials necessary to set up and administer a solid waste community enhancement program).
- 5.3.2 No more than twenty percent (20%), and not more than \$50,000 of a solid waste community enhancement fund that is collected during a program funding cycle may be used to pay for costs directly associated with administering a solid waste community enhancement program. Administrative costs in excess of these amounts shall not be borne by the solid waste community enhancement fund.

### 5.4 Recordkeeping and Audits

- 5.4.1 Each solid waste community enhancement committee or host local government shall maintain complete and accurate records related to the administration of the program and funds expended under its jurisdiction. The committee shall make these records available to Metro for inspection, auditing, and copying.
- 5.4.2 Metro may require, at Metro's expense, that a solid waste community enhancement committee submit to an independent audit conducted by an auditor chosen by Metro. The audit shall address only those matters reasonably related to the solid waste community enhancement program fund and its administration.



**SOLID WASTE  
ADMINISTRATIVE PROCEDURE**

**AP NO. 5.06  
Section 6**

## **Eligibility Criteria and Goals**

### **6.1 Eligibility Criteria for Funding Solid Waste Community Enhancement Projects**

6.1.2 To qualify for funding, a proposed solid waste community enhancement project shall meet the following funding criteria. A designated solid waste community enhancement committee may adopt and publish more restrictive eligibility criteria.

- 6.1.2.1 Be within the solid waste community enhancement area boundaries specified by the designated solid waste community enhancement committee or benefit individuals or programs located inside the community enhancement area boundary.
- 6.1.2.2 Be from non-profit organizations including, but not limited to, neighborhood associations or charitable organizations with 501(c)(3) status under the Internal Revenue Service, or
- 6.1.2.3 Be from a school, or institution of higher learning, or
- 6.1.2.4 Be from a local government, local government advisory committee, department or special district provided that they include documented support from the local government executive officer, and, as a guideline, the requested funding not exceed 15% of an annual solid waste community enhancement program budget or funding cycle, or more as otherwise provided in an intergovernmental agreement between Metro and a host local government.
- 6.1.2.5 Not replace another readily available source of federal, state, regional or local funds.
- 6.1.2.6 All applicants must go through the official application, review and approval process established by the solid waste community enhancement committee.
- 6.1.2.7 Not promote or inhibit religion.
- 6.1.2.8 Not fund organizations, projects or programs that discriminate based upon race, ethnicity, age, gender or sexual orientation.
- 6.1.2.9 Be able show a clear public benefit if projects are on private land.

6.1.2.10 Have written landowner permission at the time of application.

## 6.2 Goals for Funding Solid Waste Community Enhancement Projects

6.2.1 Projects shall meet one or more of the following goals. Priority will be given to projects that best meet the goals and which offer benefits to the areas and populations most directly impacted by the solid waste facility. A designated solid waste community enhancement committee may adopt and publish additional funding goals. The order of the following listing does not imply ranking or weighting. Projects should:

- 6.2.1.1 Result in an improvement to the appearance or environmental quality of the area/neighborhood within the enhancement area boundaries.
- 6.2.1.2 Result in the reduction in the amount or toxicity of waste, or increase reuse and recycling opportunities within the enhancement area boundaries.
- 6.2.1.3 Result in rehabilitation, upgrading or direct increase in the real or personal property owned or operated by a nonprofit organization having 501(c)(3) status under the Internal Revenue Code within the enhancement area boundaries.
- 6.2.1.4 Result in the preservation or enhancement of wildlife, riparian zones, wetlands, forest lands and marine areas within the enhancement area boundaries, and/or improve the public awareness and the opportunities to enjoy them.
- 6.2.1.5 Result in improvement to, or an increase in, recreational areas and programs within the enhancement area boundaries.
- 6.2.1.6 Result in improvement in the safety of the area within the enhancement area boundaries.
- 6.2.1.7 Result in projects that benefit youth, seniors, low income persons or underserved populations within the enhancement area boundaries.



**SOLID WASTE  
ADMINISTRATIVE PROCEDURE**

**AP NO. 5.06  
Section 7**

**METRO**

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**Dispute Resolution**

- 7.1 The Metro COO shall, in good faith, attempt to negotiate resolutions to all disputes arising out of the implementation and administration of Metro Code Chapter 5.06 and these administrative procedures. Disputes arising out of or relating to the implementation or administration of Metro Code Chapter 5.06 or these administrative procedures shall be resolved as follows:
- 7.1.1 The Metro COO will review the matter or dispute to determine if there is sufficient reason or cause to take action.
  - 7.1.2 When warranted, the Metro COO will notify the host local government and the solid waste community enhancement committee, the Council President and the corresponding councilor whose district hosts the solid waste facility in writing of the dispute or alleged breach. The notice shall describe the nature of the dispute or alleged breach. The notice shall prescribe a resolution process and include a date by which the host local government or solid waste community enhancement committee must respond to the Metro COO's notice.
  - 7.1.3 Within the period specified by the Metro COO, the host local government or solid waste community enhancement committee shall respond to the notice provided by the Metro COO regarding the dispute. Such response may include information that proves that the dispute or alleged breach has been resolved, or that diligent efforts to correct the dispute or alleged violation is being made and is likely to succeed in a reasonable period of time.
  - 7.1.4 If the Metro COO determines that the dispute or alleged violation has not or cannot be resolved within the manner prescribed and in a reasonable period of time, the Metro COO may take further action, including the modification or termination of an intergovernmental agreement to ensure that the dispute or breach is resolved within a reasonable period of time.

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## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> May 17, 2021	<b>Subject: Resolution No. 2898</b> A Resolution of the City of Wilsonville Adopting the FY 21/22 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy.  <b>Staff Member:</b> Zoe Monahan, Assistant to the City Manager  <b>Departments:</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 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 that Council approve the consent agenda.		
<b>Recommended Language for Motion:</b> I move to approve the consent agenda.		
<b>Project / Issue Relates To:</b>		
<input checked="" type="checkbox"/> Council Goals/Priorities	<input checked="" type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable

### ISSUE BEFORE COUNCIL:

Adoption of resolution 2889 approving proposed FY 2021/22 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy.

## **EXECUTIVE SUMMARY:**

The Tourism Promotion Committee unanimously recommended on April 27, 2021, adoption by Council of FY 2021/22 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy and the implementing FY 2021/22 Tourism Promotion & Destination Marketing Services Plan.

The FY 2021/22 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy is known by the shorthand “1/5-Year Action/Implementation Plan” or also just the “Tourism promotion business plan.” This plan summarizes the past year’s tourism promotion program, provides a longer-range five-year plan, and details specific components and activities for the upcoming 2021/22 fiscal year.

Based on direction from the City Manager, in response to COVID-19, staff worked with JayRay to reduce the scope of work and budget for the FY 2020/21 Tourism Promotion & Destination Marketing Contact. This allowed JayRay to continue to work on the website and provide limited social media engagement during the Governor’s Executive Orders to stay home. They updated the Explore Wilsonville collection of copyright free images, updated the maps on the website and developed new pocket trips. As the area begins to re-open Wilsonville will be positioned to start encouraging visitors to come to the area and increase marketing when it is appropriate.

The “1/5-Year Action/Implementation Plan” or “Tourism promotion business plan” is then implemented by a corresponding tourism promotion marketing plan, now formally titled the Tourism Promotion & Destination Marketing Services Plan. This plan includes a Scope of Work that provides extensive details and information on specific marketing promotion programs are utilized by the Explore Wilsonville tourism promotion program.

## **Background Information**

The year 2021 marks the sixth, rolling version of the Tourism promotion business plan, which is updated annually as required by Resolution No. 2541 that created the City’s tourism promotion program and formed the Tourism Promotion Committee. Essentially, this update to the Tourism promotion business plan continues to advance the longer-term five-year strategy of the action plan. That is, the short-term one-year implementation plan seeks to advance the top priorities of the larger five-year action plan.

The FY 2021/22 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy lists Tourism Promotion Committee Members and Committee Meetings, summarizes the past year’s accomplishments and lays out a longer-range five-year action plan and a short-term annual one-year implementation plan for FY 2021/22.

## **EXPECTED RESULTS:**

The City’s Explore Wilsonville tourism-promotion program continues to operate through FY 2021/22.

## **TIMELINE:**

The City’s Explore Wilsonville tourism promotion program continues operation through June 30, 2021.



**CURRENT YEAR BUDGET IMPACTS:**

The proposed FY 2021/22 Tourism Promotion & Destination Marketing Services Plan is within budget. The City's FY 2021/22 total Park & Recreation Tourism budget includes \$100,000 for tourism promotion and \$25,000 for the City's tourism matching grant program.

**FINANCIAL REVIEW / COMMENT:**

Reviewed by: CAR Date: 4/28/2021

**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ Date: 5/12/2021

Legal has not been involved in this process and therefore has no comment.

**COMMUNITY INVOLVEMENT PROCESS:**

Development of the underlying Tourism Development Strategy had considerable public engagement during the 2013/14 timeframe that included participation by a large citizen task force and interviews/surveys with residents and tourism stakeholders. Subsequently, the Tourism Promotion Committee has overseen development of four annual business plans, adopted by Council, and supervision of the City's community tourism matching grant program.

**CITY MANAGER COMMENT:**

City Council adoption of Resolution No. 2898 for the FY 2021/22 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy appears to be in alignment with and advance both the Tourism Development Strategy adopted by Council in May 2014 and new City Council Goals adopted in May 2019.

**ATTACHMENTS:**

A. Resolution No. 2898:

1. FY 2021/22 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy, April 27, 2021 and attachments

**RESOLUTION NO. 2898**

**A RESOLUTION OF THE CITY OF WILSONVILLE ADOPTING THE FY 2021/22 FIVE-YEAR ACTION PLAN AND ANNUAL ONE-YEAR IMPLEMENTATION PLAN FOR THE WILSONVILLE TOURISM DEVELOPMENT STRATEGY.**

WHEREAS, the City Council adopted on May 5, 2014, Resolution No. 2468 approving the *Wilsonville Tourism Development Strategy* (“Strategy”), which set forth a blueprint for implementing a tourism strategy for the greater Wilsonville community, including forming a Destination Marketing Organization (DMO) or committee to develop and promote tourism; and

WHEREAS, the City Council adopted on June 15, 2015, Resolution No. 2541 to establish the Tourism Promotion Committee that, among other duties, is to oversee the implementation of the Strategy and develop an annual business plan; and

WHEREAS, the City Council adopted on April 4, 2016, the first annual *FY 2016/17 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy* (“Plan”), a business plan for the tourism promotion program; and

WHEREAS, the City Council adopted on June 19, 2017, the second annual rolling *FY 2017/18 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy* (“Plan”), a business plan for the tourism promotion program; and

WHEREAS, the City Council adopted on Feb. 22, 2018, Resolution No. 2669, which approved the *FY 2017/18 & 18/19 Tourism Promotion Marketing Plan* composed of the “FY 2017/18 & 18/19 Marketing Playbook” Plan, dated February 2018, and supporting “Scope of Work 2018/2019 Advertising & Marketing Services,” dated January 19, 2018, to implement the *Wilsonville Tourism Development Strategy*; and;

WHEREAS, the City Council adopted on July 16, 2018, Resolution No. 2699 the third annual rolling *FY 2018/19 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy* (“Plan”), a business plan for the tourism promotion program; and

WHEREAS, the City Council adopted on July 15, 2019, Resolution No. 2758 the fourth annual rolling *FY 2019/20 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy* (“Plan”), a business plan for the tourism promotion program; and

WHEREAS, The City Council adopted on June 15, 2020, Resolution No. 2825 fifth annual rolling *FY 2020/21 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy*, a business plan for the tourism promotion program; and

WHEREAS, the Tourism Promotion Committee has fulfilled during FY 201/21 all of the requirements set forth in the founding charter of the Tourism Promotion Committee as described in Resolution No. 2468 with the exception of awarding Tourism Promotion Grants due to the Covid – 19 pandemic; and

WHEREAS, the Tourism Promotion Committee worked to produce and voted unanimously on April 27, 2021, to recommend to the City Council adoption of the updated, sixth annual rolling *FY 2021/22 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy*, a business plan for the tourism promotion program;

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

1. The City Council adopts *FY 2021/22 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy*, attached hereto as Exhibit 1.
2. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 17<sup>th</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:

1. FY 2021/22 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy, April 27, 2021



# FY 20/2021 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy



April 27, 2021

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### Attachment:

1. JayRay 2020 Annual Report (Date March 22, 2021)

## A. Introduction

The Wilsonville Tourism Promotion Committee on April 27, 2021, recommended for adoption to the City Council the fifth rolling Five-Year Action Plan and Annual One-Year Implementation Plan (also known as the “1/5-Year Action/Implementation Plan”) for FY 2021/22. Each year, the committee updates the plan to account for work accomplished during the prior year and to plan for the following year-plus time period.

Members of the committee have worked diligently to advance the objectives of the City Council as outlined in the past year’s FY 2020/21 Five-Year Action Plan and Annual One-Year Implementation Plan as provided for under the authority of Resolution No. 2541 (2015), which created the City’s Tourism Promotion Program; and the *Wilsonville Tourism Development Strategy* adopted by Council in May 2014.

## B. Tourism Promotion Committee Members

Supported by the City Manager’s Office, the Wilsonville Tourism Promotion Committee is composed of 12 members total, with seven voting positions and five ex-officio advisory positions, as established by Resolution No. 2541, sorted descending alphabetically by last name.

### The seven voting members of the committee include:

- **Brian Everest:** Manager at Vitis Ridge Winery in Silverton. Appointed in October 2020 to Position No. 6 with a term ending 6/30/21.
- **Darren Harmon:** General Manager of Family Fun Center; reappointed to Position No. 5 in August 2018 to full three-year term ending 6/30/21.
- **Al Levit:** Retired resident, former bike club coordinator and former City of Wilsonville Planning Commissioner; reappointed to Position No. 4 in on July 1, 2020 to full three-year term ending 6/30/23
- **Beth Price, Chair:** Director of Sales and Marketing for Holiday Inn Hotel & Convention Center Portland South/Wilsonville; appointed mid-term in March 2019 to Position No. 7 with term ending 6/30/2021.
- **Brandon Roben:** CEO of Oaks Amusement Park, Portland; reappointed mid-term in July 2019 to Position No. 2 with term ending 6/30/22.
- **Rohit Sharma, Vice Chair:** Owner, RR Hotels Portland, LLC; appointed mid-term in March 2020 to Position No.1 with term ending 6/30/22.
- **Vacant:** Position No. 3 previously held by Jeff Brown, General Manager, Hotel Eastlund

### The committee includes five non-voting, ex-officio advisory members composed of:

- **Clackamas County Tourism and Cultural Affairs**, dba Oregon’s Mt Hood Territory: Samara Phelps, Executive Director.
- **Washington County Visitors Association (WCVA):** Dave Parulo, President/CEO, or designee Sylke Neal-Finnegan, Vice President of Marketing & Communications.
- **Wilsonville Area Chamber of Commerce:** Kevin Ferrasci O’Malley, CEO

- **City of Wilsonville Parks and Recreation Department:** Mike McCarty, Director, or designee Brian Stevenson, Recreation Manager; or Erica Behler, Recreation Coordinator.
- **City of Wilsonville City Council:** Councilor Charlotte Lehan, who also serves as the City Council liaison to the committee.

## C. Committee Meetings

The committee will meet on four occasions in FY 2020/21, meeting the minimum required four meetings per fiscal year pursuant to Resolution No. 2541. Meeting of the committee were held on Oct. 13, and Dec. 17, 2020 and Feb. 10 and April 27, 2021.

## D. Advancing Tourism Development Priorities

The committee continued to work on the Top-16 priorities, as determined by the committee during the first year of work during FY15/16, of 50 total potential ‘actions for success’ outlined in the *Tourism Development Strategy* adopted by Council in May 2014.

### Tourism Development Strategy:

#### ***Top Priorities and “Themed Issues” for Additional Work***

Strategy No.	Strategy Title / Description
1.1	Establish an Independent 501 (c) (6) Not-for-Profit DMO to be named Visit Wilsonville, now Explore Wilsonville. <i>[Create the organizational framework]</i>
1.3	Increase the Allocation of the Hotel/Motel Transient Lodging Tax (TLT).
1.5	Review Wilsonville Tourism Grants Program.
1.7	Initiate ongoing partnership and relationship-building programs.
2.1	Develop a destination branding strategy for Wilsonville.
5.1	Establish a stand-alone Wilsonville tourism website.
5.2	Introduce an ongoing internet marketing campaign.
5.3	Develop social media programs relevant to key markets.
5.4	Develop database and email marketing programs.
5.5	Optimize the online use of video.
5.6	Optimize linking strategies.
5.11	Develop and maintain a library of high-quality images and videos.
5.12	Optimize the use of website and social media analytics.
5.13	Develop an active content management and co-op marketing program.
5.14	Increase public awareness of the benefits of tourism.
5.16	Conduct ongoing visitor-satisfaction research.

## E. Past Year’s Accomplishments, FY 2020/21

The Tourism Promotion Committee has had a successful year, advancing key objectives as set-out in the prior fiscal year’s plan, the FY 2020/21 Five-Year Action Plan and Annual One-Year Implementation Plan adopted by the City Council through Resolution No. 2825 on June 15, 2021.

Following is an accounting of accomplishments achieved towards meeting FY 20/21 objectives.

- **Recruit to fill all voting positions for the Tourism Promotion Committee.**

In October 2020, Mayor Tim Knapp appointed with Council consent Brian Everest to Position No. 6.

- **Elect chair/vice-chair leadership positions.**

Beth Price, previous vice-chair, was elected as Chair and Rohit Sharma as Vice Chair during the first meeting of the new fiscal year in October 2020.

- **Committee continues to oversee tourism grant programs.**

The committee continues to oversee the tourism grant program although the committee did not meet to review tourism grants in 2021 due to the ongoing Covid – 19 pandemic. Staff has recommended that Tourism Grant funding be budgeted for FY 2021-2022.

- **Tourism Promotion and Destination Marketing Consultant contractor advances components of the Tourism Promotion Marketing Plan.**

JayRay provided social media posts three times weekly to encourage people to “recreate responsibly”. The posts have promoted outdoor activities, Parks and Recreation programming and local businesses that have remained open. The intent is to continue to engage and grow social media followers. The social media posts encourage potential travelers to plan their stay in Wilsonville now and explore Wilsonville when they feel comfortable doing so.

The overall marketing effort was reevaluated on a constant basis as the COVID-19 pandemic evolves, with three levels of promotional engagement by fiscal quarter: low-activity, ramp-up and back-to-normal. However, longer-term projects are planned to continue as may be feasible, including website re-design and content modifications, building the library of copyright-free authentic images and videos, and monitoring marketing conditions and providing updates to the committee. JayRay has implemented matrix for work product that is provided in their reports to the committee.

- **The committee monitors implementation of the Tourism Promotion Marketing Plan, including features and operation of the tourism website.**

Staff worked with the Tourism Promotion and Destination Marketing Consultants to increase the operation of ExploreWilsonville.com. Specifically, the event calendar was regularly updated and maintained as needed, graphic images were modified and updated photos were added.

- **Internet/website and social media products are researched and reviewed by staff/contractor with committee to target product recommendation and selection.**

The pocket trips continue to be promoted on the ExploreWilsonville.com website. JayRay has proposed updating the pocket trips itineraries. They will focus on ten types of travelers such as outdoors, wineries or family fun. JayRay has focused on increasing the social media posts and growing the number of social media followers.

The tourism website, ExploreWilsonville.com, has continued to be revised and updated. The Tourism Promotion and Destination Marketing Consultant contractor has made significant updates to the homepage by adding a colorful geographic map to showcase our location and the many day trip options around us. The consultant continues to make updates to the website to make it more user friendly and appealing to visitors.



The Tourism Promotion and Destination Marketing Consultant contractor also organized a three-day photoshoot in and around Wilsonville to create an updated inventory of photographs. The photographs feature local parks, restaurants, and hotels. Additionally, nearby attractions in Aurora and Butteville were procured. The pictures will allow us to highlight local attractions and activities during Covid-19 and in the future.

**Committee develops evaluation criteria for Consultant work performance and Benchmark tourism metrics to establish baseline for future quarterly reports.**

The Tourism Promotion and Destination Marketing Consultant contractor subscribes to Smith Travel Research (STR), which provides monthly overnight lodging industry metrics on occupancy and revenue based on aggregated data of participating hotels and motels. The decided to continue obtaining STR data for Wilsonville lodging properties but decided not to continue to obtain the Troutdale data. The consultant did not find it useful to compare data especially during a time that there is a limited budget, due to the Covid-19 pandemic.

The Tourism Promotion and Destination Marketing Consultant contractor uses a set of metrics to be tracked over time.

**• Continue tourism promotional programs are implemented with key partners.**

The Tourism Promotion and Destination Marketing Consultant contractor is working with regional/state tourism partners for marketing promotion efforts, including Travel Oregon, Travel Portland, Travel Oregon, Willamette Valley Visitors Association, Clackamas County Tourism and Cultural Affairs (dba Oregon's Mt. Hood Territory) and Washington County Visitors Association. These joint efforts include purchase of print and online advertising and sharing of travel research.

The Tourism Promotion and Destination Marketing Consultant updated the attraction information on the advertisement at the Interstate 5 French Prairie northbound rest area.

The Tourism Promotion and Destination Marketing Consultant contractor worked with Parks and Recreation Administration staff to develop fulfillment procedures for lead requests that involved mailing Pocket Trips brochures and responding verbally and in writing to visitor-information requests.

**• Committee develops and recommends to City Council for adoption the update to the FY 21/22 Five-Year Action Plan and Annual One-Year Implementation Plan.**

The committee developed and recommended on April 27, 2021, to City Council adoption of the FY21/22 update to the tourism business plan formally named the FY21/22 Five-Year Action Plan and Annual One-Year Implementation Plan (also known as the "1/5-Year Action/Implementation Plan").

## F. Five-Year Action Plan for Tourism Development: FY2021/22 – FY2025/26

The longer-range five-year plan recommended by the committee focuses on developing the organizational infrastructure, advancing the marketing/promotion program for Explore Wilsonville tourism-development efforts, and researching larger study-efforts to advance tourism.

This sixth, rolling annual one-year implementation action plan follows directly from the committee’s review of the most-pressing, “Top Priorities.” While the committee recognizes that adjustments are to be made to the longer-range plan via annual ‘course corrections’—especially given the COVID-19 pandemic—the five-year plan is outlined below in fiscal years, July 1 of one year to June 30 of the following year.

Year 1  
FY 2021/22

### 1. Conduct Tourism Promotion Committee Business

- **Leadership, Meetings:** Continue recruitment efforts to fill all voting positions for the Tourism Promotion Committee. Elect committee chair/vice-chair leadership positions.
  - **Tourism Grant Programs:** Committee continues to oversee City and County tourism grant programs.
  - **Business and Marketing Plans:** Tourism Promotion and Destination Marketing Consultant contractor advances components of the Tourism Promotion and Destination Marketing Plan that the committee monitors implementation. The Committee develops and recommends to City Council for adoption the update this business plan as the new FY21/22 Five-Year Action Plan and Annual One-Year Implementation Plan.
  - **Request for Proposal (RFP):** An RFP may be needed to continue contract services with a Tourism Promotion and Destination Marketing Consultant.
  - **Staffing Resource:** Committee to consider in conjunction with City Council and management potential addition of dedicated staffing for tourism and cultural affairs, as per recommendation of *Tourism Development Strategy* and pending *Arts, Culture and Heritage Strategy*. Related to staffing or organizational development, committee to discuss potential evolution to independent, nonprofit Destination Marketing Organization (DMO) as called for in the *Tourism Development Strategy*.
- ### 2. Implement the FY22/23 Tourism Promotion Program:
- Committee finalizes evaluation criteria for Consultant work performance and Benchmark tourism metrics to establish baseline for future quarterly reports. The visitor profile study (item G 3.1) summer and winter survey report results are analyzed with consideration given to modifying components of the Tourism Promotion Marketing Promotion Plan based on results of the survey.
- ### 3. Advance Study Effort for City to Enhance Tourism Development:
- If the COVID-19 pandemic comes to pass timely, consider rekindling the potential RFP for proposed year-round event facility with potential lodging addition.

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However, the committee may wish to consider other study efforts, including a potential update to the *Tourism Development Strategy*.

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**Year 2  
FY 2022/23**

- Potential new staff position works with Tourism Promotion and Destination Marketing Consultant contractor to advance Tourism Promotion Program.
- New tourism promotional programs are implemented with key partners.
- Two recommended studies are now integrated into one: Feasibility study for a year-round, multi-purpose facility (item G 3.2) and a hotel/conference center feasibility study as follow-up to Town Center Master Plan redevelopment project (item G 3.4).

**Year 3  
FY 2023/24**

- Tourism Promotion and Destination Marketing Consultant contractor continues to advance Tourism Promotion Program as outlined in the Plan.
- Internet/website and social media products are researched and reviewed by staff/contractor with committee to target product recommendation and selection.
- Commence the destination marketing strategy plan (item G.3.3)

**Year 4  
2024/25**

- Tourism Promotion and Destination Marketing Consultant contractor continues to advance Tourism Promotion Program as outlined in the Plan.
- Website is further refined and major marketing promotion continues.
- New tourism promotional programs are implemented with key partners.
- Committee recommends to Council to advance formation of nonprofit DMO.

**Year 5  
2025/26**

- Tourism Promotion and Destination Marketing Consultant contractor continues to advance Tourism Promotion Program as outlined in the Plan.
  - Committee obtains legal assistance; reviews federal and state requirements for forming 501(c)(6) nonprofit DMO called “Explore Wilsonville”; creates bylaws.
-

## G. Annual One-Year Implementation Plan: FY21/22, July 2021 – June 2022

The sixth, rolling one-year implementation plan seeks to advance the top priorities of the larger five-year action plan. Next fiscal year's work plan is segmented into three main sections:

1. **Conduct Tourism Promotion Committee Business:** The committee executes all Council-mandated activities, including:
  - **Leadership:** Elect a chair and vice chair at the first meeting of the new fiscal year.
  - **Meetings:** Hold at least four meetings with quorum attendance during the fiscal year.
  - **Tourism Grant Programs:** Oversee the application process and grant awards of the tourism grant programs, including the City Community Tourism Grant Program and Clackamas County Tourism Community Partnership Program. This assumes that the COVID-19 pandemic has come to pass and regular public programming occurs.
  - **Business and Marketing Plans:** Work with staff and consultant to draft for City Council adoption an updated version of the Five-Year Action Plan and Annual One-Year Implementation Plan and the Tourism Promotion and Destination Marketing Plan for FY21/22. The full, complete FY21/22 marketing plan is to be developed by JayRay, the Tourism Promotion and Destination Marketing Consultant, at a later date due to the uncertainty and timing of the COVID-19 pandemic, likely requiring a review of the new tourism landscape. The overall marketing effort is to be reevaluated on a constant basis as the Emergency evolves, with three levels of promotional engagement by fiscal quarter: low-activity, ramp-up and back-to-normal. Current expectations are for additional quarters of low-activity, followed by implementation of ramp-up phase as businesses re-open to host visitors and then the back-to-normal level of activity.
  - **Staffing Resource:** An *Arts, Culture and Heritage Strategy* is commencing as part of the 2019-21 City Council Goals adopted on May 20, 2019, that reflects a City Council interest in creating a staff position tentatively called Tourism and Cultural Affairs Coordinator in the Parks and Recreation Department. This new position would assume extra duties carried by current staff and provide additional horsepower for Wilsonville tourism and related cultural affairs. Specifically, duties for the new position could include staffing the Tourism Promotion Committee and a potential Arts and Culture Commission; managing the tourism grants process; working more intensely with the Tourism Promotion and Destination Marketing Consultant contractor to extend work-product impact; and interacting with local businesses and regional/state/international cultural-exchange and Sister City organizations and tourism partners to further relationships and create new promotional campaigns that generate economic activity in the Wilsonville area. The committee works with staff and City Council Liaison to refine a position description and job duties for a potential Tourism and Cultural Affairs Coordinator position for consideration by management to be added in the FY22/23 budget cycle.
2. **Implement the FY21/22 Tourism Promotion Program:** The committee works with staff of the City Manager's Office and Parks & Recreation Dept. and Tourism Promotion and Destination Marketing Consultant contractor to advance both the larger FY21/22 Five-Year

Action Plan and Annual One-Year Implementation Plan and the more specific FY21/22 Tourism Promotion and Destination Marketing Plan.

Specific components of the FY21/22 Tourism Promotion Program include:

- **Target Marketing Refinement:** Refining as needed the marketing promotional elements and online/Internet website products and processes. Send regular e-newsletters, create a new marketing content strategy and encourage signups on social media. Package offerings and promotions will be explored to increase social followers and hotel bookings.
- **Focused Day Trips:** Focusing sets of themed “Pocket Trips,” with clear information about their proximity to Wilsonville and map routes. “Pocket Trips” are to achieve stronger brand positioning and a focus on being in “the middle of it all.”
- **Performance Metrics:** Refining the specific metrics/evaluation criteria to gauge effectiveness of tourism marketing efforts.
- **Public Awareness:** Cultivating increased local residents’ knowledge and interest in learning more about local attractions and the value of tourism to the economy and community-development efforts. Identify Wilsonville’s brand position and the “why Wilsonville” that resonates with locals and builds brand ambassadors.

The proposed Tourism Promotion budget for FY21/22 is consistent with the FY 20/21 budget due to Covid-19:

Tourism Promotion and Destination Marketing Contract	\$ 100,000
Community Tourism Grants Program	25,000
TOTAL Tourism Promotion Budget FY20/21	<u>\$ 125,000</u>

The committee recognizes, however, that the COVID-19 pandemic that has resulted in stay-at-home orders that depress travel and transient lodging tax collections and the shuttering of most tourism-related and hospitality businesses. Due to both restrictions on travel and declines in transient lodging tax revenues that fund the tourism promotion program, the Tourism Promotion and Destination Marketing Consultant contract will continue to be reduced to \$100,000 for FY21/22.

Additionally, the City Council has directed staff add \$15,000 to the FY 21-22 administration budget to fund the City’s membership dues of \$15,000 to participate in the Willamette Falls and Landing Heritage Area Coalition. This coalition is supporting the congressional designation of a national heritage area. The coalition includes the Cities of Lake Oswego, West Linn and Oregon City among other organizations. This will be an excellent addition to the City’s tourism efforts.

At this time the Community Tourism Grant Program funds, which were not disbursed via the grant program in FY20/21 and redirected, are scheduled to be continued in FY21/22. Similar to other tourism budget items, these funds are subject to COVID-19 pandemic redirection.

## H. Components of FY20/21 Annual One-Year Implementation Plan of the Tourism Promotion Program in Relation to the 2014 Tourism Development Strategy

Following are more details on the top priorities summarized above for FY20/21 Tourism Promotion Program in relation to the *2014 Tourism Development Strategy's* Top Priorities and “Themed Issues” for Additional Work listed on page 3.

### 1. Tourism Promotion Committee Business

**1.1 Staffing/Contractor Resource:** In order to advance components of the Explore Wilsonville tourism development strategy and the Plan, the committee continues advancing work with staff of the City Manager’s Office and Parks & Recreation Dept. to examine a potential new Tourism and Cultural Affairs Coordinator position and to collaborate with the Tourism Promotion and Destination Marketing Consultant contractor to advance the tourism promotion program. The committee may seek to discuss how a City-staffed program could evolve into an independent Destination Marketing Organization.

*Authority for recommendation:* *Wilsonville Tourism Development Strategy, May 2014, Action Item 1.1:* Establish an Independent 501 (c) (6) Not-for-Profit DMO to be named Visit Wilsonville, now known as Explore Wilsonville. [Create the organizational framework]

**1.2 Budget Allocation:** The City reduced the funding for tourism promotion considerably due to the Covid- 19 pandemic. The budget was \$125,000 for FY 20/21 for the Tourism Promotion Marketing Plan and the Community Tourism Grant Program.

*Authority for recommendation:* *Wilsonville Tourism Development Strategy, May 2014, Action Item 1.3:* Increase the Allocation of the Hotel/Motel Transient Lodging Tax (TLT).

**1.3 Tourism Grants Programs:** The committee has successfully assumed responsibility from the Parks & Recreation Advisory Board over the past four years to oversee the City’s Community Tourism Matching Grants Award Program and Clackamas County’s Community Partnership Tourism Grants Program, with assistance from Parks & Recreation staff.

During FY 19/20, the grant cycle was put on hold due to the pandemic. It did not appear to be appropriate to offer grants for programs and projects, which could not meet the Governor’s Covid-19 gathering restrictions. The grant process will be on hold, again in FY 20/21 since it is still unclear when the Governor’s orders will be lifted. Staff has included funding in the FY 21/22 budget request to continue the program.

*Authority for recommendation:* *Wilsonville Tourism Development Strategy, May 2014, Action Item 1.5:* Review Wilsonville Tourism Grants Program.

### 2. Implement the FY 20/21 Tourism Promotion Program

**2.1 Tourism Branding Strategy:** The Tourism Promotion and Destination Marketing Consultant contractor has developed an Explore Wilsonville tourism branding strategy. New research information may lead to modifications to the larger, over-arching tourism branding strategy that control key messages, marketing content and design and the look and feel of other promotional advertising products for print or online media.

***Authority for recommendation:** Wilsonville Tourism Development Strategy, May 2014, Action Item 1.1: Develop a destination branding strategy for Wilsonville.*

**3.2 Destination marketing strategy plan:** The committee recommends that a focused tourism and visitor destination-marketing strategy is developed that complements the City's larger branding strategy in order to maximize branding integration and marketing expenditures. The committee recommends advancing this study during FY21/22 if funds become available.

***Authority for recommendation:** Wilsonville Tourism Development Strategy, May 2014, Action Item 4.9: Support the development of all-weather, multi-purpose playing fields for sports tournaments.*



# EXPLORE WILSONVILLE

## 2020 ACTIVITY REPORT

MARCH 22, 2021

**JAYRAY A PLACE TO THINK**  
Branding | Advertising | Strategic Communications

**EXPLORE WILSONVILLE**  
A POCKET (OF FUN)





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## DASHBOARD

- FY 2019-2020 and FY 2020-2021 are baseline years—we will continue to measure to see what is realistic to expect (at this budget level, during a pandemic). Due to Explore Wilsonville program budget reductions (caused by COVID-19 crisis) JayRay's initial scope and services changed, and advertising was put on hold.
- Public relations, email marketing and tourism packages were also paused due to a reduced scope of work.

### 2020 ANNUAL RESULTS

GOALS	RESULTS	TO GOAL
<b>Earned media</b> (# of articles)	2	n/a
<b>New website users</b>	7,611	baseline
<b>Social media reach</b> (Facebook, Instagram, Pinterest)	69,675	baseline
<b>Social media followers</b> (Facebook, Instagram)	1,214	baseline
<b>Avg. email open rate</b>	n/a	n/a
<b>Email list growth</b>	n/a	n/a
<b>Tourism packages</b> (# developed)	1	n/a



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## 2020 RECAP

### JANUARY 2020

JayRay begins management of Explore Wilsonville, the official tourism program for the City of Wilsonville.

### APRIL 2020

COVID-19 pandemic hits. Shutdowns and closures across Oregon and the country. Explore Wilsonville work paused as non-essential travel prohibited.

### MAY 2020

City of Wilsonville reduces scope of work to providing social media services, website maintenance, STR lodging occupancy monitoring and monthly reporting.

- FY19-20 scope budget reduced by 57%
- FY20-21 scope reduced 50%

### JUNE – DECEMBER 2020

JayRay manages Explore Wilsonville to keep key visitor information updated. Tactics included:

- Social media channel management (ongoing), website management (ongoing), key website design updates, media monitoring (ongoing), three-day photo shoot in Wilsonville, STR report and program reporting



EXPLORE WILSONVILLE

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## 2020 TAKEAWAYS

### DESPITE A CHALLENGING YEAR, EXPLORE WILSONVILLE HAD SOME WINS:

- Conducted a successful, masked photoshoot, adding 655 images to the photo library
- Reached over 1.2 million travelers through advertising with “Plan a Future Trip” messaging
- Gained over 18,000 page views on ExploreWilsonville.com, with top content featuring local restaurants
- Developed a social media strategy that increased Instagram followers by 118% and Facebook followers by 220%
- Significantly increased content engagement on Facebook
- Public relations resulted in 33 travel and tourism related articles with a circulation over 36 million
- Updated content across all channels, including website, to be ready for visitors once travel resumed



## MARKETING

### Q3 (Jan-March 2020)

- Placed media buys in Travel Oregon Visitor Guide and Northwest Travel & Life Magazine\* (digital/print package with Travel & Words media show)
- Developed Spring 'Getaway To Oregon' campaign and sweepstakes packages (then **postponed**)
- Email marketing (then **postponed**)

### Q4 (April-June 2020)

- Updated digital ads for Travel Oregon to reflect future planning language
- Fall Northwest Travel & Life Magazine (digital/print package with Travel & Words media show)

### FY20-21, Q1 & Q2 (July-December 2020)

- Updated poster at French Prairie Rest Stop
- Continued ads in Travel Oregon Visitor Guide\*
- Wrote article for Northwest Travel & Life e-newsletter\*
- Half-page ad in Sept/Oct Northwest Travel & Life Magazine\* (print & digital)



\*Pre-paid in February 2020, before pandemic hit

### From the Trail to the Tasting Room in Wilsonville, Oregon

By *Stephanie Partridge* - 10/13/2019



Chimney Rock Farm

Unwind this fall, the Wilsonville way. Soak up autumn colors from a local trail, hit some golf balls or sip at many farm-to-table wineries. Find uncrowded outdoor space and affordable lodging for a stress-free getaway. Stay in the heart of it all, just 16 miles south of Portland. When you're ready to travel again, explore Wilsonville!

Northwest Travel & Life sponsored e-newsletter Q1, Q2



Wine country. Family fun. Wide-open spaces. STAY IN THE HEART OF IT ALL. JUST 16 MILES SOUTH OF PORTLAND.

Plan a future trip: [GetawaytoOregon.com](http://GetawaytoOregon.com) EXPLORE WILSONVILLE!

Northwest Travel & Life Magazine, Q1

EXPLORE WILSONVILLE! WILSONVILLE THE OREGON POCKET TRIPS A POCKET (OF FUN)

SAVE ON LODGING SPEND MORE ON

Fill in the Blank!

Stay in the heart of it all—Wilsonville, Oregon. Planning your getaway is easy with our 5 Pocket Trip itineraries.

Email marketing, Q3

EXPLORE WILSONVILLE

# MARKETING



Poster at French Prairie, Q1



Travel Oregon VG print ad, Q3



Northwest Travel & Life print ad, Q3



Northwest Travel & Life updated digital and print ads, Q4



Travel Oregon digital ad, Q3



## 2020 ADVERTISING PLAN & SCHEDULE

OUTLET	AUDIENCE	RUN DATE	PRINT	DIGITAL	SIZE	CIRCULATION	IMPRESSIONS	REACH
<b>Travel Oregon Visitor Guide*</b>	National	Spring 2020- Spring 2021	x		1/3 page	315,000	--	475,000
<b>TravelOregon.com*</b>	National	4 Seasons Jan '20- Dec '20		x	300x100 horizontal	--	296,310	--
<b>Facebook (canceled)</b>	--	Canceled		x	FB ads feed	n/a	n/a	15M (6,000/ day)
<b>OMHT FB Rebate (canceled)</b>	--							
<b>*Social media boosted posts (April-June canceled)</b>	--	Jan-March 2020		x	Boosted posts	--	--	9,788
<b>NW Travel &amp; Life (May/June issue)</b>	AK, ID, MT, OR, WA, BC	May-June	x	x	Full page ad	300,000	n/a	450,000
<b>NW Travel &amp; Life (Sept/Oct issue)*</b>	AK, ID, MT, OR, WA, BC	Sept-Oct	x	x	Half-page	300,000	--	450,000
<b>NW Travel &amp; Life sponsored e-newsletter*</b>	AK, ID, MT, OR, WA, BC	September		x		2,000	--	--
<b>French Prairie Rest Stop</b>	In-market, I-5 traffic	Sept '20-Aug '21	x		Large Poster Display	--	--	--



\*Pre-paid in February 2020—Advertising in NW Travel & Life Magazine part of Travel & Words Conference registration

EXPLORE WILSONVILLE

8

## WEBSITE

### Ongoing

- Content management (events, listings, media room links, photography)
- Alert management, monitoring tourism closures, health and safety impacts

### Q3 (Jan-March 2020)

- Transferred site host
- Updated all website plug-ins

### Q4 (April-June 2020)

- Support basecamp strategy with new custom illustrated digital locator map showing Wilsonville in “the heart of it all”
- Redesigned homepage to engage visitors
  - Improve mobile experience
  - Promote year-round activity with added featured event, package and blog sections
  - Homepage hero image changes on subsequent visits
- Developed new pages for:
  - Blog, Press & Media, Industry Resources, Packages

### FY20-21, Q1 & Q2 (July-December 2020)

- Content management
- Refreshed photography





# WEBSITE

**GETAWAY TO OREGON  
THE WILSONVILLE WAY**

STAY IN THE HE...  
Enter for a chance to w...  
Wilsonville way. Try our m...  
shopp...

**WINE COUNTRY SWEEPSTAKES**

- + Hotel (2 nights) in the newly renovated Holiday Inn I-5 South
- + Hearty breakfast at the BooneTown Bistro
- + TBD

**TAX-FREE SHOPPING SWEEPSTAKES**

- + Hotel (2 nights) in the newly renovated Holiday Inn I-5 South
- + Hearty breakfast at the BooneTown Bistro
- + TBD

**Travel Advisory**

**WILDFIRE CONDITIONS**

Extreme winds and high heat have caused major wild...  
avoid travel and give space to responding personnel...  
For the latest updates:

- Oregon Wildfire Resources
- Clatsop County Evacuation Map
- City of Wilsonville Wildfire Resources

+ Hotel (2 nights) in the newly renovated Holiday Inn I-5 South

+ Hearty breakfast at the BooneTown Bistro

+ TBD

Spring Campaign landing page (postponed)



**FEATURED EVENT**  
French Prairie Gardens Pumpkin Patch  
Open 8 days a week. Please attend responsibly.

**FEATURED PACKAGE**  
Welcome to Wilsonville!  
Explore Wilsonville with special deals and packages from local hotels and attractions.

**FEATURED BLOG**  
5 Tips to Relax in Wilsonville  
As reopening businesses and working hard to guidelines.

SEE ALL EVENTS >

SEE ALL PACKAGES >

SEE ALL BLOGS >

## DREAM STAYCATION FROM HOLIDAY INN



**READ GOOD TO GO**

**WILDFIRE CONDITIONS**

Extreme winds and high heat have caused major wild...  
avoid travel and give space to responding personnel...  
For the latest updates:

- Oregon Wildfire Resources
- Clatsop County Evacuation Map
- City of Wilsonville Wildfire Resources

+ Hotel (2 nights) in the newly renovated Holiday Inn I-5 South

+ Hearty breakfast at the BooneTown Bistro

+ TBD

SEE ALL EVENTS >

SEE ALL PACKAGES >

SEE ALL BLOGS >

## WEBSITE ANALYTICS

2020													Totals
Metric	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	
New Users	595	648	559	416	563	984	802	854	689	566	377	419	7,452
Users	619	669	582	404	579	998	818	871	701	558	385	427	7,510
Page Views	1,803	1,943	2,058	896	1,323	2,076	2,025	1,868	1,413	1,213	841	940	18,398

Page Views: Page views is the total number of pages viewed. Repeated views of a single page are counted.

Users/New Users: A user is a person who has come to your website. A new user is a first-time visitor to the website during the selected date range.

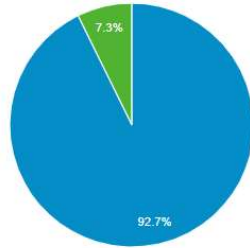
### 2020 MOST POPULAR PAGES

Page	Pageviews	% Pageviews
1. / 	4,386	 23.84%
2. /restaurants-wilsonville-oregon/ 	1,397	 7.59%
3. /pocket-trips/a-day-on-the-willamette-river-in-wilsonville/ 	805	 4.38%
4. /pocket-trips/ 	684	 3.72%
5. /events/ 	499	 2.71%

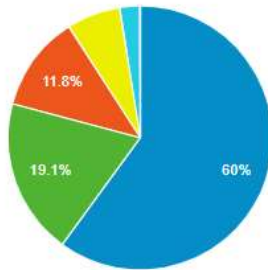


## WEBSITE ANALYTICS

■ New Visitor ■ Returning Visitor



### TOP CHANNELS



■ Organic Search  
 ■ Referral  
 ■ Direct  
 ■ Social  
 ■ Display  
 ■ Paid Search  
 ■ (Other)



## AUDIENCE DEMOGRAPHICS: CITY

City ?	Acquisition		
	Users ? ↓	New Users ?	Sessions ?
	<b>6,745</b> % of Total: 89.81% (7,510)	<b>6,721</b> % of Total: 90.19% (7,452)	<b>7,995</b> % of Total: 91.28% (8,759)
1. <a href="#">Portland</a>	<b>954</b> (13.84%)	930 (13.84%)	1,039 (13.00%)
2. <a href="#">Wilsonville</a>	<b>503</b> (7.30%)	485 (7.22%)	597 (7.47%)
3. <a href="#">Tualatin</a>	<b>436</b> (6.33%)	421 (6.26%)	470 (5.88%)
4. <a href="#">Seattle</a>	<b>312</b> (4.53%)	302 (4.49%)	333 (4.17%)
5. (not set)	<b>311</b> (4.51%)	309 (4.60%)	325 (4.07%)
6. <a href="#">Beaverton</a>	<b>304</b> (4.41%)	297 (4.42%)	332 (4.15%)
7. <a href="#">Tigard</a>	<b>228</b> (3.31%)	223 (3.32%)	249 (3.11%)
8. <a href="#">Salem</a>	<b>163</b> (2.37%)	161 (2.40%)	180 (2.25%)
9. <a href="#">Sherwood</a>	<b>154</b> (2.23%)	148 (2.20%)	169 (2.11%)
10. <a href="#">Irvine</a>	<b>127</b> (1.84%)	127 (1.89%)	130 (1.63%)

## SOCIAL MEDIA

### Ongoing

- Social media program management (sourcing content, scheduling, community management, engagement)
- Monthly and quarterly reporting of social media program

### Q3 (Jan-March 2020)

- Developed social media strategy
- Prepared for social media campaign (postponed)

### Q4 (April-June 2020)

- Leveraged local business stories for content, highlighting Wilsonville area establishments and a 'stay local, shop local' message
- Reduced to 2-3 posts per week due to COVID
- Pinterest paused to due budget reductions

### FY20-21, Q1 & Q2 (July-December 2020)

- Restarted Pinterest channel
- Increased social media posting to 3-4 posts per week



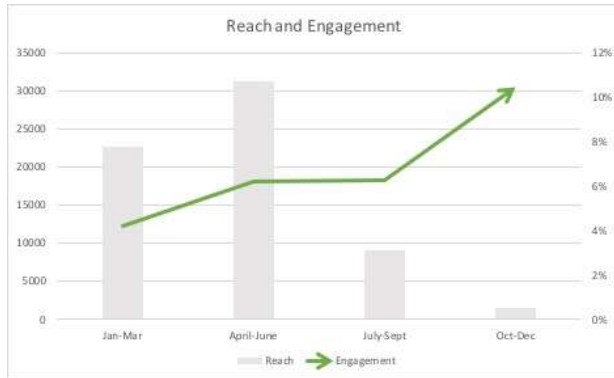


# FACEBOOK ENGAGEMENT

2020													Year-end
Metric	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Engagement* (Engagement %)	4.60%	5.14%	2.8%	11.90%	4.67%	8.19%	2.85%	7.36%	8.66%	3.33%	7.59%	7.30%	6.20% Average
Post Total Reach**	1,773	3,692	17,133	535	7,668	464	7,869	530	635	525	570	395	41,789 Total

\*Engagement is post total reach divided by the number of people who clicked anywhere on Explore Wilsonville posts. Industry standard is .13% (above 1% is good).

\*\*Reach is the total number of people the page's posts were served to



ENGAGEMENT RATE  
SIGNIFICANTLY INCREASED  
& FOLLOWERS GREW  
FROM 199 TO 622 

Total Followers 2020	
Jan	Dec
199 Followers	662  Followers

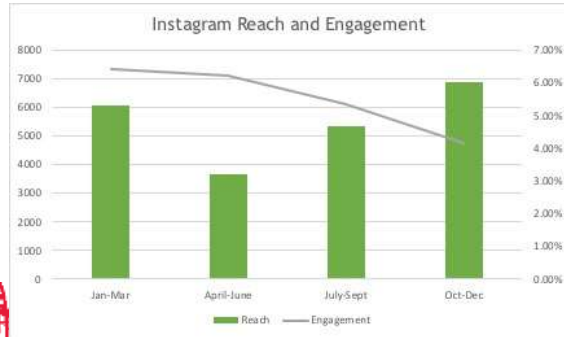


# INSTAGRAM ENGAGEMENT

2020													Year-end
Metric	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Engagement* (Engagement %)	7.10%	6.36%	5.82%	5.80%	6.14%	6.68%	5.90%	5.19%	4.91%	4.26%	4.45%	3.80%	5.53% Average
Average number of likes	16	17	18	19	25	22	23	21.5	22	21	21.4	18.5	20.4 Average
Post Total Reach**	1,512	2,174	2,380	877	1,213	1,595	1,990	1,630	1,738	2,035	2,521	2,344	22,009 Total

\*Engagement rate is based on the likes and comments received divided by the number of followers. Industry standard is 3.31%

\*\*Reach is the total number of people the page's posts were served to



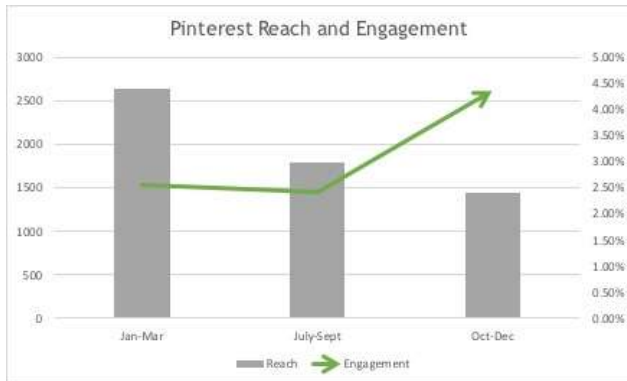
REACH & AVERAGE LIKES INCREASED.

ENGAGEMENT RATE SLIGHTLY DIPPED, DUE TO THE ADVERSE RELATIONSHIP BETWEEN ENGAGEMENT & REACH.

# PINTEREST ENGAGEMENT

2020													Year-end
Metric	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
<b>Engagement*</b> (Engagement %)	2.70%	2.80%	2.17%	Pinterest was paused during Q4 due to budget reductions.			1.86%	3.07%	2.30%	6.36%	4.69%	2.03%	<b>3.11% Average</b>
<b>Post Total Reach**</b>	615	787	1,245				538	685	564	472	576	395	<b>5,877 Total</b>

\*Engagement is the percentage of your pins with at least one repin  
 \*\*Reach is the total number of people the page's posts were served to

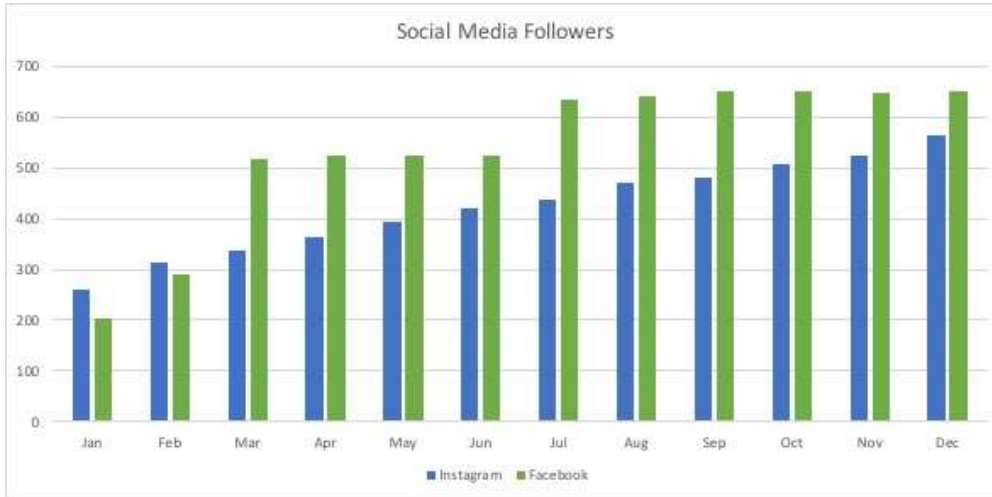


PINTEREST ENGAGEMENT INCREASED AFTER CONSISTENT PRESENCE SINCE JULY AND AFTER THE THREE-MONTH PAUSE.





## SOCIAL MEDIA FOLLOWERS 2020



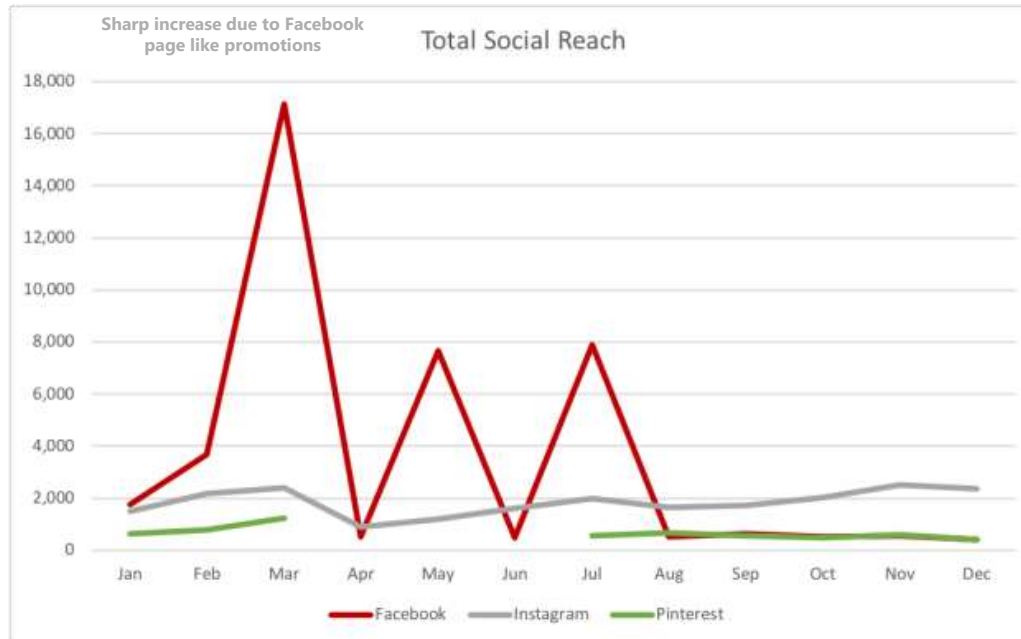
**TOTAL FOLLOWERS: 11,526**


**IG INCREASE: 118%** ↑  
**FB INCREASE: 220%** ↑

*\*Pinterest followers are not tracked or measured. Due to the nature of the platform, it is not an accurate reflection of efforts.*



## SOCIAL MEDIA REACH





# SOCIAL MEDIA DEMOGRAPHIC DATA

*Updated March 1, 2021*

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## FACEBOOK DEMOGRAPHICS

Data on people reached. This is the number of people who had any content from Explore Wilsonville or about Explore Wilsonville enter their screen, grouped by age and gender. These numbers are an estimate.

### AGE RANGE

Most of Explore Wilsonville's Facebook content reaches people who are above the age of 35.

### GENDER

Approximately 81% of Explore Wilsonville's Facebook content reached women, and 18% reached men.

### COUNTRY

A majority are from the United States, followed by Canada and India.

### CITIES

The top five cities for Explore Wilsonville Facebook content are:

1. Portland, OR
2. Salem, OR
3. Vancouver, WA
4. Beaverton, OR
5. Wilsonville, OR



## INSTAGRAM DEMOGRAPHICS

This is the number of people who currently follow Explore Wilsonville on Instagram. These numbers are an estimate.

### AGE RANGE

Most of Explore Wilsonville's Instagram followers are between the ages of 35-44.

### GENDER

Approximately 71% of Explore Wilsonville's Instagram followers are women. 29% are men.

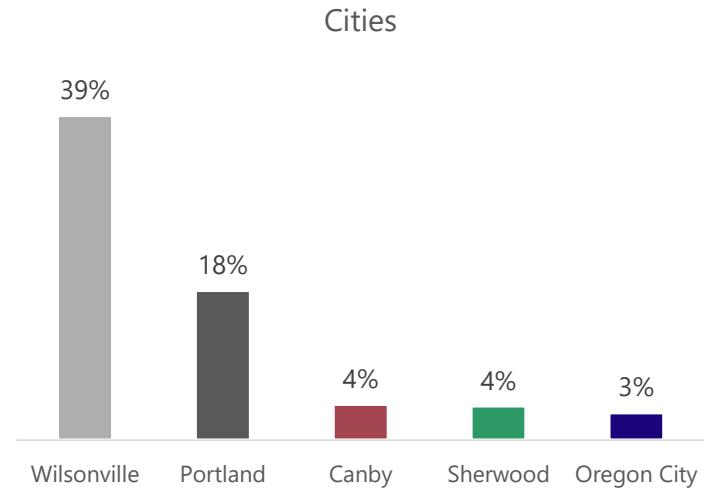
### COUNTRY

A majority (98%) are from the United States, followed by Canada (.6%).

### CITIES

The top five cities for Explore Wilsonville's Instagram are:

1. Wilsonville, OR (39%)
2. Portland, OR (18%)
3. Canby, OR (4.3%)
4. Sherwood, OR (4.1%)
5. Oregon City, OR (3.3%)



## PINTEREST DEMOGRAPHICS

Data on Explore Wilsonville's total Pinterest audience. This includes all users who have seen or engaged with Explore Wilsonville pins. These numbers are an estimate.

### AGE RANGE

Most of Explore Wilsonville's Pinterest audience are between the ages of 18-24.

### GENDER

Approximately 72% of Explore Wilsonville's Pinterest audience are women. 28% are men.

### CITIES

The top five metro areas for Explore Wilsonville's Pinterest audience are:

1. Portland, OR (10.6%)
2. Los Angeles, CA (8.4%)
3. Seattle-Tacoma, WA (5.3%)
4. Dallas-Ft. Worth, TX (5.3%)
5. Washington D.C. (3.5%)

### CATEGORIES AND INTERESTS

The most popular categories for this audience.

*\*Affinity indicates how this audience is interested in a particular category compared to the general Pinterest audience*

Category	Affinity*	% of audience
Home Decor	1.14x	79%
Art	1.22x	67.2%
Food & Drinks	1.24x	63.2%
DIY & Crafts	1.00x	58.5%
Sport	1.57x	56.5%



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## PUBLIC RELATIONS

### Ongoing

- Monitored media clips and article mentions monthly in Cision Media software

### Q3 (Jan-March 2020)

- Subscribed to HARO (Help A Reporter Out) for media opportunities
- Developed PR plan and media lists (**pitching postponed**)
- Secured attendance at Travel & Words (Northwest Travel & Lifestyle Writers Conference) to connect directly with travel writers and promote Wilsonville stories (**postponed to 2021**)

### Q4 (April-June 2020)

- Developed new website page for Press & Media to feature “in the news” stories about Wilsonville and contact details

### FY20-21, Q1 & Q2 (July-December 2020)

- Pitching did not begin in Q1 & Q2 due to budget reductions



## Hilton Garden Inn opens in Wilsonville

Corey Buchanan October 19 2020

The upscale hotel opening was delayed by a few months due to the COVID-19 pandemic



After delays due to the COVID-19 pandemic, the Hilton Garden Inn opened in Wilsonville Monday afternoon, Oct. 19.

The upscale hotel has 118 rooms, a conference room, indoor pool and courts. The city approved the development in 2017 and construction began in 2019. It's located at 30800 S.W. Parkway Ave.

Owner Rohit Sharma previously told Pamplin Media Group he aspires for the hotel to attain a four-star rating and be the nicest hotel in the Portland metro area south of Portland.

## PUBLIC RELATIONS

EXPLORE WILSONVILLE PR COVERAGE 2020			
	Number of Articles	Circulation	Number Influenced
January	-	-	-
February	3	4,866,382	-
March	48	5,751,379	-
April	32	4,043,471	-
May	31	9,017,943	1
June	6	337,345	-
July	8	664,864	-
August	5	605,315	-
September	9	2,524,859	1
October	6	7,493,838	-
November	7	380,519	-
December	3	508,371	-
<b>TOTAL</b>	<b>33</b>	<b>36,214,086</b>	<b>2</b>



*Proactive media pitching did not start in 2020 due to budget reductions*



# NOTABLE MEDIA COVERAGE

## Wilsonville Farmers Market returning Thursday

▲ Corey Buchanan Monday, June 15, 2020

The market will take place in Town Center Park rather than Sofia Park this year.



FOOD & WINE

## Chick-fil-A food truck now pops up regularly in the Salem-Keizer area

Emily Teel Salem Statesman Journal  
Published: 8:00 a.m. PT Dec. 2, 2020



Customers wait in line to order at the Chick-fil-A food truck in McMinnville on Tuesday. The food truck is popping up daily in towns throughout the Mid-Valley, but not on Sundays.

How far would you drive for a cult favorite fried chicken sandwich? Chick-fil-A fans can now slash that distance considerably. A big, red food truck is bringing that beloved – and at times controversial – sandwich to towns throughout the Mid-Willamette Valley.

## OREGON BREWERIES BEER-TO-GO OPTIONS

by Christina L. | Nov 19, 2020 | Uncategorised

Looking for local craft brewery options for beer and/or food to go to help get you through the "Freeze"? Click the link below to access our online Google document easily.

Vesta Hospitality to Manage New Hilton Garden Inn Wilsonville Portland

## Wilsonville officials grapple with tourism impacts of pandemic

▲ Corey Buchanan Thursday, May 21, 2020

World of Speed and Wilsonville Lanes have closed permanently while a future entertainment complex has been put on hold during the COVID-19 crisis.



Local officials say World of Speed is ready to reopen.

Entertainment options and regional draws in Wilsonville

First there was the closure of Wilsonville Lanes. The ci

## Local Breweries Are Beginning to Offer Store-to-Door Delivery Service

Leikam, Little Beast and StormBreaker are among the first beer producers in Portland to bring their product to your home.

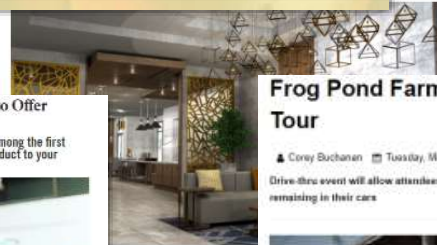


Little Beast Brewing offers home delivery.

By Jeff Havelle | Published: March 17, 2020 | Updated: April 14, 2020

Seemingly every form of entertainment in Oregon and Washington shut down for the next four weeks, from bars and restaurants to movie theaters to museums, not surfing, it seems, can stop our beer industry cold.

In the midst of the coronavirus pandemic, a growing number of breweries are turning to home delivery, with Leikam Brewing, Little Beast Brewing and StormBreaker Brewing among the first producers in Portland to begin offering to bring beer directly to your doorstep.



## Frog Pond Farm to host Safari Farm Tour

▲ Corey Buchanan Tuesday, May 19, 2020

Drive-thru event will allow attendees to visit animals at the Wilsonville farm while remaining in their cars.



Frog Pond Farm, which has been closed for months due to restrictions to prevent the spread of the virus, is looking to bring this seasonal drive-thru event.

## PHOTO SHOOT

### OVERVIEW:

- 3-day photo shoot, masked up
- Andrea Johnson Photography
  - Previous experience with Explore Wilsonville
  - Second photographer included
- 24 locations with 15+ volunteer models around greater Wilsonville area

### GOAL:

To increase the Explore Wilsonville photo library with more variety of locations, people and activities. Photos to help us more effectively tell the story of Wilsonville on- and off-line and show masked travel.

### SCHEDULE:

	Wednesday, October 14	Thursday, October 15	Friday, October 16
8 a.m.	Town Center	Memorial Park (along water)	Boones Ferry Park/Marina
	Corner Coffee Shoppe	Tollen Farm & Garden Shop	Champoeg State Park
	Oregon Korean War Memorial	Kitchen at Middleground Farms	Aurora Colony Museum
	Dar Essalam	Abella Italian Kitchen	Pacific Hazelnut Farms & Candy Factory
	Holiday Inn I-5 South	Ordnance Brewing Taproom	Aurora Antique District
	Coffee Lake Wetlands)	Charbonneau Golf Club	Aurora Colony Vineyards & Winery
	Terra Vina Wines Vineyard	Old Town Square	French Prairie Gardens
6 p.m.	Graham Oaks Nature Park	McMenamins Wilsonville Old Church & Pub	Lady Hill Winery



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# PHOTO SHOOT

October 14-16, 2020





# STR REPORT

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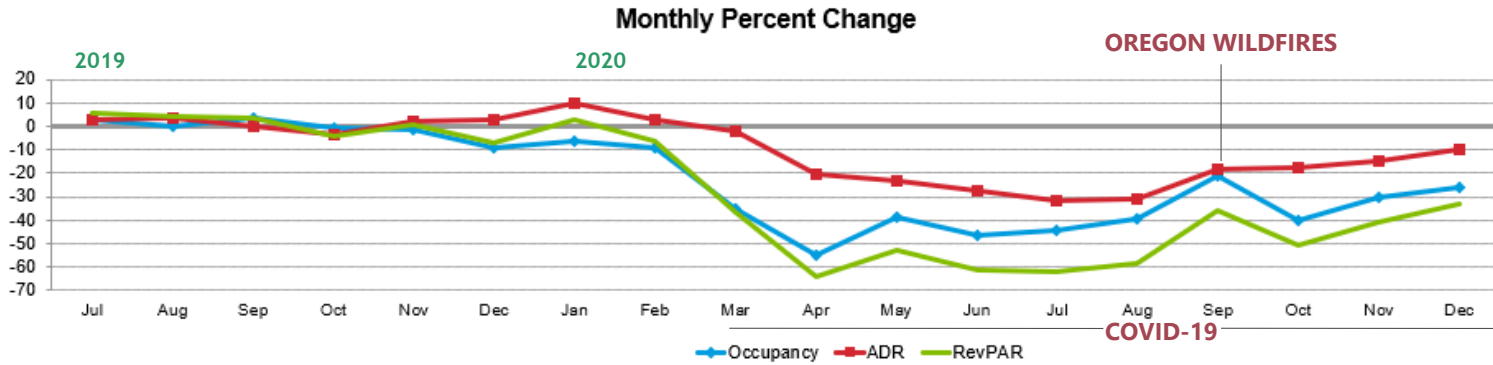
## STR REPORT GLOSSARY

- Occupancy:
  - Percentage of available rooms sold during a specified time period. Occupancy is calculated by dividing the number of rooms sold by rooms available.  
$$\text{Occupancy} = \text{Rooms Sold} / \text{Rooms Available}$$
- Revenue per available room (RevPAR):
  - Total room revenue divided by the total number of available rooms. See Room Revenue, Rooms Available.  
$$\text{Room Revenue} / \text{Rooms Available} = \text{RevPAR}$$
- Demand:
  - The number of rooms sold in a specified time period (excludes complimentary rooms).
- Revenue:
  - Total room revenue generated from the guestroom rentals or sales.
- Average daily room rate (ADR):
  - A measure of the average rate paid for rooms sold, calculated by dividing room revenue by rooms sold.  
$$\text{ADR} = \text{Room Revenue} / \text{Rooms Sold}$$



Source: <https://str.com/data-insights/resources/glossary/>

# STR REPORT – WILSONVILLE



## STR REPORT – WILSONVILLE

COVID-19

Occupancy												
	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
<b>2020</b>	<b>53.7%</b>	<b>56.4%</b>	<b>43.3%</b>	<b>32.1%</b>	<b>43.8%</b>	<b>42.4%</b>	<b>44.6%</b>	<b>49.6%</b>	<b>60.2%</b>	<b>40.9%</b>	<b>39.9%</b>	<b>37.3%</b>
2019	57.1%	62.0%	66.7%	71.0%	71.1%	79.4%	80.7%	81.8%	76.4%	68.3%	57.3%	50.5%
% change	-6.1	-9.1	-35.1	-54.9	-38.4	-46.7	-44.8	-39.4	-21.2	-40.2	-30.4	-26.1

RevPAR												
	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
<b>2020</b>	<b>\$45.02</b>	<b>\$46.30</b>	<b>\$35.58</b>	<b>\$22.63</b>	<b>\$31.20</b>	<b>\$32.92</b>	<b>\$35.20</b>	<b>\$38.32</b>	<b>\$48.21</b>	<b>\$29.63</b>	<b>\$29.19</b>	<b>\$26.35</b>
2019	\$43.75	\$49.48	\$56.19	\$63.06	\$65.82	\$84.81	\$93.44	\$91.56	\$74.89	\$60.13	\$49.11	\$39.50
% change	2.9	-6.4	-36.7	-64.1	-52.6	-61.2	-62.3	-58.1	-35.6	-50.7	-40.6	-33.3

Demand												
	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
<b>2020</b>	<b>8,267</b>	<b>7,845</b>	<b>6,673</b>	<b>4,779</b>	<b>6,746</b>	<b>6,317</b>	<b>6,871</b>	<b>7,639</b>	<b>8,979</b>	<b>7,790</b>	<b>7,360</b>	<b>7,105</b>
2019	9,920	9,727	10,283	10,591	10,958	11,843	12,437	12,603	11,388	10,522	8,547	7,774
% change	-16.7	-19.3	-35.1	-54.9	-38.4	-46.7	-44.8	-39.4	-21.2	-26.0	-13.9	-8.6

Revenue												
	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
<b>2020</b>	<b>\$693,578</b>	<b>\$644,299</b>	<b>\$548,233</b>	<b>\$337,485</b>	<b>\$480,668</b>	<b>\$490,812</b>	<b>\$542,362</b>	<b>\$590,417</b>	<b>\$718,761</b>	<b>\$564,854</b>	<b>\$538,496</b>	<b>\$502,374</b>
2019	\$759,435	\$775,923	\$865,767	\$940,291	\$1,014,158	\$1,264,487	\$1,439,682	\$1,410,604	\$1,116,605	\$926,380	\$732,269	\$608,523
% change	-8.7	-17.0	-36.7	-64.1	-52.6	-61.2	-62.3	-58.1	-35.6	-39.0	-26.5	-17.4



## STR REPORT – TROUTDALE (FOR COMPARISON)

2020-TROUTDALE	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Occupancy %</b>	56.8%	66.5%	41.3%	30.3%	26.1%	32.5%	50.80%	58.5%	67.2%	62.6%	49.3%	51.8%
<b>RevPAR</b> (revenue per avail room)	\$46.42	\$56.25	\$32.23	\$20.20	\$19.73	\$26.44	\$43.09	\$47.80	\$55.74	\$44.37	\$35.93	\$36.57
<b>Demand</b>	8,643	9,139	6,282	2,310	2,975	4,785	7,736	8,911	9,904	9,532	7,269	7,887
<b>Revenue</b>	\$706,610	\$773,298	\$490,566	\$153,891	\$225,105	\$389,471	\$655,915	\$727,559	\$820,981	\$735,878	\$529,256	\$566,739





## STR REPORT – WILSONVILLE

JAN-DEC 2020 - WILSONVILLE		JAN-DEC 2019 - WILSONVILLE	
Occupancy %: 44.5% Average	Demand: 86,371 Total	Occupancy %: 68.4% Average	Demand: 126,593 Total
RevPAR (revenue per available room): \$34.60 Average	Revenue: \$6,652,340 Total	RevPAR (revenue per available room): \$64.03 Average	Revenue: \$11,854,125 Total



Total Properties: 9



Total Rooms: 615

**OCCUPANCY AVERAGE DOWN 23.9%  
COMPARED TO 2019**

ALL TRACKED METRICS ARE DOWN COMPARED  
TO 2019, DUE TO COVID-19 PANDEMIC

JAN-DEC 2020 - TROUTDALE		JAN-DEC 2019 - TROUTDALE	
Occupancy %: 50.7% Average	Demand: 85,366 Total	Occupancy %: 72.4% Average	Demand: 129,745 Total
RevPAR (revenue per available room): \$40.26 Average	Revenue: \$6,775,612 Total	RevPAR (revenue per available room): \$70.46 Average	Revenue: \$12,627,246 Total



Total Properties: 8



Total Rooms: 491




**TROUTDALE PERFORMED  
10-20% HIGHER THAN WILSONVILLE**






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**RESOLUTION NO. 2899**

**A RESOLUTION AND ORDER AMENDING RESOLUTION NO. 2882 TO FURTHER EXTEND THE LOCAL STATE OF EMERGENCY AND EMERGENCY MEASURES, AS AUTHORIZED BY RESOLUTION NO. 2803.**

WHEREAS, pursuant to Oregon Revised Statutes (ORS) 401.309 and ORS 401.305, as well as Wilsonville's own Wilsonville State of Emergency Resolution No. 1959, the City enacted Resolution 2803 on March 16, 2020 in response to the COVID-19 Coronavirus pandemic; and

WHEREAS, on April 6, 2020, the City enacted Resolution No. 2807 to extend the declared State of Emergency until May 31, 2020; and

WHEREAS, on June 1, 2020, the City enacted Resolution No. 2818 to extend the declared State of Emergency until July 21, 2020; and

WHEREAS, on July 20, 2020, the City enacted Resolution No. 2834 to extend the declared State of Emergency until September 11, 2020; and

WHEREAS, on September 10, 2020, the City enacted Resolution No. 2844 to extend the declared State of Emergency until November 3, 2020; and

WHEREAS, on October 19, 2020, the City enacted Resolution No. 2858 to extend the declared State of Emergency until December 31, 2020; and

WHEREAS, on December 7, 2020, the City enacted Resolution No. 2864 to extend the declared State of Emergency until February 2, 2021; and

WHEREAS, on January 4, 2021, the City enacted Resolution No. 2870 to extend the declared State of Emergency until March 15, 2021; and

WHEREAS, on March 15, 2021, the City enacted Resolution No. 2882 to extend the declared State of Emergency until May 17, 2021; and

WHEREAS, it is reasonable and prudent to anticipate that significant City resources will continue to be needed to respond to the COVID-19 threat for the foreseeable future and beyond the expiration date set forth in Resolution No. 2870; and

WHEREAS, pursuant to Executive Order 20-24, the Governor of Oregon extended the State of Emergency Declaration through July 6, 2020; and

WHEREAS, pursuant to Executive Order 20-30, the Governor of Oregon again extended the State of Emergency Declaration, through September 4, 2020; and

WHEREAS, pursuant to Executive Order 20-38, the Governor of Oregon again extended the State of Emergency Declaration for COVID-19, through November 3, 2020, with the possibility of a further extension that is reasonably anticipated to occur; and

WHEREAS, pursuant to Executive Order 20-59, the Governor of Oregon again extended the State of Emergency Declaration for COVID-19, through January 2, 2021, with the possibility of a further extension that is reasonably anticipated to occur.

WHEREAS, pursuant to Executive Order 20-67, the Governor of Oregon again extended the State of Emergency Declaration for COVID-19, through March 3, 2021, with the possibility of a further extension that is reasonably anticipated to occur.

WHEREAS, pursuant to Executive Order 21-05, the Governor of Oregon again extended the State of Emergency Declaration for COVID-19, through May 2, 2021, with the possibility of a further extension that is reasonably anticipated to occur.

WHEREAS, pursuant to Executive Order 21-10, the Governor of Oregon again extended the State of Emergency Declaration for COVID-19, through June 28, 2021, with the possibility of a further extension that is reasonably anticipated to occur.

**NOW, THEREFORE**, the Wilsonville City Council declares as follows:

In order to help ensure citizen safety by rapid response, the City Council hereby extends the expiration date of the Wilsonville Emergency Declaration, initially made pursuant to Resolution No. 2803, through July 19, 2021, with the possibility of further extension, unless otherwise earlier terminated by the City Council.

**ADOPTED** by the Wilsonville City Council at a regular meeting thereof this 17<sup>th</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  
CITY COUNCIL MEETING MINUTES**

---

A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:00 p.m. on Monday, May 3, 2021 Mayor Fitzgerald called the meeting to order at 7:00 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  
Councilor West – Arrived 7:03 p.m.  
Councilor Linville

Staff present included:

Bryan Cosgrove, City Manager  
Jeanna Troha, Assistant City Manager  
Barbara Jacobson, City Attorney  
Kimberly Veliz, City Recorder  
Beth Wolf, Systems Analyst  
Zoe Monahan, Assistant to the City Manager  
Andy Stone, IT Director

Motion to approve the order of the agenda.

**Motion:** Councilor Linville moved to approve the order of the agenda as submitted. Councilor Lehan seconded the motion.

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

**SUMMARY OF VOTES**

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

**COMMUNICATIONS**

A. None.

**CITY OF WILSONVILLE  
CITY COUNCIL MEETING MINUTES**

---

**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.

There was no public input.

**COUNCILOR COMMENTS**

A. Council President Akervall

Councilor Akervall reported on Monday, April 26, 2021 she attended the Willamette Intake Facilities (WIF) Commission board meeting and would attend the next meeting schedule in three months.

Ms. Akervall reminded that LetsTalkWilsonville.com has a variety of surveys for community members to provide their input to the City. In particular, she encouraged community members to take part in the Library Usage Survey, which is open until May 15, 2021.

Lastly, Ms. Akervall reported she planned to attend League of Oregon Cities (LOC) Symposium on Friday, May 7, 2021.

B. Councilor Lehan

Councilor Lehan recalled that she and the Mayor interviewed applicants for the Diversity, Equity and Inclusion (DEI) Committee last week and would continue to do so this week.

Ms. Lehan provided updates from the following meetings she attended:

- Tourism Promotion Committee held on April 27, 2021
- Oregon Heritage Tree committee held on April 30, 2021
- Willamette Falls and Landings Heritage Area Coalition (WFLHAC)

Ms. Lehan reminded that May is Cemetery Month and shared Scouts would be placing flags on the gravesite of veterans at Pleasant View Cemetery on Thursday, May 27, 2021.

C. Councilor West

Councilor West shared he did not have comments tonight but would have items to report on at the next City Council meeting.

D. Councilor Linville

Councilor Linville attended the C4 Metro Subcommittee held on Wednesday, April 21, 2021.

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

---

Ms. Linville presented to the Wilsonville Rotary on Thursday, April 22, 2021 along with Chamber of Commerce CEO Kevin Ferrasci O'Malley. The presentation was on how the City and Chamber have collaborated to assist small businesses during the pandemic.

She also, participated in the Healthy Aging Town Hall hosted by Representative Courtney Neron held on Saturday, May 1, 2021. Ms. Linville announced she made a commitment on behalf of the City that if there were vaccination clinics setup at local pharmacies the City would assist with communicating that information to the public.

Commended the Wilsonville Alliance for Inclusive Community (WAIC) for their collaboration with Clackamas County to help with COVID vaccination outreach, particularly for their efforts with outreach in the Latinx community.

Announced the Clackamas Community College Wilsonville campus would be offering second doses of the vaccines until June 9, 2021.

Ms. Linville provided an update on the status of House Bill 2564, which establishes Willamette Falls Locks Authority as public corporation.

Announced she planned to attend the following upcoming meetings:

- Wilsonville-Metro Community Enhancement Committee meeting
- Greater Portland Inc. (GPI) meeting on May 12, 2021

**CONSENT AGENDA**

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

**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.

**B. Resolution No. 2893**

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

**C. Resolution No. 2894**

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

**D. Minutes of the April 19, 2021 City Council Meeting.**

**Motion:** Councilor Lehan moved to approve the Consent Agenda as read. Councilor Akervall seconded the motion.

**Vote:** Motion carried 5-0.



**CITY OF WILSONVILLE  
CITY COUNCIL MEETING MINUTES**

---

**SUMMARY OF VOTES**

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

**NEW BUSINESS**

A. None.

**CONTINUING BUSINESS**

A. None.

**PUBLIC HEARING**

A. None.

**CITY MANAGER'S BUSINESS**

Reminded Council of their upcoming goal setting scheduled for May 14 -15, 2021.

**LEGAL BUSINESS**

No Report.

**ADJOURN**

Mayor Fitzgerald adjourned the meeting at 7:35 p.m.

Respectfully submitted,

---

Kimberly Veliz, City Recorder

ATTEST:

---

Julie Fitzgerald, Mayor



APRIL 2021

# MONTHLY REPORT

## From The Director's Office

Greetings!! Twenty-three years ago when I was pretty new in my capacity as an Assistant Planner in Wilsonville, I was eager to make things happen to engage and celebrate the community. Upon arriving to this area, I remember being amazed at the beauty of the landscape—the rivers and hills, lush fertile valley, backdrop of mountains, and the trees! Trees were everywhere and really defined the heart of the community. It was at this time that I learned of the National Arbor Day Foundation and its Tree City USA designation. I thought to myself, “We have to be one of those communities who recognizes the importance of the value of our urban trees and all of the benefits that they provide. We need to place signs at all of our points of entry to let all who live and visit here know that we care about, prioritize, and value our community trees.” I spoke to Stephan Lashbrook, the Planning Director at the time, and was given the green light to nominate the City of Wilsonville for this special designation.



I was so excited upon receipt of the City's first Tree City USA designation. Before the title could be bestowed on the community, however, there were four requirements. First, the City needed an urban forestry ordinance, which had just been passed by City Council. Second, City Council read a proclamation recognizing the first full week of April as Arbor Week as it is in the State of Oregon. Third, expenditures on tree related activities needed to equal \$2 per resident. Finally, there was a requirement for an Arbor Day tree planting event and celebration. So, I got to work.

For the very first Arbor Day celebration, I knocked on the door of local tree planting legend Frank Lockyear. Frank founded Re-Tree International, a global non-profit entity who planted trees and reforested lands across the globe. I thought a person of his stature would surely be willing to help a fellow tree hugger with his home town's first Arbor Day celebration. Frank set me up with a wide variety of tree species that were planted at the entry to Memorial Park for the City's first Arbor Day Celebration.

Today, Wilsonville is recognized as a city of trees and has earned 23 consecutive Tree City USA designations, including 11 Growth Awards resulting in a Sterling Tree City USA designation. Our community trees are a defining element of the city that residents have fostered over many years resulting in one element of the high quality of life that the residents of Wilsonville experience.

Respectfully submitted,

Chris Neamtzu, AICP  
Community Development Director

## Building Division

### From a Permit Technician’s Perspective—Reports and Numbers

The Building Division provides statistical data reports to multiple agencies outside of Wilsonville on a monthly, quarterly, and annual basis. The City’s permit tracking system tracks construction related improvements for commercial and residential construction projects such as new structures, remodels, additions, or tenant improvements. Other agencies find this information useful and necessary in order to plan activities or complete their tasks.

Wilsonville provides monthly building permit data to Clackamas County and Washington County to assist in establishing property values for tax assessment purposes. Since plans are public records, staff from the Clackamas County Assessor’s office frequently request to see the approved permit records (including building plans) in order to accurately establish the building square footage and other assessment criteria. Assisting Clackamas County staff in finding the documents they need is a part of the customer service that Permit Technicians provide.

Additionally, permit data is provided through monthly and weekly reports to area school districts, Metro, and even the United States Government. We have even received a letter from the President of the United States about our reporting—this is really something! The importance of providing accurate permit data in a timely manner to all these outside parties is at the front of my mind as the first of each month rolls around.

The data collected today has evolved from when I began as a Permit Technician in 2003. At that time, the data was very simplistic. Now, the additional statistics we track have become more complex and defined as specific information is needed for budgeting, forecasting workload, projecting development activity, and many other additional needs.

—Becky White, Permit Technician

Wilsonville Building Division						
Inspections	Jan	Feb	Mar	Apr	May	Jun
2006	729	972	1,220	987	1,435	639
2007	319	361	401	250	629	804
2008	424	647	344	375	419	311
2009	344	279	312	286	258	332
2010	184	274	373	319	405	356
2011	225	211	329	321	344	430
2012	299	266	484	349	328	415
2013	337	357	467	573	638	598
2014	363	365	469	580	725	716
2015	597	648	791	919	886	855
2016	662	875	699	834	884	952
2017	642	745	999	932	1,100	1,010
2018	549	587	654	615	659	617
2019	381	401	532	419	305	576
2020	318	325	369	269	273	301
2021	372	336	467			
1&2 Family Plan Reviews	Jan	Feb	Mar	Apr	May	Jun
2006	22	23	20	25	28	24
2007	3	4	6	12	17	37
2008	1	6	2	12	10	6
2009	3	2	7	7	8	3
2010	2	5	5	9	7	6
2011	4	9	9	1	12	9
2012	2	11	4	11	19	7
2013	9	49	13	26	33	26
2014	17	13	31	50	34	33
2015	39	31	32	64	32	34
2016	18	17	19	11	62	6
2017	26	23	12	7	26	12
2018	12	8	2	8	4	2
2019	7	2	3	23	9	19
2020	13	7	2	4	5	36
2021	14	11	14			

Sample of one of the many reports the Building Division maintains. This snapshot shows the number of inspections and residential plan reviews done each month since 2006.



New residential construction in Villebois is one example of information tracked and reported for various agencies.

## Engineering Division, Capital Projects

### **5th Street/Kinsman Road Extension (1139/2099/4196)**

This project involves the design and construction of the extension of 5th Street and Kinsman Road between Boones Ferry Road and Wilsonville Road, including water, sewer, storm, franchise utility extension, and the installation of a portion of the Ice Age Tonquin Trail. Construction is underway with site clearing along the 5th Street alignment progressing (pictured right). Sewer installation is expected to begin in May. Construction will continue through January 2023.



### **Boberg Diversion Structure Replacement (2100)**

This project replaces the outdated Boberg Road wastewater diversion structure to improve wastewater collection system functionality and ensures available capacity for upstream development in the Coffee Creek and Basalt Creek areas into the future. Design work is continued through April 2021, with construction occurring in summer 2021.

### **Boeckman Dip Bridge (4212/7065)**

Staff presented to City Council on April 19 to provide a project update and recommended design alternative. Work continues on the hydraulic evaluation of Boeckman Creek.



### **Elligsen Well Facility Rehab and Upgrades (1083)**

This project addresses upgrades and repairs needed to correct deficiencies in the Elligsen well house, including piping, electrical, instrumentation and controls, and mechanical systems. Design work started in January 2021 and will continue through the summer. Construction work is tentatively scheduled to begin late summer and continue through fall 2021.

### **Garden Acres Road (4201)**

This project involves the design and construction of Garden Acres Road from a rural local access road to an urban industrial roadway as part of the Coffee Creek Industrial Area plan and includes Willamette Water Supply Program segment PLM\_1.2 of the 66" water transmission pipe. The WWSP 66" raw water pipeline work is complete. Roadway construction on Garden Acres Road is complete. Before and after of Ridder Road is shown below. Final corrective work is underway with final completion expected by the end of May.



## Engineering Division, Capital Projects

### I-5 Pedestrian Bridge (4202)

This project involves the design and preparation of construction documents for a pedestrian and bicycle bridge over Interstate 5 from Town Center Loop West to Boones Ferry/Barber Street. The design team is proceeding with 60% design of the bridge and plaza based on Planning Commission and City Council feedback in March. Preliminary 60% design documents are expected in June 2021.

### Memorial Park Pump Station (2065)

This project involves replacing and relocating the wastewater pump station in Memorial Park. The contract was awarded to McClure and Sons. Construction began in July and is anticipated to be completed in June 2021.

### Old Farm Road Phase I (1500/2500/4500/7500)

This project includes paving, storm sewer, sanitary sewer, and water line improvements to Old Farm Road, Arbor Glen Loop, and Arbor Glen Court in the Charbonneau development. The contract was awarded to Braun Construction in April, and construction is anticipated to be completed by December 2021.

### Raw Water Facility Improvements

This project is a capital improvement project under management of the Willamette Water Supply Commission and Tualatin Valley Water District. Improvements include seismic upgrades to the existing intake facility and river embankment and installation of a 66-inch raw water pipe and 8-inch domestic City water pipe. Onsite construction has been taking place with grading and the removal of site soils.

### Rivergreen & Corral Creek Lift Stations (2105)

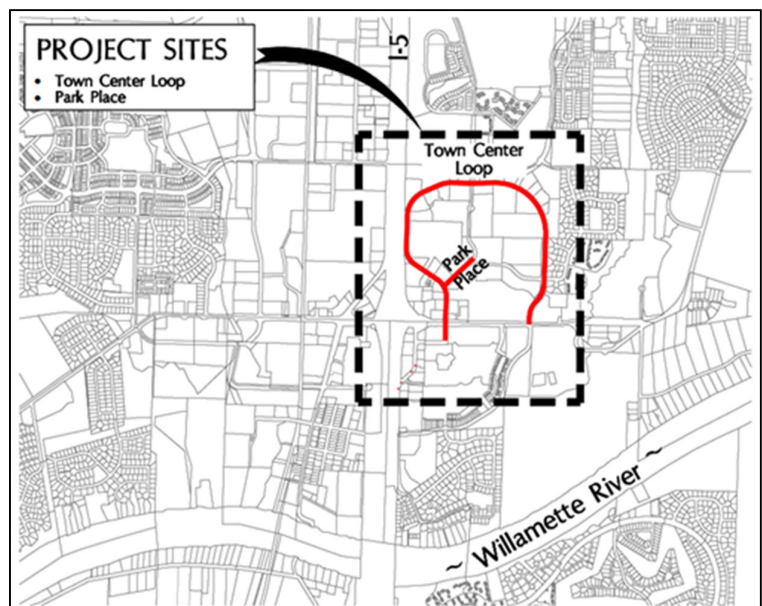
This project involves upgrading the Rivergreen and Corral Creek wastewater lift stations. The design contract was awarded to Murraysmith. Design will be completed by December 2021, with construction anticipated for completion in 2022.

### Street Maintenance Project 2021 (4014/4118/4725)

The 2021 Street Maintenance Project had its bid opening on April 21. Staff anticipate bringing a construction contract to Council in May for authorization to award. Construction is anticipated to begin in June on Town Center Loop and Park Place (shown right).

### WTP Expansion to 20 MGD (1144)

This project will expand the Water Treatment Plant (WTP) capacity to 20 MGD and incorporate related WTP capital improvements. A CMGC alternative contracting method was approved by City Council. An engineering contract was awarded in July. The 30% design is complete, to be followed by a CMGC solicitation process. Final design will be completed in coordination with the CMGC in 2021, followed by construction through 2022-2023.

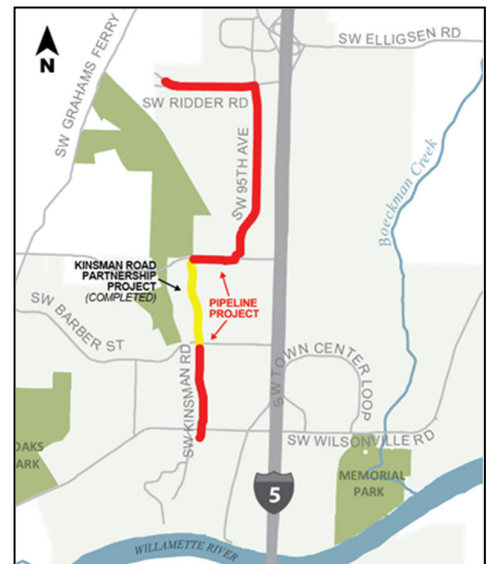
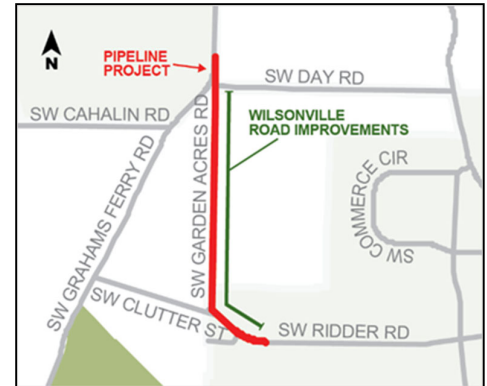
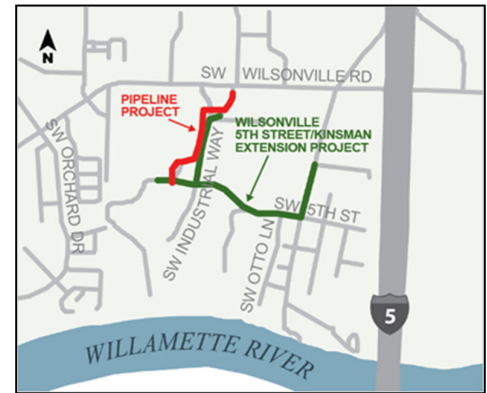


## Engineering Division, Capital Projects

### WWSP Coordination (1127)

Ongoing coordination efforts continue with the Willamette Water Supply Program. Here are the updates on major elements within Wilsonville:

- Phase 1, Wilsonville Road (PLM 1.1)** The Willamette Water Supply Program's (WWSP) PLM\_1.1 project consists of 1,400 feet of 66-inch diameter pipeline that began construction in the fall of 2019. The pipeline starts near the Willamette River Water Treatment Plant property. It ends at Kinsman Road just south of the Kinsman Road and Wilsonville Road intersection.
  - Construction work is complete with minor corrective work to occur over the next couple of months.
- Phase 2, Garden Acres Road to 124th (PLM 1.2)** The WWSP partnered with Wilsonville to construct the PLM\_1.2 pipeline with the City's Garden Acres Road Improvements Project.
  - Moore Excavation, Inc. has constructed 3,600 feet of 66-inch pipeline along Garden Acres Road from Ridder Road to just beyond Day Road. Their work included a trenchless undercrossing of Day Road.
  - Pipeline construction is complete. Final paving on Grahams Ferry Road is complete. Minor corrective work will occur over the next few months.
- Phase 3, Wilsonville Road to Garden Acres Road (PLM 1.3)** The WWSP is coordinating with the City of Wilsonville to construct 12,200 feet of a 66-inch water pipeline from just south of the Wilsonville Road and Kinsman Road intersection to Garden Acres Road. It will connect the remaining portion of the pipeline through Wilsonville and it follows Kinsman Road, Boeckman Road, 95th Avenue, and Ridder Road.
  - Construction of the PLM\_1.3 pipeline is anticipated to begin in February 2022, with completion in 2024.
  - 60% design plans have been submitted and are under review.



### WWTP Master Plan (2104)

This project will evaluate capacity of Wastewater Treatment Plant (WWTP) processes to accommodate projected growth and regulatory changes. A prioritized capital improvement plan and budget will be developed. The engineering contract was awarded in May 2020 and the project is anticipated to be completed by fall 2021.

## **Engineering Division, Private Development**

### **Charbonneau Activities Center**

The building that was originally the site of the McCormick and Schmick's restaurant has been demolished; a new two-story activity center will be built on the site. The project involves a new stormwater facility and utility connections. The project is currently under plan review.

### **Coffee Creek Logistics Center (Panattoni Warehouse)**

This project is located on the southwest corner of Clutter Road and Garden Acres Road. The designers are finalizing bond, fee, and schedule items.

### **DP Nicoli**

This project received its Certificate of Occupancy and has started the two year maintenance period.

### **Fir Avenue Commons**

This is a ten-unit condominium development in Old Town and it is nearing completion. Several items need to be addressed on the punchlist.

### **Frog Pond Ridge**

Plans for this 69-lot subdivision north of Frog Pond Meadows are currently under review.

### **Grace Chapel**

This project involves the remodel and expansion of the south building of the former Pioneer Pacific College, along with the rerouting of a major storm drain line. The contractor is working on the final punchlist.

### **Northstar Contractor Establishment—Clay Street**

This project is located in Washington County and onsite improvements are subject under the Washington County permit. The street improvements are under the City of Wilsonville permit. The contractor has finished the right-of-way improvements and is working on the final walk-through.

### **Parkway Woods**

This project involves a parking lot update and building modifications at the Xerox campus (formerly Tektronix). A series of stormwater planters will be included to bring the parking lot up to today's standards.

### **Regional Park 7&8**

This is a regional park from Barber Street along Coffee Lake Drive to Villebois Drive. The pedestrian paths, storm level spreader, and open space are nearing completion.

### **Siena at Villebois Fire Reconstruction**

Onsite construction is steady at Siena at Villebois. The contractor has a few items to fix before the final walk-through.

### **SSI Shredding**

Site plans have been submitted for two additional structures on the existing site, along with sidewalk, sanitary, and water additions. The design company is finalizing bond, fee, and schedule items

### **Wood Middle School**

Additions to Wood Middle School will require a stormwater facility. The project is currently under plan review.

## Engineering Division, Natural Resources

### World Water Day and Earth Day

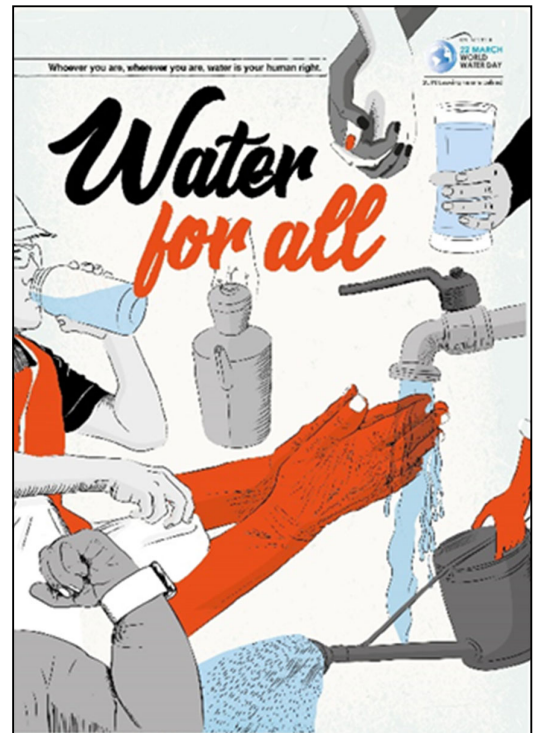
With the rush of daily routines and the other things that fill our days, it is easy to forget the delicate balance that sustains our home—planet Earth. The beauty we see every day—whether it be a blue sky, or flowers in bloom, or a hummingbird in flight—are dependent on a healthy planet. We all have a role in sustaining and caring for this wonderful world. And what could be more important to living on this planet than water? Water makes up 70% of the Earth's surface, but only a small percentage is available to use and drink.

In March, to celebrate World Water Day (March 22), staff posted on social media the following message:

“Let's raise a glass (of water, of course) to toast the Willamette River—the City's drinking water source—which flows 187 miles from Springfield north to the Columbia River.”

In April, to celebrate Earth Day (April 22), staff posted on social media the following suggestions:

1. Pick up neighborhood trash
2. Plant a tree
3. Go car-free when you can
4. Attract pollinators by planting native blooming plants
5. Compost your food waste
6. Grow fruits and vegetables in your home garden





## Planning Division, Current

### Administrative Land Use Decisions Issued

- BBQ shelters at Canyon Creek Apartments
- 9 additional emergency tree permits received
- 1 Miscellaneous Administrative Reviews
- 1 Accessory Dwelling Unit
- 1 Class I Sign Permit
- 6 Type A Tree Permits (Non-Emergency)
- 2 Type B Tree Permits (Non-Emergency)
- Residential building permits

### Construction Permit Review, Development Inspections, and Project Management

In April, Planning staff worked with developers and contractors to ensure construction of the following projects are consistent with Development Review Board and City Council approvals:

- Clermont Subdivision (Villebois Phase 5 North)
- Fir Avenue Commons in Old Town
- Grace Chapel on Parkway Avenue
- Panattoni Development Company warehouse on Clutter Road
- Parkway Woods Business Park remodel/site revisions
- Residential subdivisions in Frog Pond West

### Development Review Board (DRB)

DRB Panel A met for their regularly scheduled meeting on April 12 to consider a residential subdivision on Canyon Creek Road South. During the meeting, the panel asked many questions of staff and the applicant and heard extensive public comments. At the conclusion of the meeting, the panel continued the hearing to their next scheduled meeting on May 10 for further discussion and deliberation.

DRB Panel B did not meet in April.

### DRB Projects Under Review

During April, Planning staff actively worked on the following major projects in preparation for potential public hearings before the Development Review Board:

- 8-lot subdivision on Canyon Creek Road South
- Modifications to industrial building at 95th Avenue and Hillman Court
- Public Works Complex on Boberg Road
- Villebois Village Center development around Piazza Villebois
- Wilsonville High School expansion, including a new auditorium

### Ice Storm Tree Damage

During April, the Planning team continued to be a key part of the City's response to extensive tree damage from the February 12-13 ice event. In particular, Assistant Planner Georgia McAlister continued to intake and review over 60 removal permits and answer many customer questions. Associate Planner Cindy Luxhoj continued to coordinate the multi-disciplinary response and replanting plan. Public Works has hired interns to inventory tree damage and the City is finalizing dates for fall replanting events.

## Planning Division, Long Range

### **Middle Housing in Wilsonville Project (House Bill 2001 Implementation)**

In April, the project team held the second focus group with the Latinx community and did an online community survey to further guide project direction. In addition, the project team held work sessions with the Planning Commission and City Council to confirm direction on certain updates where state rules allow for local flexibility. This included direction for compliance in Frog Pond West and Old Town, two areas where code updates may have the most impact. The team also continued to refine updated code and plans in preparation for upcoming work sessions for Planning Commission and City Council.



### **Planning Commission**

At their regularly scheduled meeting on April 14, the Planning Commission held their fifth work session on the Middle Housing in Wilsonville Project. The Commission reviewed project team recommendations for compliance areas with local flexibility and provided additional guidance. The specific areas reviewed include: density compliance in Frog Pond West; the amount of middle housing to be built in Frog Pond West; potential design standards for different middle housing types in Frog Pond West; compliance approach in Old Town including a new zoning designation and maintaining existing design standards as much as possible; the extent of allowance of detached middle housing; and ADU's for townhouses. The Planning Commission will hold additional work sessions.

### **Transit-Oriented Development at the Wilsonville Transit Center**

The Equitable Housing Strategic Plan identifies exploration of Transit-Oriented Development (TOD) at the Wilsonville Transit Center as a near-term implementation action. During April, the City reviewed quotes from consultants to assist staff in assessing the City's goals for TOD and conducting a Development Opportunity Study. Upon selection of a consultant, staff anticipate holding work sessions with City Council to refine project goals.

### **Vertical Housing Development Zones**

The Equitable Housing Strategic Plan identifies creation of tax abatements to create diversity and affordability in the City's housing supply as a near-term implementation action. Additionally, the Town Center Plan identifies exploration of Vertical Housing Development Zones (VHDZ) as a short-term implementation action to encourage mixed-use development. During April, the City reviewed quotes from consultants to assist staff in exploring VHDZ in Town Center and the Villebois Village Center. Staff anticipate holding a work session May to gather City Council's questions about possible implementation of VHDZ, after which the selected consultant will assemble the necessary information and analysis for City Council to determine project direction.

## Planning Division, Long Range

### **Wilsonville Town Center Plan**

#### *I-5 Pedestrian Bridge*

The Town Center project team continued development of the preferred bridge and plaza designs for the I-5 Pedestrian Bridge and Town Center Gateway Plaza project, which will provide an important connection between Town Center, the Wilsonville Transit Center, and neighborhoods west of Interstate 5. During April, the project team continued work on detailed design for the bridge and gateway plaza, incorporating feedback received from the Planning Commission and City Council in March. The project team anticipates 60% design in late spring 2021.

General project information is available on the project website: [www.letstalkwilsonville.com/I5-Ped-Bridge](http://www.letstalkwilsonville.com/I5-Ped-Bridge).

#### *Streetscape Plan*

During April, the project team worked on more detailed renderings of the future streetscape concept for Town Center that were in line with the recommendations from the March 10 Planning Commission work session. The more detailed renderings will be used for additional feedback, but more importantly, provide additional context and clarity for the public, Planning Commission, and City Council as they review the project.

The Planning Commission supported moving forward with a combination of the River Environment and Technological Innovation Concepts. In an April 5 work session, City Council also supported the combination and expressed support for the direction of the project. Additional feedback from the Planning Commission and City Council will be incorporated into the plan following additional work sessions in May and June. The project team also plans an additional Technical Advisory Committee meeting to ensure everything within the plan is implementable and meets the maintenance requirements of the City. The project is on track for adoption in the late summer.



**WILSONVILLE TOWN CENTER PLAN**



APRIL  
**MONTHLY**  
**REPORT**

**From the Director:**

Happy April! Hope everyone is enjoying this sunshine!

The budget document will be delivered to the Budget Committee on Friday, May 7. The Budget Committee meetings are scheduled for May 19 and 20. The meetings will start at 6 pm. If you have questions after reading the budget document, please submit them to Finance in writing. We will respond to you and the rest of the Budget Committee.

The Utility Billing Team had their kick off meeting with MUNIS to begin the year long implementation of the new Utility Billing (UB) system. Being as this is the most forward facing software system that interacts with a large majority of the citizens, it will be a painstaking process to insure that the system is working properly before going live. Our team members Cricket and Eleesa, both of whom know the Eden system inside and out, will be taking on this project.

The FY2019-20 Annual Audit is officially complete with the Federal single audit and the STIF audits completed last week. All of the paperwork has been filed with the State and Federal governments- just two months shy of us beginning the process all over for FY2020-21! No rest for the Finance Accounting team!!

Stay safe.

*-Cathy Rodocker*

**By the Numbers:**

Finance Statistics for the period of July 1, 2020-April 30, 2021

Please Note: Utility Billing is reported with a one month lag.

<u>Utility Billing:</u>	<u>Accounts Payable:</u>	<u>Municipal Court:</u>	
Total Monthly Bills	60,916 April AP Pymts	\$3.9M Total Citations Issued	1,156
New Customers	866 Payments Processed	315 Total Suspensions Issued	284
New Service Locations	97	Ticket Revenue	\$151,759

## **FY21 Financial Update:**

### **General Fund:**

The General Fund operating revenues overall are coming in as expected. Charges for service is down due to Parks & Recreation and Library fees coming in lower than expected.

### **Building Inspection Fund:**

To date, the Building Inspection fund is seeing their expenses exceed their revenues by \$353K. The resulting use of the fund balance was expected. The rate increases approved by Council will be included in the budget adoption process and will begin to decrease the usage of fund balance in FY2021-22.

### **Community Development Fund:**

The CD fund's revenues continue to exceed the expenses by over \$769K. This increase in fund balance will be imperative to provide future funding for the CD Fund. As noted last month, this fund will continue to struggle until revenues are increased and/or expenses are decreased.

### **Road Operating Fund:**

The Gas Tax Funds have rebounded but will not come in at the budgeted amount due to the pandemic. However, as it currently stands, anticipated reductions in spending should offset the reduction in revenues.

### **Utility Funds:**

As of May, the utility operating funds are meeting expectations. The one exception is the recording of the refinancing of the Waste Water Treatment Plant debt service. We are required to recorded the total amount of the refinanced as debt service. Keith will be bringing a supplemental budget adjustment to Council on June 7 to increase the budget to correspond to this entry. Local budget law allows this type of transaction to be adjusted after the transaction has been completed.

<b>City of Wilsonville - Fund Summaries</b> <b>Reporting Month: APR FY 2021</b>
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	Current Year Budget	Year to Date Activity	Remaining Balance	Remaining %
<b>110 - General Fund</b>				
Taxes	\$ 11,954,800	\$ 10,865,696	\$ 1,089,104	9%
Intergovernmental	2,415,495	2,341,929	73,566	3%
Licenses and permits	182,750	167,461	15,289	8%
Charges for services	672,610	359,681	312,929	47%
Fines and forfeitures	320,000	151,759	168,241	53%
Investment revenue	163,900	198,540	(34,640)	-21%
Other revenues	745,250	569,140	176,110	24%
Transfers in	4,161,046	3,449,651	711,396	17%
<b>TOTAL REVENUES</b>	<b>\$ 20,615,851</b>	<b>\$ 18,103,855</b>	<b>\$ 2,511,996</b>	<b>12%</b>
Personnel services	\$ 9,334,432	\$ 6,812,897	\$ 2,521,535	27%
Materials and services	10,544,247	4,705,071	5,839,176	55%
Capital outlay	20,000	25,473	(5,473)	-27%
Transfers out	6,823,062	4,124,915	2,698,147	40%
<b>TOTAL EXPENDITURES</b>	<b>\$ 26,721,741</b>	<b>\$ 15,668,356</b>	<b>\$ 11,053,385</b>	<b>41%</b>
<b>610 - Fleet Fund</b>				
Charges for services	\$ 1,411,703	\$ 1,176,771	\$ 234,932	17%
Investment revenue	9,600	13,956	(4,356)	-45%
Other revenues	18,000	11,094	6,906	38%
<b>TOTAL REVENUES</b>	<b>\$ 1,439,303</b>	<b>\$ 1,201,821</b>	<b>\$ 237,482</b>	<b>16%</b>
Personnel services	\$ 788,700	\$ 545,596	\$ 243,104	31%
Materials and services	676,906	458,391	218,515	32%
Capital outlay	65,000	-	65,000	100%
Transfers out	2,400	2,000	400	17%
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,533,006</b>	<b>\$ 1,005,987</b>	<b>\$ 527,019</b>	<b>34%</b>
<b>230 - Building Inspection Fund</b>				
Licenses and permits	\$ 950,565	\$ 754,193	\$ 196,372	21%
Charges for services	9,600	8,000	1,600	17%
Investment revenue	22,800	38,633	(15,833)	-69%
Transfers in	40,883	34,070	6,813	17%
<b>TOTAL REVENUES</b>	<b>\$ 1,023,848</b>	<b>\$ 834,895</b>	<b>\$ 188,953</b>	<b>18%</b>
Personnel services	\$ 1,081,750	\$ 786,611	\$ 295,139	27%
Materials and services	165,347	115,575	49,772	30%
Transfers out	405,321	285,638	119,684	30%
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,652,418</b>	<b>\$ 1,187,823</b>	<b>\$ 464,595</b>	<b>28%</b>
<b>231 - Community Development Fund</b>				
Intergovernmental	\$ 63,000	\$ 34,109	\$ 28,891	46%
Licenses and permits	709,723	656,044	53,679	8%
Charges for services	619,450	477,165	142,285	23%
Investment revenue	12,500	38,060	(25,560)	-204%
Other revenues	250	328	(78)	-31%
Transfers in	3,145,331	2,539,556	605,775	19%
<b>TOTAL REVENUES</b>	<b>\$ 4,550,254</b>	<b>\$ 3,745,262</b>	<b>\$ 804,992</b>	<b>18%</b>
Personnel services	\$ 3,215,620	\$ 2,219,443	\$ 996,177	31%
Materials and services	712,625	270,364	442,261	62%
Transfers out	584,243	486,870	97,373	17%
<b>TOTAL EXPENDITURES</b>	<b>\$ 4,512,488</b>	<b>\$ 2,976,676</b>	<b>\$ 1,535,812</b>	<b>34%</b>
<b>240 - Road Operating Fund</b>				
Intergovernmental	\$ 2,382,151	\$ 1,506,354	\$ 875,797	37%
Investment revenue	2,000	23,435	(21,435)	-1072%
Other revenues	2,000	2,441	(441)	-22%
<b>TOTAL REVENUES</b>	<b>\$ 2,386,151</b>	<b>\$ 1,532,229</b>	<b>\$ 853,922</b>	<b>36%</b>
Personnel services	\$ 382,270	\$ 281,210	\$ 101,060	26%
Materials and services	514,578	258,941	255,637	50%
Capital outlay	13,000	10,246	2,754	21%
Debt service	82,000	81,446	554	1%
Transfers out	1,675,765	279,507	1,396,258	83%
<b>TOTAL EXPENDITURES</b>	<b>\$ 2,667,613</b>	<b>\$ 911,350</b>	<b>\$ 1,756,263</b>	<b>66%</b>

<b>City of Wilsonville - Fund Summaries</b> <b>Reporting Month: APR FY 2021</b>
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	Current Year Budget	Year to Date Activity	Remaining Balance	Remaining %
<b>241 - Road Maintenance Fund</b>				
Charges for services	\$ 2,065,000	\$ 1,778,377	\$ 286,623	14%
Investment revenue	3,100	41,937	(38,837)	-1253%
<b>TOTAL REVENUES</b>	<b>\$ 2,068,100</b>	<b>\$ 1,820,314</b>	<b>\$ 247,786</b>	<b>12%</b>
Transfers out	\$ 4,092,922	\$ 1,099,092	\$ 2,993,830	73%
<b>TOTAL EXPENDITURES</b>	<b>\$ 4,092,922</b>	<b>\$ 1,099,092</b>	<b>\$ 2,993,830</b>	<b>73%</b>
<b>260 - Transit Fund</b>				
Taxes	\$ 5,050,000	\$ 4,544,182	\$ 505,818	10%
Intergovernmental	5,296,588	1,389,708	3,906,880	74%
Charges for services	170,000	-	170,000	100%
Fines and forfeitures	5,000	147,731	(142,731)	-2855%
Investment revenue	31,100	58,198	(27,098)	-87%
Other revenues	16,000	-	16,000	100%
<b>TOTAL REVENUES</b>	<b>\$ 10,568,688</b>	<b>\$ 6,139,820</b>	<b>\$ 4,428,868</b>	<b>42%</b>
Personnel services	\$ 4,106,110	\$ 2,864,409	\$ 1,241,701	30%
Materials and services	2,268,268	1,327,856	940,412	41%
Capital outlay	2,629,941	495,099	2,134,842	81%
Transfers out	808,863	495,310	313,553	39%
<b>TOTAL EXPENDITURES</b>	<b>\$ 9,813,182</b>	<b>\$ 5,182,674</b>	<b>\$ 4,630,508</b>	<b>47%</b>
<b>510 - Water Operating Fund</b>				
Charges for services	\$ 9,006,000	\$ 7,725,363	\$ 1,280,637	14%
Fines and forfeitures	19,000	(27)	19,027	100%
Investment revenue	195,000	249,517	(54,517)	-28%
Other revenues	12,000	31,921	(19,921)	-166%
Transfers in	183,270	183,253	17	0%
<b>TOTAL REVENUES</b>	<b>\$ 9,415,270</b>	<b>\$ 8,190,026</b>	<b>\$ 1,225,244</b>	<b>13%</b>
Personnel services	\$ 615,190	\$ 389,535	\$ 225,655	37%
Materials and services	4,405,491	3,240,033	1,165,458	26%
Capital outlay	426,000	181,231	244,769	57%
Transfers out	4,053,411	914,938	3,138,473	77%
<b>TOTAL EXPENDITURES</b>	<b>\$ 9,500,092</b>	<b>\$ 4,725,738</b>	<b>\$ 4,774,354</b>	<b>50%</b>
<b>520 - Sewer Operating Fund</b>				
Charges for services	\$ 8,147,000	\$ 6,523,945	\$ 1,623,055	20%
Investment revenue	196,200	254,378	(58,178)	-30%
Other revenues	18,000	27,316	(9,316)	-52%
Transfers in	600,000	600,000	-	0%
<b>TOTAL REVENUES</b>	<b>\$ 8,961,200</b>	<b>\$ 7,405,639</b>	<b>\$ 1,555,561</b>	<b>17%</b>
Personnel services	\$ 365,500	\$ 250,802	\$ 114,698	31%
Materials and services	3,761,624	2,476,164	1,285,460	34%
Capital outlay	88,177	-	88,177	100%
Debt service	2,960,000	24,630,256	(21,670,256)	-732%
Transfers out	4,736,147	1,563,178	3,172,969	67%
<b>TOTAL EXPENDITURES</b>	<b>\$ 11,911,448</b>	<b>\$ 28,920,401</b>	<b>\$ (17,008,953)</b>	<b>-143%</b>
<b>550 - Street Lighting Fund</b>				
Charges for services	\$ 524,150	\$ 448,862	\$ 75,288	14%
Investment revenue	12,500	16,208	(3,708)	-30%
<b>TOTAL REVENUES</b>	<b>\$ 536,650</b>	<b>\$ 465,070</b>	<b>\$ 71,580</b>	<b>13%</b>
Materials and services	\$ 381,320	\$ 263,625	\$ 117,695	31%
Transfers out	1,305,247	91,147	1,214,100	93%
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,686,567</b>	<b>\$ 354,772</b>	<b>\$ 1,331,795</b>	<b>79%</b>
<b>570 - Stormwater Operating Fund</b>				
Charges for services	\$ 3,370,000	\$ 2,795,979	\$ 574,021	17%
Investment revenue	15,300	39,714	(24,414)	-160%
Transfers in	2,500,000	2,500,000	-	0%
<b>TOTAL REVENUES</b>	<b>\$ 5,885,300</b>	<b>\$ 5,335,692</b>	<b>\$ 549,608</b>	<b>9%</b>
Personnel services	\$ 270,080	\$ 184,919	\$ 85,161	32%
Materials and services	763,557	475,039	288,518	38%
Capital outlay	50,791	9,950	40,841	80%
Debt service	679,200	616,907	62,293	9%
Transfers out	3,550,672	1,544,658	2,006,014	56%
<b>TOTAL EXPENDITURES</b>	<b>\$ 5,314,300</b>	<b>\$ 2,831,473</b>	<b>\$ 2,482,827</b>	<b>47%</b>



# APRIL 2021 MONTHLY REPORT

## From the Director

Children's programs continued with the weekly combined Toddler Time/Baby Time session and Family Storytime, and the twice a month Teen gaming events. Youth Services staff created two new Take and Make kits for April which featured catapults and "seed bombs" (a mixture of flower seeds, compost, and clay that can be thrown or broken up to plant flowers). Youth services staff had a busy month as they created a presentation for the Oregon Library Association's annual conference and worked diligently to plan and prepare for the upcoming Summer Reading Program.

Adult programs in April celebrated National Poetry Month with a presentation about poet Langston Hughes, and "Blackout Poetry" stations in the library using recycled book pages. Article Club met and discussed the state of higher education, and the Book Club discussed the graphic novel trilogy "March" by John Lewis, Andrew Aydin and Nate Powell. The English Conversation Group met twice a week and continues to see a steady growth of members.

Progress continues with the Strategic Planning process. The consultant for the Strategic Plan met virtually with staff in April to discuss their vision for future library services. On the public side, a survey is now available online for citizens to contribute their input to the future of the library.

The Libraries in Clackamas County (LINCC) Directors Group announced that all LINCC libraries will discontinue quarantining items per the latest recommendations by the CDC and Clackamas County Health. Inter-library loans (library items that are requested and borrowed from libraries outside of Clackamas County) will resume shortly.

The American Red Cross held a blood drive at the library on April 2. The next blood drive will be held in June.

As a part of regular staff education, library staff attended training about dealing with problem behaviors related to COVID-19.

A new video editing computer was installed for library staff to use. This computer will be a great help for making our recorded virtual programs easier and faster to edit and will help staff deliver a better product to the community.

The Oregon Library Association annual conference was held online. Library staff attended virtual sessions amid their work schedules. The Youth Services staff gave a presentation entitled "Ready Storytime One: Embracing the Reality of Virtual Programs" which had nearly 200 people in attendance, and was widely regarded as one of the best programs of the conference.

As of April 13, the library resumed the open hours schedule from the fall, with the library open 30 hours a week. Due to Clackamas County going into the Extreme Risk category as of April 30, the library reduced its maximum capacity to 20 people starting that date.

*-Pat Duke, Library Director*





# April 2021 Parks & Rec Report

## Monthly Department Overview:

April was all about environmental awareness for the recreation team. The Spring Fling event series that debuted in April was a hit with the community and provided new opportunities for creative and informative programming for the recreation team. From free plant drive thru events, to virtual tutorials, to small in-person classes and events, Spring Fling had a little something for everyone.

The parks and recreation teams had several opportunities to collaborate on projects this month, something the department is hoping to do more of this summer. A parks maintenance staff member, Chris Delk, was able to teach a small, in-person worm composting class at the Stein Barn. The entire parks team helped coordinate WERK week efforts throughout our City Parks, and to top it all off, the Recreation team put together an in-person goat petting event that utilized a contractor the Parks team had been using for invasive species removal. Yay for collaboration and team-work! It has become harder to find opportunities to collaborate within our department, given gathering and event restrictions due to Covid. It was a great month of working together and sharing ideas.

The department said goodbye to our fearless leader and Department Director, Mike McCarty on April 30. Mike is on to his next adventure of retirement and I think it's safe to say, we're all a bit jealous! Mike was a passionate boss who always looked out for his employees wellbeing. We will surely miss having him around. The department would like to publicly thank him for all his hard work, enthusiasm, and leadership over the last 4 years. Thank you Mike!



## Recreation Updates:

### April Virtual Tutorials– Compost Tea Magic, Backyard Chickens, and DIY Bee Hotels!

A plethora of virtual tutorials were offered this month including compost tea magic, a backyard chicken tour, and DIY Bee hotels! For Compost Tea Magic, Recreation Coordinator, Erica Behler walked viewers through how to make compost tea for use in your yard and garden. An overview of the equipment needed, ingredients, and overall benefits were discussed. In the backyard chicken tour video, Brock Ricker showed us his hand built chicken coop and chicken run located in Portland, OR. The video went over topics such as cleanliness, feeding, and egg production. Lastly, in the DIY Bee Hotel virtual tour, Brock and Erica gave an overview on blue orchard mason bees, their nesting habits, and what they like to live in! New bee hotels to attract mason bees will be installed at the pollinator garden in Murase plaza next month!

### Additional Spring Fling Programming:

Additional Spring Fling programming this month included a goat petting event at Memorial Park, a free trillium drive thru event at Town Center Park, and an in person worm composting class at the Stein Barn. A host of WERK days got the community out and volunteering in our local parks, and virtual contests like the Earth Day Pledge and Wilsonville Plant share saw significant participation. A community garden volunteer day also helped the parks crew prep the community garden for the season, as volunteers worked to spread bark chips in communal areas like pathways and entry points.





### Community Center Updates:

- The newest session of Stretch, Strength and Stamina is proving even more popular than the first two. 25 older adults are currently enjoying this seated fitness class taught by Personal Trainer, Brad Moore, virtually over Zoom.
- The Spring Senior Drive Thru event was a big hit. 40+ older adults came by the Center to pick up Spring themed cookies, brain activity worksheets and an at home marigold plant kit.
- Social Worker, Sadie Wallenberg, helped 50 seniors throughout the month providing assurance calls and check ins, facilitating grocery and prescription orders and delivery and much more.
- The nutrition program continued to serve community members and now has 94 clients on the home-delivered meal program.

### Board Highlights

**Kitakata Sister City Advisory Board**— The Kitakata Sister City Advisory board did not meet in April. Upcoming meetings are schedule for May 5, May 19, and June 2. The board will undergo facilitation for Mission, Vision and Values, and goal setting in the coming months.

**Korean War Memorial Foundation of Oregon** – The Organization continues to provide direction for the creation of the Korean War Memorial Interpretive Center. Recently, a list of 25 veterans and their accompanying stories was provided to the designer in an effort to help shape the themes and stories that will be presented to visitors.

**Parks and Rec Advisory Board** – At their April meeting, the Parks and Recreation Advisory Board awarded funding for the Community Opportunity Grant. The Wilsonville Arts and Culture Council was the lone recipient and received a \$6,000 grant. The funding will support “The Biggest Pumpkin,” a multi-faceted project aimed at community collaboration and learning opportunities through the carving of an 11,000-pound block of granite by local artist, and Wilsonville resident, Benjamin Mefford. The final project is expected to be displayed at the 2021 Festival of the Arts at Charbonneau, November 5-7, if an in-person event is possible.

**Wilsonville Community Seniors Inc.** — The WCSI continues to look to shape their future programs within the community. The Board is currently working on outreach and a potential survey to better understand the needs of Wilsonville seniors.

## Park Updates:

### Goats, Goats, and more Goats:

Over a timeline of 12 days in April a team of goats worked to manage invasive Himalayan Blackberries and English Ivy in Memorial Park. The goats were a welcomed addition to the team as it aligns with the city's IPM and provides a passive management approach. Just over one acre of heavily overgrown invasive species were mitigated by the team of goats.



### Pollinator Paradise:

A full city team effort has resulted in a wonderful new pollinator garden in Murase Plaza. The parks and recreation team, roads team, engineering team, and administration were all key teams in the completion of this new amenity. The four distinctly unique pollinator gardens are designed to give Wilsonville citizens ideas and plant lists for pollinator gardens they can install in the own yards. The project was funded by the Wilsonville—Metro Community Enhancement program. A trail connection in the Murase Plaza parking lot will make it easy to access and a great addition to the community and our pollinator community as well.



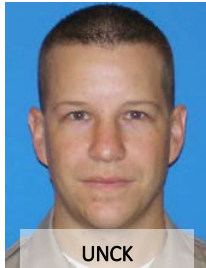




# City of Wilsonville Police

April 2021

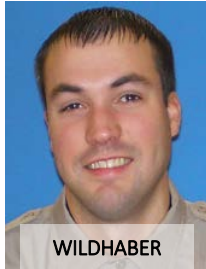
Sgt. Matthew Helmer promoted to Detective Sergeant and returns to the County mid-May. He will be replaced by Sgt. Jesse Unck.



UNCK

## Staffing

Deputy John Wildhaber will become the Sheriff's Public Information Officer in Clackamas County at the end of May. Wildhaber's been a familiar face around Wilsonville for several years, and will now be seen speaking on behalf of the Sheriff's Office in the news.



WILDHABER

Wilsonville Police, Happy Valley Police, and the Clackamas County Sheriff's Office teamed up during April and conducted Cross Walk enforcement in Wilsonville. Driver education was provided and several citations issued.



At 10:24 pm on April 2, Wilsonville Police responded to a traffic complaint and ultimately took Justice Saling of Wilsonville into custody. He was charged with Resisting Arrest, Delivery of a Controlled Substance—Schedule II, and Driving Under the Influence of Intoxicants—Controlled Substance. This case has been referred to the District Attorney's Office.



Wilsonville Police responded to a stabbing on April 10 at the Carriage Estates.

Edi Villalobos Jr. of Cornelius had stabbed Artemio Guzman-Olvera, a family member, before travelling to Wilsonville where he met up with Saul Antonio Ramirez Aguirre, an acquaintance, whom he also stabbed.

Guzman-Olvera was transported by Life Flight to a local hospital, where he was pronounced dead. Ramirez Aguirre was taken to OHSU, where he was stabilized.

Villalobos Jr. is currently in custody at the Washington County Jail, being held on multiple charges, including Murder. Clackamas County's case has been filed with the District Attorney's Office in Oregon City, where he faces several additional charges, including Assault and Attempted Murder.

# WILSONVILLE MONTHLY ACTIVITY REPORT April 2021

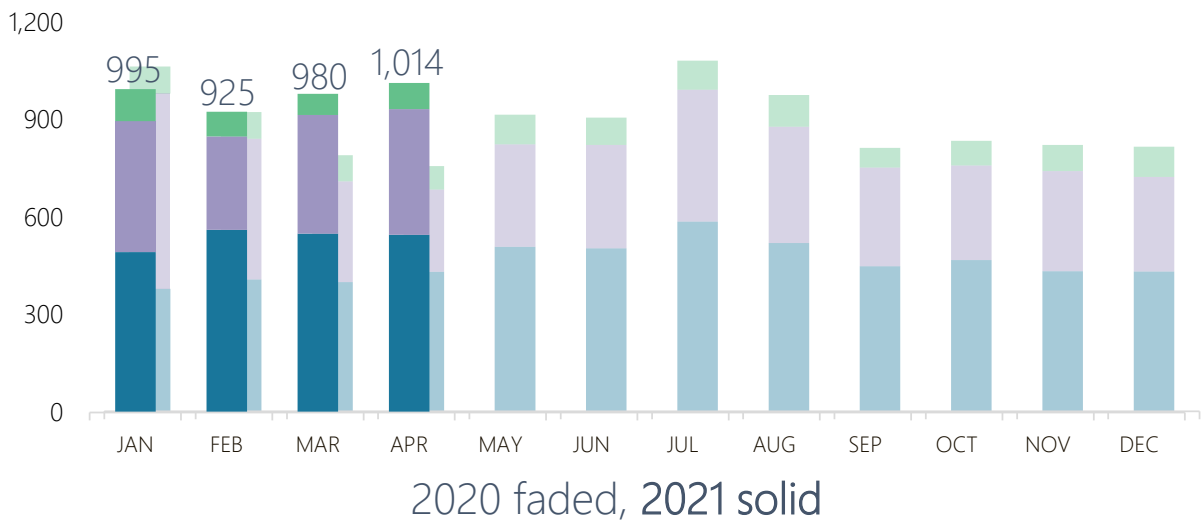


CITY OF WILSONVILLE POLICE DEPARTMENT  
30000 SW Town Center Loop  
Wilsonville, OR 97070

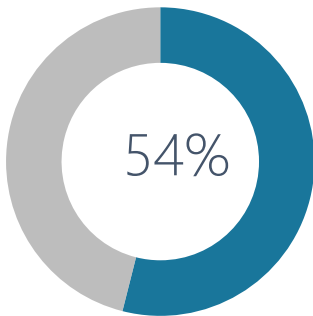
In Partnership with



**Clackamas County  
Sheriff's Office**

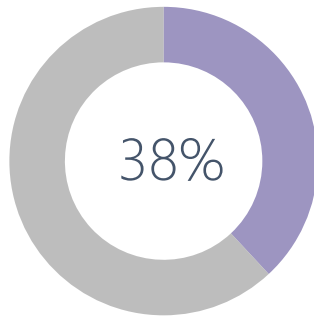


Dispatched  
547



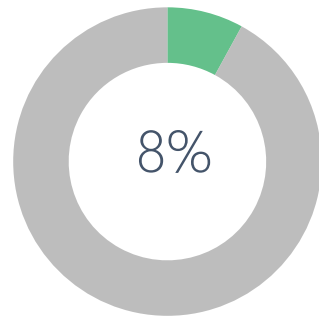
18.2

Self-Initiated  
386



Daily Average Calls  
12.9

Follow-Ups  
81



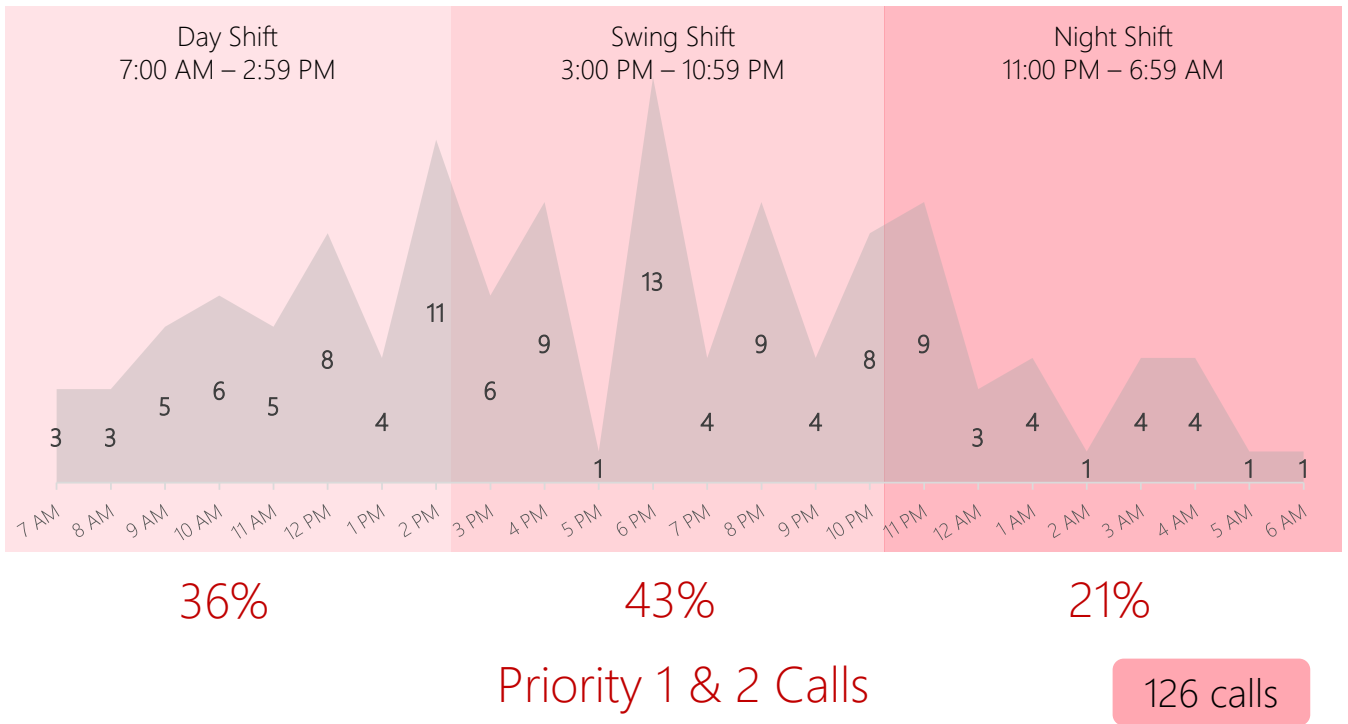
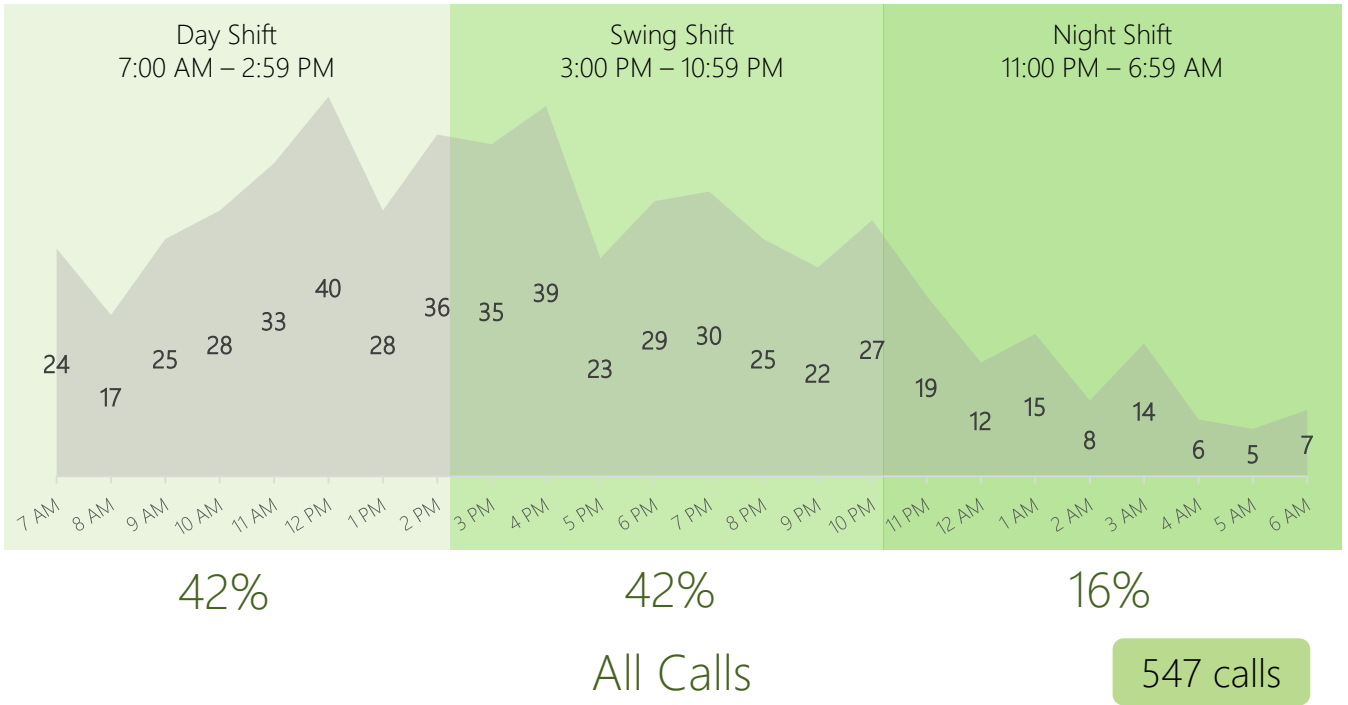
2.7

### Median Hold & Response Times for Dispatched Calls

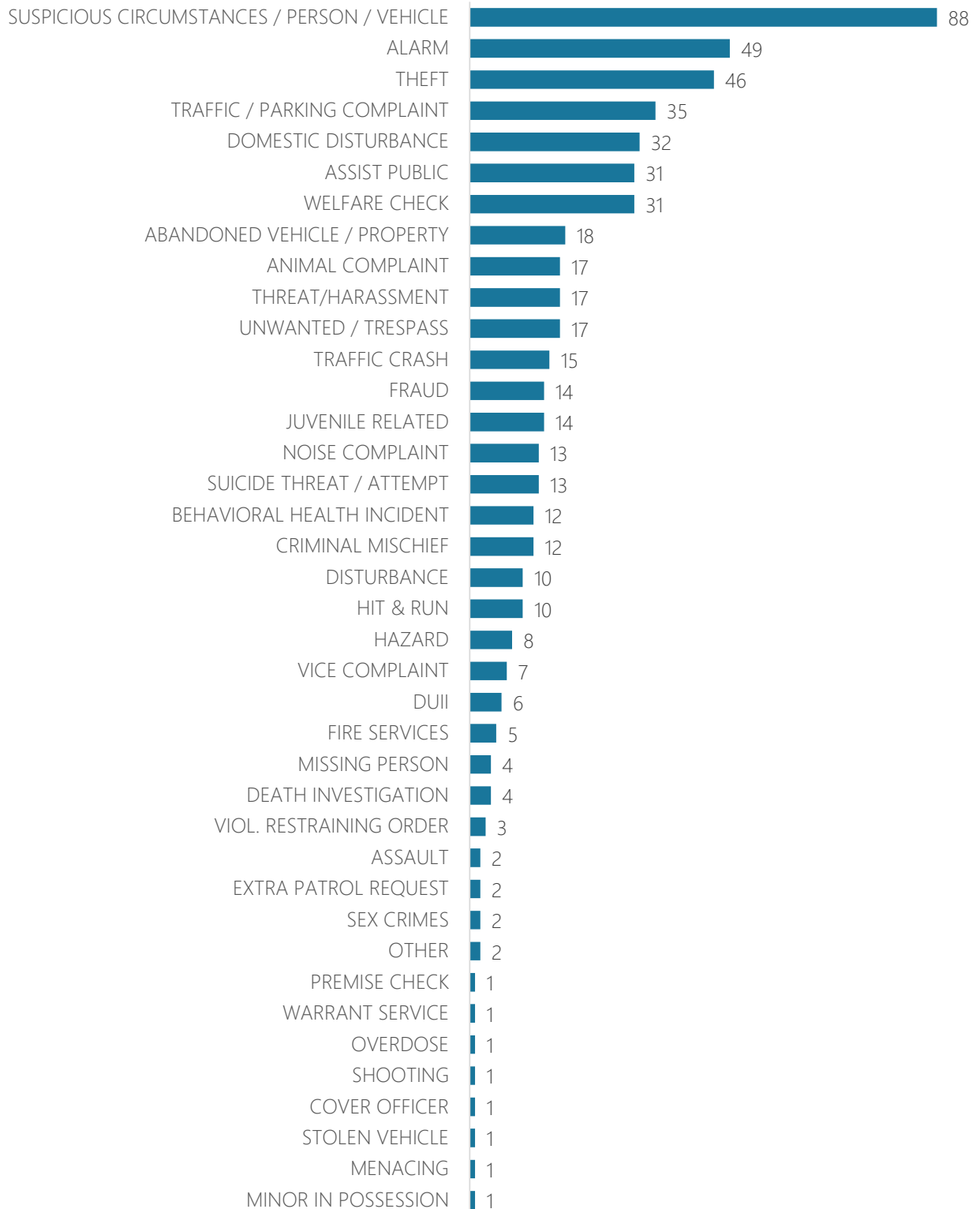
Duration Type	All Calls	Priority 1 & 2 Calls
Hold Duration (Input to Dispatch)	3:48	2:20
Response Duration (Dispatch to Arrival)	6:36	5:58



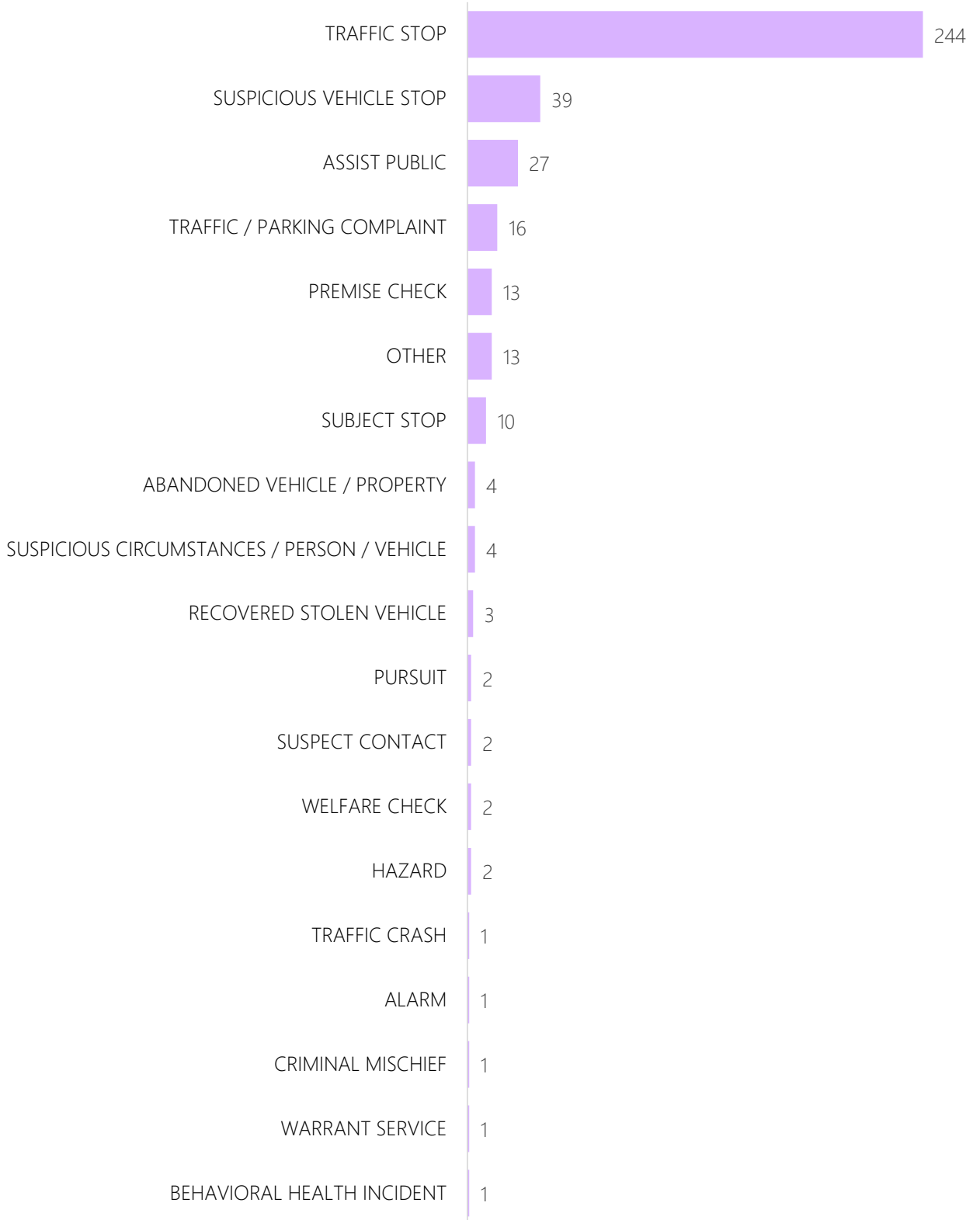
### Dispatched Calls for Service Breakdown by Hour of Day & Shift Time Groupings (not actual breakdown of Wilsonville PD shift schedules)



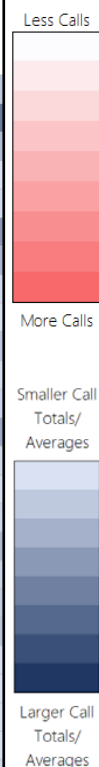
## Dispatched Call Types



### Self-Initiated Call Types

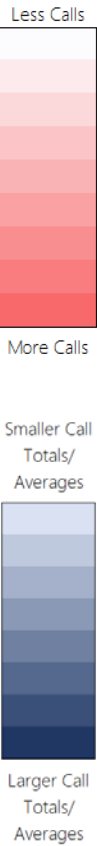


Dispatched Call Types	2020								2021				Rolling Monthly Average
	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	
ABANDONED VEHICLE / PROPERTY	11	18	14	20	16	10	10	6	7	7	10	18	12.3
ALARM (2nd)	55	45	53	49	48	55	60	38	48	69	49	49	51.5
ANIMAL COMPLAINT	26	18	26	26	11	18	10	18	13	17	21	17	18.4
ARSON	0	0	0	0	1	0	0	0	0	0	0	0	0.1
ASSAULT	2	4	4	7	1	4	2	2	4	7	3	2	3.5
ASSIST PUBLIC (5th)	38	42	62	35	39	44	30	28	31	34	24	31	36.5
BEHAVIORAL HEALTH INCIDENT	16	16	25	11	24	20	27	26	16	35	37	12	22.1
BURGLARY	3	5	3	10	3	10	3	8	3	1	3	0	4.3
COVER OFFICER	1	1	4	4	0	0	1	1	0	1	2	1	1.3
CRIMINAL MISCHIEF	16	21	13	22	18	12	14	16	7	7	6	12	13.7
DEATH INVESTIGATION	4	4	2	4	1	1	4	3	3	2	3	4	2.9
DISTURBANCE	7	6	13	11	8	8	6	7	7	7	4	10	7.8
DOMESTIC DISTURBANCE	31	35	23	27	17	32	22	25	35	32	33	32	28.7
DUII	4	1	4	7	2	5	12	6	4	6	3	6	5.0
EXTRA PATROL REQUEST	2	0	0	5	3	1	3	0	1	0	1	2	1.5
FIRE SERVICES	6	7	5	7	2	10	9	7	3	10	7	5	6.5
FRAUD	19	19	31	29	18	10	18	25	16	22	23	14	20.3
HAZARD	4	3	5	6	5	10	7	9	4	14	5	8	6.7
HIT & RUN	12	9	15	17	9	11	3	12	19	11	9	10	11.4
JUVENILE RELATED	15	24	22	14	12	16	13	18	10	10	10	14	14.8
LITTERING	1	1	3	0	2	0	0	0	1	0	0	0	0.7
MARINE PATROL	0	0	0	1	0	0	0	0	0	0	0	0	0.1
MENACING	1	0	0	1	2	3	0	0	0	1	3	1	1.0
MINOR IN POSSESSION	1	1	1	1	0	1	2	0	0	0	0	1	0.7
MISSING PERSON	5	6	1	4	3	2	3	6	7	1	5	4	3.9
NOISE COMPLAINT	20	21	16	15	13	12	7	3	15	9	6	13	12.5
OTHER	2	2	4	0	0	0	0	2	0	0	1	2	1.1
OVERDOSE	0	2	1	0	1	0	0	1	2	1	4	1	1.1
PREMISE CHECK	1	0	0	0	0	0	0	0	0	1	0	1	0.3
PROMISCUOUS SHOOTING	3	0	0	3	0	1	1	0	1	4	0	0	1.1
PROWLER	1	1	1	0	0	2	0	0	0	0	0	0	0.4
RECOVERED STOLEN VEHICLE	5	3	2	1	1	1	2	1	3	1	0	0	1.7
ROBBERY	1	1	1	0	1	2	0	0	1	0	0	0	0.6
SEX CRIMES	1	0	4	3	1	4	2	4	0	1	1	2	1.9
SHOOTING	0	0	0	1	0	0	0	1	0	0	0	1	0.3
STOLEN VEHICLE	18	8	11	10	11	6	7	7	8	7	7	1	8.4
SUBJECT STOP	1	0	0	0	0	0	0	0	0	0	0	0	0.1
SUICIDE THREAT / ATTEMPT	8	10	11	14	13	9	13	9	13	6	8	13	10.6
SUSPECT CONTACT	4	3	1	0	1	1	2	0	0	0	0	0	1.0
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE (1st)	96	87	107	82	106	85	70	77	68	74	78	88	84.8
THEFT (3rd)	67	51	64	48	57	49	39	47	46	46	37	46	49.8
THREAT/HARASSMENT	22	32	23	21	20	18	23	20	16	21	20	17	21.1
TRAFFIC / PARKING COMPLAINT	24	18	26	22	15	21	27	18	19	16	30	35	22.6
TRAFFIC CRASH	8	13	15	14	8	12	15	17	9	10	14	15	12.5
TRAFFIC STOP	0	0	1	0	0	0	0	0	0	0	0	0	0.1
UNWANTED / TRESPASS	22	23	27	24	19	13	25	27	23	26	30	17	23.0
VICE COMPLAINT	2	7	4	0	5	5	3	4	0	3	5	7	3.8
VIOL. RESTRAINING ORDER	6	2	6	7	6	8	4	5	1	0	3	3	4.3
WARRANT SERVICE	2	0	1	0	2	0	1	0	1	0	0	1	0.7
WELFARE CHECK (4th)	40	40	58	50	20	37	27	22	28	42	45	31	36.7
<b>GRAND TOTAL</b>	<b>634</b>	<b>610</b>	<b>713</b>	<b>633</b>	<b>545</b>	<b>569</b>	<b>527</b>	<b>526</b>	<b>493</b>	<b>562</b>	<b>550</b>	<b>547</b>	<b>575.8</b>



\*Top 5 dispatched call types in last 12 months in red

Self-Initiated Call Types	2020								2021				Rolling Monthly Average
	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	
ABANDONED VEHICLE / PROPERTY	3	1	4	5	7	5	9	6	2	5	4	4	4.6
ALARM	0	0	0	0	0	1	0	0	2	0	1	1	0.4
ANIMAL COMPLAINT	5	4	4	3	4	2	2	2	1	3	1	0	2.6
ASSAULT	0	0	0	0	0	0	0	0	1	0	0	0	0.1
ASSIST PUBLIC (4th)	16	26	16	33	28	21	24	22	21	16	20	27	22.5
BEHAVIORAL HEALTH INCIDENT	0	0	0	0	0	1	1	0	0	2	0	1	0.4
BURGLARY	0	0	0	0	0	0	0	0	1	0	0	0	0.1
CRIMINAL MISCHIEF	1	0	1	1	4	0	1	0	0	0	0	1	0.8
DEATH INVESTIGATION	0	0	0	0	0	1	0	0	0	0	0	0	0.1
DISTURBANCE	0	0	0	0	0	1	0	1	0	0	0	0	0.2
DOMESTIC DISTURBANCE	0	0	0	0	0	0	0	1	1	1	0	0	0.3
DUII	0	0	0	1	0	0	0	0	0	0	0	0	0.1
EXTRA PATROL REQUEST	4	2	3	3	0	0	7	0	1	1	1	0	1.8
FIRE SERVICES	2	0	0	0	0	0	1	0	1	0	0	0	0.3
FRAUD	0	2	2	3	3	1	0	0	2	2	2	0	1.4
HAZARD	0	1	3	3	4	1	5	2	4	19	4	2	4.0
HIT & RUN	0	0	0	0	1	0	0	0	0	0	0	0	0.1
JUVENILE RELATED	0	0	0	1	4	0	0	0	1	0	1	0	0.6
K9 REQUEST	1	0	1	1	0	0	0	0	2	1	0	0	0.5
MISSING PERSON	0	0	0	0	1	1	0	0	0	0	0	0	0.2
NOISE COMPLAINT	0	0	1	0	0	0	0	0	0	1	0	0	0.2
OTHER	4	5	1	2	8	2	6	2	4	2	12	13	5.1
PREMISE CHECK (3rd)	56	99	98	38	34	26	33	51	47	12	13	13	43.3
PURSUIT	0	0	0	1	0	0	0	0	1	0	1	2	0.4
RECOVERED STOLEN VEHICLE	3	0	1	0	1	0	1	3	1	0	1	3	1.2
SEX CRIMES	0	1	0	1	0	0	0	1	0	0	0	0	0.3
STOLEN VEHICLE	1	1	0	0	1	0	0	1	0	0	0	0	0.3
SUBJECT STOP (5th)	21	34	28	29	22	22	7	14	20	12	13	10	19.3
SUICIDE THREAT / ATTEMPT	1	0	0	0	0	0	1	0	0	0	0	0	0.2
SUSPECT CONTACT	1	3	4	4	1	0	3	0	3	1	1	2	1.9
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE	21	10	19	13	8	6	6	4	7	5	1	4	8.7
SUSPICIOUS VEHICLE STOP (2nd)	51	58	103	78	75	94	96	83	84	51	75	39	73.9
THEFT	2	3	2	1	2	1	0	1	1	1	0	0	1.2
THREAT/HARASSMENT	0	0	0	0	0	1	0	1	0	0	0	0	0.2
TRAFFIC / PARKING COMPLAINT	11	9	10	15	16	10	11	6	10	7	18	16	11.6
TRAFFIC CRASH	1	1	2	0	1	1	2	2	0	0	2	1	1.1
TRAFFIC STOP (1st)	183	121	187	199	146	154	155	152	184	143	191	244	171.6
UNWANTED / TRESPASS	1	1	0	0	0	0	1	0	0	0	1	0	0.3
VICE COMPLAINT	0	0	0	1	0	0	0	0	0	0	0	0	0.1
VIOL. RESTRAINING ORDER	0	0	0	0	0	1	0	0	0	0	0	0	0.1
WARRANT SERVICE	0	3	1	1	0	1	1	0	0	0	2	1	0.8
WELFARE CHECK	1	3	1	0	0	1	3	0	1	2	0	2	1.2
<b>GRAND TOTAL</b>	<b>390</b>	<b>388</b>	<b>492</b>	<b>437</b>	<b>371</b>	<b>355</b>	<b>376</b>	<b>355</b>	<b>403</b>	<b>287</b>	<b>365</b>	<b>386</b>	<b>383.8</b>
	4,605												



\*Top 5 dispatched call types in last 12 months in red

## Dispatched Call Types

Dispatched Call Type	April			
	2020	# Diff.	% Diff.	2021
VICE COMPLAINT	1	6	600%	7
ANIMAL COMPLAINT	6	11	183%	17
TRAFFIC CRASH	6	9	150%	15
FIRE SERVICES	2	3	150%	5
DUII	3	3	100%	6
EXTRA PATROL REQUEST	1	1	100%	2
HAZARD	5	3	60%	8
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE	57	31	54%	88
DOMESTIC DISTURBANCE	21	11	52%	32
BEHAVIORAL HEALTH INCIDENT	8	4	50%	12
TRAFFIC / PARKING COMPLAINT	25	10	40%	35
ALARM	40	9	23%	49
CRIMINAL MISCHIEF	10	2	20%	12
ASSIST PUBLIC	28	3	11%	31
WELFARE CHECK	28	3	11%	31
ABANDONED VEHICLE / PROPERTY	17	1	6%	18
MENACING	1	0	No change	1
MINOR IN POSSESSION	1	0	No change	1
SUICIDE THREAT / ATTEMPT	14	-1	-7%	13
DISTURBANCE	11	-1	-9%	10
UNWANTED / TRESPASS	20	-3	-15%	17
JUVENILE RELATED	17	-3	-18%	14
NOISE COMPLAINT	16	-3	-19%	13
MISSING PERSON	5	-1	-20%	4
HIT & RUN	13	-3	-23%	10
SEX CRIMES	3	-1	-33%	2
FRAUD	22	-8	-36%	14
THEFT	75	-29	-39%	46
VIOL. RESTRAINING ORDER	5	-2	-40%	3
THREAT/HARASSMENT	29	-12	-41%	17
ASSAULT	4	-2	-50%	2
OTHER	5	-3	-60%	2
PREMISE CHECK	3	-2	-67%	1
STOLEN VEHICLE	9	-8	-89%	1
BURGLARY	1	-1	-100%	0
MARINE PATROL	1	-1	-100%	0
PURSUIT	1	-1	-100%	0
RECOVERED STOLEN VEHICLE	2	-2	-100%	0
PROMISCUOUS SHOOTING	3	-3	-100%	0
SUSPECT CONTACT	3	-3	-100%	0
DEATH INVESTIGATION	0	4	NC	4
COVER OFFICER	0	1	NC	1
OVERDOSE	0	1	NC	1
SHOOTING	0	1	NC	1
WARRANT SERVICE	0	1	NC	1
<b>Grand Total</b>	<b>522</b>	<b>25</b>	<b>5%</b>	<b>547</b>

Increase

Decrease

NC = Not Calculable. A percentage difference is not calculable when the older value equals 0, as the newer value cannot divide into 0.

## Self-Initiated Call Types

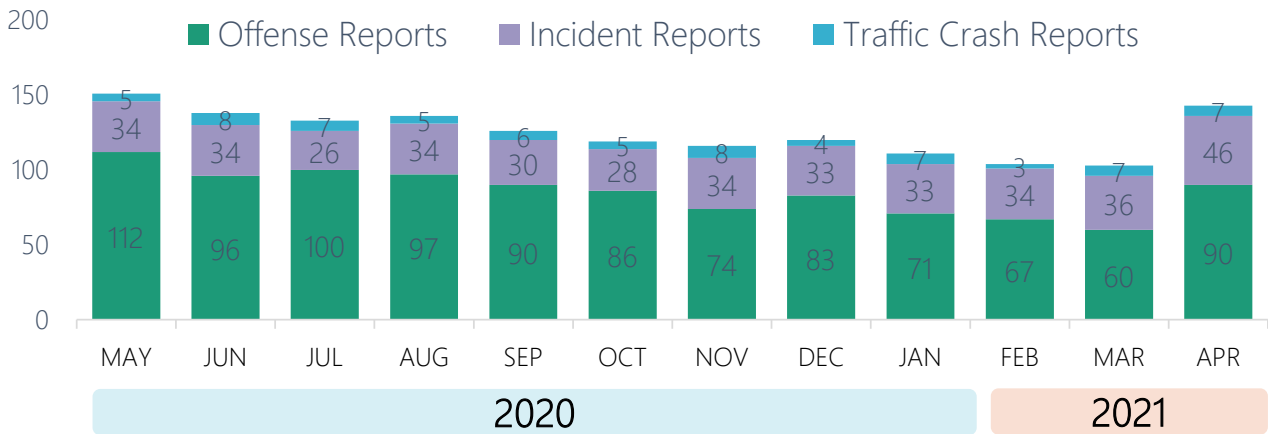
Self-Initiated Call Type	April			
	2020	# Diff.	% Diff.	2021
TRAFFIC STOP	53	191	360%	244
OTHER	5	8	160%	13
HAZARD	1	1	100%	2
PURSUIT	1	1	100%	2
TRAFFIC / PARKING COMPLAINT	8	8	100%	16
ASSIST PUBLIC	22	5	23%	27
TRAFFIC CRASH	1	0	No change	1
WARRANT SERVICE	1	0	No change	1
RECOVERED STOLEN VEHICLE	4	-1	-25%	3
SUSPICIOUS VEHICLE STOP	60	-21	-35%	39
ABANDONED VEHICLE / PROPERTY	7	-3	-43%	4
SUBJECT STOP	19	-9	-47%	10
SUSPECT CONTACT	5	-3	-60%	2
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE	18	-14	-78%	4
PREMISE CHECK	88	-75	-85%	13
ANIMAL COMPLAINT	5	-5	-100%	0
EXTRA PATROL REQUEST	3	-3	-100%	0
FIRE SERVICES	1	-1	-100%	0
HIT & RUN	1	-1	-100%	0
THEFT	2	-2	-100%	0
THREAT/HARASSMENT	1	-1	-100%	0
UNWANTED / TRESPASS	2	-2	-100%	0
VICE COMPLAINT	1	-1	-100%	0
ALARM	0	1	NC	1
BEHAVIORAL HEALTH INCIDENT	0	1	NC	1
CRIMINAL MISCHIEF	0	1	NC	1
WELFARE CHECK	0	2	NC	2
<b>Grand Total</b>	<b>309</b>	<b>77</b>	<b>25%</b>	<b>386</b>

Increase

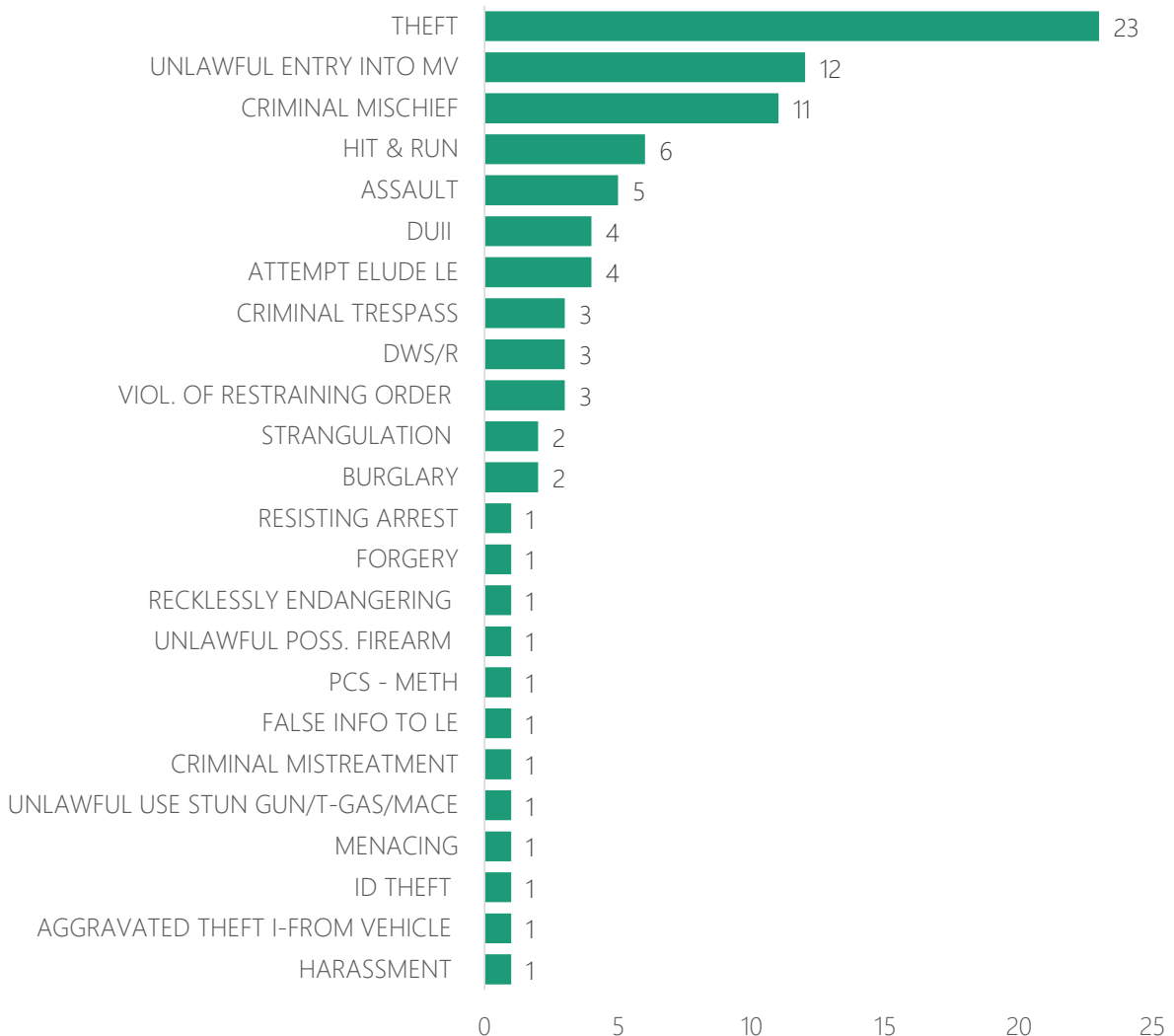
Decrease

NC = Not Calculable. A percentage difference is not calculable when the older value equals 0, as the newer value cannot divide into 0.

### Monthly Reports Written

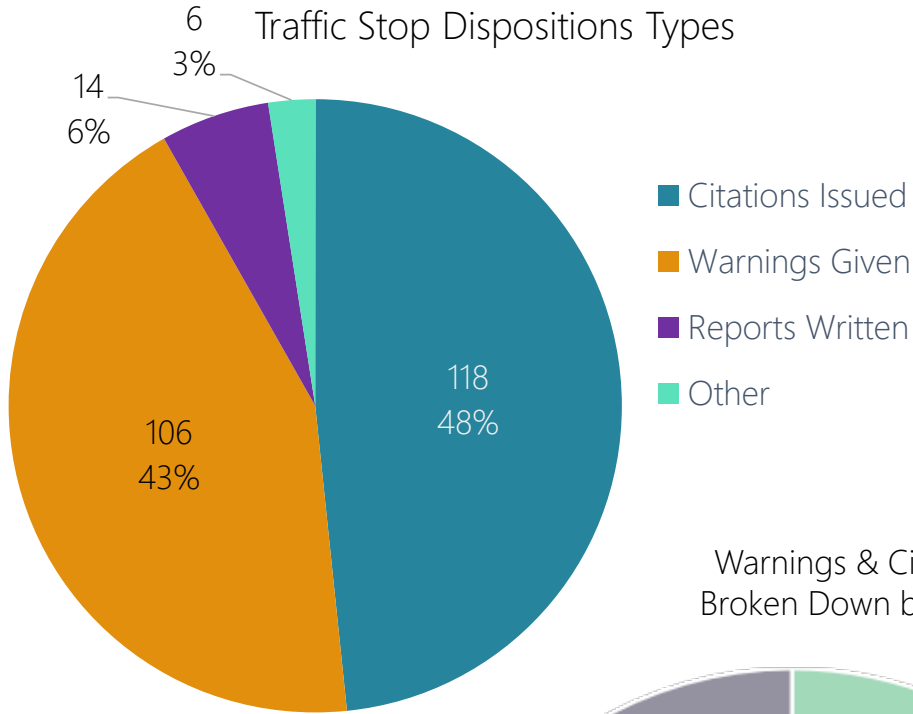


### Offense Reports Written Breakdown by Top Charge





In April 2021, **244** traffic stops were made within the city limits, resulting in **118** citations issued, **106** warnings given, and **14** offense/incident reports created. Of the **118** citations issued, **146** violations were included (see next slide).

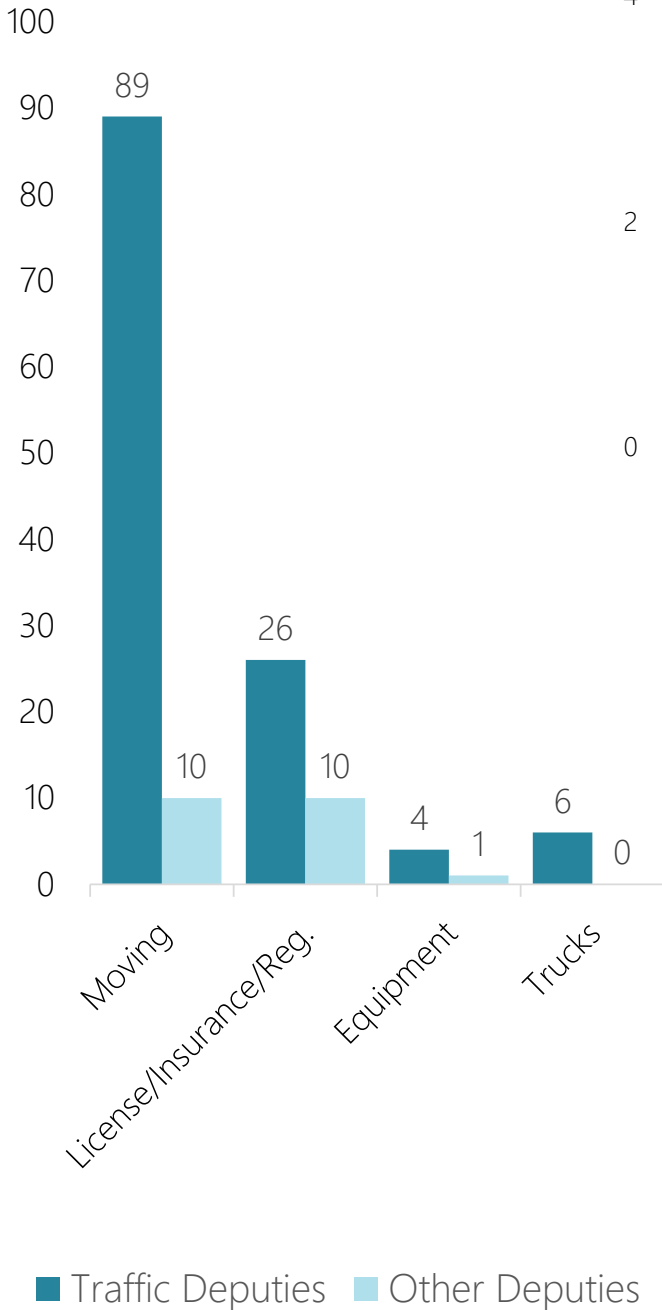


Warnings & Citations Issued Broken Down by Deputy Type

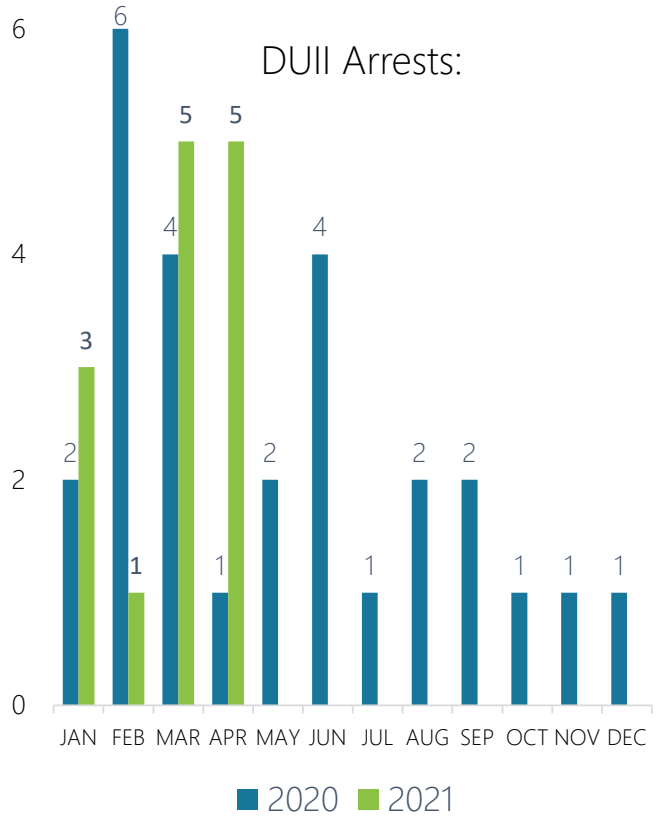


Citation Types Issued:

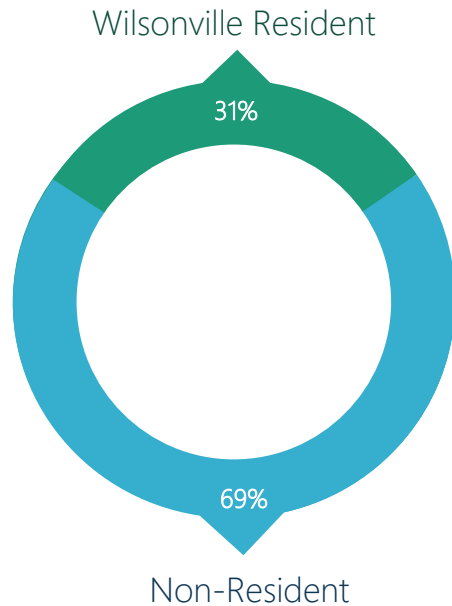
Of the **118** citations issued, **146** violations were included in the following types:



DUII Arrests:

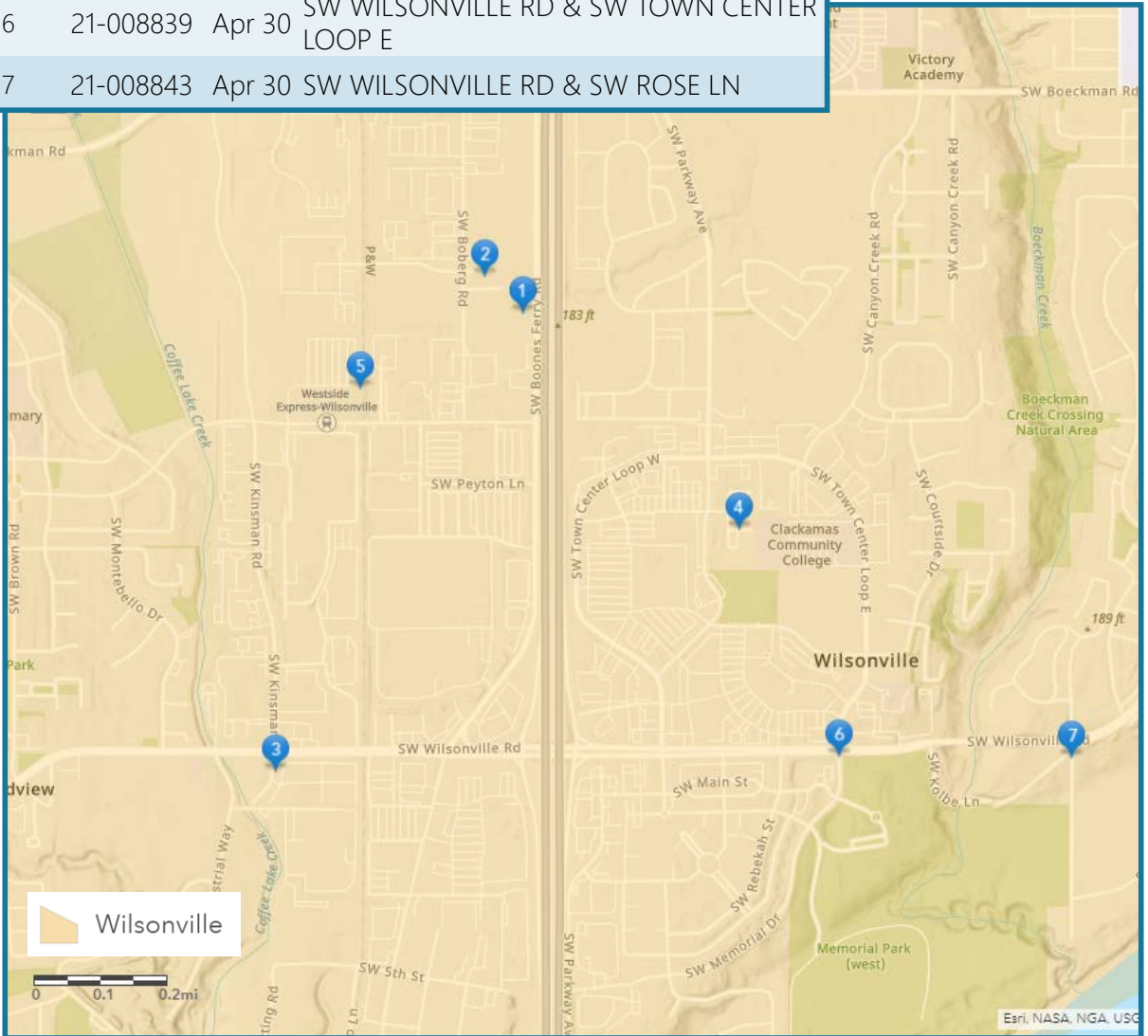


Driver's Residency of Traffic Stop Subject (according to DL):



# Map of Traffic Crash Reports

Map #	Case	Date	Address
1	21-006891	Apr 05	28639 SW BOONES FERRY RD
2	21-007124	Apr 07	28440 SW BOBERG RD
3	21-007578	Apr 14	SW KINSMAN RD & SW WILSONVILLE RD
4	21-007774	Apr 16	29250 SW PARKWAY CT
5	21-007967	Apr 19	9699 SW BARBER ST
6	21-008839	Apr 30	SW WILSONVILLE RD & SW TOWN CENTER LOOP E
7	21-008843	Apr 30	SW WILSONVILLE RD & SW ROSE LN





# APRIL 2021 MONTHLY REPORT

## From The Director's Office:

Where in the world is Martin? As a member of the United States Coast Guard Reserve, Martin Montalvo, Operations Manager is occasionally required to participate in temporary active duty assignments.

In April, Martin received orders to report to the Oregon Convention Center (OCC) Covid-19 vaccination site. Martin's reserve unit is working beside FEMA, Army National Guard, Air National Guard staff as well as other federal agencies to achieve the President's goal to vaccinate 200 million people in 100 days. Martin has been assisting within the clinic as part of the administrative team who process admitting paperwork for over 1,200 patients per hour. Since his arrival his team processes an average 8,000 people per day with almost 400,000 patients seen to date. The OCC Vaccination Clinic is a partnership with the four major regional health care systems and is currently the second largest vaccine clinic in the country.



*Martin masked-up and ready to process patients*

This is not the only assignment related to a Covid-19 vaccine site where Martin has been involved. Back in February, he worked with Clackamas Community College (CCC) and Tualatin Valley Fire District to prepare the CCC campus in Wilsonville to be a community vaccination clinic. Martin has also served as the Planning Section Chief for the City's EOC helping to address the City's overall response to COVID, the recent forest fires and ice storm.



**Best Regards,**

**Delora Kerber, Public Works Director**

## Roads & Stormwater

### Chips Be Gone

The Roads and Stormwater Crew joined forces to tackle the pile of wood chips at the WES Transit Center parking lot leftover from February's ice storm. Staff shredded the wood debris into chips, to make it easier to load and to reduce the number of trips necessary to clear the site. The chips will be used as "hog fuel" to heat houses and commercial sites.

Each day, two semi-trucks arrive at the WES site and staff use a front loader to fill the trailers with chips. Each trailer carries approximately 32 tons of material when fully loaded. It took eight work days and 16 truckloads to fully remove one of the hog fuel piles of 2,500 cubic yards out of a total of around 10,000 cubic yards.



*Loading chips*

The crew is efficiently and safely remove the debris piles from the parking lot. To ensure safety, the wood debris piles are kept moist to avoid excess temperatures that could contribute to a fire. During the loading process, a hose is connected to the nearest hydrant and is ready for use if needed. Staff's goal is to clear the massive amount of chips as quickly as possible and fully reopen the transit center parking lot.



*Debris pile—before*



*After*

## Roads & Stormwater Cont.

### Bent Out of Shape



*Bent street sign*



*Repairs complete*

Another unfortunate result of the ice storm early this year is damaged street signs. In between shifts at the WES transit site on chip loading duty, the Roads crew completed maintenance tasks such as repairing the street name sign at the intersection of Wilsonville Road and Orchard Drive.

### Ch-ch-changes!



*Swapping out banners*



*Coming down in the bucket lift*

Springtime is here which means it is time to swap out our seasonal banners. Banners are a cost-effective and low maintenance way to spruce up the streets. To ensure safety of the public and staff, the crew uses a bucket lift and fall protection, along with temporary traffic control, while working on the banner change-out.

## Utilities—Wastewater

### On the Hunt for Manholes

The Wastewater crew took advantage of the unusually dry weather to conduct off-road manhole inspections. Our sanitary sewer system has a number of off-road manholes, primarily in the northern part of the City where the sewer runs through a portion of Metro property and some other heavily vegetated easements. Inspection requires a lot of walking and bushwhacking through blackberry vines in order to gain access. Once located, the crew clears a large swath around the manhole and ensures that a delineator marking post is present for future locating purposes. If needed, a new delineator post is installed. The manhole lid is opened in order to observe the flow and the condition of the structure.



*Chad clearing brush*



*Randy lifting a manhole lid*

## Utilities—Water

### Burping Air From Pipes

Air naturally exists in our water distribution system and also gets introduced during repairs and replacement jobs. The City has combination Air Release Valves (ARV) that allow air to both enter and exit the system. Allowing flow of air in helps reduce the risk of pipeline collapse when a large volume of water is evacuated, such as a water main break. When air collects at high points in the system, ARVs allow that air to exit the distribution system



*Chad inspecting an Air Release Valve (ARV)*

Maintenance is scheduled annually in an effort to ensure the ARVs remain in proper working condition and minimize the risk of large-scale damage when a line breaks. With over 100 ARVs in the water distribution system, staff focus on keeping these in great condition from the treatment plant to far reaches of the water network.



## Utilities—Water Cont.

### Success Happens with a Vacuum

In preparation of more residential meter replacements, the Water crew made a pass through the next area of focus with the vacuum trailer. The vacuum trailer cleans out the dirt and debris that accumulates in the meter box over time. Cleaning out the boxes allows easy access to the curb stop valve used to shut off the water and gives the crew more room to work with when replacing the meter.



*Sam cleaning out meter boxes*

## Facilities

### How Irrigating

The Facilities crew took advantage of the dry weather conditions to test the irrigation at the Public Works & Police building. Each year the irrigation system is tested before turning it on for the season to check for leaks and ensure that the sprinklers are properly adjusted. This ensures that our landscapes are being watered efficiently throughout the drier months.



*Operating the Ditch Witch*



*Cutting through roots*



*It's messy work!*

After turning on the water, issues in the irrigation system became apparent. On the side yard near the SMART bus stop, root entanglement from the nearby tree had compromised the lines. Staff cleared the roots away and repaired the damage pipe.

## Facilities Cont.

### So Long, Farewell, Auf wiedersehen, Goodbye

We say adieu to Ivan Crumrine after nearly ten years of service for the City. He has accepted an offer that was too good to refuse with a private company. Ivan has been a key player in the development of our Facilities department. His positive attitude and friendly demeanor will be greatly missed.



*Best wishes, Ivan!*



We wish Ivan luck on his new adventure!



## Raw Water Facility Project

# PROJECT UPDATE

[CLICK HERE FOR FULL MAP](#)



## Willamette Water Supply *Our Reliable Water Future*

### Raw Water Facilities (RWF)

April 2021

Dear Neighbor,

We're making steady progress building the [Willamette Water Supply Program Raw Water Facilities](#) project. Please take a moment to read this month's construction update below.

Please forward this email to your friends and neighbors. It is easy to [sign-up or update your preferences](#) or [unsubscribe from this list](#) at any time.



## Heads Up! Construction Activities

Thank you for your patience with our team's construction nearby.

The Raw Water Facilities (RWF) Team is working hard to complete the project safely and on time. The seismic riverbank earthwork portion of the project – to prevent the water treatment plant from being damaged in an earthquake – is nearly complete. We will continue to provide the best available construction schedule information in our monthly updates. We will let you know as soon as possible when the schedule changes.

## Raw Water Facility Project

Please obey signage and construction staff instructions.



### Upper Site

The RWF team anticipates the **Arrowhead Creek trenchless crossing** activities through fall 2021. Work includes building and excavating the launch and receiving shafts through spring 2021 and the trenchless pipeline crossing beginning late-April through late-June. This work requires large cranes, excavation equipment, and increased truck traffic.

**Installation of new water and sewer utilities in Arrowhead Creek Lane** and connections to these new lines to the existing utilities in Brockway Drive has begun and will continue through early summer. These utilities will serve the new electrical building on the upper site. Final paving on Arrowhead Creek Lane and Brockway Drive is anticipated to take place in early May. This work will be noisy.

In the northwest corner of the Upper Site, **installation of a large underground vault** to hold a large meter and valves began in March and is anticipated to be complete in late spring 2021. This work requires excavation equipment, increased truck traffic, and carpenters to build formwork. Hammering and lumber sawing noises should be expected.

### Lower Site

The **seismic riverbank reinforcement earthwork** will be complete in late spring. Noise and large truck traffic through the park may increase through completion. The removal of the deep soil mixing equipment will be complete this spring.

**New 66" diameter water pipeline installation** through the park is anticipated to begin in late April and will continue through spring 2022. As planned and approved (by the City of Wilsonville), the **FULL PARK CLOSURE** of the **Willamette River Water Treatment Plant Park (also known as Arrowhead Creek Park)** is anticipated to begin June 1, 2021, through fall 2021 to keep the public safe during water pipeline installation. The Brockway Drive and Ice Age Trail access into the park will be closed with fencing and signage during this

## Raw Water Facility Project

closure. All access paths into the park will be closed during this full park closure. This work requires a significant increase in truck traffic.

We will post signs and mail information to nearby neighbors in advance of this full park closure.

### In-Water Activity

**Replacement of the existing fish screens and installation of new steel protection piles** (to protect the screens from trees and other floating debris) is anticipated to begin at the end of May. Piles will be vibrated into the river bottom from a barge-mounted crane moored in the river. This work will be noisy and will require boat traffic to be diverted around the work zone. It is anticipated that this work will take approximately two weeks. This work may be noisy.

## Raw Water Facility Project Schedule

- **Phase 1 Construction Projected Completion:** February 2022
- **Seismic Ground Improvements:** July 2020-June 2021
- **FULL PARK CLOSURE** is anticipated to begin as early as June 1 through fall 2021
- **Landscape Restoration Complete:** January 2022
- **Phase 2 Construction Projected Start:** Spring 2022

**Do you have questions? Please contact:**

Marlys Mock

*Communications Supervisor*

[marlys@twwd.org](mailto:marlys@twwd.org) | 503-941-4563

# SMART

SOUTH METRO AREA  REGIONAL TRANSIT

APRIL 2021 Report

Having recently completed my fourth year serving as transit director for the City of Wilsonville, my excitement level, my passion, my enthusiasm for the job all remain near their zenith. Why is that, you might ask? Well, in an effort to avoid my tendency for the verbose, and embracing my desire to be diaphanous, I shall unapologetically offer that I love what I do and I have developed a deep respect and true fondness for my coworkers.

Mark Twain wrote, *"Find a job you enjoy doing, and you will never have to work a day in your life."* I would add that life is too short to spend even a single day working at something you dread.

My secret to pure job delight is as follows: Early to bed. Early to rise. Put on a happy face. Bring your "A" game every day, and take the time to show your appreciation to those coworkers who make you a better you. Easy-peasy.

**Dwight Brashear**  
Transit Director



## Operations - Eric Loomis **Operations Manager**

### What is GTFS-Realtime?

As you may be aware, SMART is implementing the Intelligent Transportation System project which integrates technology into all aspects of transit. One component that may get overlooked in all of the exciting new features is the GTFS-realtime tool.

General Transit Feed Specification (GTFS) has been around since the early 2000s, but incorporating real time information into the feed is a new and fast growing concept. GTFS-realtime is a feed specification which gives public agencies an opportunity to provide updates in bus schedules as they happen. It is provided in a format that is available to developers which helps share transit information with end users on multiple platforms.

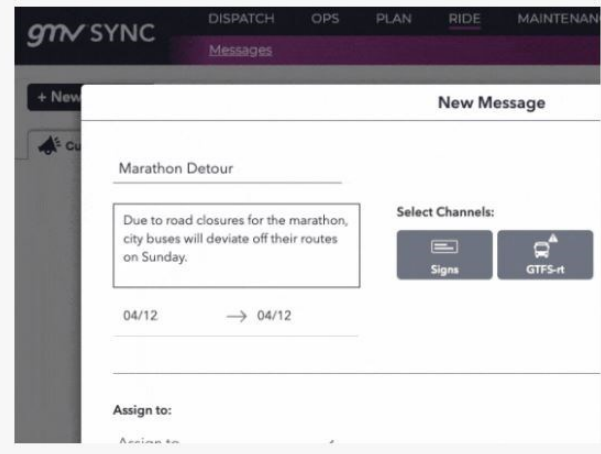
SMART will start out with GTFS-realtime being displayed on three platforms for customers. Google maps will display GTFS-realtime allowing customers to view and plan trips while knowing exactly when the bus will arrive.

SMART's partnership with GMV Syncromatics will also provide a website with live bus tracking using the same technology. This website will be more interactive than Google by showing where the bus is located, providing more bus stop information, and capacity of the next bus. A smartphone app will also be developed so customers will have the same experience with the

convenience of mobility. GTFS-realtime gives SMART an opportunity to get information to customers immediately and allows developers such as OpenTripPlanner, Transit App, and Traze.app to provide customers information on a wider scale.

### Passenger Information

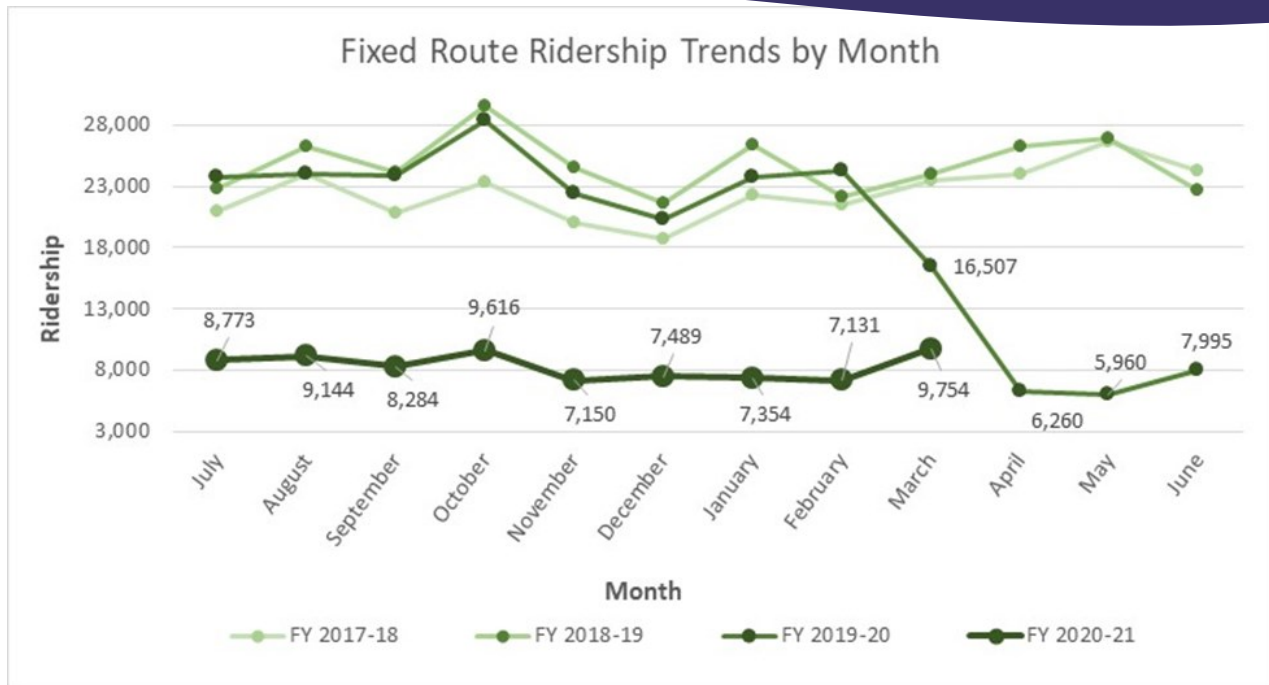
Update your riders with reliable real-time travel information



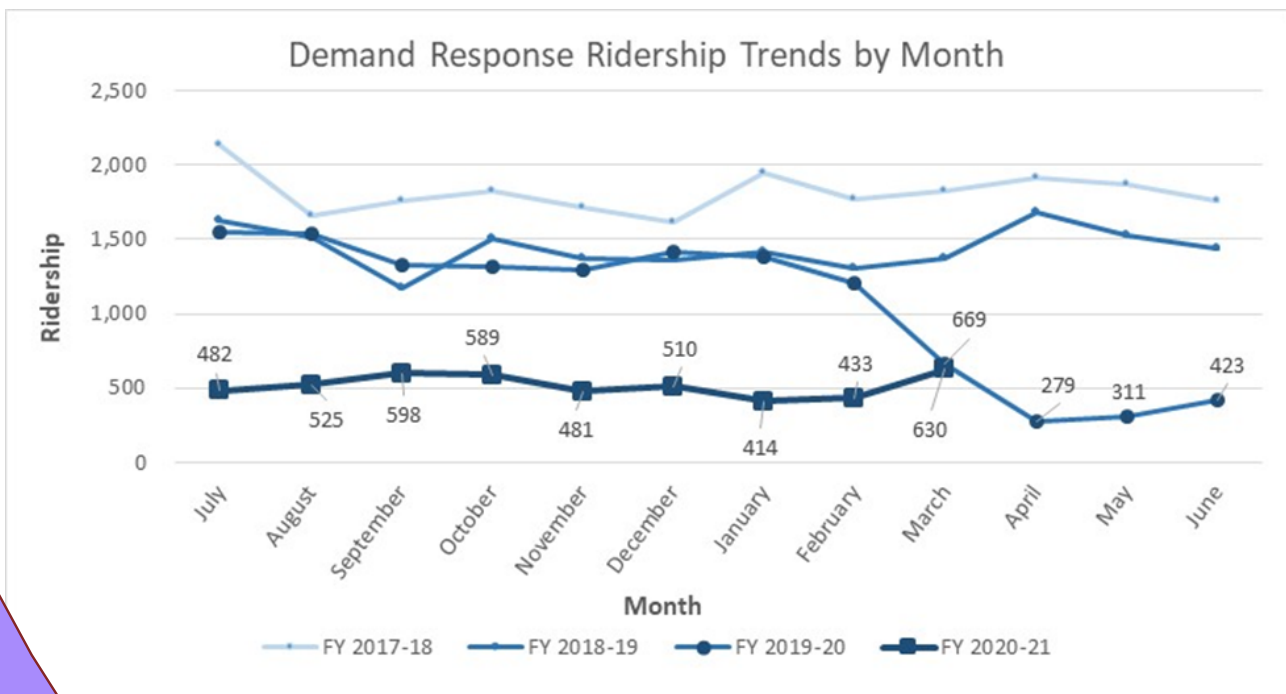
Screen shot of potential message alerts posted



Operations - Eric Loomis Operations Manager



Ridership for both fixed route and Dial-a-Ride have hit their highest levels since March of last year. We expect to see numbers stay consistent at current levels until the pandemic is over. Dial-a-Ride may see more significant increases as SMART provides service to vaccination locations.



## Transportation Options - Michelle Marston Program Coordinator



OREGON ACTIVE TRANSPORTATION SUMMIT



### Oregon Active Transportation Conference

This year's Oregon Active Transportation Conference (OATS) was a virtual event held April 27-30.

The 2021 summit consisted of diverse virtual workshops, panels, round table discussions, mobile workshops, professional training, and a keynote address from the National Association of City Transportation Officials' Ronnie Matthew Harris with a special introduction from Portland's Transportation Commissioner, Jo Ann Hardesty.



### Program Highlights

- Mobility, Equity, and Missing & Murdered Indigenous Women
- Disability and Accessibility in Equitable Transit
- Safe Routes to School as a Climate Resilience Strategy
- Understanding How Women Travel
- Human-Powered Mobility, Resiliency, and Equity
- Adapting Commuter Programs During and After COVID
- What Does Abolition Look Like on Public Transit?