

City of Wilsonville

City Council Meeting

December 16, 2019



AGENDA

**WILSONVILLE CITY COUNCIL MEETING
DECEMBER 16, 2019
7:30 P.M.**

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

Mayor Tim Knapp

Council President Kristin Akervall
Councilor Charlotte Lehan

Councilor Joann Linville
Councilor Ben West - Excused

CITY COUNCIL MISSION STATEMENT

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

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

- 5:00 P.M. EXECUTIVE SESSION** [25 min.]
A. Pursuant to: ORS 192.660 (2)(e) Real Property Transactions
ORS 192.660(2)(h) Legal Counsel / Litigation
ORS 192.660(2)(i) Performance Evaluations of Public Officers and Employees
- 5:25 P.M. REVIEW OF AGENDA AND ITEMS ON CONSENT** [5 min.]
- 5:30 P.M. COUNCILORS' CONCERNS** [5 min.]
- 5:35 P.M. PRE-COUNCIL WORK SESSION**
- A. Continued Discussion on the Water Rate Review (Rodocker) [45 min.]
 - B. Willamette Falls Locks Commission Update (Ottenad) [20 min.]
 - C. Adoption of Structural, Energy, Mechanical, Residential, Electrical, Plumbing, and Fire Codes pursuant to WC 9.300-9.370 (Carlson/Guile-Hinman) [30 min.]
 - D. Bylaws of the Sister City Advisory Board (Behler) [15 min.]
- 7:25 P.M. ADJOURN**
-

CITY COUNCIL MEETING

The following is a summary of the legislative and other matters to come before the Wilsonville City Council a regular session to be held, Monday, December 16, 2019 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10 a.m. on December 3, 2019. Remonstrances and other documents pertaining to any matters listed in said summary filed at or prior to the time of the meeting may be considered there with except where a time limit for filing has been fixed.

7:30 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.

7:35 P.M. COMMUNICATIONS

- A. Family Justice Center (Copenhaver/Wurpes)
- B. Wildlife Monitoring (Rappold)

8:05 P.M. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS

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

8:10 P.M. MAYOR'S BUSINESS

- A. City Attorney Contract Renewal
- B. Upcoming Meetings

8:20 P.M. COUNCILOR COMMENTS

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

8:30 P.M. CONSENT AGENDA

- A. **Resolution No. 2778**
A Resolution Of The City Of Wilsonville Authorizing The Sole Source Selection Of The National Research Center For The 2020 And 2022 National Citizen Survey. (Monahan)
- B. **Resolution No. 2781**
A Resolution Of The City Of Wilsonville Acting In Its Capacity As The Local Contract Review Board Approving The Bid Process; Accepting The Proposal Which Will Best Serve The Interest Of The City; And Awarding A Contract To Green Sweep Asphalt Services, LLC., For The Project Known As Street Sweeping Services. (Montalvo)

8:40 P.M. NEW BUSINESS

- A. **Resolution No. 2775**
A Resolution Of The City Of Wilsonville Adopting The Findings Of The Solid Waste Collection Rate Report Amended December 2019, Creating New Community Recycling Services And City Street-Sweeping Collection/Disposal Service And Reducing The Temporary Recycling Surcharge Rate. (Ottenad/Guile-Hinman)
- B. **Resolution No. 2776**
A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Professional Services Agreement With JayRay Ads & PR, Inc. For 'Explore Wilsonville' Tourism Promotion And Development And Destination Marketing Services. (Ottenad/Monahan)

C. **Resolution No. 2779**

A Resolution Of The City Of Wilsonville Adopting Structural Specialty Code, Zero Energy Ready Commercial Code, Mechanical Specialty Code, Residential Specialty Code, Electrical Specialty Code, Plumbing Specialty Code, And Fire Code. (Carlson/Guile-Hinman)

D. **Resolution No. 2780**

A Resolution Of The City Of Wilsonville Approving Building Permit Fee Schedules, Mechanical Permit Fee Schedules, And Plumbing Permit Fee Schedule. (Carlson/Guile-Hinman)

E. **Resolution No. 2783**

A Resolution Of The City Of Wilsonville Authorizing Settlement And Dismissal Of Land Use Board Of Appeals Case No. 2019-058. (Jacobson)

9:30 P.M. CONTINUING BUSINESS

A. **Ordinance No. 839** – 2nd Reading

An Ordinance Of The City Of Wilsonville Repealing And Replacing Wilsonville Code Chapter 9 – Structures; And Declaring An Emergency. (Carlson/Guile-Hinman)

9:40 P.M. CITY MANAGER’S BUSINESS

9:45 P.M. LEGAL BUSINESS

9:50 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.



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: December 16, 2019		Subject: Continued Discussion on the Water Rate Review.	
		Staff Member: Cathy Rodocker, Finance Director	
		Department: Finance	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: N/A			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input checked="" type="checkbox"/> Not Applicable	

ISSUE BEFORE CITY COUNCIL:

Provide City Council a briefing on updating the Water Rate and discussing optional Residential Rate Structure Change.

EXECUTIVE SUMMARY:

Staff and the consultant team met with Council on July 15, September 5, and October 21 to continue the discussion on the cost of service water rate analysis prepared by FCS Group.

The Council will be presented with three rate structures for consideration:

Rate Structure #1:

Original recommendation which included variable base fees by customer type

Rate Structure #2:

Fixed base fees based on meter size

Rate Structure #3:

Fixed base fees based on meter size AND peak charges are included in the volume charge.

The following is a comparison of the existing rate structures and the three rate structures that are being proposed. Rate Structure #3 was created since the last meeting in an effort to provide a structure that will promote conservation by including all peak costs in the volume charge.

Base Rate	# of Meters	Existing Rates	Option #1 Fixed Base	Option #2- COS Variable Base						Option #3 Peak to Volume
				Residential	MultiFamily	Commercial	Industrial	Public	Irrigation	
5/8" x 3/4"	5,533	\$ 20.45	\$ 20.40	\$ 19.81	\$ 20.72	\$ 21.70	\$ 39.55	\$ 28.09	\$ 18.26	\$ 16.59
1"	370	22.58	30.20	28.34	35.36	38.67	83.52	54.78	19.83	19.18
1 1/2"	489	25.40	46.51	42.56	59.76	66.95	156.80	99.27	22.44	23.50
2"	320	33.18	66.10	-	89.03	100.88	244.74	152.66	25.58	28.68
3"	34	67.14	118.31	-	167.11	191.38	479.25	295.02	33.95	42.49
4"	10	111.70	177.60	-	254.94	293.19	743.08	455.18	43.37	58.03
6"	3	161.21	340.24	-	498.91	-	1,475.93	900.08	-	101.19
8"	-	217.80	536.05	-	-	-	-	1,433.95	-	152.98
10"	1	269.09	764.51	-	-	-	-	2,056.80	-	213.40
Consumption Charge										
Residential Tier 1		3.44	3.12	3.16	-	-	-	-	-	4.23
Residential Tier 2		5.76	5.87	6.13	-	-	-	-	-	6.13
Multifamily		3.70	3.28	-	2.92	-	-	-	-	3.89
Commercial		3.59	3.29	-	-	2.75	-	-	-	3.90
Industrial		3.65	3.69	-	-	-	2.73	-	-	3.89
Public		3.59	3.52	-	-	-	-	2.74	-	3.86
Irrigation		5.76	5.87	-	-	-	-	-	6.13	6.13

On the next page is a comparison of the impact on the different customer classes. The data used is from actual billing data and include the usage of an ‘average’ user, a ‘low’ consumption user, and a ‘high’ user.

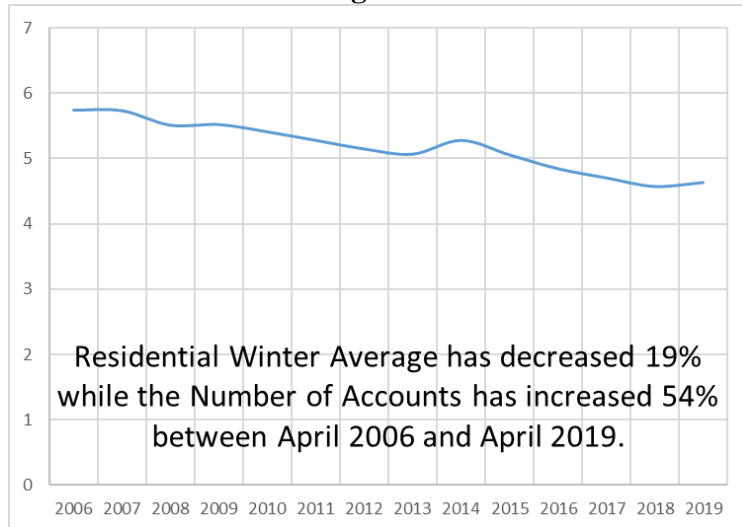
Rate Comparison: Current, Option 1, Option 2, and Option 3

	Current	Option 1 Unified Base*	Option 2 Varied Base Fee by Meter*	Option 3 Unified Base & Peak Charges in Consumption Charge	% change from Current		
					Option 1 Unified Base*	Option 2 Varied Base Fee by Meter*	Option 3 Unified Base- Peak to Volume Structure
Residential							
Average	75.65	74.34	78.49	78.75	-2%	4%	4%
Low	20.45	20.40	16.99	16.59	0%	-17%	-19%
High	164.29	174.13	185.59	182.96	6%	13%	11%
Multifamily							
Average	254.80	253.15	243.00	264.68	-1%	-5%	4%
Low	55.00	72.75	78.30	52.22	32%	42%	-5%
High	828.30	777.86	745.03	872.81	-6%	-10%	5%
Commercial							
Average	262.34	263.65	252.80	280.90	0%	-4%	7%
Low	97.80	125.32	147.54	98.88	28%	51%	1%
High	876.23	826.24	748.70	947.80	-6%	-15%	8%
Industrial							
Average	628.13	667.57	689.16	662.75	6%	10%	6%
Low	33.53	41.27	86.33	30.85	23%	157%	-8%
High	1,573.00	1,611.07	1,321.58	1,672.86	2%	-16%	6%
Irrigation - Industrial Customers							
Average	499.74	547.44	516.10	531.34	10%	3%	6%
Low	111.80	134.56	104.48	111.55	20%	-7%	0%
High	1,565.34	1,627.52	1,688.92	1,659.26	4%	8%	6%

*Base Fees include 75% of Peak Charges for Commercial and Industrial Customers

During the last meeting information regarding the residential winter averages over time was requested. The graph below depicts the system winter average since 2006. As noted, the average has decreased 19% since 2006 while the number of customers has increased by 54%.

Residential Winter Average 2006-2019



EXPECTED RESULTS:

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

TIMELINE:

Council adoption of new rates need to be completed during the second meeting in January 2020. Articles in the Boones Ferry Messenger and letters to the top 50 customers will be published and/or mailed in December. New rates/rate structure will be effective on March 1, 2020.

CURRENT YEAR BUDGET IMPACTS:

Due to an increase in the number of meetings that FCS has/will be attending, a second contract increase has been received. The total budget for the project will be close to \$90,000. Council will receive a request for a supplemental budget adjustment for the third adjustment that will be presented prior to the end of the fiscal year.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 12/6/2019

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 12/10/2019

COMMUNITY INVOLVEMENT PROCESS:

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

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

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

ALTERNATIVES:

N/A

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

None.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: December 16, 2019	Subject: Update on the Willamette Falls Locks Commission: Proposed Public Corporation and Request for Continued City Support Staff Member: Mark Ottenad, Public/Government Affairs Director Department: Administration	
Action Required	Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution Information or Direction <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: Councilor Joann Linville, the City Council's appointed representative to the Commission confirmed by the Governor's Office, will update Council on the results of the December 11 meeting of the Commission.	
Staff Recommendations: N/A		
Recommended Language for Motion: N/A		
PROJECT / ISSUE RELATES TO:		
<input type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

The Willamette Falls Locks Commission is poised on December 11, 2019, to recommend legislation and appropriation to the Governor and Oregon Legislative Assembly to form a Public Corporation to own, maintain and operate the Locks that includes proposed financial support from the State, Clackamas County, City and other entities.

Does the City Council wish to continue the City's policy of advocating for the repair and reopening of the Locks, and if so, to what degree — to include financial commitment, lobbying efforts and letters of support?

EXECUTIVE SUMMARY:

The Willamette Falls Locks Commission, established in 2017 by Oregon Senate Bill 256, was tasked with identifying a non-federal transferee to assume ownership of the shuttered Willamette Falls Locks, and to propose a potential governance and finance plan for which to make a transfer successful. In 2019, the Army Corps of Engineers finalized a disposition study affirming a desire to transfer the facility to a non-federal owner and commit limited funding to seismic repairs on the upper gates of the Locks to remove flood liability of the upper-Willamette River pool—roughly \$2.6 million.

The Commission’s recommendation is scheduled to include the creation of a Public Corporation to take ownership of the Locks and to request in the February 2020 “short” legislative session state funding of \$14 million for capital repairs to reopen the Locks. The proposed business model is divided into two phases.

- Phase 1—*the issue at hand for the City Council*—covers approximately the first four years of establishing and operating the Public Corporation, negotiating transfer of the facility from the US Army Corps of Engineers, and managing the capital repairs of the Locks. Because no existing revenue mechanism presently exists for the Locks, and revenue is dependent on an operational Locks facility, the proposal to fund this phase is primarily through ongoing local stakeholder contributions.
- Phase 2, starting in approximately five years, begins after the transfer and construction of the Locks are complete, and the facility has returned to operating status. During this phase, the expectation is for the Locks to meet its revenue goals through a variety of usage fees, including commercial, tourism, and recreational uses

Clackamas County has acted as the primary organizer and funder for lobbying efforts and staffing Locks-related work since 2015, working with Portland State University’s Oregon Solutions Center as facilitator that was funded through approximately \$180,000 of state funding under SB 256. The local stakeholder contribution to date totals \$773,530 (not including staff time from Clackamas, Metro, and West Linn), and includes funding partners from Metro, a variety of river users and advocates, the tourism industry, and a collection of cities, including Wilsonville at \$14,000. Portland General Electric and Wilsonville Concrete and Marine Industrial LLC, each of which have strategic interests in the Locks, have been two primary private-sector funders of the Commission’s work. See Exhibit D for a financial accounting.

The anticipated expenses of Phase 1 of the Public Corporation total \$350,000 per year, over a period of three to five years. Commission staff believe that work to repair, transfer, and reopen the Locks can occur in a three-year period, but years four and five are included for consideration to account for the volatility in the state and federal legislative process. See Exhibit B.

Commission Chair Russ Axelrod, Mayor of West Linn, is requesting that local stakeholders consider extending annual funding contributions at or above their historical levels, and sunset when Phase 2 of the business model begins. The City of Wilsonville has supported the Commission’s work with two (2) \$7,000 annual appropriations, for a total to date of \$14,000. The Commission Chair says, “Wilsonville has been providing \$7,000 per year and the Commission hopes that you are willing to continue support at that level, or more, between July 2020 and June 2025 as needed, until the Locks open and permanent funding kicks in. We are trying to raise \$75,000 per year total from the cities.” See Exhibit A.

Thus, the Commission seeks a contribution of \$7,000 per year or more from Wilsonville starting with FY 2020/21 for a three- to five-year commitment totaling at least \$21,000–\$35,000.

The Commission also seeks letters of support as part of a lobbying effort for state and federal support; see Exhibit E. Specifically, two letters are requested of the City:

1. Letter from the City to the Commission supporting Commission’s recommendation for proposed public corporation and committing to financial support;
2. Letter from the City to the Joint Committee on Ways and Means stating City’s support for the Commission’s work and recommendation, commitment to funding and advocating for \$14 million in state funding.

During the 2019 legislative session, the Co-Chairs of the Commission testified before the Joint Committee on Ways and Means to request \$14 million in lottery bonding authority. The Committee, however, indicated that the request was premature and asked that the Commission resubmit a proposal for lottery revenue bond authorization in the February 2020 legislative short session. The request for state funding should include details on:

- planned ownership of the Locks,
- actions required to transfer ownership,
- contributions toward renovations from the US Army Corps of Engineers,
- availability of other funds to support project costs, and
- a long-term sustainable business plan for continued operation and maintenance.

Background Information

The Commission has spent considerable time and effort over the past two years to examine various ownership/operating models and entities to receive ownership transfer of the Locks, and any accompanying potential liability. A number of commission members and City staff originally thought that the Port of Portland was the most logical state agency to take control of the Locks; however, the Port has been steadfast in opposing taking on responsibility for the Locks.

Other state agencies—including Oregon Department of Transportation (ODOT), Oregon Parks & Recreation Department (OPRD), Oregon Department of State Lands (DSL) and the Oregon State Marine Board—have been suggested, but none appeared quite appropriate given the agencies’ mission or capacity.

Finally, the concept of a Public Corporation appeared to be the only model that would work in this instance, and provide several benefits. A Public Corporation could be more entrepreneurial with fewer ‘state strings’ of bureaucratic requirements to satisfy and would be able to take advantage of reduced-cost state services for human resource administration, legal services, access to state fleet vehicles and other state government-related benefits. As a corporation, the entity would be overseen by a board and can enter into contracts, and can sue and be sued. See Exhibits B and C for a more detailed explanation of the proposed Willamette Falls Locks Authority.

Only three public corporations exist in Oregon; all three are considered highly successful in terms of generating positive revenues that do not require state subsidy:

1. OHSU – Oregon Health & Science University
2. SAIF – State Accident Insurance Fund Corporation
3. OSF – Oregon State Fair Corporation

EXPECTED RESULTS:

N/A

TIMELINE:

N/A

CURRENT YEAR BUDGET IMPACTS:

Funds are being requested for the next fiscal year, FY 2020/21, of at least \$7,000/year over a three- to five-year period, totaling a minimum of \$21,000 to \$35,000, to support formation and operation of the proposed Willamette Falls Locks Authority Public Corporation.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 12/6/2019

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 12/11/2019

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

An operational Locks would support continued operations of Wilsonville Concrete and Marine Industrial LLC and could provide new economic development opportunities for barging commodities to/from Wilsonville and Newberg, outdoor recreation, river travel, seismic resilience and tourism, including potential excursions by the Portland Spirit.

ALTERNATIVES:

N/A

CITY MANAGER COMMENT:

N/A

EXHIBITS:

- A Letter from Russell B. Axelrod, Mayor, City of West Linn and Chair of Willamette Falls Locks Commission to Mayor Tim Knapp, City Council, December 5, 2019
- B Draft Business Plan for Proposed Willamette Falls Locks Public Corporation (WFL Capital Repair & Operational Business Plan).
- C Draft Willamette Falls Locks Authority Public Corporation Legislative Concept for 2020
- D Local Contributions toward the Willamette Falls Locks Effort.
- E Templates for Letters of Support from Wilsonville to the Willamette Falls Locks Commission and the Joint Ways and Means Committee.



Oregon Solutions | National Policy Consensus Center
Portland State University | P.O. Box 751
Portland, OR 97207-0751

Phone (503) 725-8200 Web orsolutions.org/osproject/WFLC

Mayor Tim Knapp
City of Wilsonville
29799 SW Town Center Loop
Wilsonville, OR 97070

December 5, 2019

Dear Mayor Knapp,

On behalf of the Willamette Falls Locks Commission, I am writing to report on the Commission's activities and to ask for your continued support of the effort to repair and reopen the Locks. Wilsonville's support has been vital to the success of our effort to date and a sustained partnership will be critical to the success of the project.

As you know, the Willamette Falls Locks were closed to all river traffic in 2011. SB 256, adopted unanimously by the Oregon Legislature and signed by Governor Brown in 2017, established the Willamette Falls Locks Commission to oversee an effort to repair and reopen the Locks. The Locks Commission comprises public and private sector members plus non-voting members of the Oregon House and Senate, and is tasked with identifying a Locks governance and finance plan and negotiating with the US Army Corps of Engineers (USACE) to implement the plan. The USACE released a final disposition study this fall listing transfer of the Locks to a new owner as the preferred pathway.

This is the moment we have been working towards, and now is the time for all stakeholders to come together for this transfer to be successful. The Locks Commission has held eleven meetings to date and is close to fulfilling its mission, having agreed on the following items with broad consensus:

- **Governance.** After thorough review of a wide variety of ownership and governance options, the Locks Commission has concluded that the Locks should be owned, operated and maintained by a newly formed public corporation. This follows the successful model of Oregon Health Sciences University and the State Fair Board. The public corporation can be flexible and entrepreneurial but at the same time the Locks will be safely retained as a public asset. State Representative Mark Meek will be sponsoring a bill in the 2020 Oregon Legislative Session to implement this recommendation. A summary of the legislative concept to establish a Willamette Falls Locks Authority is attached.
- **Capital Repairs.** KPFF Consulting Engineers completed an independent engineering assessment for the Locks Commission to assess all needed repairs and future maintenance of the Locks. Based on this report, and the work that USACE has committed to do before transfer, the Commission has concluded that \$14.04 Million is needed for a full repair and upgrade of the facility. Accordingly, we are seeking an appropriation of that amount from Oregon lottery bonds in the 2020 Oregon Legislative Session. The full engineering assessment is available at the [Commission's website](#), located on the "meeting materials, resources, and background" page.
- **Business Plan for Operations and Maintenance.** As requested by the Ways and Means Committee of the Legislature to support the request for lottery bonding funds for the capital repairs and upgrades, the Commission is recommending a two-phase Business Plan for operations and maintenance of the Locks. Phase 1 covers the period before and during repairs

and would fund a single staff position, with a modest consulting budget, to oversee the varied activities that will be undertaken. Phase 1 is expected to have a 3 to 5 year horizon beginning in July 2020. Years four and five should only be necessary if state or federal legislation is delayed. A list of expected responsibilities is attached. Phase 2 describes ongoing operations and maintenance in 2025 and beyond, once the Locks are open and operating. As you will see in the attachments, Phase 1 relies on continued funding from project partners, which will be needed until a revenue can be generated from an operating Locks, which begins when the Locks are repaired and reopened.

In order to secure passage of the Public Corporation legislation and the capital funding requests, we must submit a feasible and funded business plan to Oregon legislators during this Phase 1 period. For this reason we are requesting that all of the funding partners, including Wilsonville, provide a letter of support for the chosen path and committing to financial support of the Phase 1 work. For your convenience, we have attached a template commitment letter which can of course be customized to suit your needs. Wilsonville has been providing \$7,000 per year and the Commission hopes that you are willing to continue support at that level, or more, between July 2020 and June 2025 as needed, until the Locks open and permanent funding kicks in. We are trying to raise \$75,000 per year total from the cities.

Because 2020 will be a short session, letters of support for the business plan are needed as early as possible, and by January 31 at the latest. If it would help, I and other Commission members would be pleased to discuss this further with you at any time or attend an upcoming Wilsonville City Council meeting/work session to discuss this project and its importance and address any comments or questions you may have.

As the legislative session progresses, we will certainly be reaching out to all partners for support at hearings and in working directly with legislators to pass the legislation. We hope we can also count on your involvement in that work.

You can reach me directly at raxelrod@westlinnoregon.gov / (503) 568-2804 or your staff can contact John Williams, West Linn's Deputy City Manager, at jwilliams@westlinnoregon.gov / (503) 742-6063. I look forward to hearing from you.

Sincerely,



Russell B. Axelrod
Mayor, City of West Linn and
Chair of Willamette Falls Locks Commission

Attachments:

- Summary of Draft Legislation establishing Willamette Falls Locks Authority
- Willamette Falls Locks Business Plan and Timeline including cost sharing proposals

Willamette Falls Locks Public Corporation Business Plan

DISCUSSION DRAFT – November 15, 2019

Updated to reflect feedback from the November 13, 2019 Meeting of the Willamette Falls Locks Commission

SUMMARY OF PC ACTIVITIES AND OPERATIONS DURING PHASES I (BEFORE & DURING REPAIR) & II (POST-REPAIR)

PHASE I: Years 2020 – 2024 (from end of Commission to opening of repaired locks)

Primary Activities: Launch the Public Corporation; negotiate and oversee transfer of the Locks; negotiate contracts and oversee capital improvements, administration and funding; negotiate operating agreements; marketing of the Locks to potential commercial/tourism users; and set the stage for the opening of the Locks.

PC Annual Expenses: \$350,000

PC Annual Revenues: \$350,000 (covered through shared allocations from multiple sources)

PHASE II: Years 2025 and Beyond (post-repair and ongoing)

Primary Activities: Continued oversight of programming, contracts and administration, Locks operation directly or indirectly, ongoing fundraising and marketing.

PC Expenses: \$610,500

PC Revenues: \$610,500 (covered through a mix of user fees, direct and indirect).

WFL Public Corporation Business Plan

PHASE I: 2020 – 2024 (I.E. FROM END OF COMMISSION TO OPENING OF REPAIRED LOCKS)

ASSUMPTIONS:

- Legislature (in 2020 Short Session) authorizes the formation of a Public Corporation to serve as the owner of the Locks, and have authority over its repair, upgrade and operations
- Legislature (also in 2020 Short Session) authorizes sufficient bond-backed funds to proceed with the repair of the Locks, including design, entitlements, and repair work
- Seed funding for this initial Phase I secured through IGAs with participating local and regional governments, as well as some mix of private funds and tourism grant funding and/or Marine Board grant funding

Expected Activities (also see detailed list of tasks for Phase I in Appendix A)

ADMINISTRATION

- Negotiate and oversee transfer of the Locks from the US Army Corps of Engineers to the PC
- Oversee the formation of the PC – incorporation, appointment of Board, adoption of bylaws, Board hires Executive Director or General Manager
- Establish and maintain the ongoing administration of the Locks
- Secure and oversee IGAs with entities providing funding during this Phase I; extend IGAs as necessary (i.e. some IGAs will be for a period of three years and may not fully cover the entire Phase I, which is projected to last four years)
- Oversee the negotiation of an IGA or contract with an operating entity in anticipation of an opening in 2024, unless the PC itself is the operator
- Secure capital funding – per terms of legislative allocation; potential Metro OS bond funds, potential tourism grants, Army Corps of Engineers funds, private/foundation support, etc.
- Secure Phase II permanent operational funding – negotiations with funders, legislation as necessary, etc.
- Obtain liability insurance for the PC, and assure that prior to opening of the Locks, any contracted/certified operators likewise obtain insurance (note that insurance needs will be very modest prior to re-opening of the Locks)
- Oversee environmental conditions (assessment and mitigation) as part of due diligence, including obtaining Prospective Purchaser Agreement if necessary
- In preparation for opening, seek a tourism grant to develop and implement a marketing and promotion campaign including target markets, advertising and subsidized operating support in the early years.
- Initiate private fund-raising campaign (i.e. charitable, tax-deductible private donations) for both operational and capital funds

CAPITAL REPAIRS

- Secure approval of permits for repair
- Negotiate repair work plan with affected parties – Corps, etc.
- Bid out repair project; select bidder; negotiate contracts
- Oversee the repair project (construction management) (the project repair budget includes a 30% contingency line item plus 20% for engineering and permitting)

WILLAMETTE FALLS LOCKS: PHASE I EXPENSES & REVENUE/FUNDING

Phase I: March 2020-2024 (Pre-opening, operating costs)	PC Operations Before & During Capital Improvements	
	Annual Expenses	
	\$135,000	PC Staffing (Director/Project Manager) 1.0 FTE or contracted position to oversee transition.
	\$165,000	Average/year in legal and consulting fees Depending on the expertise of PC Staff, will need Technical assistance, legal, lobbying, preparation of bid documents, construction management, office and administration.
	\$ 5,000	Insurance
	\$ 45,000	Contingency
	\$350,000	Total Expenses
	Annual Revenue/Funding	
	\$ 125,000	Annual industry funding (Tourism and Marine grants)
	\$150,000	Annual allocation from Metro, Port, Clackamas County
\$75,000	Other annual contributions (Cities of West Linn, Oregon City, Wilsonville, Lake Oswego, Gladstone, Milwaukie, Newberg, Portland, Canby; Marion and Yamhill counties, and others)*	
<u>\$TBD</u>	Private fund-raising Efforts	
\$350,000	Total Revenue/Funding**	
Balance		
\$0	Total Balance	

* Other potential sources include federal funds, tribal contributions, and PGE

** Does not include in-kind contributions that may be made available to the PC – office space, etc. Note also that some funding sources may not initially commit to the entire Phase I period, and may therefore require renewal based on satisfactory performance.

PHASE II: 2025 AND BEYOND (POST-REPAIR & ONGOING OPERATION)

Expected Activities

OPERATIONS

- Continue to administer the PC – oversee adherence to any requirements of funding entities; maintain insurance; administer operator certification program
- Operate the Locks, either directly or through IGA/contract with separate public or private entity
 - Certification program required for non-PC staff operation (commercial operators, State/local government staff)
- Fund raise/marketing
- Secure long-term operating funding as set forth in Table below – some combination of user fees paid by commercial entities (e.g. barge operations), tourism operators (tour boats to the wine country, etc.), and private recreational users.in the scenarios.
- Promote commercial use of the Locks through collaboration with Economic Development entities, tourism entities, private industry
- Ongoing maintenance directly or through contractors; major maintenance as needed.

WILLAMETTE FALLS LOCKS: PHASE II EXPENSES & REVENUE/FUNDING

Phase II: 2024 and beyond – post-reopening operating plan)	Preferred Alternative - (Commercial & Recreational Use)	
	Annual Expenses	<p>\$ 135,000 PC Staffing (Director/Project Manager) 1.0 FTE or contracted position responsible for oversight of certification program, contracts and maintenance as well as marketing</p> <p>\$ 45,500 Recreational boating hours (May-Oct., 26 weeks, at 35 hours/week). Assume a \$50/hour fee to operate during hours of operation.</p> <p>\$270,000 Annual Maintenance</p> <p>\$110,000 5-Year Maintenance Fund</p> <p>\$ 0 Sinking Fund*</p> <p>\$ 50,000 Insurance</p> <p>\$610,500 Total Expense</p>
	Annual Revenue/Funding	<p>\$203,500 1. Barged commodities (incl. aggregate and paper) @ approx. 35-cents/ton**</p> <p>\$203,500 2. Recreational boats (all motorized boats, and non-motorized craft over 10') Recommended funding: Boat licensing fee addition*** Transition funding (i.e. until the creation of a boat license fee addition): Passenger fee @ approximately \$5 per passenger****</p> <p>\$203,500 3. Tour boats Initial funding: Passenger fee @ approximately \$5 per passenger, until Tourism marketing grants or Marine fuel Tax increase Transition funding (until Marine fuel tax increase): Tourism marketing grants Long-term: Marine fuel tax increase</p> <p>\$610,500 Total Revenue/Funding</p>
	Balance	<p>\$0 Total Balance</p>

* Defer sinking fund to future grants for major rehab of gates and/or flood repair

** Based upon 2-barge lockage @ 700 tons per barge

*** Recreational boat Options:

- 15-cent/foot increase to statewide boat licensing fee
- 86-cent/foot increase to North Willamette Valley (8 county) boat licensing fee (Multnomah, Washington, Clackamas, Marion, Yamhill, Polk, Benton, Linn counties)

**** Strategic Plan for Water-based Tourism in Clackamas County, 2018 – identifies the potential for 15,000 recreational boat lockages. At 2.7 persons per boat and \$5 per person, potential revenue = \$202,500. This would start out lower and grow to the target over time.

Other Notes:

1. A reopened Locks will result in an estimated reduction of 1% of statewide greenhouse gas emissions due to an elimination of certain trucking routes related to aggregate transportation. As such, the project could potentially generate carbon credits should the State establish legislation creating a cap-and-trade program. These credits could serve as an additional revenue source.

Revenue potential from moorage fees (associated new up-river moorages) are not estimated in the above scenarios. Under this scenario, a reopened Locks will increase contributions to the Common School Fund as a portion of revenues from moorage fees collected by DSL goes into the Fund.

Appendix A

Detailed Willamette Falls Locks Pre-Opening Tasks

Administrative

- Governor appoints Board of Directors (per legislation); renew/replace appointees as terms expire
- Board to appoint executive director
- Administrative transition from SB 256 State Commission to HB ____ Public Corporation (includes discernment of legal funding from SB 256 administration)
- Form Finance and Human Resource policies for pre- and post-operation scenarios
- Contract with Army Corps of Engineers for transfer of ownership
- Contract (or work with Army Corps) for capital construction
- Finalize IGAs with local stakeholders for seed funding
- Work with USACE on training for Locks operations / Agency knowledge of facility
- Establish training plan for onboarding operations staff or minimal use business plan
- Establish preferred use of existing USACE barracks
- Adoption of bylaws for public corporation
- Obtain insurance and liability coverage
- Obtain permits for repairs
- (optional) Hire or contract administrative support

Business

- Work with stakeholders and partners on boat licensing rate
- Establish other funding strategies, as determined by Board
- Establish visitor and operation scenarios for Locks Museum
- Develop operations plan for level of desired service for Locks
- Develop maintenance strategy for Locks
- Decide on in-house vs contract operations
- Develop agreements on intent to use Locks (river users)
- Marketing responsibilities
 - Develop communication strategies for opening day, hours of operation, and predictability for interested users (recreation and commercial)
 - Discern new business opportunities and research potential markets
- Establish funding strategies
 - User fees for recreation vs boat license increase (recommendation for one or other, but not both)
 - Establish rates for “touring” vessels
 - Establish commercial rates for freight traffic
 - Establish “Friends” agency for 501(c)(3) donations

Advocacy and Partnership

- Join Pacific Northwest Waterways Association
- Regularly inform state and regional stakeholders on status of “project”
- Ensure state and regional stakeholders are jointly supporting state and federal efforts to “repair and reopen” Locks
- Participate in Willamette Falls Legacy Project and Willamette Falls and Landings Heritage Area Coalitions
- Maintain working partnership with PGE, Willamette Falls Paper Company, and City of West Linn

1 LC 4
2 Bill
3 11/7/19 (MAM)
4 2020 Regular Session
5

**Draft Willamette Falls Locks
Authority Public Corporation
Legislative Concept for 2020**

6 **Relating to Willamette Falls Locks Authority**; creating new provisions; amending sections 1, 2 and 4, chapter
7 734, Oregon Laws 2017; and declaring an emergency.
8

9 **SECTION 1. Definition.** As used in sections 1 to 11 of this 2019 Act, <<Willamette Falls Locks
10 project>> means:

11 (1) The project for navigation, Willamette Falls Locks, Willamette River, Oregon, authorized by
12 the Act of June 25, 1910 (36 Stat. 664, chapter 482);

13 (2) Any land in which the federal government had a property interest for the project described
14 in subsection (1) of this section as of the effective date of this 2020 Act; and

15 (3) Any improvements on the land described in subsection (2) of this section.

16 **SECTION 2. Establishment.** (1) The Willamette Falls Locks Authority is established as a public
17 corporation and shall exercise and carry out all powers, rights and privileges that are expressly
18 conferred upon the authority, are implied by law or are incident to such powers, rights and privileges.
19 The authority is an independent public corporation with a statewide mission and purposes and without
20 territorial boundaries. The authority is a governmental entity performing governmental functions and
21 exercising governmental powers but, except as otherwise provided by law, is not a unit of local or
22 municipal government or a state agency for purposes of state statutes or constitutional provisions.

23 (2) Unless otherwise provided by law, the authority is not subject to ORS chapters 182, 183, 238,
24 238A, 240, 270, 273, 276, 279A, 279B, 279C, 282, 283, 291, 292, 293 and 297 and ORS 35.550 to 35.575,
25 180.060, 180.210 to 180.235, 183.710 to 183.730, 183.745, 183.750, 190.430, 190.480, 190.490,
26 192.105, 200.035, 236.605 to 236.640, 243.105 to 243.585, 243.696, 278.011 to 278.120, 279.835 to
27 279.855, 283.085 to 283.092, 291.050 to 291.060, 357.805 to 357.895 or 656.017 (2).

28 (3) The mission of the authority is to establish ownership, oversight and management of the
29 Willamette Falls Locks project, for the purposes of:

30 (a) Enhancing the economic vitality of Oregon through facilitating the resiliency and navigability
31 of the Willamette River; and

32 (b) Repairing, maintaining, upgrading and operating the Willamette Falls Locks project and
33 associated properties and facilities for commercial, transportation, recreational, cultural, historic,
34 heritage and tourism purposes.

35 (4) The authority shall carry out the purposes described in this section and the duties of the
36 authority under sections 1 to 11 of this 2020 Act in the manner that, in the determination of the
37 authority, best promotes and implements the mission of the authority. Subject to any limitations

1 established under this chapter, the authority may take any necessary or expedient actions to:

2 (a) Enter into any agreements as necessary or expedient to perform any authorized function of
3 the authority, including but not limited to any agreements with the Assistant Secretary of the Army
4 (Civil Works) for the United States Army Corps of Engineers or other public or private entities as
5 necessary to:

6 (A) Establish ownership by the authority of the Willamette Falls Locks project;

7 (B) Repair, maintain, upgrade and operate the Willamette Falls Locks project and associated
8 property and facilities; and

9 (C) Provide for the training of personnel in operation of the navigation channel and locks;

10 (b) Ensure the financial viability of the authority;

11 (c) Promote the Willamette Falls Locks project to industries related to or interested in the
12 authority's business operations, properties or facilities; and

13 (d) Undertake improvements and maintenance activities, including dredging and channelization
14 activities, on and off premises owned, operated or under the jurisdiction of the authority, as the
15 authority determines are necessary or expedient to ensure the continued operation and utility of the
16 Willamette Falls Locks project as a navigation facility.

17 **SECTION 3. Authority members.** (1) The Willamette Falls Locks Authority shall consist of no
18 fewer than seven and no more than eleven individuals appointed by the Governor. An authority
19 member holds office for a term of four years but may be removed at any time at the pleasure of the
20 Governor. Members are eligible for reappointment. Prior to the expiration of the term of a member, the
21 Governor shall appoint a successor. If a member position becomes vacant for any reason, the Governor
22 shall appoint a successor to fill the unexpired term.

23 (2) A member of the authority must be a citizen of the United States and may not be an employee
24 of the authority. In appointing members to the authority, the Governor shall consult with the employees
25 of the authority, if any, and shall endeavor to appoint members with experience or expertise in a variety
26 of subjects related to the mission and purposes of the authority or with other experiences or expertise
27 that are important to the success of the authority. The Governor shall consider for appointment, but
28 need not be limited to appointing, representatives of:

29 (a) Federally recognized Oregon Indian Tribes with treaty interests in the Willamette Falls area;

30 (b) Regional or municipal governments;

31 (c) The marine industry;

32 (d) The tourism industry;

33 (e) Persons with experience in finance, marketing, or economic development; or

34 (f) Adjacent property owners.

35 (3) The authority shall elect one member as a chairperson and one member as vice chairperson,
36 with terms, duties and powers as determined by the authority. The authority shall adopt bylaws
37 establishing the required frequency of meetings and quorum requirements.

1 (4) A member of the authority is not entitled to compensation, but may be reimbursed as
2 provided by the policies and procedures of the authority for any actual and necessary travel and other
3 expenses incurred by the member in the performance of the member's official duties.

4 (5) Four members of the Legislative Assembly shall act as a nonvoting observers and advisors to
5 the authority and shall be appointed as follows:

6 (a) One shall be appointed by the President of the Senate from among members of the Senate;

7 (b) One shall be appointed by the Senate Minority Leader from among members of the Senate;

8 (c) One shall be appointed by the Speaker of the House of Representatives from among members
9 of the House of Representatives; and

10 (d) One shall be appointed by the House Minority Leader from among members of the House of
11 Representatives.

12 (6) The members of the Legislative Assembly selected under subsection (5) of this section may
13 not exercise any power, right or privilege of a member of the authority.

14 **SECTION 4. Initial membership.** (1) The Governor shall appoint the initial members of the
15 Willamette Falls Locks Authority no later than 180 days after the effective date of this 2020 Act.

16 (2) Notwithstanding the term of office specified in section 3 of this 2020 Act, of the members first
17 appointed by the Governor to the authority:

18 (a) Two shall serve for a term ending one year after the date of appointment;

19 (b) Two shall serve for a term ending two years after the date of appointment; and

20 (c) Two shall serve for a term ending three years after the date of appointment.

21 **SECTION 5. Locks authority director; status of locks authority director and employees.** (1) The
22 Willamette Falls Locks Authority shall appoint an executive director. The executive director is the
23 executive officer of the authority responsible for day-to-day operations. Subject to the supervision of
24 the authority, the executive director is authorized to direct the affairs of the authority. The executive
25 director serves at the discretion of the authority and shall perform such duties as the authority
26 prescribes.

27 (2) The executive director may employ subordinate employees as the executive director deems
28 reasonable for carrying out business operations and the operation of the properties and facilities of the
29 authority, including but not limited to the operation and maintenance of the Willamette Falls Locks
30 project. The executive director may delegate any duty, function or power of the executive director to a
31 subordinate employee except as otherwise proscribed by the authority.

32 (3) The members of the authority, the executive director and the employees of the authority are
33 not state employees and are not eligible for participation in state employee health benefit plans, state
34 employee deferred compensation plans or the Public Employees Retirement System. The authority
35 shall determine the compensation and benefit package for the executive director and other employees
36 of the authority. For purposes of any laws applicable to the authority as a public corporation, including
37 but not limited to ORS 30.260 to 30.300, the members of the authority, the executive director and the

1 employees of the authority are officers and employees of a public body.

2 (4) The authority and a state agency may enter into agreements for the state agency to provide
3 support services to the authority. If a state agency provides support services to the authority, the state
4 agency must provide the support services at the rate that the state agency would charge to other state
5 agencies for the services.

6 (5) The authority may invest in the investment pool described in ORS 294.805. For purposes of
7 ORS 294.805 to 594.895, the executive director is a local government official.

8 (6) The authority may retain private legal counsel or, notwithstanding ORS 180.060, may
9 contract for representation by the Attorney General. If the authority contracts for representation by
10 the Attorney General, the Attorney General shall charge the authority for services at the rate charged
11 state agencies for similar services.

12 **SECTION 6. Powers and duties of authority.** Except as may otherwise be provided by law, the
13 Willamette Falls Locks Authority may, within or outside the state:

14 (1) Adopt, alter, amend or repeal policies, procedures or bylaws for the organization,
15 administration, development and management of the authority.

16 (2) Enter into contracts and agreements involving property, goods or services with any public or
17 private entity as the authority deems reasonable to carry out the mission and purposes of the authority
18 or to execute any duties, functions or powers of the authority, including but not limited to:

19 (a) Contracts and agreements related to the operation of the Willamette Falls Locks project and
20 associated properties and facilities;

21 (b) The carrying out of the business operations of the authority;

22 (c) The construction, repair, maintenance, seismic stabilization, rehabilitation, upgrade or
23 insurance of authority properties and facilities; or

24 (d) To coordinate activities as needed with a dam and power plant owner licensed by the Federal
25 Energy Regulatory Commission.

26 (3) Establish advisory or technical committees and otherwise consult, cooperate or coordinate
27 with any public or private entity as the authority deems necessary or expedient to broaden
28 opportunities for public input on or to carry out the mission and purposes or duties of the authority.

29 (4) Acquire, purchase, receive, hold, control, convey, sell, manage, operate, lease, license, lend,
30 invest, improve, develop, use, dispose of and hold title in the name of the authority to property
31 constituting the Willamette Falls Locks project and associated lands, buildings, easements and museum
32 facilities, and any other real or personal property of any nature.

33 (5) Obtain any permits, approvals, or permissions needed in connection with the activities of the
34 authority.

35 (6) Exercise the power of eminent domain under ORS chapter 35 to acquire any right or interest
36 in real property as necessary or expedient to ensure the repair, upgrade, operation, maintenance or
37 access to the Willamette Falls Locks project and any associated properties and facilities.

1 (7) Sue and be sued in its own name.

2 (8) Encourage and accept grants, gifts and donations for the benefit of the authority, and subject
3 to the terms of the gift, retain, invest and use such gifts as deemed appropriate by the authority.

4 (9) Acquire, receive, hold, keep, pledge, control, convey, manage, use, lend, expend and invest
5 funds, appropriations, grants, gifts, bequests, stock and revenue from any source.

6 (10) Borrow money for the needs of the authority, in such amounts and for such time and upon
7 such terms as may be determined by the authority or the board.

8 (11) Purchase any and all insurance, operate a self-insurance program or otherwise arrange for
9 the equivalent of insurance coverage of any nature and for the indemnity and defense of the members
10 of the authority or any officers, agents, employees or other persons designated by the authority to carry
11 out or to further the mission and purposes of the authority.

12 (12) Establish charges and fees, including but not limited to charges and fees for services by the
13 authority and for the use, lease or rental of authority properties and facilities.

14 (13) Contract for law enforcement or security services for authority properties and facilities.

15 (14) Establish and exercise broad operational authority over the Willamette Falls Locks project
16 and associated properties and facilities, including but not limited to establishing days and times of
17 service and a certification program to enable self-operation of the navigation canal and locks by certain
18 users.

19 (15) Establish an operations training program that provides education for all operators of the
20 Willamette Falls locks system, including but not limited to employees and volunteers of the authority,
21 contractors, or commercial operators, to operate the locks in conformance with all safety and
22 operational requirements.

23 (16) Perform any other acts that in the judgment of the authority are necessary or expedient in
24 accomplishing the public mission and purposes described in section 2 of this 2020 Act or carrying out
25 the powers granted by sections 1 to 11 of this 2020 Act.

26 **SECTION 7. Creation of tax-exempt entity by authority.** (1) Pursuant to section 6 of this 2020 Act,
27 the Willamette Falls Locks Authority may create and maintain an entity that is exempt from federal
28 income tax under section 501(c)(3) of the Internal Revenue Code, as amended, for the purpose of
29 advancing the mission of the authority.

30 (2) Any entity created by the authority under subsection (1) of this section shall be considered:

31 (a) A unit of local government for purposes of ORS 190.003 to 190.130;

32 (b) A public body for purposes of ORS 30.260 to 30.300 and 307.112;

33 (c) A public agency for purposes of ORS 200.090; and

34 (d) A public corporation for purposes of ORS 307.090.

35 **SECTION 8. Revenue bonds.** (1) The Willamette Falls Locks Authority may from time to time issue
36 and sell revenue bonds in accordance with ORS Chapter 287A, except that ORS 287A.150 (2) to (6) do
37 not apply to revenue bonds issued by the authority. Revenue bonds issued by the authority are not to

1 any extent a general obligation of the authority nor a charge upon any revenues or property of the
2 authority not specifically pledged as security for the revenue bonds. An obligation described in this
3 section is not an indebtedness of the State of Oregon.

4 (2) Revenue bonds issued by the authority pursuant to ORS chapter 287A shall be considered to
5 be bonds of a political subdivision of the State of Oregon for the purposes of all laws of the state.

6 (3) The authority may, pursuant to ORS 287A.360 to 287A.380, issue refunding bonds of the same
7 character and tenor as the revenue bonds replaced by the refunding bonds.

8 **SECTION 9. Financing agreements.** (1) As used in this section:

9 (a) <<Credit enhancement agreement>> means any agreement or contractual relationship
10 between the Willamette Falls Locks Authority and any bank, trust company, insurance company, surety
11 bonding company, pension fund or other financial institution providing additional credit on or security
12 for a financing agreement or certificates of participation.

13 (b) <<Financing agreement>> means a lease-purchase agreement, an installment sale
14 agreement, a loan agreement, note agreement, short-term promissory notes, commercial papers, lines
15 of credit or similar obligations or any other agreement to finance real or personal property that is or
16 will be owned and operated by the authority, or to refinance previously executed financing agreements.

17 (c) <<Personal property>> means tangible personal property, software and fixtures.

18 (d) <<Property rights>> means, with respect to personal property, the rights of a secured party
19 under ORS chapter 79, and, with respect to real property, the rights of a trustee or lender.

20 (e) <<Software>> means software and training and maintenance contracts related to the
21 operation of computing equipment.

22 (2) The Willamette Falls Locks Authority may enter into financing agreements in accordance
23 with this section, upon such terms as the authority determines to be necessary or desirable. Amounts
24 payable by the authority under a financing agreement are limited to funds specifically pledged,
25 budgeted for or otherwise made available by the authority. If there are insufficient available funds to
26 pay amounts due under a financing agreement, the lender may exercise any property rights that the
27 authority has granted to the lender in the financing agreement against the property that was purchased
28 with the proceeds of the financing agreement, and may apply the amounts so received toward payments
29 scheduled to be made by the authority under the financing agreement.

30 (3) The authority may:

31 (a) Enter into agreements with third parties to hold financing agreement proceeds, payments
32 and reserves as security for lenders, and to issue certificates of participation in the right to receive
33 payments due from the authority under a financing agreement. Amounts held pursuant to this
34 paragraph shall be invested at the direction of the authority. Interest earned on any investments held
35 as security for a financing agreement may, at the option of the authority, be credited to the accounts
36 held by the third party and applied in payment of sums due under a financing agreement.

37 (b) Enter into credit enhancement agreements for financing agreements or certificates of

1 participation, provided that the credit enhancement agreements must be payable solely from funds
2 specifically pledged, budgeted for or otherwise made available by the authority and amounts received
3 from the exercise of property rights granted under the financing agreements.

4 (c) Use financing agreements to finance the costs of acquiring or refinancing real or personal
5 property, plus the costs of reserves, credit enhancements and costs associated with obtaining the
6 financing.

7 (d) Grant leases of real property with a trustee or lender.

8 (e) Grant security interests in personal property to trustees or lenders.

9 (f) Make pledges for the benefit of trustees and lenders.

10 (g) Purchase fire, liability, flood and extended insurance coverage or other casualty insurance
11 for property that is acquired, transferred or refinanced with proceeds of a financing agreement, assign
12 the proceeds thereof to a lender or trustee to the extent of their interest, and covenant to maintain the
13 insurance while the financing agreement is unpaid, so long as available funds are sufficient to purchase
14 such insurance.

15 (4) A lease or financing agreement under this section does not cause otherwise exempt property
16 to be subject to property taxation. A lease or financing agreement is disregarded in determining
17 whether property is exempt from taxation under ORS chapter 307.

18 **SECTION 10. Audits; report to Legislative Assembly.** (1) The Willamette Falls Locks Authority
19 shall submit to periodic audits by the Secretary of State. The authority shall, no less than annually,
20 retain a public accounting firm to examine and attest to the financial operations of the authority. The
21 authority shall include the results of any public accounting in the annual report submitted to the
22 Legislative Assembly under subsection (2) of this section.

23 (2) The authority shall, not later than April 15 of each even numbered year, file an annual report
24 with the Governor and a committee or interim committee of the Legislative Assembly related to
25 economic development. The report shall describe the activities and operations of the authority during
26 the preceding calendar year.

27 **SECTION 11. Unauthorized use of facilities; penalty.** A person who gains or attempts to gain
28 unauthorized access to or use of the properties or facilities of the Willamette Falls Locks Authority in
29 violation of any use restriction or conditions imposed by the authority, including payment of fees,
30 commits a Class D violation. In addition to any enforcement officers specifically identified in ORS
31 153.005, the executive director of the Willamette Falls Locks Authority and other employees of the
32 Willamette Falls Locks Authority may issue citations for violations of this section.

33 **SECTION 12.** Section 1, chapter 734, Oregon Laws 2017, is amended to read:

34 **Sec. 1.** (1) There is established the Willamette Falls Locks Commission for the purposes described in
35 section 2 of this 2017 Act, consisting of 23 members appointed as follows:

36 (a) The Governor shall appoint:

37 (A) One member who is the chair or a member of the Clackamas County Board of County Commissioners,

1 pursuant to a recommendation of the board;

2 (B) One member who is the chair or a member of the Marion County Board of County Commissioners,
3 pursuant to a recommendation of the board;

4 (C) One member who is the chair or a member of the Yamhill County Board of County Commissioners,
5 pursuant to a recommendation of the board;

6 (D) One member who is the president or a member of the governing body of the metropolitan service
7 district for the Portland metropolitan area, pursuant to a recommendation from the governing body;

8 (E) One member who is a representative of the Confederated Tribes of the Grand Ronde Community of
9 Oregon, pursuant to a recommendation of the tribal council;

10 (F) One member who is a representative of a Columbia River tribe that is a party to the terms of a treaty
11 of 1855 between the tribe and the United States of America;

12 (G) One member who is a representative of the State Parks and Recreation Department;

13 (H) One member who is a representative of the Port of Portland;

14 (I) One member who is a representative of the Department of Transportation;

15 (J) One member who is a representative of the Oregon Business Development Department;

16 (K) Pursuant to a recommendation by that city's governing body, one member who is the mayor or a
17 member of the governing body of each of the following cities, to represent the cities' interests in the Willamette
18 Falls navigation canal and locks:

19 (i) The City of Oregon City;

20 (ii) The City of West Linn; and

21 (iii) The City of Wilsonville;

22 (L) One member to represent the collective interests of local businesses and economic development in
23 Clackamas County, pursuant to a recommendation of the Clackamas County Board of County Commissioners;

24 (M) One member to represent the collective interests of the tourism and recreation industries in
25 Clackamas County, pursuant to a recommendation by the Clackamas County Board of County Commissioners;

26 (N) One member to represent the residents of Clackamas County, pursuant to a recommendation by the
27 Clackamas County Board of County Commissions; and

28 (O) One member to represent an environmental or ecological nonprofit organization.

29 (b) The President of the Senate shall appoint one member from among the members of the Senate.

30 (c) The Senate Minority Leader shall appoint one member from among the members of the Senate.

31 (d) The Speaker of the House of Representatives shall appoint two members from among the members
32 of the House of Representatives.

33 (e) The House Minority Leader shall appoint two members from among the members of the House of
34 Representatives.

35 (2) The term of office of each member of the commission appointed by the Governor is four years, but a
36 member serves at the pleasure of the Governor. Before the expiration of the term of a member, the Governor
37 shall appoint a successor whose term begins on January 1 of the following year. A member is eligible for

1 reappointment.

2 (3) If there is a vacancy for any cause, the appointing authority shall make an appointment to become
3 immediately effective for the unexpired term.

4 (4) Members of the commission are not entitled to compensation and may not be reimbursed for travel
5 or other expenses incurred by them in the performance of their official duties.

6 (5) Members of the Legislative Assembly appointed to the commission are nonvoting members of the
7 commission and act in an advisory capacity only.

8 (6) The commission shall select one of its members as chairperson and another as vice chairperson, for
9 terms and with duties and powers necessary for the performance of the functions of the offices as the
10 commission determines.

11 (7) The commission may elect an executive committee to consist of three or more members. The
12 executive committee has and may exercise all authority of the commission.

13 (8) Official action by the commission requires the approval of a majority of the voting members of the
14 commission.

15 (9)(a) The commission shall meet [~~no less than six times per year~~] at times and places specified by the
16 call of the chairperson or of a majority of the voting members of the commission. [~~The commission shall include
17 an opportunity for public comment as an item on the agenda of at least two meetings per year.~~]

18 (b) The commission shall notify federally recognized Indian tribes and known interested parties of the
19 dates and times of commission meetings.

20 (10) ORS 192.311 to 192.478 and 192.610 to 192.690 apply to the records and meetings of the
21 commission. [2017 c.734 :S.1]

22 **SECTION 13.** Section 2, chapter 734, Oregon Laws 2017, is amended to read:

23 **Sec. 2. (1) As used in this section, <<Willamette Falls Locks project>> has the meaning given that**
24 **term in section 1 of this 2020 Act.**

25 [(1)] (2) The Willamette Falls Locks Commission shall:

26 [(a) Serve as a body to advise state, local and regional government agencies on the development and
27 implementation of state policies relating to the repair, reopening, operation and maintenance of the Willamette
28 Falls navigation canal and locks;]

29 [(b) Address issues relating to the transfer of ownership, operation and financing of the navigation canal
30 and locks from a state, local and regional perspective;]

31 [(c) Make recommendations for, and assist in coordination of, funding responsibilities, including
32 possible recommendations for the formation of an intergovernmental agreement between state, local, regional
33 and federal agencies for the repair, reopening, operation and maintenance of the navigation canal and locks;]

34 [(d) Investigate a framework for the ownership, operations and management of the navigation canal
35 and locks;]

36 [(e) Negotiate ownership, operation and management of the navigation canal and locks with the United
37 States Army Corps of Engineers;]

1 ~~[(f) Communicate state policies relating to the repair, reopening, operation and maintenance of the~~
2 ~~navigation canal and locks to the Oregon Congressional Delegation; and]~~

3 **(a) Serve as a body to advise the Governor in appointment of the initial members of the**
4 **Willamette Falls Locks Authority pursuant to section 3 of this 2020 Act;**

5 **(b) Provide advice and assistance to the Governor or the Willamette Falls Locks Authority**
6 **established under section 2 of this 2020 Act, as requested by the Governor or the board, on any matters**
7 **relating to the Willamette Falls Locks project and as necessary to facilitate an orderly transition from**
8 **the commission to the authority of responsibilities for the development and implementation of state**
9 **policies relating to the Willamette Falls Locks project; and**

10 ~~[(g)]~~ **(c) Consider any other matters the commission considers necessary with respect to advising the**
11 **Willamette Falls Locks Authority on the ownership and operation of the** ~~[navigation canal and locks]~~
12 **Willamette Falls Locks project.**

13 (2) The commission may establish advisory or technical committees as the commission considers
14 necessary to aid and advise the commission in the performance of its functions. The committees may be
15 continuing or temporary committees. The commission shall determine the representation, membership, terms
16 and organization of the committees and shall appoint the members of the committees.

17 (3) Oregon Solutions at Portland State University shall provide staffing and other resources as required
18 by the commission to carry out the duties of the commission. [2017 c.734 :s.2]

19 **SECTION 14.** Section 4, chapter 734, Oregon Laws 2017, is amended to read:

20 **Sec. 4.** Sections 1 and 2 of this 2017 Act are repealed on ~~[December 31, 2023]~~ **January 2, 2021.** [2017
21 c.734 :S.4]

22 **SECTION 15.** **This 2020 Act being necessary for the immediate preservation of the public peace,**
23 **health and safety, an emergency is declared to exist, and this 2019 Act takes effect on its passage.**

Local Contributions toward the Willamette Falls Locks Effort*

2015-17 State and Federal Advocacy and Support to Locks Task Force

	Clackamas County	\$158,250
	Metro	\$113,000
	Industry	\$16,000
Subtotal		<u>\$287,250</u>

2018-19 Due Diligence and support to Locks Commission

	Clackamas County	\$120,000
	Metro	\$120,000
	Marine industry	\$60,000
	Tourism Industry	\$100,000
Cities		
	West Linn	\$30,000
	Oregon City	\$14,000
	Wilsonville	\$14,000
	Lake Oswego	\$12,000
	Gladstone	\$5,000
	Milwaukie	\$5,000
	Newberg	\$2,500
Subtotal		<u>\$482,500</u>

2019 Additional Fees

	Clackamas County	\$3,780
Subtotal		<u>\$3,780</u>

GRAND TOTAL **\$773,530**

*Does not include staff time expended

Template for Letter of Support from the City of Wilsonville to the Willamette Falls Locks Commission

Date

Willamette Falls Locks Commission
c/o Turner Odell, Oregon Solutions
National Policy Consensus Center (NPCC)
Portland State University
PO Box 751
Portland, OR 97207-0751

Dear Chair Axelrod and Willamette Falls Locks Commission,

I am writing to express *(our organization's)* support for the continued effort to repair and reopen the Willamette Falls Locks during the interim, Phase 1, development of the Locks Authority. This effort is important to us because...*(customize: economics, tourism, historic/cultural, environmental, resiliency, etc...)*

As a result, we support the Commission's work in the 2020 Oregon Legislative Session to create a new Willamette Falls Locks Authority and to secure capital funding for the urgently needed repairs to the Locks. If these efforts are successful, we are prepared to support the Locks Authority's Phase 1 work with a contribution of \$XX,000 per year beginning in July 2020 and lasting a maximum of five years. This commitment is conditional on the successful passage of the needed legislation, and on the commitments of other organizations as described in the Willamette Falls Locks Business Plan, without which the effort will not be successful.

We look forward to continued partnership with the broader coalition to achieve the important goal of keeping the Willamette River as one river.

Sincerely,

Person
Title, Organization

Template for Letter of Support from the City of Wilsonville to the Oregon Legislature Joint Committee on Ways and Means

Date

To the Joint Committee on Ways and Means Co-Chairs Senator Johnson, Senator Steiner
Hayward, Representative Rayfield, and Members:

I am writing to express *(our organization's)* support for the appropriation of \$14 Million from
lottery bonds for the capital repairs and upgrades to reopen the Willamette Falls Locks.

This effort is important to us because...*(customize and be specific to your
community/organization: economics, tourism, historic/cultural, environmental, resiliency, etc...)*

State your organization's commitment to the project – financial/otherwise

We appreciate your time on this important issue and stand ready to answer any questions you
may have.

Sincerely,

Person
Title, Organization

BYLAWS OF THE SISTER CITY ADVISORY BOARD
CITY OF WILSONVILLE, OREGON

DATE

I. CHARTER/PURPOSE.

The purpose of the Wilsonville Sister City Advisory Board ("Board") is to help guide and support the development and activities of the Sister City Program, whose mission is to encourage cross-cultural understanding and to promote educational and economic exchange between the citizens of Wilsonville and our Sister City Kitakata, Japan. This is an advisory board to the Wilsonville Mayor and City Council.

The Board serves in an advocacy, supporting and ambassadorial capacity and will assist in organizing events and promoting a positive image and good relations for the Sister City Program and the City of Wilsonville within the community, the region, the state and internationally.

The Board of Wilsonville Sister City Program is a standing committee of the City of Wilsonville.

Board members work to further advance the planning and implementation of initiatives that support the Sister City Program. The Board may recommend general policies and activities and otherwise advise and support the Mayor and City Council. The Board may express its opinion on policy recommendations submitted to it by the Mayor and City Council.

II. MEMBERSHIP.

The Board shall consist of seven (7) members. Official terms of office of Board members shall begin January 1st of the year following appointment, unless the member is appointed to fill an unexpired term, in which case the Board member shall serve until the end of the term he or she was appointed to fill. The terms of members of the Board shall be staggered. All recommendations for appointments to the Board shall be made by the Mayor of the City of Wilsonville with ratification by the Wilsonville City Council.

Decisions on renewal of a Board member will be made by the Mayor and ratified by the City Council.

The appointment of a member shall automatically terminate upon the member's unexcused absence of three (3) consecutive meetings during a 12-month period.

Upon completion of a term, a member who does not continue with the Board shall be designated an "emeritus board member." Emeritus board members will be kept informed of Board activities and invited to continue close association with the Program. Emeritus members are regarded as ex-officio members of the Board and are welcome to attend meetings regularly and be heard, though may not vote or be considered as a member for the purposes of establishing a quorum.

Members shall be deemed public officials for the purposes of Oregon's Public Meetings Law and State ethics laws.

III. OFFICERS AND COMMITTEES.

The Chairperson and Officers of the Board will be elected by the Board. The Chairperson will serve no more than two consecutive one-year terms or until a successor is elected, whichever is later. The Chairperson will chair meetings of the Board and work with the Staff Liaison in formulating agendas.

IV. MEETINGS.

Regular meetings of the Board shall be held at such times and places as are determined by the Board.

Board members shall receive written notice of said meetings by an agenda remitted to them before meetings. All meetings shall comply with the requirements of Oregon Public Meetings Law.

V. BOARD FORMULATION.

Board membership staggering will proceed as follows: of the members first appointed, three members shall be appointed for a two-year term and four members shall be appointed for a four-year term. Subsequent appointments shall be for a term of four years. There is not a limit on the number of terms a board member can serve.

VI. DUTIES OF THE BOARD.

Duties of the Board shall be to fulfill the mandate set forth by the City Council. In addition, the Board of Directors shall support the development of the Sister Cities Program through:

- a. Assisting in the development of strategic plans
- b. Submitting recommendations and requests for the annual program budget
- c. Recommending program policies to the City Council
- d. Conducting activities through projects and events to support:
 - 1) Resource development;
 - 2) Promotion of cross-cultural understanding and exchange between the community of Wilsonville and its Sister Cities;
 - 3) Community support and public relations and outreach.

VII. VACANCIES ON THE BOARD.

Vacancies in any Board position shall be filled by appointment from the Mayor, with confirmation from the City Council. Those so appointed shall hold office until such position would normally terminate.

VIII. OFFICERS.

Officers of the Board shall be a Chair and Vice-Chair together with such other officers as the Board from time to time may require.

- a. DUTIES OF THE CHAIR. The Chair shall preside over all meetings of the Board of Directors, call the Board together whenever they deem necessary and generally discharge the duties as are properly required of them by the Board. The Chair, in consultation with the Sister City Staff Liaison, shall prepare the agenda for all Board meetings.
- b. DUTIES OF THE VICE-CHAIR. The Vice-Chair shall preside over all meetings of the Board in the absence of the Chair. The Vice-Chair otherwise shall exercise such powers and perform such duties as properly shall be determined by the Board.
- c. ELECTION AND TERM OF OFFICERS OF THE BOARD. Each officer on the Board shall be elected by the Board for a one-year term and shall serve for no more than two terms of one year's duration each in any office. Elections shall be held at the first meeting of the Board each year, and officers shall assume office immediately following the elections.

With the exception of the initial year of the Board, all officers of the Board shall serve on the Board at least one year before becoming eligible for office.

- d. VACANCIES. Vacancies in the position of Chair and Vice-Chair regardless of cause, shall be filled by majority vote of the remaining members of the Board, and those elected to fill such positions shall hold office until the next regularly scheduled election as described in subsection c above.

IX. THE MEETINGS OF THE BOARD.

- a. SPECIAL MEETINGS. Special meetings of the Board may be called at any time at the discretion of the Chair and shall be promptly called upon written request of any three members of the Board to the Chair. Such meetings shall be held at the location designated by the Chair.
- b. NOTICE OF BOARD MEETINGS. Notice of all regular and special Board meetings shall be as given to the public in compliance with the applicable statutes of the State of Oregon, and notice of special meetings shall be given to each Board member either in writing or by telephone at least 24 hours prior to the meeting time. Failure to give such notice shall not of itself void any action properly taken by the Board.

- c. QUORUM AND VOTE. Four of the appointed Board members constitutes a quorum and shall be required in order to transact business or take official action. A majority of the full Board must be present to consider any item on the agenda.
- d. ORDER OF BUSINESS. Business at both regular and special meetings of the Board shall be conducted according to Roberts Rules of Order Revised. Any Board Member may introduce any business not included in the scheduled agenda at the discretion of the presiding officer.
- e. RECORD KEEPING. The Staff Liaison shall keep the minutes of all official Board meetings.
- f. OPERATING BUDGET. The Staff Liaison shall be responsible for drafting requests for an operating budget in conjunction with the Board. The Board shall review the budget and recommend changes. The City Council shall have final say on the annual program budget.

X. STAFF LIAISON TO THE BOARD.

The Sister Cities Staff Liaison shall serve as the Liaison to the Wilsonville Sister City Board as determined by the City Manager or his/her designee.

XI. AMENDMENTS.

These Bylaws may be altered, amended or repealed upon thirty days' notice at any meeting of the Board by a vote of at least two-thirds of all the incumbent Board members. Amendments shall not be effective until recommended to the City Council, approved by the City Attorney for conformance to City Code and ratified by the Council.

Approved and adopted by the Wilsonville City Council on _____ **DATE** _____.

2019 Kitakata Student Delegation Expenses

Date	Description	Pd by	Donation	Food/ Meals	Supplies	Gifts	Activity	Misc	Total by Day
SATURDAY (Bus Arrival at Community of Hope Church)									90.86
10/26	Donuts, Drinks, Water Btls	Kyoko		18.00		62.86			
10/26	Juice, cups	Bev	Yes		10.00				
SATURDAY (Arrival, Welcome Potluck at Stein-Boozier Barn):									742.03
10/26	Gift Bag Content (Oregon items)	Travel OR	Yes			189.24			
10/26	Gift Bag & Contents	Sue				42.04			
10/26	Fun Center Passes	Bulwinkles	Yes			125.00			
10/26	Gift Bag Contents	City				250.00			
10/26	Barn Rental	City					0.00		
10/XX	Tablecloths, Centerpieces, Cutlery	Bev			135.75				
MONDAY (Breakfast with Mayor, Comm. Ctr., Fred Meyer Shopping, Pacific Hazelnuts, Frog Pond Farm):									716.00
10/28	Jimmy John Lunch	Ashleigh		147.00					
10/28	Light Breakfast with Mayor	City		205.00					
10/28	Welcome Flags	City		50.00					
10/28	Gift for Mayor Endo	City				50.00			
10/29	Frog Pond Fee	Bev					264.00		
TUESDAY (Mult Falls, Fish Hatchery, The Dalles Discovery Ctr.):									262.49
10/29	McDonald's for lunch	Bob		147.51					
10/29	The Dalles Discovery Ctr Adm	Bob					87.00		
10/29	Quarters for feeding fish	Bob	Yes	3.00					
10/24	Snacks	Bev		24.98					
WEDNESDAY (Boeckman Primary / Wilsonville High, City Tour, CREST Env. Ctr.):									277.25
10/30	Wilsonville Hight School Lunch	WHS	Yes	86.25					
THURSDAY (Scavenger Hunt, Library, Lowrie Primary, Bowling):									
10/31	Wilsonville Lanes Bowling	Lois					168.00		
10/31	Halloween Accessories	Lois					23.00		
FRIDAY (Newport: Hatfield Marine Sc. Ctr., Waterfront, Tsunami debri, Beach):									208.34
10/2	Newport Parks and Rec Mtg Rm	Cathy						28.50	
11/1	Hatfield Visitor Ctr Donation for Adm	Cathy					51.00		
10/26	Candy / Snacks	Bob		23.97					
10/31	Pop for lunch	Bob		13.95					
10/XX	Lunch (Wraps from Costco, etc.)	Cathy		90.92					
SUNDAY (Farewell Dinner at Community Center):									2,076.57
11/3	BBQ Dinner Catered	City		1,799.10					
11/3	Community Center Rental	City					0.00		
10/XX	Farewell Gifts / Tablecloths	Bev			15.99	176.89			
11/2	Slide Show Supplies	Stephen	Yes					75.00	
10/31	Calendar	Cathy				9.59			
OVERALL (No Particular Day):									3,465.68
-	Blue Star Bus	Kitakata	Yes					3,415.68	
-	City Representative Expenses	City						50.00	
GROSS TOTALS									
	Total Donation Value			89.25	10.00	314.24	0.00	3,490.68	3,904.17
	Total Expenses Paid			2,520.43	151.74	528.52	593.00	78.50	3,872.19

FUTURE ANTICIPATED COSTS

Date	Description	Donation	Food/ Meals	Supplies	Gifts	Activity	Misc	Total by Day
SATURDAY (Bus Arrival at Community of Hope Church)								90.86
10/26	Donuts, Drinks, Water Btls		18.00		62.86			
10/26	Juice, cups	Yes		10.00				
SATURDAY (Arrival, Welcome Potluck at Stein-Boozier Barn):								742.03
10/26	Gift Bag Content (Oregon items)	Yes			189.24			
10/26	Gift Bag & Contents				42.04			
10/26	Fun Center Passes	Yes			125.00			
10/26	Gift Bag Contents				250.00			
10/26	Barn Rental					0.00		
10/XX	Tablecloths, Centerpieces, Cutlery			135.75				
	Catered Dinner vs. pot luck dinner		2,000.00					
SUNDAY (organized trip to the movies/fun center/etc)								
	Movies					500.00		500.00
MONDAY (Breakfast with Mayor, Comm. Ctr., Fred Meyer Shopping, Pacific Hazelnuts, Frog Pond Farm):								716.00
10/28	Jimmy John Lunch		147.00					
10/28	Light Breakfast with Mayor		205.00					
10/28	Welcome Flags		50.00					
10/28	Gift for Mayor Endo				50.00			
10/29	Frog Pond Fee					264.00		
TUESDAY (Mult Falls, Fish Hatchery, The Dalles Discovery Ctr.):								414.98
10/29	Provide lunch other than McDonalds		300.00					
10/29	The Dalles Discovery Ctr Adm					87.00		
10/29	Quarters for feeding fish	Yes	3.00					
10/24	Snacks		24.98					
WEDNESDAY (Boeckman Primary / Wilsonville High, City Tour, CREST Env. Ctr.):								277.25
10/30	Wilsonville Hight School Lunch	Yes	86.25					
THURSDAY (Scavenger Hunt, Library, Lowrie Primary, Bowling):								
10/31	Wilsonville Lanes Bowling					168.00		
10/31	Halloween Accessories					23.00		
FRIDAY (Newport: Hatfield Marine Sc. Ctr., Waterfront, Tsunami debri, Beach):								208.34
10/2	Newport Parks and Rec Mtg Rm						28.50	
11/1	Hatfield Visitor Ctr Donation for Adm					51.00		
10/26	Candy / Snacks		23.97					
10/31	Pop for lunch		13.95					
10/XX	Lunch (Wraps from Costco, etc.)		90.92					
SUNDAY (Farewell Dinner at Community Center):								2,076.57
11/3	BBQ Dinner Catered		1,799.10					
11/3	Community Center Rental					0.00		
10/XX	Farewell Gifts / Tablecloths			15.99	176.89			
11/2	Slide Show Supplies	Yes					75.00	
10/31	Calendar				9.59			
OVERALL (No Particular Day):								3,465.68
-	Blue Star Bus (cover this cost)	Yes					3,415.68	
-	City Representative Expenses						50.00	
GROSS TOTALS			4,762.17	161.74	842.76	1,093.00	3,569.18	10,428.85

CITY COUNCIL ROLLING SCHEDULE Board and Commission Meetings 2019

Items known as of 12/12/19

December

DATE	DAY	TIME	EVENT	LOCATION
12/23	Monday	6:30 p.m.	DRB Panel B - Cancelled	Council Chambers

January

DATE	DAY	TIME	EVENT	LOCATION
1/6	Monday	7:00 p.m.	City Council Meeting	Council Chambers
1/8	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
1/13	Monday	6:30 p.m.	DRB Panel A	Council Chambers
1/22	Wednesday	6:30 p.m.	Library Board	Library
1/23	Thursday	7:00 p.m.	City Council Meeting	Council Chambers
1/27	Monday	6:30 p.m.	DRB Panel B	Council Chambers

February

DATE	DAY	TIME	EVENT	LOCATION
2/3	Monday	7:00 p.m.	City Council Meeting	Council Chambers
2/10	Monday	6:30 p.m.	DRB Panel A	Council Chambers
2/12	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
2/20	Thursday	7:00 p.m.	City Council Meeting	Council Chambers
2/24	Monday	6:30 p.m.	DRB Panel B	Council Chambers
2/26	Wednesday	6:30 p.m.	Library Board	Library

Community Events:

12/19 Information Session: Community Enhancement 2020 Project Cycle at the Library, 5:30 pm – 7:30 pm

12/24 Library closes at 2:00 p.m. in observance of Christmas Eve.

12/25 City Offices closed in observance of Christmas.

1/1 City Offices closed in observance of New Year's Day.

1/3 First Friday Films at the Library, 6:00 pm – 8:00 p.m.

1/20 City Offices closed in observance of Martin Luther King Jr. Day.

1/28 History Pub at McMenamin's Old Church, 6:30 p.m. – 8:00 p.m.

2/7 First Friday Films at the Library, 6:00 pm – 8:00 p.m.

2/17 City Offices closed in observance of Presidents' Day.

2/25 History Pub at McMenamin's Old Church, 6:30 p.m. – 8:00 p.m.

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



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: December 16, 2019		Subject: Resolution No. 2778 National Research Center – National Citizen Survey Subscription 2020 and 2022	
		Staff Member: Zoe Monahan, Assistant to the City Manager	
		Department: Administration	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends that Council adopt the Consent Agenda.			
Recommended Language for Motion: I move to approve the Consent Agenda.			
Project / Issue Relates To: Biennial Citizen Survey			
<input checked="" type="checkbox"/> Council Goals/Priorities A.6.e Engage the community on important issues		<input type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

Authorize the sole source selection of the National Research Center to conduct the 2020 and 2022 National Citizen Survey (NCS).

EXECUTIVE SUMMARY:

The City of Wilsonville has used the National Research Center (NRC) to conduct a biennial citizen survey since 2012. The City may sole-source procurements without competition when it is determined that one of four (4) criteria outlined in ORS 279B.075 are met based on written findings. In this case three (3) of the criteria are met;

(2)(a) That the efficient utilization of existing goods requires acquiring compatible good or services.

Finding: As described in further detail below, the National Citizen Survey provides us with a unique opportunity to consistently administer the survey and ask the same questions every other year. The NRC will compare our collected data to years past, since the data is compatible, allowing us to track our progress on important issues to the community.

(2)(c) That the good or services are for use in a pilot or an experimental project.

Finding: The NRC gathers information about citizen’s perceptions about government service delivery as well as quality of life. They produce a consistent biennial survey with the ability to conduct empirical analysis.

(2)(d) Other findings that support the conclusion that the goods or services are available from only one source.

Finding: The NRC is the only company that works with the ICMA to survey local jurisdictions throughout the country and NRC has historically been the only company to provide this service to the City

The NCS is a collaboration between NRC and the International City Managers Association (ICMA). Conducting a regular citizen survey is a best practice according to the ICMA. The National Citizens Survey provides us with important benchmarking opportunities to compare our progress against ourselves or to compare to other cities around the country. The NRC’s database includes results from about 600 communities nationwide. The database is unique due to its size and the types of questions asked. The NRC gathers information about citizen’s perceptions about government service delivery as well as quality of life. They produce a consistent biennial survey with the ability to conduct empirical analysis.

The NRC provides us with a unique opportunity to consistently administer the survey and ask the same questions every other year. The NRC will compare our collected data to years past, since the data is compatible, allowing us to track our progress on important issues to the community. The NCS results are delivered in three reports, including; trends over time, community livability report, and an open - ended question report. In 2018, the open – ended question asked citizens what they thought the biggest issue facing the city was at the time. We plan to ask the same question to see if this is the same or if it has changed. The appendices are also providing with all survey response.

Staff plans to administer the 2020 NCS in the spring (April or May) consistent with our previous survey. There is not necessarily a best time to do a survey but the NRC recommends consistent timing. The survey will be mailed to 1,700 randomly selected Wilsonville residents. Residents can respond by completing the survey online or filling it out and mailing it back to the NRC. Before the survey is sent a post card will be sent to the selected households informing them that a survey will be arriving soon. The survey is sent to the household twice. Generally, the NRC will receive about 300-400 responses from the 1,500 sent which translates to a margin of error of +/- 5. The NRC also provides an online opt-in survey option as well.

Finally, the NRC is currently offering a discounted rate (2019 pricing) if we move forward with a NCS subscription agreement for three years (two surveys in 2020 and 2022). The current rate, for 2019, is \$15,690 for the basic survey package and \$2,135 for an open-ended survey. Each survey, in 2020 and 2022 would cost the City \$17,825 per survey and total \$35,650 for both surveys.

EXPECTED RESULTS:

Selecting the NRC to conduct our 2020 and 2022 citizen survey will allow the City to benchmark the results of the survey and allow staff to track the City's progress year over year. This is possible since the City continues to use the National Citizen Survey to ensure that the surveys are consistent and compatible.

TIMELINE:

City Council to approve the sole source selection of the National Research Center on December 16, 2019. The sole source notice will be posted after Resolution 2887 is approved and before the subscription, agreement is signed. Finalize the National Citizen Survey subscription administered by the National Research Center by December 31, 2019 to secure the 2019 rate.

CURRENT YEAR BUDGET IMPACTS:

The administration department planned for the Citizen Survey during the FY2019/2020 budget cycle and funds are available. The administration department will budget \$17,825 during the FY 21/22 budget cycle.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 12/11/2019

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 12/10/2019

Sole source contracts are to be awarded judiciously under public contracting laws. In this case, based on research, staff is representing that there are no other viable options for a variety of reasons, as listed in the staff report above.

COMMUNITY INVOLVEMENT PROCESS:

The community survey will be sent out to 1,700 homes in Wilsonville with an option for citizens to opt-in to an online version of the survey.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Conducting this survey every two years allows City staff to track resident attitudes as they change over time, and to compare responses to data collected in more than 600 cities where similar surveys are administered. This process allows the City to see where improvement is needed and how investment of City resources affects resident attitudes.

ALTERNATIVES:

The City could choose not to conduct a citizen survey in 2020 or decide not to commit to two future surveys.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

A. Resolution No. 2778

RESOLUTION NO. 2778**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE SOLE SOURCE SELECTION OF THE NATIONAL RESEARCH CENTER FOR THE 2020 and 2022 NATIONAL CITIZEN SURVEY.**

WHEREAS, the National Research Center (NRC), in partnership with the International City Managers Association (ICMA), created the National Citizen Survey to benchmark about 600 cities around the country and have a comparable and standard approach to their survey; and

WHEREAS, the it is a best practice to conduct a regular citizen survey and benchmark progress over time; and

WHEREAS, the City has used the National Citizens Survey since 2012 to conduct a biennial citizen survey, most recently in 2018, to produce a consistent survey with the ability to conduct empirical analysis; and

WHEREAS, The City may sole-source procurements without competition when it is determined that one of four (4) criteria outlined in ORS 279B.075 are met based on written findings; and

WHEREAS, the City finds that ORS 279B.075(2)(a), “That the efficient utilization of existing goods requires acquiring compatible good or services,” is met. The National Citizen Survey provides the City with a unique opportunity to consistently administer the survey and ask the same questions every other year. The NRC will compare our collected data to years past, since the data is compatible, allowing us to track our progress on important issues to the community; and

WHEREAS, the City finds that ORS 279B.075(2)(c), “That the good or services are for use in a pilot or an experimental project,” is met. The NRC gathers information about citizen’s perceptions about government service delivery as well as quality of life. They produce a consistent biennial survey with the ability to conduct empirical analysis, and

WHEREAS, the City finds that ORS 279B.075(2)(d), “Other findings that support the conclusion that the goods or services are available from only one source,” is met. NRC is the only company that works with the ICMA to survey local jurisdictions throughout the country and NRC has historically been the only company to provide this service to the City; and

WHEREAS, the total projected contract cost to perform surveys in 2020 and 2022 is \$35,650.

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

1. Findings. The City Council incorporates and adopts the above recitals and the staff report accompanying this Resolution as if fully set forth.
2. The City Council approves the sole source selection of the National Research Center the 2020 and 2022 citizen surveys, subject to the seven-day waiting period before executing the contract as required by the City's Purchasing Procedures Manual.
3. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 16th day of December 2019, and filed with the Wilsonville City Recorder this date.

TIM KNAPP, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: December 16, 2019		Subject: Resolution No. 2781 Street Sweeping Contract with Green Sweep Asphalt Services, LLC.	
		Staff Member: Martin Montalvo, Operations Manager	
		Department: Public Works	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable	
		Comments: N/A	
Staff Recommendation: Staff recommends that Council adopt the Consent Agenda.			
Recommended Language for Motion: I move to approve the Consent Agenda.			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: <ul style="list-style-type: none"> • Stewardship of the Environment and Natural Resources. • Safe, Livable, and Engaged Community. • Expand and Maintain High Quality Infrastructure. 	<input type="checkbox"/> Adopted Master Plan(s):	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

To approve or deny the bid process, accepting the preferred bidder and awarding a service contract to Green Sweep Asphalt Service, LLC.

Resolution No. 2781 Staff Report

Page 1 of 3

EXECUTIVE SUMMARY:

Street Sweeping is needed to keep our street and lot surfaces clean, and reduce debris and litter from entering the area's streams and rivers. Street sweeping is a key Best Management Practice used in the operation and maintenance of the City's stormwater system. Sweeping ensures proper flow of rainwater into the stormwater system and maintains the structural integrity of the street and lot surfaces.

This service contract provides for monthly sweeping of all city streets, twice a month sweeping of main bike lanes, quarterly sweeping and detailed cleaning of city lots, as well as special sweeping for various activities such as additional leaf removal, emergency spill response, accident debris removal, and adverse weather conditions.

This contract is a three-year contract, which includes an option to extend the contract for two (2) additional one (1) year periods for street sweeping services. The contract also contains early termination rights for the City. The contract also allows for the City to find its own alternative disposal location, which could significantly reduce the annual contract amount.

Provisions in the contract require the rates to be held constant for the initial three years. At the beginning of the fourth year and in the beginning of the fifth year, contract rates may be escalated based on West Coast Consumer Price Index-Urban (CPI-U) for all items, not seasonally adjusted for the 12-month period ending in June.

On October 18, 2019, an invitation to bid to provide street sweeping services was advertised in The Daily Journal of Commerce. On November 15, 2019, the City received one sealed bid package. That package was scored for acceptance and was found to have met the requirements of the Request for Proposals.

EXPECTED RESULTS:

This contract will assist the City in removing harmful pollutants from roadways and assist in maintaining compliance with the City's National Pollutant Discharge Elimination System (NPDES) and the Municipal Separate Storm Sewer System (MS4) permits.

TIMELINE:

N/A

CURRENT YEAR BUDGET IMPACTS:

The not-to-exceed contract price for street sweeping services for the 2020 calendar year is \$380,496.00 and, being that this is a time and materials contract, the contractor will only be paid for the actual services provided. The amount may also be lowered if the City is able to find an alternative disposal location.

There is \$153,000.00 budgeted for these services in the FY 2019/2020 budget, of which only \$37,384.00 has been expended to date. The stormwater contingency fund has ample reserves to accommodate the additional expenditure and a subsequent budget amendment may be requested at a later date.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 12/11/2019

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 12/11/2019

COMMUNITY INVOLVEMENT PROCESS:

This contract was publicly advertised and competitively bid in accordance with the provisions of Oregon Revised Statutes, Chapter 279, Public Bids and Contracting; Wilsonville Code 2.3.14, Contracts with the City; and the Attorney General's Model Rules, which the City has adopted as its contracting rules.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

This contract will help protect the quality of the environment by removing pollutants from the roadways prior to entering the waterways, in compliance with the City's National Pollutant Discharge Elimination System (NPDES) and the Municipal Separate Storm Sewer System (MS4) permits. It will also help assure the safety of the roadways for the commuting public and protect the City's infrastructure from long-term impairment.

ALTERNATIVES:

N/A

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

- A. Resolution No. 2781
 - 1. Street Sweeping Goods and Services Contract

RESOLUTION NO. 2781

A RESOLUTION OF THE CITY OF WILSONVILLE, ACTING IN ITS CAPACITY AS THE LOCAL CONTRACT REVIEW BOARD, APPROVING THE BID PROCESS; ACCEPTING THE PROPOSAL WHICH WILL BEST SERVE THE INTEREST OF THE CITY; AND AWARDING A CONTRACT TO GREEN SWEEP ASPHALT SERVICE, LLC FOR THE PROJECT KNOWN AS STREET SWEEPING SERVICES.

WHEREAS, the City of Wilsonville needs street sweeping services provided by a contractor with particular training, ability, knowledge, and experience; and

WHEREAS, public contracts for such services must comply with Oregon competitive bid laws in accordance with Oregon Revised Statutes, Chapter 279, Public Bids and Contracting; Wilsonville Code 2.3.14, Contracts with the City; and the Attorney General's Model Rules, which the City has adopted as its contracting rules; and the Wilsonville City Council serves as the City's Contract Review Board; and

WHEREAS, the City of Wilsonville went through such a competitive process for street sweeping services; and

WHEREAS, an invitation to bid for Street Sweeping Services was advertised on October 18, 2019 in the Daily Journal of Commerce; and

WHEREAS, one proposal was submitted for consideration on November 15, 2019; and

WHEREAS, the proposal met the requirements established in the Request for Proposals and was scored for acceptance; and

WHEREAS, in the public interest, the City Council, acting as the Local Contract Review Board, has determined that Green Sweep Asphalt Service, LLC is qualified and capable of performing the services as required, under the terms and conditions set forth; and

WHEREAS, the City's FY 2019/2020 budget includes \$153,000.00 appropriated for street sweeping services:

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

1. The City Council, acting as the Local Contract Review Board, finds and concludes:
 - a. The recitals of findings above are incorporated by reference herein; and
 - b. The proposal by Green Sweep Asphalt Service, LLC of \$380,596.00 is deemed the preferred responsible/responsive bid and is in the best interest of the City.
2. In accordance with the provisions of Oregon Revised Statutes, Chapter 279, Public Bids and Contracting; Wilsonville Code 2.3.14, Contracts with the City; and the Attorney General's Model Rules, which the City has adopted as its contracting rules; the City Council, acting as the Contract Review Board, hereby awards the contract for street sweeping services to Green Sweep Asphalt Service, LLC in an amount of \$153,000.00 and authorizes expenditure of an additional \$227,596.00 as service contingency. The stormwater contingency fund has ample reserves to accommodate the additional expenditure and a subsequent budget amendment will be requested at a later date.
3. The Public Works Director is authorized to approve extra services to this contract as required; provided, however, the total cost does not exceed the approved budget for street sweeping services.
4. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 16th day of December 2019, and filed with the Wilsonville City Recorder this date.

TIM KNAPP, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBIT:

1. Street Sweeping Goods and Services Contract

CITY OF WILSONVILLE GOODS AND SERVICES CONTRACT

This Goods and Services Contract (“Contract”) for the Street Sweeping Services Project (“Project”) is made and entered into on this ____ day of January 2020 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Green Sweep Asphalt Service, LLC**, an Oregon limited liability company (hereinafter referred to as “Contractor”).

RECITALS

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

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

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

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

AGREEMENT

Section 1. Scope of Work

Contractor will perform the street sweeping services, as more particularly described in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Work”).

Section 2. Term

2.1. The term of this Contract shall be from the Effective Date through and including December 31, 2023, unless earlier terminated in accordance with **Subsection 4.2 and Section 11** below. The City may also extend the Contract as provided in **Subsection 2.2** below. Contractor shall diligently perform the Work according to the requirements identified in the Scope of Work.

2.2. The City has the option to renew this Contract for up to two (2) additional one (1) year periods by written amendment to this Contract.

Section 3. Contract Sum/Project Scope

3.1. Except as otherwise set forth in this **Section 3**, and as provided in **Exhibit B**, the City agrees to pay Contractor a not to exceed annual unit price of THREE HUNDRED EIGHTY THOUSAND FIVE HUNDRED NINETY-SIX DOLLARS (\$380,596) for performance of the

Work (“Contract Sum”) in accordance with **Exhibit B – Fee Compensation** attached hereto and incorporated herein. Any compensation in excess of the Contract Sum will require an express written Additional Services Request Order (**Exhibit C** attached hereto) between the City and Contractor.

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

3.3. Contractor will be paid for Work upon completion of the Work and within thirty (30) days of receipt of an itemized invoice, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Contractor as promptly as is reasonably possible.

3.4. Contractor shall complete and return to the City **Exhibit D – Taxpayer Identification Number** prior to or along with the first invoice submitted.

Section 4. City’s Rights and Responsibilities

4.1. 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.

4.2. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2019-20. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this Contract early, as described in **Section 11**.

Section 5. Project Managers

The City’s Project Manager is Martin Montalvo. Contractor’s Project Manager is Brandon J. Akerill, Sr.

Section 6. Subcontractors and Assignments

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

Section 7. Contractor Is Independent Contractor

Except as otherwise mandated by state law, the performance of Work under this Contract is at Contractor’s sole risk. All damages or loss to Work, equipment, or materials incurred during the

performance of the Work shall be at Contractor's sole risk. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the Contract Sum provided for under **Section 3** of this Contract. Contractor will be solely responsible for determining the manner and means of accomplishing the end result of Contractor's Work. The City does not have the right to control or interfere with the manner or method of accomplishing said Work. The City, however, will have the right to specify and control the results of Contractor's Work so such Work meets the requirements of the Project. Contractor hereby represents that no subcontractors will be used on the Project.

Section 8. Contractor Responsibilities

8.1. Contractor must comply with all applicable Oregon and federal wage and hour laws. Contractor shall make all required workers compensation and medical care payments on time. Contractor shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Contractor shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

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

8.3. No person shall be discriminated against by Contractor in the performance of this Contract on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Contract, in whole or in part, by the City. Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Contract or to the implementation of the Project. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Contract or the implementation of the Project: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; (b) Titles VI and VII of the Civil Rights Act of 1964, as amended; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (d) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (e) Executive Order 11246, as amended; (f) the Health Insurance Portability and Accountability Act of 1996; (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations.

8.4. 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.

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

8.6. With certain exceptions listed below, Contractor shall not require or permit any person to work more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in case of necessity, emergency, or where public policy requires it, and in such cases the person shall be paid at least time and a half for:

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

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

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

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

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

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

8.10. In the performance of this Contract, Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources (and avoidance of natural resource damages) in the performance of the Contract, including but not limited to ORS 279C.525. If new or amended statutes, ordinances, or regulations are adopted, or Contractor encounters a condition not referred to in its bid document, not caused by Contractor, and that was not discoverable by reasonable site inspection, which requires compliance with federal, state, or local laws or regulations dealing with the preservation of the environment, both the City and Contractor shall have all the rights and obligations set forth in ORS 279C.525.

8.11. Contractor shall be liable for any fine imposed against Contractor, the City or the 'Project' as a result of a violation of any laws or permitting requirements by Contractor or any suppliers.

Section 9. Indemnity

9.1. Indemnification. Contractor acknowledges responsibility for liability arising out of the performance of this Contract, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Contractor's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Contract, or from Contractor's failure to perform its responsibilities as set forth in this Contract. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Contractor shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Contractor of its responsibility to perform in full conformity with the City's requirements, as set forth in this Contract, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Contractor's negligent performance of this Contract, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 9.2**. Contractor shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Contractor. As used herein, the term "Contractor" applies to Contractor and its own agents, employees, and suppliers.

9.2. 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 10. Insurance

10.1. 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. 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:

10.1.1. Commercial General Liability Insurance. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form

Contractual Liability insurance for the indemnities provided under this Contract and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Contract.

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

10.1.3. 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.

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

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

10.1.6. Additional Insured & Termination Endorsements. Additional Insured coverage under Contractor’s Commercial General Liability, Automobile Liability, Pollution Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via

ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: “The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers.” An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days’ written notification of any termination or major modification of the insurance policies required hereunder.

10.1.7. 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.

10.2. 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 11. Early Termination; Default

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

11.1.1. By mutual written consent of the parties;

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

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

11.2. 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 three (3) days to cure

the default. If Contractor notifies the City that it cannot, in good faith, do so within the three (3) 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.

11.3. 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.

11.4. Termination under any provision of this **Section 11** 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 12. Contract Modification; Change Orders

Any modification of the provisions of this Contract shall not be enforceable or binding unless reduced to writing and signed by both the City and Contractor.

Section 13. 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: Martin Montalvo, Public Works Operations Manager
 29799 SW Town Center Loop East
 Wilsonville, OR 97070

To Contractor: Green Sweep Asphalt Service, LLC
 Attn: Brandon J. Akerill, Sr.
 12312 NE 99th Street
 Vancouver, WA 98682

Section 14. Miscellaneous Provisions

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

14.2. 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.

14.3. 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.

14.4. 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.

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

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

14.7. 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.

14.8. 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.

14.9. 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.

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

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

14.12. 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.

14.13. 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.

14.14. 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.

14.15. 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.”

14.16. 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.

14.17. 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.

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

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

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

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

CONTRACTOR:

CITY:

GREEN SWEEP ASPHALT SERVICE, LLC

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

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

EXHIBIT A
City of Wilsonville

SCOPE OF WORK

Contractor shall provide street sweeping and/or street flushing and removal of debris for the City of Wilsonville's streets and lots, as outlined below and on the attached City map:

1.0 Basic Services

- Sweeping of all City streets (181 lane miles*, including 43 miles of bicycle lanes, shown in Exhibit E) on the following schedule:
 - Monthly
- Sweeping of Wilsonville Road and Boeckman Road bicycle lanes (total 12 lane miles*, show in Exhibit E) on the following schedule:
 - Twice monthly (once in regular monthly sweep and one additional per month)
- Sweeping of all City parking lots (listed on Exhibit E) on the following schedule:
 - Quarterly (total area of parking lots is approximately 622,831 square feet*)

2.0 Additional Services (as requested by the City)**

- Emergency Response
 - Storm clean-up, which includes sand clean-up after snow and ice events and wind storm events
 - Call out response, which includes accident and/or spill clean-up (must be within 45 minutes of request from City)
- Response to specific citizen requests received and approved by the City of Wilsonville
- Prior to community events
- Special sweeps

* Distances and areas are estimates only. Contractor will be paid for the actual services provided.

** All additional services must be requested through the Additional Services Request Order, attached as **Exhibit C**, and signed by a designated Public Works representative.

GENERAL AND SPECIAL CONDITIONS

General and Special Conditions are additions to, or revisions of, the City's standard contract. In the event of a conflict between the Contract Documents and the General and Special Conditions, the more stringent requirements shall apply.

1. General Requirements

1.1 Invoices

Each invoice shall include adequate detail to identify the services provided. Upon completion of each month's sweeping cycle, the Contractor shall submit a statement to the City showing the following information:

- mileage per street
- curb miles swept
- non-curb miles swept
- miles or feet of special sweeps
- speed of sweeper
- gallons of water used
- cubic yards of debris removed
- Tac-o-graph report showing the speed and miles swept on each sweeper used during the billing period
- Cost associated with the sweeping of the commuter rail station parking lot shall be itemized separately

1.2 Quantities

The City does not bind itself to purchase the full quantities stipulated in this Contract as estimates. The quantities shown on **Exhibit B** are estimates and not exact. They represent past purchasing activity and estimates of future usage. Payment shall be made only for quantities ordered, delivered, and accepted, whether greater or less than the stated amounts.

1.3 Errors

The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Contract, without undue delay and without additional cost to the City.

1.4 Records

The City shall have access to such books, documents, papers, and records of the Contractor as are directly pertinent to this Contract for the purpose of making audits, examination, excerpts, and transcripts.

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

1.5 Contractor's Office

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

1.6 Contractor Contact

The Contractor agrees to designate one (1) primary and one (1) backup person who will be the responsible contact person for the Contractor with respect to implementation of the Agreement and communication of information necessary for the performance of the Agreement. The Contractor shall provide the City with an emergency phone number that shall be answered 365 days/year, 24 hours per day. The City shall have communication to the sweeper by cellular phone through the Contractor.

1.7 Project Safety

The Contractor agrees that, in performing the work contained within this Contract, it will meet all regulations in safety as required by OSHA. The Contractor further agrees that it will bring to the attention of the City all conditions on the job site or contained within the specifications which appear to be in violation of the provisions of OSHA. The Contractor further agrees that it will include within all subcontracts or contracts for purchase of materials, provisions requiring said supplier or subcontractors to meet OSHA standards. All materials, components, and design elements of this Contract will be reviewed, and an affirmative determination made by the Contractor that they meet the requirements of OSHA.

1.8 Incidental Costs and Additional Compensation

The Contractor shall be responsible for all miscellaneous and incidental costs associated with street sweeping and/or street flushing and removal of debris for the City of Wilsonville's streets and lots. The Contractor assumes the risk of all conditions, foreseen or unforeseen, and agrees to continue to perform the work described in this Contract without additional compensation where debris collects on streets caused by excessive rainfall or caused by street sanding during or after snowfall. These corrections shall not give rise to a claim for additional compensation or allow substantial variance from the agreed schedule.

2. Service Requirements

2.1 Scope of Services

The Contractor shall perform all work and furnish all tools, materials, and equipment in order to provide all necessary street sweeping, collection, and disposal services consistent with the accepted practices for other similar services, performed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the Public Works Director or designee.

2.2 Response Times

In the event of an accident, spill, or emergency, as determined by the City, the Contractor agrees to respond to and perform such services 365 days per year, 24 hours per day, within 45 minutes of receiving telephone notice from the City to proceed. All sweepers must be road legal and able to travel at highway speeds (55 MPH) to assure quick response time.

2.3 Contractor's Work Schedule

Street sweeping for business and high traffic main arterials will be done between the hours of 4:00 am to 7:00 pm, and residential streets shall be swept between the hours of 7:00 am and 7:00 pm.

2.4 Sweeping Schedule

The Contractor shall establish and submit for approval a regular schedule of performance that will include sweeping all the streets at a minimum of once per month, in approximately the same order so the adjacent residents will be able to prepare their street for sweeping. If the City deems it necessary, the Contractor may be required to sweep a street or streets more often than once each month. Once established, the Contractor shall adhere to the approved schedule.

Within ten (10) calendar days of the execution of this Contract, Contractor shall submit for the City's approval a monthly sweeping schedule, together with a planned route outlined on maps furnished by the City. Contractor shall observe any legal holiday, as specified in ORS 279B.020, and indicate all schedule modifications if a holiday falls on a regular sweeping day. Should Contractor need to modify the schedule, as submitted, Contractor shall give no less than seven (7) calendar days' written notice of any changes to the Public Works Director or designee.

2.5 Records/Logs

The Contractor shall maintain accurate records of the services performed and of the site utilized for disposal of the street sweeping debris. At a minimum, these records shall show dates and times of transportation and disposal, amount of disposed debris or material, the name and location of the disposal site used, the name of the streets where the services were

performed, and amount of sweeper hours and sweeper speed while cleaning. The Contractor shall provide the City a written report, giving the information required in the preceding sentence, along with the monthly invoice. It is the Contractor's responsibility to provide the City with all required information stated in this section.

2.6 Employees

All Contractor's employees and agents who participate in the performance of the services shall be safe, competent, and skilled in the performance of such services. Contractor shall always require all employees to be courteous to the public, to perform their work as quietly as possible, and to be neat in appearance.

Contractor agrees to provide adequate supervision and number of staff in order to provide the services and ensure the continuity of sweeping operations.

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

2.7 Contractor's Equipment

The equipment required for performance of the Contract shall be street sweepers (Mechanical or Regenerative Air) and will have a minimum 3.5 cubic yard holding capacity. All equipment shall be maintained in good working condition and repair and operate at the original manufacturer's specifications (compliant with PM-10 efficiency and Rule 1186 certified).

Sweeping equipment shall be equipped with the proper warning lights as applies to slow moving and/or maintenance vehicles and shall meet all vehicle-operating requirements of the State of Oregon, Motor Vehicles Division.

The primary sweeper shall not be more than three (3) years old and the secondary sweeper shall be no more than (5) five years old at the beginning of the Contract. In addition, the secondary sweeper shall not be used more than 10% of the time. During those times both sweepers are cleaning, the 10% does not apply. The acceptability of Contractor's street sweepers for the City's needs shall be subject to the approval or disapproval of the Public Works Director or designee.

Regenerative Air sweepers shall be used for the stormwater management program and Mechanical sweepers (double-gutter brooms) for rock spills, road sand, windstorms, heavy debris, and when necessary to properly clean any public right-of-way.

Contractor must possess a roll-off truck that is not more than ten (10) years old. The roll-off truck shall have a minimum payload capacity of 12.5 tons.

All sweeping vehicles will be numbered and shall have Contractor's name and vehicle number painted in letters of contrasting color at least four inches high on each side and on the back of each vehicle. No advertising shall be permitted other than the name of the Contractor.

Sweeping equipment shall be equipped with a speed-monitoring device. Contractor shall submit with the monthly invoice a Tac-o-graph report showing the speed and miles swept on each sweeper used for this Contract. Failure to comply with these requirements shall be just cause for termination of the Contract.

All vehicles shall be kept in a clean and sanitary condition, have whisper fans for quieter operation, working spray systems for dust control, and high dump sweeper trucks capable of dumping directly to a dumpster, leaving no debris on the ground.

The Contractor shall keep a sufficient supply of spare brooms and parts to ensure continuous operation. Worn brushes and brooms shall be replaced and adjusted to ensure maximum efficiency. The determination of when a brush or broom shall be replaced shall be based on the effectiveness of all the brushes and brooms.

2.8 Cleaning Standard

All streets and intersections shall be swept clean, and no piles of debris shall be left anywhere within any streets or public rights-of-way. Although regular cleaning is normally along gutter or street edge, the entire travel lane, gutter to gutter or pavement edge to pavement edge, will be clean when sweeping has been completed. Water shall be used as required to control dust. The Contractor will be responsible for removing sticks, rocks, or other debris left behind the sweeper. The sweeper shall avoid tracking mud during operation. Correction of these items shall be done at no additional cost to the City.

Extra care shall be taken in the loading and transportation of street sweeping debris and other waste so that none of the collected material is left either on private property or on the street. Cleaning speed will be between 4 and 6 miles per hour. Any waste left on private property or on streets by the Contractor shall immediately be removed upon notice from the Public Works Director or designee.

The Contractor shall be responsible for the cleaning of all debris spilled or tracked on any street, public place, or private property by any of its equipment. If the Contractor fails to clean debris spilled or tracked within the same day notice is given by Public Works, the Public Works Director or designee may cause such streets to be cleaned and charge the costs to the Contractor. The City is authorized to deduct such cost from any payments due to the Contractor.

2.9 Water Use

The City will provide water at hydrants for filling the water spray system on the sweepers, filling flusher trucks for sweeping, and for flushing the City-owned streets and facilities. The

Contractor shall use a Chapman Valve when filling water tanks from hydrants. The Contractor shall maintain a water use record and submit this information as part of the monthly billing invoice.

2.10 Inspections

Inspection of streets swept will be performed on a regular basis, as well as spot checks in response to citizens' complaints. Any deficiencies found will be reported to the Contractor for immediate correction.

2.11 Dust Control, Water, and Air Pollution

During all phases of work, and when directed, the Contractor shall take precautions to abate dust nuisances by cleaning up, sweeping, sprinkling with water, or other means as necessary to accomplish the suppression of dust.

During the term of the contract, the Contractor's operations shall conform to applicable laws and regulations of the Oregon Department of Environmental Quality, and other agencies of the State and Federal Government, as well as local ordinances designed to prevent, control, and abate water and air pollution.

2.12 Debris Removal

The Contractor shall not dump debris on the ground. The Contractor may provide his/her own drop boxes and transport equipment to haul the debris or the Contractor must use the local designated City waste disposal franchise to haul debris. Drop box minimum capacity shall be no less than 11.5 cubic yards.

The Contractor shall make prior arrangements with the Public Works Director or designee for the placement of all drop boxes to be used for the dumping of street sweeping wastes. The Contractor shall provide reflective cones or other highly visible devices to mark drop boxes at their locations. Debris boxes shall be removed daily.

The Contractor is required to have a back-up means of handling material in case of primary equipment failure.

2.13 Utilities

The Contractor shall be obligated to protect all public and private utilities from damage while performing the services. The Contractor shall be responsible for any and all restoration or replacements costs due to damages resulting from the Contractor's activities.

3. Hazardous Substances

The Contractor recognizes that the debris or material collected by its street sweepers may contain dangerous or hazardous materials or wastes. The Contractor agrees to collect, handle, transport, and dispose of the debris or material and perform the services specifically in accordance with all applicable local, state, and federal laws, standards, rules, and regulations now in effect or hereafter amended or enacted. This shall include, without limitations, all regulations by the Oregon Department of Environmental Quality and the United States Environmental Protection Agency.

The Contractor shall be responsible to obtain and pay for any and all permits or licenses required by the City or any other local, state, or federal government authority that are necessary to perform the services, and provide copies of such to the City. The Contractor shall provide a copy of a current Fire Hydrant Water Permit to the City upon execution of the Agreement covering all sweepers engaged in performing the services. The Contractor shall require that all operators of its street sweeping equipment maintain current, valid, appropriate commercial class of Oregon Driver's Licenses.

4. Disposal

The Contractor shall have an operating screen plant using a one (1) inch or finer screen and equipment on impermeable surface with sand-oil separator for the processing of material prior to final disposal. Best management practices shall be followed as closely and in as practical a manner as possible.

Except for leaf, street debris under this Contract will not be used, added, blended, or modified in any way to make a product, or as to risk contaminating a product, that will be given, sold, or make its way for public use. For this reason, recycling centers will generally be considered unacceptable for the processing of debris.

If debris is unscreened, all unscreened sweeping debris will be disposed of at a DEQ approved disposal site or transfer station for solid wastes.

Debris wastes shall be disposed of as dirt fill, after testing to identify any possible contamination, and only after plastics, papers, and other trash and solid wastes have been removed using a one (1) inch or finer screen system. Disposal of solid wastes shall be at a DEQ approved disposal site or transfer station.

Bulk leaf is listed as suitable feed stock for compost. In the months of November and December, loads that are predominately leaf will be allowed to be disposed of at permitted compost-recycling facilities.

Any exemptions to these specifications must receive written approval from the local DEQ and/or permitting authorities and the City.

Within the first 30 days of this Contract, and as requested by the City during the term of the Agreement, the Contractor must provide to the City a detailed description of the following:

- who is managing the process of debris
- how the debris is being handled
- where the debris is being disposed
- description of the equipment used

The waste processing facilities may be subject to inspection as any time during the term of this Contract.

5. Waste Sites

The Contractor shall operate waste storage sites in such a manner as to meet all safety and health requirements of state and local agencies. Site operations or the result of such operations which create a nuisance problem or which result in damage to the public and private properties shall not be permitted.

The Contractor will be responsible for obtaining the necessary permits for dumping at waste sites provided by the Contractor.

The Contractor is responsible for all disposals of sweepings. Only temporary storage is allowed on designated City property and must be removed within 24 hours of completion of work.

The Contractor shall dispose of, at its cost, street sweeping waste to a disposal site approved by and in compliance with the disposal requirements of the Oregon Department of Environmental Quality and any other federal, state, or local agency or department with jurisdiction. The Contractor shall not temporarily store any street sweeping spoils or waste at any site other than a disposal site that has been approved by the Oregon Department of Environmental Quality for that specific purpose. The Contractor shall collect, temporarily store, as needed, remove, and dispose of all accumulated debris in an environmentally sound manner. Removed leaves and woody debris shall be disposed of at a compost recycling facility. Debris includes all materials normally picked up by mechanical or vacuum-type street sweepers, such as, but not limited to, sand, salt, glass, paper, cans, leaves, grass, gravel, and any other materials which may be found on a paved street and which can be swept into a mechanical, vacuum-type, or regenerative air street sweeper.

EXHIBIT B
City of Wilsonville

FEE COMPENSATION

Having carefully examined the Contract titled, Public Works Contract for Street Sweeping Services, as well as the site of the project and conditions affecting the work, Contractor agrees to furnish all the labor, materials, equipment, superintendence, and insurance, as well as other accessories and services, necessary to perform and complete all of the work required by and in strict accordance with this Contract and the implied intent thereof, for the following schedule of unit prices:

Unit Prices

Annual Scheduled Sweeping of Streets: 12 sweeps of 181 lane miles

A. Regenerative Air Sweeper:	
\$ <u>125.00</u> per hour x 1150 (estimated) hours equals	\$ <u>143,750.00</u>

Annual Scheduled Sweeping of Bike Lanes: 12 sweeps of 7.5 lane miles

B. Regenerative Air Sweeper:	
\$ <u>125.00</u> per hour x 55 (estimated) hours equals	\$ <u>6,875.00</u>

Annual Scheduled Sweeping of Parking Lots: 4 sweeps of 622,831 square feet

C. Regenerative Air Sweeper:	
\$ <u>125.00</u> per hour x 40 (estimated) hours equals	\$ <u>5,000.00</u>
D. Detail Work of City Parking Lots:	
\$ <u>125.00</u> per hour x 48 (estimated) hours equals	\$ <u>6,000.00</u>

Miscellaneous Non-Scheduled Requested Sweeping

E. Mechanical Sweeper: Mechanical sweepers are meant for occasional rock spills, road sand, and other heavy debris. If the hours of use for a mechanical sweeper is zero then write N/A under \$ per hour and include an explanation of how this type of work would be completed, along with an estimate of costs.

\$ <u>165.00</u> per hour x 15 (estimated) hours equals	\$ <u>2,475.00</u>
F. Debris Removal:	
<u>1,440</u> yards of leaf materials	\$ <u>68,400.00</u>
<u>1182</u> ton of nonorganic material	\$ <u>148,096.00</u>
Debris Removal for all sweeping services	\$ <u>216,496.00</u>

Total: \$ 380,596.00 *

* The City and Contractor have agreed that the City may find an alternative means for debris removal, which would result in a reduction in the total amount and would be memorialized in an amendment to this Contract.

**EXHIBIT C
City of Wilsonville**

ADDITIONAL SERVICES REQUEST ORDER



**ADDITIONAL SERVICES
REQUEST ORDER**

CITY OF WILSONVILLE
Attn: Public Works
29799 SW Town Center Loop East
Wilsonville, OR 97070

DATE: _____

TO [Name]
[Company Name]
[Street Address]
[City, State, Zip]
[Phone]

JOB DESCRIPTION
STREET SWEEPING SERVICES

[SPECIAL SWEEP DESCRIPTION]

Authorized Signature of Public Works Representative (required)

**EXHIBIT D
City of Wilsonville**

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Wilsonville, you must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold twenty percent (20%) on reportable amounts paid to unincorporated persons who have not supplied the City with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Wilsonville prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

_____ Corporation _____ Partnership _____ Government

_____ Individual/Proprietor _____ other (explain) _____ Consultant

Tax Identification No. _____

-or-

Social Security No. _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

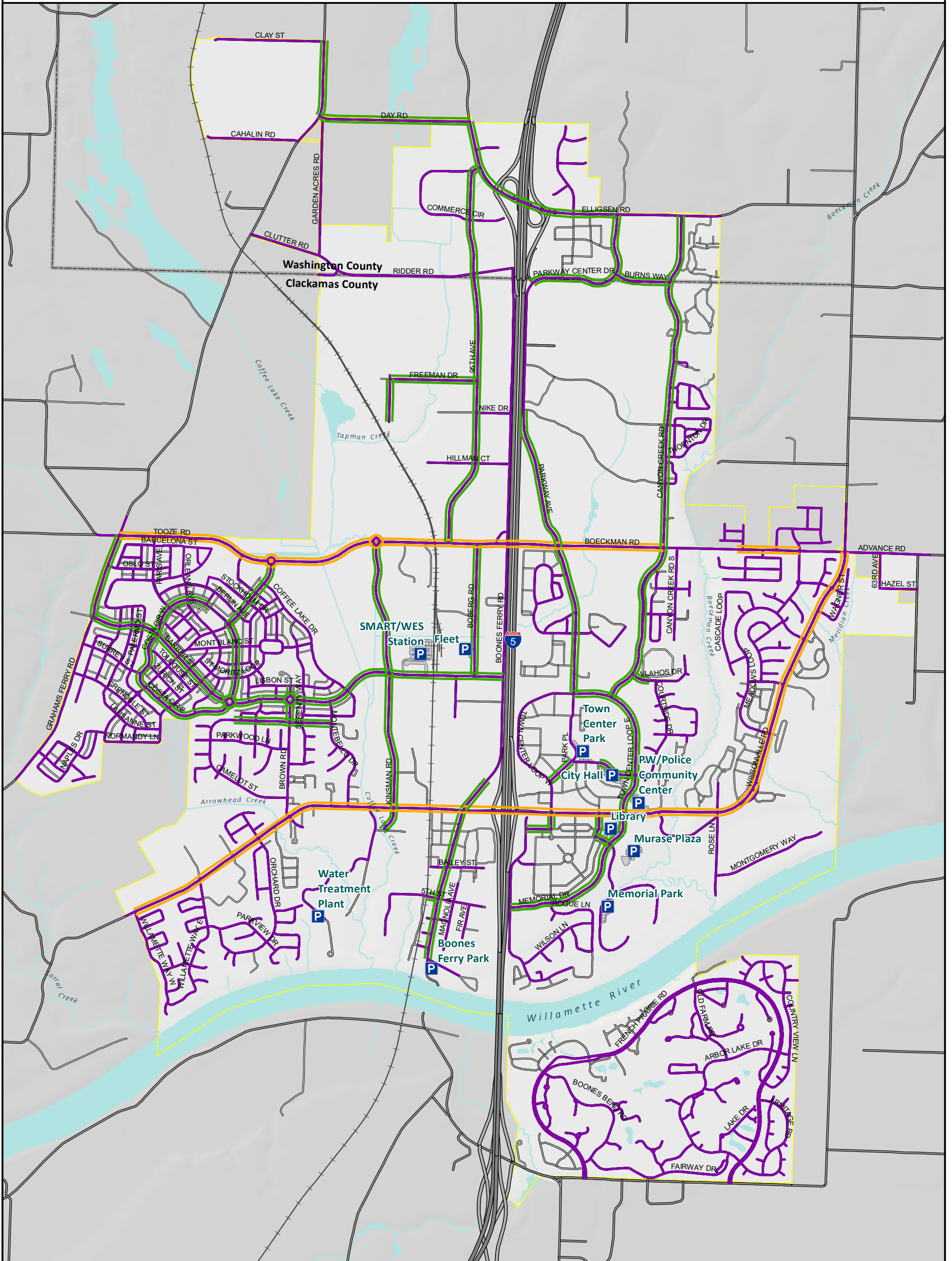
_____ Date

_____ Authorized Signature (required)



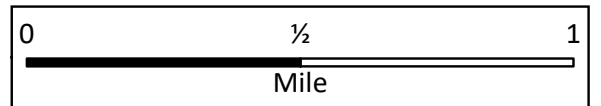
Exhibit E

Street Sweeping Map 2019



- Streets - Monthly (181 lane miles)
- Bike Lanes - Monthly (42.8 lane miles)
- Bike Lanes - Twice Monthly (11.7 lane miles)

P Swept Parking Lots (622,831 sq. ft.)





**CITY COUNCIL
STAFF REPORT**

<p>Meeting Date: December 16, 2019</p>	<p>Subject: Resolution No. 2775 Adopting the Findings of the Solid Waste Collection Rate Report Amended December 2019, Creating New Community Recycling Services and City Street-Sweeping Collection/Disposal Service and Reducing the Temporary Recycling-Surcharge Rate</p> <p>Staff Member: Mark Ottenad, Public/Government Affairs Director and Amanda Guile-Hinman, Assistant City Attorney</p> <p>Department: Administration/Legal</p>	
<p>Action Required</p>	<p>Advisory Board/Commission Recommendation</p>	
<p><input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date <input type="checkbox"/> Ordinance 1st Reading Date <input type="checkbox"/> Ordinance 2nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda</p>	<p><input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable</p> <p>Comments: The 2019 rate review “true-up” conducted based on the Solid Waste Franchise Ordinance No. 814 of 2018 finds opportunity for Council to introduce new recycling services, reduce temporary recycling-surcharge rate and provide new cost-saving service for City Public Works.</p>	
<p>Staff Recommendation: Staff recommends that Council adopt Resolution No. 2775</p>		
<p>Recommended Language for Motion: I move to approve Resolution No. 2775.</p>		
<p>Project / Issue Relates To:</p>		
<p><input checked="" type="checkbox"/> Council Goals/Priorities</p>	<p><input checked="" type="checkbox"/> Adopted Master Plan(s): Solid Waste Franchise</p>	<p><input type="checkbox"/> Not Applicable</p>

ISSUE BEFORE COUNCIL:

Direction to staff on how to address solid-waste rates and/or level of service based on public-opinion surveying, business commentary and the findings of the *Solid Waste Collection Rate Report Amended December 2019*. Staff recommendation to City Council provides for no rate increase while allowing the introduction of new community-wide recycling services and City Public Works street-sweepings disposal service and a reduction in the temporary recycling-surcharge rate.

EXECUTIVE SUMMARY:

The Solid Waste Management and Collection Franchise Agreement (Ordinance No. 814) with franchisee Republic Services requires a service rate “true-up” so that Republic Services’ rates approach the target rate-of-return of ten (10) percent on the first true-up conducted under the ordinance; subsequent true-ups allow an acceptable range of 8%–12%. Results of the solid waste rate review process showed that actual and projected rates of return were higher than called for in the ordinance, and would allow the introduction of new recycling and disposal services desired by community and City, along with a recycling-surcharge rate reduction.

During the December 2, 2019, City Council work session, staff presented the *Solid Waste Collection Rate Report Revised November 2019* and a draft recommendation for Council consideration to introduce new recycling services and reduce the temporary recycling-surcharge rate. Staff understood that Council members indicated support for the prospective new recycling services and surcharge reduction, while seeking to avoid adding potential cost increases that might require an overall rate increase within a year or so.

Subsequently, City staff met with Republic Services to discuss potential accommodation by the Willamette Resources, Inc., (WRI) transfer-facility of accepting and disposing of City Public Works Department street-sweepings and leaves, a recent issue that the City needs to find resolution. While requiring WRI to acquire an Oregon Department of Environmental Quality (DEQ) permit, Republic Services has indicated a desire to accommodate the City’s needs, which would produce an estimated \$100,000 savings annually compared to regular contracted sweepings disposal service. By slightly restructuring the initial rate modification to being an across-the-board 50 percent (50%) reduction in the recycling surcharge for both residential and commercial customers, the City is able to gain slightly less than a one-percentage-point margin on the rate-of-return of about \$75,000 that provides the City credit for services.

Thus, the *Solid Waste Collection Rate Report Amended December 2019* drafted by the City’s consultant, Chris Bell, CPA, of Bell & Associates, provides data to support a City staff recommendation for new services with no rate increase and a recycling-surcharge rate reduction:

Proposed New Community-Wide Recycling Services:

1. **Residential Food-Scraps Collection Program:** Allow food scraps to be collected with the yard-debris cart service. This would be an on-going, permanent program with an estimated first-year cost of \$21,521 and an estimated start in Q2 2020 (April).
2. **Bulky Waste Pick-up for ADA/Senior Citizens:** Wilsonville residents who have a disability or are older senior citizens would be offered home pick-up of large/bulky waste items free of charge. This would be a limited-duration program of one year or less with a budget of \$10,000 that estimates 250 pick-ups at an average cost \$40 each, with an estimated start in Q1 2020 (February).
3. **Styrofoam Collection/Recycling:** Republic Services would set up a collection station at its WRI transfer facility for residents and commercial/industrial customers to deposit clean Styrofoam packaging for recycling. As a new pilot-program, total demand is uncertain; however, both industrial businesses and residents have indicated high interest. Program to be evaluated during next solid waste rate review process. A total of \$10,000 is budgeted with an estimated start date in Q1 2020 (March).

4. **Commercial/Industrial Fluorescent Tubes/Batteries Box Mail-Back Service:** Businesses would be to obtain at no charge for a limited duration of one year or less “recycling box mail-back” service for 48" fluorescent tubes and batteries. Based on results and feedback to the successful 2017 Wilsonville-Metro Community Enhancement Program project, City staff could determine that greatest demand appears to be for standard 4-foot-long tubes and batteries. A total of \$15,000 is budgeted with an estimated start date in Q1 2020 (March).
5. **Commercial Food-Scraps Collection Program:** City Council adopted Ordinance No. 837 on August 5, 2019 to codify the Metro-mandated commercial food-scraps collection program that commences in Q1 2020 (March) for the largest food-scrap generators (known as Group 1). This new program would be funded through a “blended-rate” structure similar to all other standard, mandated solid-waste collection and recycling services that would include food-scraps collection. By Metro mandate, the program is expected to grow over the next three years to encompass all sizes of businesses that generate food scraps.

Proposed City Public-Benefit Service:

6. **Public Works Street-Sweepings and Leaf Collection and Disposal:** The City is need of collection and disposal services for street-sweepings and leaves, which is required by law. Republic Services believes it will be able to provide these services with DEQ permitting to the City at an estimated annual cost of approximately \$85,000, which is approximately \$100,000 less than currently budgeted by City for this service. The staff recommendation allows for about \$75,000 of rate-of-return margin that would be credited to City for disposal services for street-sweepings and material by Republic Services. If Republic Services determines it cannot provide this service an alternate option will be proposed.

Proposed Rate Reduction:

7. **Across-the-Board 50% Rate Reduction in the Temporary Recycling-Surcharge:** Analysis shows Republic Services’ current recycling revenue is matching the actual costs, and the change in allowable expenses under the new franchise agreement is the main driver for the reduction of this surcharge. Staff recommendation with Republic Services agreement allows for reducing by half (50%) the temporary recycling-surcharge for both residents (a \$1.25/month reduction from \$2.50/month to a net charge of \$1.25/month) and for commercial firms (a \$0.75/yard/number of pick-ups to a net charge of \$0.75/yard/number of pick-ups per week). The surcharge modification should start on January 1, 2020.
Note that during the course of conducting the solid waste rate review process, the City discovered that Republic Services erroneously invoiced ‘commercial’ customers during part of 2018 and 2019 for the recycling surcharge using an incorrect methodology, one adopted by Clackamas County and not City. The total estimated amount to be refunded/credited to Wilsonville businesses is \$161,673.

In summary, changes made to the *Solid Waste Collection Rate Report Revised November 2019* for the *Amended 2019* version include:

- Adjusted the recycling haul fee from \$15 to \$20 per ton, a 25% increase.
- Updated the projected costs in the report for the increase in the recycling hauling (due to an increase in the amount of recyclables).
- Adjusted the temporary recycling surcharge for the 50% decrease for residential and commercial customers.
- Updated the report to account for City Public Works street-sweeping disposal agreement.

Background Information

When the City adopted the new Solid Waste Franchise Agreement with Republic Services (“Franchise Agreement”) in May 2018 as Ordinance No. 814, the Franchise Agreement contemplated reviewing Republic Services’ service rates after the first year under the new Franchise Agreement. As a result, the City commissioned Chris Bell, CPA, of Bell and Associates, to undertake a financial review of the solid-waste franchisee, Republic Services, operations and make a determination the firm’s operating margin, which is to be within the 8%–12% range, with a target of 10% during the initial rate-review process.

The *Solid Waste Collection Rate Report, Amended December 2019*, provides information on:

- Republic Services 2018 actual revenue, expenses and operating margin
- Republic Services 2019 projected revenue, expenses and operating margin
- Recycling costs factors
- System changes in 2020 with projected revenue, expenses and operating margin
- Commercial food scraps collection program, and recommended allocated costs

Results from the review found the following operating margin for Republic Services:

- 2018: 15.1% actual overall operating margin, or 51% greater than target of 10 operating margin.
- 2019: 18.4% estimated overall operating margin, or 84% greater than target of 10% operating margin (inflated in part by incorrect commercial surcharge).
- 2020: 12.9% estimated overall operating margin, or 29% greater than target of 10% operating margin, *assuming status quo with no service/rate modifications and implementation of credit/refund and correct invoicing for commercial recycling-surcharge.*
- 2020: 10.0% estimated overall operating margin, right on the target of 10% operating margin, *assuming implementation of staff recommendation for recycling services, Public Works street-sweepings and recycling-surcharge rate reduction.*

City staff and the consultant met with representatives of Republic Services on several occasions to obtain information and discuss issues, including meetings to review the results of the draft 2019 *Solid Waste Collection Rate Report*. Originally, staff sought to undertake the rate review by July 1, 2019; however, turn-over in the Chief Financial Officer/Controller position at Republic Services prevented City’s consultant from timely obtaining key data upon which to base the rate review, coupled with staff conducting public-opinion survey and researching current and prior recycling data. Staff also note that franchisee has failed to-date to timely turn-in any of the reports called for by the Franchise Agreement.

On September 5, 2019, the City Council reviewed the initial August 2019 *Solid Waste Collection Rate Report* drafted by the City’s consultant, Chris Bell, CPA, of Bell & Associates, and discussed options for potential new recycling services and/or rate reduction that would return franchisee Republic Services operating margin to the target rate-of-return of 10%. Council requested additional information on the potential new services, including surveying recycling preferences of members of the community, and clarification of issues such as the standard professional practice regarding income-tax payments as deductible expenses.

Other recycling services were considered, including commercial wood-pallet collection and residential battery recycling; however, each of these had problems with implementation that both staff and Republic Services agreed were not recommendable at this time.

Staff recommendation for these specific new recycling services is based on several empirical sources of information: Business feedback in 2017 and 2019 and community online survey in 2019.

The City worked in 2017 with Republic Services and Clackamas County Sustainability Division to implement a Wilsonville-Metro Community Enhancement Program project, entitled *Wilsonville Fluorescent Mercury-Lamp Recycling Project*. In just two months, the lamp project committed 111 recycling mail-back boxes for fluorescent lamps of varying types to 25 separate commercial organizations in Wilsonville. During contact with program participants, approximately 50% of the businesses asked if battery recycling mail-back buckets were also available and suggested that they should be.

In April 2019, Clackamas County Sustainability Division organized a meeting of two dozen of Wilsonville's largest industrial employers hosted by high-tech manufacturer DW Fritz. During reporting-out by sub-groups, the two most commonly identified recycling needs not being well met currently was for Styrofoam packaging and broken wood pallets. In recent discussions with Republic Services, setting up a Styrofoam collection recycling station at the WRI waste-transfer facility was feasible. However, dealing with large amounts of potentially contaminated, broken wood pallets presented liability, safety and logistical issues that would take considerable time and expense to deal with.

During a month-long period from mid-September to mid-October 2019, staff used the new online community survey application *Let's Talk Wilsonville* at www.letstalkwilsonville.com to gauge

public interest in various proposed options. Promotion of the survey in news releases, on social media and in the October 2019 *Boones Ferry Messenger* resulted in marked increase in the number of community members who registered on the site, demonstrating keen public interest in the topic of recycling.

Results of <i>Let's Talk, Wilsonville!</i> Online Survey Report for Waste/Recycling Service Enhancements, October 2019			
Proposed Recycling Service	Priority (1=Highest)	Variation-Average	Variation-Median
Residential Food Waste Program	2.2	1.36	1.22
Styrofoam Collection/Recycling	2.23	1.34	1.21
Free Bulky Waste Pick-up for ADA/Seniors	2.69	1.11	1
Fluorescent Tubes Collection/Recycling	3.43	0.87	0.78
Wood Pallet Collection/Recycling	4.44	0.68	0.61
Average	3.00	1	
Median	2.69		1

Results of the survey showed that residents were very interested in a Residential Food Waste Program and Styrofoam Collection/Recycling, somewhat less interested in Free Bulky Waste Pick-up for ADA/Seniors; and also showed that Fluorescent Tubes Collection/ Recycling and Wood

Pallet Collection/Recycling had the lowest preference. Given that most survey-takers are residents, it is logical that the purely business recycling options would have lower general public interest. The biggest surprise was the higher than expected level of interest in Styrofoam recycling by residents, which when combined with strong business-expressed interest in Styrofoam recycling, made this an easy call as a desirable new service by all segments of the community.

Prevalence or Not for Income-Tax Payments as Deductible Expense

At the September 15 work session, Council requested additional information on an issue raised by Republic Services regarding jurisdictions that do or do not allow income-taxes as a deductible expense in setting solid-waste rates. A survey by staff found one city in the Portland metro area that allows income-taxes as a deductible expense.

Republic Services indicates that the old City franchise agreement provided for state and federal income taxes as an allowable expense that added approximately four percent to expenses. The new franchise agreement, which is modeled on standard modern franchise agreements, does not allow state and federal income taxes as an allowable expense. Republic Services does not contest the exclusion of the state and federal income taxes since the exclusion is contained in the Franchise Agreement, but rather Republic Services provides this information to inform Council for part of the reason why the operating margin is higher than the 8%-12% range.

Jurisdiction	Allow / Not Allow
City of Beaverton	Not Allow
City of Gresham	Not Allow
City of Hillsboro *	Not Allow
City of Lake Oswego *	Not Allow
City of Portland	Not Allow
City of Sherwood	Not Allow
City of Tigard	Not Allow
City of Troutdale	Not Allow
City of Tualatin	Allow
City of Wilsonville	Not Allow
Clackamas County, Rural and Urban areas	Not Allow
Washington County, Rural and Urban areas	Not Allow

* Republic Services indicates that the franchise agreements for these cities do not preclude the inclusion of state and federal income taxes as allowable expenses, but staff at these cities who oversee solid-waste rate-setting indicated to City staff that these cities do not allow the inclusion of state and federal income taxes in service rate calculations.

EXPECTED RESULTS:

Council provides staff with direction if the recommendation for new recycling services, City street-sweeping service and reduction of the recycling surcharge is an acceptable method to reduce the rate-of-return to the target operating margin that complies with the Solid Waste Franchise Agreement.

TIMELINE:

Adoption of the rate-review findings now sets the stage for new services or lower rates that could commence on or after January 1, 2020. See pages 2-3 for estimated dates of implementation for new recycling services.

CURRENT YEAR BUDGET IMPACTS:

Using the old solid-waste franchise model that required an annual franchise fee payment, Republic Services pre-paid a portion of 2018 and 2019 franchise fees; the Finance Department intends to refund the advance 2019 overpayment, which will have a material impact in FY 2018/19 financials.

Starting on January 1, 2020, the franchise fee paid to the City increases from three percent (3%) to the standard franchise fee of five percent (5%), resulting in an increase of \$147,320 annually, or estimated at \$73,660 for half a year (FY 19/20), with total revenue at \$365,723 annually.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 11/22/2019

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 12/11/2019

COMMUNITY INVOLVEMENT PROCESS:

City staff undertook a month's-long public survey via *Let's Talk Wilsonville* seeking feedback on the priorities of various recycling options and soliciting suggestions for new recycling services. Adoption of the Solid-Waste Franchise Ordinance in 2018 followed standard City public outreach practices; the 2019 rate review is a by-product of the new solid-waste franchise ordinance. City received feedback from businesses via the 2017 *Wilsonville Fluorescent Mercury-Lamp Recycling Project* and the April 2019 Clackamas County Sustainability Division meeting with Wilsonville industrial employers.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The community benefits by requiring Republic Services to stay within the profit margin negotiated, thereby limiting rate increases and/or increasing services offered.

ALTERNATIVES:

N/A.

CITY MANAGER COMMENT:

Proposed staff recommendation provides community with new recycling services and City street-sweepings/leaves collection/disposal without a rate increase and actually provides a "rate decrease" by cutting in half the recycling surcharge for both residents and businesses.

ATTACHMENTS:

1. Resolution No. 2775
 - A. City of Wilsonville Solid Waste Collection Rate Report Amended December 2019 by Bell & Assoc.
 - B. City of Wilsonville – Republic Services Agreement Creating New Community Recycling Services and City Street-Sweeping Collection/Disposal Service and Reducing the Temporary Recycling Surcharge Rate, December 16, 2019.

RESOLUTION NO. 2775

A RESOLUTION OF THE CITY OF WILSONVILLE ADOPTING THE FINDINGS OF THE SOLID WASTE COLLECTION RATE REPORT AMENDED DECEMBER 2019, CREATING NEW COMMUNITY RECYCLING SERVICES AND CITY STREET-SWEEPING COLLECTION/DISPOSAL SERVICE AND REDUCING THE TEMPORARY RECYCLING SURCHARGE RATE.

WHEREAS, Ordinance No. 814, adopted by City Council on May 21, 2018, created a new solid-waste franchise agreement with Republic Services; and

WHEREAS, Ordinance No. 814, Article VIII, Establishment and Modification of Service Rates, 3. Second Service Rate Adjustment provided for City's ability to "undertake a review of Franchisee's books, records, and accounts to adjust the Service Rate to set a new Service Rate that achieves an Operating Margin equal to ten percent (10%) of Gross Revenues"; and

WHEREAS, the City contracted with Chris Bell, CPA, of Bell and Associates of Camas, WA, to undertake a financial review of the solid-waste franchisee, Republic Services, operations and make a determination the firm's operating margin; and

WHEREAS, the *Solid-Waste Collection Rate Report Amended December 2019* attached herein as Exhibit A, provides information on:

- Republic Services 2018 actual revenue, expenses and operating margin.
- Republic Services 2019 projected revenue, expenses and operating margin.
- System changes in 2020 with Republic Services projected revenue, expenses and operating margin.
- Recycling costs factors.
- Commercial food scraps collection program, and recommended allocated costs; and

WHEREAS, the *Solid-Waste Collection Rate Report Amended December 2019* identified several new services that could be introduced based on the current Council-approved rate structure, coupled with a reduction in the temporary recycling surcharge that was enacted via Ordinance No. 814, Article VIII(6)(a), on May 21, 2018, and continued by Resolution No. 2718 adopted on December 17, 2018; and

WHEREAS, Resolution No. 2718 adopted on December 17, 2018, contemplated that the City Council would “review the recycling surcharge again on or before January 1, 2020,” and is now doing so via this resolution; and

WHEREAS, the 2017 Wilsonville-Metro Community Enhancement “Fluorescent Mercury-Lamp Recycling Project,” an April 2019 meeting of Wilsonville industrial employers organized by Clackamas County Sustainability Division, and a September-October 2019 “Let’s Talk Wilsonville” online community survey demonstrated considerable residential and business interests in new and improved recycling programs; and

WHEREAS the City Public Works Department seeks a new collection and disposal service for public right-of-way street-sweepings and leaves; and

WHEREAS the City Council is desirous of providing new community-wide recycling services and City public-works services and a reduction in the temporary recycling-surcharge rate;

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

1. The City hereby accepts and adopts the findings of the *Solid-Waste Collection Rate Report Amended December 2019* attached hereto as Exhibit A.
2. The City approves the introduction of new community-wide recycling services, City public-works street-sweeping/leaves collection/disposal services and a reduction in the temporary recycling-surcharge rate attached hereto as Exhibit B.

ADOPTED by the Wilsonville City Council at a regular meeting on December 16, 2019, and filed with the Wilsonville City Recorder on this date.

TIM KNAPP, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBITS:

- A. City of Wilsonville Solid Waste Collection Rate Report Amended December 2019 by Bell & Assoc.
- B. City of Wilsonville – Republic Services Agreement Creating New Community Recycling Services and City Street-Sweeping Collection/Disposal Service and Reducing the Temporary Recycling Surcharge Rate, December 16, 2019.



City of Wilsonville

Solid Waste Collection Rate Report

Bell & Associates

Amended December 2019

City of Wilsonville



Solid Waste Collection Rate Report

Amended December 2019

Bell & Associates

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Background of Solid Waste Review

The City of Wilsonville (City) contracted with Bell & Associates, a consulting firm with expertise in solid waste collection operations, to provide the City with solid waste and recycling consulting services. In March 2019, solid waste franchisee Republic Services (Republic) submitted its annual detailed cost reports to the City for the calendar year 2018. Due to staffing changes that included a transition in controllers, additional effort and meetings were needed to acquire the data needed to conduct the review.

Annual Cost Report

Collection of waste and recycling within Wilsonville is accomplished under an exclusive franchise agreement between Republic and the City. The annual report provides line-item costs and revenues associated with providing service within the City as well as combined line item totals for their non-Wilsonville operations. The format of the report provides the capacity to calculate the cost of service for each line of business (cart, container, and drop box). Cart collection is primarily residential customers, whereas business customers are serviced with a container. Reported results were analyzed and the following tasks were completed:

- a. Analyze reported route collection hours to the reported customer counts for each line of business.
- b. Using a predictive test of revenue for each line of business, ensure the reported revenues are reasonable for the number of reported customers.
- c. By thoroughly reviewing the reported direct cost line items, determine if the expense is reasonable in relation to the customer and operational data entered from the detailed cost report.
- d. Utilize a predictive test of disposal to determine if the reported disposal expense is reasonable.
- e. Using the reported administrative line items, determine if the expense is reasonable in relation to the operational data entered from the detailed cost report.
- f. Review the costs between the City and Republic's other franchised collection operations to determine if the allocations are reasonable.

Report adjustments were made to the submission by Republic from the application of the tasks above that reduced the reported costs and increased the profitability of services provided to Wilsonville customers.

Adjusted Report for 2018

Table 1 details the return for each collection service provided within the Wilsonville franchise collection system.

Table 1: Adjusted 2018 Wilsonville Results

Cost Component	Roll Cart	Container	Drop Box	Composite
Revenues	1,929,273	2,689,503	2,430,916	7,049,692
Allowable Costs for Rates	1,693,762	2,212,371	2,076,861	5,982,994
Franchise Income	235,511	477,132	354,055	1,066,698
Margin (Income / Revenue)	12.2%	17.7%	14.6%	15.1%

Projected Results for 2019

The report submitted by Republic was for the calendar year 2018; however, changes to the rates typically occur 6 to 12 months in the future. Additionally, changes to rates in 2018 are not fully realized in the submitted report. Therefore, an estimate of the expected results for 2019 is completed to provide the City with information to make an informed decision.

Projected revenues for the 2019 calendar year were calculated on the recycling surcharge and the two, 3.25% rate increases that were effective in July and October 2018 for residential, commercial, and drop box service.

The line item expenses from 2018 were adjusted to project the results for 2019 using assumptions based on contractual obligations such as the labor agreement between Republic and the union drivers, administrative wages, health insurance, recycling processing, fuel, and estimated inflation. Table 2 summarizes the inflation assumptions.

Expense	Change
Driver Wage	2.72%
Administrative Wage	2.50%
Health Insurance	5.00%
Fuel	-9.69%
Inflation	2.81%
Recycling Processing	16.5%

Year-to-Year Comparison of Expenses

Projected increases from the recycling surcharges and the July and October 2018 rate increases combined with estimated line item costs for the current year are summarized in Table 3.

Table 3: Adjusted Results

Report Table	2018 Adjusted	2019 Projected	\$ ▲	% ▲
Collection Revenue	\$6,870,679	\$7,453,895	\$583,216	8.5%
Recycling Revenue	\$179,013	\$92,542	\$(86,471)	-48.3%
Total Revenue	\$7,049,692	\$7,546,437	\$496,745	7.0%
SW and Yard Debris Disposal	\$2,763,746	\$2,810,123	\$46,377	1.7%
Recycling Processing	\$355,826	\$414,707	\$58,881	16.5%
Labor, Health Ins, & Taxes	\$1,014,559	\$1,046,272	\$31,713	3.1%
Truck, Fuel, and Repairs	\$712,789	\$712,544	\$(245)	0.0%
Equipment and Containers	\$99,597	\$99,964	\$367	0.4%
Franchise Fees	\$203,643	\$229,632	\$25,989	12.8%
Other Expense / Food Waste	\$183,532	\$185,988	\$2,456	1.3%
Management & Administration	\$661,650	\$673,356	\$11,706	1.8%
Less: Unallowable Costs	\$(12,348)	\$(12,348)	\$0	0%
Total Expense	\$5,982,994	\$6,160,238	\$164,770	2.8%
Income (Revenue – Expense)	\$1,066,698	\$1,386,199	\$319,501	30.0%
Margin (Income / Total Revenue)	15.1%	18.4%		3.3%

Recycling Costs

The revenue or cost of processing collected recycling in Wilsonville has three costs: transfer, processing, and material value. Collected materials from Wilsonville are consolidated at Willamette Resources and transported to Pioneer Recycling in Clackamas. Pioneer will sort the materials and sells them to end-users. The average cost to sort the material ranges from \$80 to \$120 per ton. The value of the material sorted offsets the processing cost. When the value of the material declines, the cost of processing increases and is passed back to the franchised haulers within the Portland area.

The value of collected recyclable material declined in 2019 compared to 2018 as the volume of materials seeking domestic markets continued to increase. The value of mixed paper, which is approximately 40% of the residential mix, has been negative over the last two years. But the value of cardboard, which is the second-largest material volume by weight, has experienced a decrease in value by over 50% from last year. Other materials have decreased in value, which is the primary reason the cost of recycling has increased when compared to the prior year.

Temporary Recycling Surcharge

Revenue generated from the residential customers of \$2.50 per month has generated \$148,114 over the last year whereas the commercial container surcharge has generated \$209,004. The combined surcharge amounts total \$357,118. The amount of revenue generated from the commercial surcharge appears to have been greater than approved by City Council because the per yard surcharge was applied to all collected yards. The surcharge approved by City Council was simply the customer's SW container size multiplied by \$1.50. The following figure is Attachment C from the May 7, 2018 Council Agenda.

Figure 1: Attachment C – Commercial Surcharge Rates

Container Size	Number of Customers with Container Size	Percentage of Customers with Container Size	Recycling Surcharge (\$1.50 per yard)
35 gallon	40	5.5%	\$1.50
60 gallon	293	40.6%	\$1.50
90 gallon	88	12.2%	\$1.50
2 yard	49	6.8%	\$3.00
3 yard	17	2.4%	\$4.50
4 yard	131	18.1%	\$6.00
6 yard	39	5.4%	\$8.00
8 yard	65	9%	\$12.00

Commercial customer counts from the 2018 cost report multiplied by their respective container size should generate \$47,331 annually, but the reported commercial surcharge revenue amount is 4.42 times higher (\$209,004 / \$47,331). The surcharge from the above example on an 8 yard container is only \$12, but the customer was invoiced \$51.96 (8 yards x \$1.50 x 4.33 pickups per month). The 4.33 pickups per month are calculated by dividing 52 weeks by 12 months. Customers were charged \$1.50 for each collected yard, which is why the cost is almost 4.33 times higher than amounts from the figure above.

The increase in commercial revenue using the method approved by City Council would have increased commercial revenue by an estimated 4.5% in 2019; however, the current method previously discussed increased commercial revenue by 11.2%. If the overcharges are refunded to the customers, commercial revenue should decrease by \$161,673 in the current year, which would decrease the overall margin to 16.5%. See **Attachment A** for the detailed projected results.

Prospective System Changes in 2020

Direct and indirect expenses were calculated to increase by 3% and 2% respectively in 2020 while revenue was left unchanged from 2019. The City has increased the franchise fee from 3% to 5% of gross revenue effective January 1, 2020. This change will increase the fees paid to the City by approximately \$150,000 compared to the current year. The expected performance in 2020 is estimated to be 12.9% (**Attachment B**); therefore, a rate adjustment should be enacted by the City to recalibrate the margin to 10% to be in compliance with Article VIII, section 3 of the City's Solid Waste Ordinance. Direct expenses.

City Council could adjust the rate to 10% by a combination of a rate decrease and an increase of additional services provided by Republic. Additional services include the commercial food waste program, a residential food waste program, a walk-in bulky waste collection for senior and disabled residents, a commercial Styrofoam / florescent light recycling program. The estimated costs of these new programs are summarized in Table 4.

Table 4: Estimated Impact of Increased Franchise Fees and New Programs in 2020

New Program Costs	Program Amount
Commercial Food Waste Costs	\$7,752
Residential Food Waste Program	\$21,521
Bulky Waste Collection for Senior Citizens	\$10,000
Commercial Styrofoam / Florescent Light	\$25,000
Total New Program Costs	\$64,273

Because the additional services only reduce the margin by 0.7%, from 13.1% to 12.2%, a reduction in the recycling surcharge for commercial and residential service should be implemented effective January 1, 2020. Reducing the residential recycling surcharge by 50% from \$2.50 per customer per month to \$1.25 and the commercial surcharge from \$1.50 to \$0.75 per yard will reduce the composite margin from 12.9% to 10.9%.

The 0.9% difference in the estimated margin above the targeted 10% is approximately \$75,000. To offset the difference, Republic Services will assist the Wilsonville Public Works Department with the disposal of street sweeping debris. Attachment C on the last page of this report has the estimated cost of the new recycling programs, the 50% reduction in the recycling surcharge, and the estimated disposal assistance to public works.

Commercial Food Waste Collection Costs and Rate Alternatives

The Clackamas County Recycling Education and Outreach office has estimated the number of customers within Wilsonville that would qualify for the Metro food waste collection program by phase.

Table 5: Estimated Food Waste Program Participants in Wilsonville

Totals	Year of Implementation	Customers
Phase 1 (1,000 lbs. food waste weekly)	2020	21
Phase 2 (500 lbs. food waste weekly)	2021	30
Phase 3 (250 lbs. food waste weekly)	2022	27
Total Food Waste Participants		78

Implementing the rates to support Metro's food waste program can be accomplished by two rate methods; either a variable rate assessed on the cost of service or allocate the program costs over the commercial rate base.

Cost of Service Rate Calculations for 2019

The service rate is comprised of the collection cost, container, food waste disposal cost, operating margin, and franchise fee. The cost of collection was calculated on the 2019 projected results of collection operations within Wilsonville to collect waste using either a roll cart or a container. The expected number of stops per hour is eight stops, which is lower than garbage and recycling because the number of customers generating food waste in quantities high enough to implement the program is limited. Therefore, the time and distance between stops are higher than garbage. Table 6 summarizes the cost of service in 2019 costs for a 64 gallon roll cart and a 2 yard container.

Table 6: Commercial Food Waste Cost of Service Rates

Rate Component	64 gallon cart	2 yard container
Collection Cost	\$67.50	\$67.50
Cart / Container	\$0.65	\$5.77
Food Waste Disposal	\$27.27	\$156.69
Margin @ 10%	\$10.60	\$25.55
Fran Fee @ 5%	\$5.30	\$12.78
Total Cost of Service Rate	\$111.32	\$268.29

Food waste collection costs would be an additional charge assessed to food waste generators. There is a potential for the customer to down-size their level of solid waste collection and reduce the cost impact from the program, but that change will vary for each customer.

Allocated Program Costs Calculations for 2019

The second method is the same approach currently in use to assess the cost of recycling services to commercial customers within Wilsonville and throughout the Portland metropolitan area. Because each customer's recycling needs vary, the cost of the service is blended with the cost of providing waste collection and the cost of recycling service is assessed on the level of waste collection service. While most customers receive a commensurate level of waste and recycling service, some customers either receive more and some receive less than the number of waste collection yards and/or collection frequency than waste.

The primary difference between assessing the cost of service rate and the allocated cost is the assumption of the cost savings from disposing of the food waste at a lower rate than solid waste. While customers may not be able to reduce their level of waste collection service to benefit from the savings, the weight, and subsequently the reduced cost of the diverted food waste will be realized within the composite by Republic.

Table 7 on the following page summarizes the overall impact to Wilsonville commercial container service for each phase of the Metro program from the expected number of participants summarized in Table 5.

Table 7: Commercial Food Waste Program Costs

Description	Note	Phase 1	Phase 2	Phase 3
Monthly Program Cost	A	\$1,418	\$3,443	\$5,266
Food Waste Savings	B	\$(993)	\$(1,703)	\$(1,965)
Total Monthly Cost	C	\$646	\$1,909	\$3,322
Annual Program Cost	D	\$7,752	\$22,908	\$39,864
2019 Composite Costs	E	\$2,321,576	\$2,321,576	\$2,321,576
% of Composite Costs	F	0.33%	1.32%	3.04%

Table 7 Notes

- A. Estimated collection cost to provide a weekly pick up of one container or cart to the number of customers in each phase from Table 4. Cost includes the cost of the container.
- B. Estimated savings from the difference in the lower disposal cost of food waste compared to solid waste.
- C. Collection cost less savings on food waste disposal (A – B).
- D. Annual program cost – Phase 2 is a combination of the additional cost and the prior year costs. Phase 3 is the additional cost plus the prior year's costs.
- E. Estimated commercial collection cost in the calendar year 2019 for each of the three phases
- F. Percentage of Annual Program Cost compared to the 2019 Composite Cost (D / E)

The estimated cost of the program is \$7,752 in the first year. In the second and third year, the costs increase by \$15,156 and \$16,956 respectively. As a percentage of the total commercial cost in 2019, the program is less than one percent of the total commercial collection cost.

Projected results for 2020 include the estimated cost of providing collection service to the 21 customers that generate 1,000 pounds or more of food waste weekly (Table 5). Table 8 estimates the financial performance (Rate of Return) of commercial collection with the additional food waste program costs from 2020 to 2022 as the second and third phases are fully implemented.

Table 8: Estimated Commercial Performance with the Additional Food Waste Costs

Year	Revenue	Expense	Income	ROR
2020	\$2,752,040	\$2,456,365	\$295,675	10.7%
2021	\$2,752,040	\$2,520,648	\$231,392	8.4%
2022	\$2,752,040	\$2,588,017	\$164,023	6.0%

The additional cost of the food waste program and the expected collection increases should decrease the commercial margin within the allowable range over the next three years; therefore, a rate increase for commercial collection is not required to implement the commercial food waste program.

Program Rate Recommendation

The rate approach of allocating food waste diversion costs over the commercial base is the preferred method for Clackamas County Recycling Education and Outreach office. This is also the same method employed by the cities of Beaverton and Tigard. The primary reason is the reduced cost to the food waste generator, compared to the cost of service, will likely compel them to participate in the program. While a participant will see a slight increase in their collection service invoice, they will incur additional internal costs to comply with the food waste program.

Attachment A

Projected 2019 Results
Return on Revenues - Commercial Surcharge as Collected
City of Wilsonville

	Residential Service			Commercial Service			Drop Box	Grand Totals					
	Solid Waste	Recycling	Yard Debris	Solid Waste	Recycling								
		% ▲ from prior year		% ▲ from prior year		% ▲ from prior year							
Collection & Service Revenues	2,103,418	12.6%	19,750	-62.0%	9,378	0.0%	2,831,551	11.2%	89,249	-37.4%	2,493,091	2.6%	7,546,437
Surcharge Overage													0
Direct Costs of Operations	726,143		447,218		300,288		1,428,541		602,541		1,994,499		5,499,230
Disposal / Processing Expense	372,139	1.5%	128,029	-15.9%	105,019	6.5%	966,878	1.5%	286,678	40.8%	1,366,087	1.5%	3,224,830
Labor Expense	148,125	3.1%	163,023	3.1%	99,739	3.1%	189,362	3.1%	161,303	3.1%	284,720	3.1%	1,046,272
Truck Expense	101,261	0.0%	111,443	0.0%	68,172	0.0%	129,480	0.0%	110,297	0.0%	191,891	0.0%	712,544
Equipment Expense	14,206	0.4%	15,634	0.4%	9,564	0.4%	18,166	0.4%	15,474	0.4%	26,920	0.4%	99,964
Franchise Fees	63,981	14.5%	0		0		90,858	19.2%	0		74,793	4.5%	229,632
Other Direct Expense	26,431	1.3%	29,089	1.3%	17,794	1.3%	33,797	1.3%	28,789	1.3%	50,088	1.3%	185,988
Indirect Costs of Operations	245,283	12%					310,929	11%			117,144	5%	673,356
Management Expense	63,724	2.7%					132,099	2.7%			42,344	2.7%	238,167
Administrative Expense	13,734	2.9%					28,227	2.9%			9,078	2.9%	51,039
Other Overhead Expenses	167,825	0.9%					150,603	1.2%			65,722	1.0%	384,150
Less Unallowable Costs	12,315						21				12		12,348
Revenues	2,132,546						2,920,800				2,493,091		7,546,437
		% ▲ from prior year						% ▲ from prior year					
Direct Costs of Operations	1,473,649	0.6%					2,031,082	6.5%			1,994,499		5,499,230
Indirect Costs of Operations	245,283	1.5%					310,929	2.0%			117,144		673,356
Total Cost	1,718,932	0.8%					2,342,011	5.9%			2,111,643		6,172,586
Less Unallowable Costs	12,315	0.0%					21	0.0%			12		12,348
Allowable Costs	1,706,617						2,341,990				2,111,631		6,160,238
Franchise Income	425,929						578,810				381,460		1,386,199
Projected Return on Revenues	19.97%						19.82%				15.30%		18.37%
2018 Return on Revenues	12.21%						17.74%				14.56%		15.13%

Inflation Assumptions		Changes in Revenue	
Driver Wage	2.72%	Inflation	2.81%
Health Ins	5.00%	Fuel	-9.69%
G&A Wage	2.50%	Rec Processing	6.67%
		Cart & Cont Revenue	6 months of increase from July 2018
			No value for residential recycling / 50% of com.

Attachment B

Projected 2020 Results
Return on Revenues - Commercial Surcharge as Approved
City of Wilsonville

	Residential Service			Commercial Service			Drop Box	Grand Totals					
	Solid Waste	Recycling	Yard Debris	Solid Waste	Recycling								
	% ▲ from prior year	% ▲ from prior year	% ▲ from prior year	% ▲ from prior year	% ▲ from prior year	% ▲ from prior year							
Collection & Service Revenues	2,103,418	0.0%	19,750	0.0%	9,530	1.6%	2,662,791	0.0%	89,249	0.0%	2,534,074	1.6%	7,418,812
Recycling Surcharge			0										
Direct Costs of Operations	788,662		456,794		309,297		1,515,415		611,153		2,104,003		5,785,324
Disposal Expense	383,303	3.0%	128,029	0.0%	108,170	3.0%	995,884	3.0%	286,678	0.0%	1,407,070	3.0%	3,309,134
Labor Expense	152,569	3.0%	167,914	3.0%	102,731	3.0%	195,043	3.0%	166,142	3.0%	293,262	3.0%	1,077,661
Truck Expense	104,299	3.0%	114,786	3.0%	70,217	3.0%	133,364	3.0%	113,606	3.0%	197,648	3.0%	733,920
Equipment Expense	14,632	3.0%	16,103	3.0%	9,851	3.0%	18,711	3.0%	15,938	3.0%	27,728	3.0%	102,963
Franchise Fees	106,635	66.7%	0		0		137,602	51.4%	0		126,704	69.4%	370,941
Other Direct Expense	27,224	3.0%	29,962	3.0%	18,328	3.0%	34,811	3.0%	28,789	0.0%	51,591	3.0%	190,705
Indirect Costs of Operations	250,189	2.0%					317,148	2.0%			119,487	2.0%	686,824
Management Expense	64,998	2.0%					134,741	2.0%			43,191	2.0%	242,930
Administrative Expense	14,009	2.0%					28,792	2.0%			9,260	2.0%	52,061
Other Overhead Expenses	171,182	2.0%					153,615	2.0%			67,036	2.0%	391,833
Less Unallowable Costs	12,315						21				12		12,348
Revenues	2,132,698						2,752,040				2,534,074		7,418,812
Direct Costs of Operations	1,554,753	6.2%					2,126,568	11.5%			2,104,003		5,785,324
Indirect Costs of Operations	250,189	3.5%					317,148	4.0%			119,487		686,824
Total Cost	1,804,942	5.8%					2,443,716	10.5%			2,223,490		6,472,148
Less Unallowable Costs	12,315	0.0%					21	0.0%			12		12,348
Allowable Costs	1,792,627						2,443,695				2,223,478		6,459,800
Franchise Income	340,071						308,345				310,596		959,012
Projected Return on Revenues	15.95%						11.20%				12.26%		12.93%
2018 Return on Revenues	12.21%						17.74%				14.56%		15.13%

Inflation Assumptions for Line Item Expenses			
Solid Waste		Resi Recycling & Yard Debris	
Driver Wage	3.00%	Driver Wage	3.00%
Health Ins	3.00%	Health Ins	3.00%
Fuel	3.00%	Fuel	3.00%
Tip Fee	3.00%	Yard Debris Disposal	3.00%
Liab-Prop Ins	3.00%	Liab-Prop Ins	3.00%
Inflation	3.00%	Inflation	3.00%

Changes in Revenue
Cart & Cont Revenue
No Increase from 2019
Recycling Revenue
Same as 2019
Drop Box Revenue
Increased by tip fee increase of 3%

Attachment C

Projected 2020 Results
Return on Revenues @ 50% Recycling Surcharge Rate Decrease
City of Wilsonville

	Residential Service			Commercial Service			Drop Box	Grand Totals
	Solid Waste	Recycling	Yard Debris	Solid Waste	Recycling			
Collection & Service Revenues	2,103,418	19,750	9,530	2,662,791	89,249		2,534,074	7,418,812
Recycling Surcharge		-80,700			-23,666		0	-104,366
Direct Costs of Operations	784,627	488,315	309,297	1,539,232	618,905		2,104,003	5,844,379
Disposal Expense	383,303	128,029	108,170	995,884	286,678		1,407,070	3,309,134
Labor Expense	152,569	167,914	102,731	195,043	166,142		293,262	1,077,661
Truck Expense	104,299	114,786	70,217	133,364	113,606		197,648	733,920
Equipment Expense	14,632	16,103	9,851	18,711	15,938		27,728	102,963
Franchise Fees	102,600	0	0	136,419	0		126,704	365,723
Other Direct Expense	27,224	61,483	18,328	59,811	36,541		51,591	254,978
Indirect Costs of Operations	250,189			317,148			119,487	686,824
Management Expense	64,998			134,741			43,191	242,930
Administrative Expense	14,009			28,792			9,260	52,061
Other Overhead Expenses	171,182			153,615			67,036	391,833
			21,521 Yard Debris		10,000 Styrofoam Rec			
			10,000 Bulky Waste		15,000 Florescent Ligh			
			31,521 Total Expense		25,000 Total Expense			
Less Unallowable Costs	12,315			21			12	12,348
Revenues	2,051,998			2,728,374			2,534,074	7,314,446
Direct Costs of Operations	1,582,239	\$ (1.25) Rate Decrease per Month		2,158,137	\$ (0.17)		2,104,003	5,844,379
Indirect Costs of Operations	250,189	\$ 1.25		317,148			119,487	686,824
Total Cost	1,832,428			2,475,285			2,223,490	6,531,203
Less Unallowable Costs	12,315			21			12	12,348
Allowable Costs	1,820,113			2,475,264			2,223,478	6,518,855
Franchise Income	231,885			253,110			310,596	795,591
Projected Return on Revenues	11.30%			9.28%			12.26%	10.88%
2018 Return on Revenues	12.21%			17.74%			14.56%	15.13%

Solid Waste	Resi Recycling & Yard Debris	PUC
Driver Wage 3.00%	Driver Wage 3.00%	Drop Box Tip Fee 3.00%
Health Ins 3.00%	Health Ins 3.00%	
Fuel 3.00%	Fuel 3.00%	
Tip Fee 3.00%	Yard Debris Disposal 3.00%	
Liab-Prop Ins 3.00%	Liab-Prop Ins 3.00%	
Inflation 3.00%	Inflation 3.00%	

Cart & Cont Revenue	No Increase from 2019
Recycling Revenue	Same as 2019
Drop Box Revenue	Increased by tip fee increase of 3%

Estimated Revenue in 2020	\$ 7,314,446
Required Revenue @ 10% Return	\$ 7,238,979
Estimated Income Surplus	\$ 75,467

Street Sweeping Debris Disposal provided to Public Works by Republic Services	\$ 75,467
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City of Wilsonville – Republic Services Agreement Creating New Community Recycling Services and City Street-Sweeping Collection/Disposal Service, and Reducing the Temporary Recycling Surcharge Rate

Exhibit B to Resolution No. 2775

December 16, 2019

New Community-Wide Recycling Services:

1. **Residential Food-Scraps Collection Program:** Allow food scraps to be collected with the yard-debris cart service. This would be an on-going, permanent program with an estimated first-year cost of \$21,521 and an estimated start in Q2 2020 (April).
2. **Bulky Waste Pick-up for ADA/Senior Citizens:** Wilsonville residents who have a disability or are older senior citizens would be offered home pick-up of large/bulky waste items free of charge. This would be a limited-duration program of one year or less with a budget of \$10,000 that estimates 250 pick-ups at an average cost \$40 each, with an estimated start in Q1 2020 (February).
3. **Styrofoam Collection/Recycling:** Republic Services would set up a collection station at its WRI transfer facility for residents and commercial/industrial customers to deposit clean Styrofoam packaging for recycling. As a new pilot-program, total demand is uncertain; however, both industrial businesses and residents have indicated high interest. Program to be evaluated during next solid waste rate review process. A total of \$10,000 is budgeted with an estimated start date in Q1 2020 (March).
4. **Commercial/Industrial Fluorescent Tubes/Batteries Box Mail-Back Service:** Businesses would be to obtain at no charge for a limited duration of one year or less “recycling box mail-back” service for 48" fluorescent tubes and batteries. Based on results and feedback to the successful 2017 Wilsonville-Metro Community Enhancement Program project, City staff could determine that greatest demand appears to be for standard 4-foot-long tubes and batteries. A total of \$15,000 is budgeted with an estimated start date in Q1 2020 (March).
5. **Commercial Food-Scraps Collection Program:** City Council adopted Ordinance No. 837 on August 5, 2019 to codify the Metro-mandated commercial food-scraps collection program that commences in Q1 2020 (March) for the largest food-scrap generators (known as Group 1). This new program would be funded through a “blended-rate” structure similar to all other standard, mandated solid-waste collection and recycling services that would include food-scraps collection. By Metro mandate, the program is expected to grow over the next three years to encompass all sizes of businesses that generate food scraps.

City Public-Benefit Service:

6. **Public Works Street-Sweepings and Leaf Collection and Disposal:** The City is in need of collection and disposal services for street-sweepings and leaves, which is required by law. Republic Services is tentatively able to provide these services with DEQ permitting to the

City at an estimated annual cost of approximately \$85,000. The staff recommendation allows for about \$75,000 of rate-of-return margin that would be credited to City for collection and disposal services for street-sweepings and leaves by Republic Services.

Rate Reduction:

7. **Across-the-Board 50% Rate Reduction in the Temporary Recycling-Surcharge:**
Analysis shows Republic Services' current recycling revenue is matching the actual costs, and the change in allowable expenses under the new franchise agreement is the main driver for the reduction of this surcharge. Staff recommendation with Republic Services agreement allows for reducing by half (50%) the temporary recycling-surcharge for both residents (a \$1.25/month reduction from \$2.50/month to a net charge of \$1.25/month) and for commercial firms (a \$0.75/yard/number of pick-ups to a net charge of \$0.75/yard/number of pick-ups per week). The surcharge modification should start on January 1, 2020.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: December 16, 2019	Subject: Resolution No. 2776 A Resolution of the City of Wilsonville Authorizing the City Manager to Execute a Professional Services Agreement with JayRay Ads & PR, Inc, for 'Explore Wilsonville' Tourism Promotion and Development and Destination Marketing Services. Staff Member: Mark Ottenad, Public/Government Affairs Director and Zoe Monahan, Assistant to the City Manager Departments: Administration
Action Required	Advisory Board/Commission Recommendation
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable Comments: N/A
Staff Recommendations: Staff recommends that Council adopt Resolution No. 2776.	
Recommended Language for Motion: I move to approve Resolution No. 2776.	
PROJECT / ISSUE RELATES TO:	
<input checked="" type="checkbox"/> Council Goals/Priorities <input checked="" type="checkbox"/> Adopted Master Plan(s) <input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

City Council adoption of Resolution No. 2776 advances a professional services agreement with JayRay Ads & PR, Inc., for 'Explore Wilsonville' tourism promotion and development and destination marketing services for the period of Jan. 1, 2020, through June 30, 2021.

EXECUTIVE SUMMARY:

The City Council adopted on July 15, 2019, Resolution No. 2758 that approved the FY 2019/20 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy and *Half-Year* FY 2019/20 Tourism Promotion & Destination Marketing Services Plan (emphasis added).

Due to the dissolution in May 2019 of the firm that had provided tourism promotion services to the City, the City Council approved an interim, six-month agreement with one of the partners of the former firm to provide tourism promotion services. The City conducted an RFP process during August through November that resulted in the Tourism Promotion Committee and staff recommending retaining the services of JayRay Ads & PR, Inc.

Resolution No. 2776 provides for the City to obtain professional tourism promotion services for the last half of FY 2019/20 and the subsequent FY 2020/21. The agreement contains a provision for two optional one-year renewals.

Background Information

City Council members may recall that as City staff was preparing to bring to Council for adoption Resolution No. 2758 on June 17, 2019, the City was informed that the contracted tourism-promotion consultant firm, Vertigo Marketing LLC that devised the FY 2019/20 Tourism Promotion & Destination Marketing Services Plan was dissolving. Staff and Tourism Promotion Committee then opted to receive proposals for an abbreviated six-month tourism services agreement from the principals of the dissolved firm while simultaneously going out with an RFP for tourism promotion services.

City Council adopted Resolution No. 2758 a month later on July 15, 2019, that approved the overall tourism promotion program plan and a, interim six-month (half-year) FY 2019/20 Tourism Promotion & Destination Marketing Services Plan.

On August 20, 2019, the City published an RFP for 'Explore Wilsonville' Tourism Promotion and Development and Destination Marketing Services and received eight (8) qualified proposals by the deadline of September 30, 2019. Members of the Tourism Promotion Committee and staff acting as the Selection Review Committee reviewed all eight proposals on October 18, 2019, and selected four (4) finalists to interview. During the course of interviews that were conducted on November 13, 2019, one firm stood out as the consensus choice of the committee with the highest criteria evaluation: JayRay of Tacoma, Washington.

JayRay's proposal and interview specifically addressed many of the Tourism Promotion Committee members' issues of concern, including demonstrating a keen understanding of Wilsonville's position in the shadow of a major market, a regional tourism marketing approach that positions Wilsonville as the ideal overnight lodging location for day trips to area attractions, and a strategic focus to develop new "packages" that encourage visitation during the slower shoulder-season months.

The City's current firm, Velocity Tourism LLC, filed a protest with the City's notice of intent to award. The protest was denied by staff and Velocity was informed the contract would be awarded to JayRay.

EXPECTED RESULTS:

Adoption of the resolution advances the Council-approved the FY 2019/20 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy approved by Resolution No. 2758, and provides the logistical support and expertise to advance current tourism promotion efforts and develop the next FY 2020/21 Tourism Promotion and Development & Destination Marketing Services Plan for implementation.

TIMELINE:

Resolution No. 2776 advances a professional services agreement with JayRay Ads & PR, Inc., for ‘Explore Wilsonville’ tourism promotion and development and destination marketing services for the period of Jan. 1, 2020, through June 30, 2021.

CURRENT YEAR BUDGET IMPACTS:

The Scope of Work in the Professional Services Agreement is in line with budgeted tourism promotion funds for FY 2019/20 and with those funds anticipated to be budgeted in FY 2020/21 (same as current and past three years at \$200,000/year). The Scope of Work for the remainder of FY 2019/20 totals \$100,000, which is the amount, budgeted.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 12/11/2019

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 12/11/2019

City Legal staff sent a letter denying the protest, on December 6, to date no response has been received from Velocity.

COMMUNITY INVOLVEMENT PROCESS:

Development of the underlying Tourism Development Strategy had considerable public engagement during the 2013-14 timeframe that included participation by a large citizen task force and interviews/surveys with residents and tourism stakeholders. Subsequently, the Tourism Promotion Committee has overseen development of three annual business plans, adopted by Council, that have been advertised to the community. Members of the Tourism Promotion Committee represent a wide spectrum of community interests.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

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

ALTERNATIVES:

N/A.

CITY MANAGER COMMENT:

Adoption of Resolution No. 2776 advances Council prior action on July 15, 2019, that adopted Resolution No. 2758.

ATTACHMENTS:

- A. Resolution No. 2776
 - 1. Professional Services Agreement with JayRay Ads & PR, Inc. for 'Explore Wilsonville' Tourism Promotion and Development and Destination Marketing Services.
- B. Proposal by JayRay responding to City RFP for 'Explore Wilsonville' Tourism Promotion And Development And Destination Marketing Services, September 30, 2019

RESOLUTION NO. 2776**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH JAYRAY ADS & PR, INC. FOR ‘EXPLORE WILSONVILLE’ TOURISM PROMOTION AND DEVELOPMENT AND DESTINATION MARKETING SERVICES.**

WHEREAS, the City Council adopted Resolution No. 2468 on May 5, 2014, 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 Resolution No. 2541 on June 15, 2015, 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, on April 4, 2016, the City Council adopted the first annual *FY 2016/17 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, on June 19, 2017, the City Council adopted the second annual rolling *FY 2017/18 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 City Council adopted Resolution No. 2669 on February 22, 2018, 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 Resolution No. 2681 on March 19, 2018, which approved a Tourism Advertising and Marketing Services Professional Services Agreement that exercised a first one-year contract extension with a tourism operations and marketing development consultant that supports implementation of Resolution No. 2669; and

WHEREAS, the City Council adopted Resolution No. 2699 on July 16, 2018, the third annual rolling *FY 2018/19 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 City Council adopted Resolution No. 2758 on July 15, 2019, which approved the *FY 2019/20 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy* and *Half-Year FY 2019/20 Tourism Promotion & Destination Marketing Services Plan* for the period of time from June 30, 2019, to January 1, 2020; and

WHEREAS, City staff worked with the Tourism Promotion Committee to develop a *Request for Proposals (RFP) for 'Explore Wilsonville' Tourism Promotion and Development and Destination Marketing Services*, published on August 20, 2019, that would cover the period of January 1, 2020 through June 30, 2021; and

WHEREAS, the City received eight (8) qualified proposals by the September 30, 2019 deadline, which members of the Tourism Promotion Committee and staff, acting as the Selection Review Committee, reviewed on October 18, 2019 and selected four (4) finalists to interview; and

WHEREAS, members of the Tourism Promotion Committee and staff, acting as the Selection Review Committee, interviewed four (4) finalists on November 13, 2019 and recommended to the City Council, as the consensus choice of the committee with the highest criteria evaluation, retaining the professional services of JayRay Ads & PR, Inc. of Tacoma, Washington; and

WHEREAS, the City and members of the Tourism Promotion Committee believe that the proposal by JayRay Ads & PR, Inc. provides the tourism promotion and development and destination marketing services needed by the City and is in the best interest of the City to continue the tourism-promotion program;

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

1. The City Council approves and authorizes the City Manager to execute, on behalf of the City of Wilsonville, a Professional Services Agreement with JayRay Ads & PR, Inc. for 'Explore Wilsonville' Tourism Promotion and Development and Destination Marketing Services that is substantially similar in form as Exhibit 1 attached hereto.
2. This Resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 16th day of December 2019, and filed with the Wilsonville City Recorder this date.

TIM KNAPP, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBIT:

1. Professional Services Agreement with JayRay Ads & PR, Inc. for 'Explore Wilsonville' Tourism Promotion and Development and Destination Marketing Services.

**CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT**

Tourism Promotion and Destination Marketing

This Professional Services Agreement (“Agreement”) for the Tourism Promotion and Destination Marketing Project (“Project”) is made and entered into on this ____ day of _____ 20__ (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **JayRay Ads & PR, Inc.**, a Washington corporation (hereinafter referred to as “Consultant”).

RECITALS

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

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

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

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

AGREEMENT

Section 1. Scope of Work

Consultant shall diligently perform the tourism advertising and marketing services according to the requirements identified in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Services”).

Section 2. Term

The term of this Agreement shall be from the Effective Date until all Services required to be performed hereunder are completed and accepted, or no later than June 30, 2021, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 3. Consultant’s Services

3.1. All written documents prepared by Consultant in conjunction with the Services shall bear the signature, stamp, or initials of Consultant’s authorized Project Manager.

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

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

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

Section 4. Compensation

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed THREE HUNDRED THOUSAND DOLLARS (\$300,000), for performance of the Services ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant.

4.2. During the course of Consultant's performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Work described on **Exhibit A**, a written Addendum to this Agreement must be executed in compliance with the provisions of **Section 14**.

4.3. Except for amounts withheld by the City pursuant to this Agreement, Consultant will be paid for Services for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Consultant as promptly as is reasonably possible.

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, and all other similar fees resulting from this Project, that are not specifically covered by **Exhibit A**.

4.5. Consultant's Compensation Amount is all inclusive and includes, but is not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance,

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

Section 5. City's Project Manager

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

Section 6. Consultant's Project Manager

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

Section 7. Subcontractors and Assignments

7.1. Unless expressly authorized in **Exhibit A** or **Section 8** of this Agreement, Consultant shall not subcontract with others for any of the Services prescribed herein. Consultant shall not assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting. Consultant acknowledges such work will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Agreement, the City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.

7.2. The City shall have the right to enter into other agreements for the Project, to be coordinated with this Agreement. Consultant shall cooperate with the City and other firms or subcontractors on the Project so that all portions of the Project may be completed in the least possible time and within normal working hours.

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

Section 8. Consultant Is Independent Contractor

8.1. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 4** of this Agreement. Consultant will be solely responsible for determining the manner and means of accomplishing the end result of Consultant's Services. The City does not have the right to control or interfere with the manner or method of accomplishing said Services. The City, however, will have the right to specify and control the results of Consultant's Services so such Services meet the requirements of the Project.

8.2. Consultant may request that some consulting services be performed on the Project by persons or firms other than Consultant, through a subcontract with Consultant. Consultant acknowledges that if such services are provided to the City pursuant to a subcontract(s) between Consultant and those who provide such services, Consultant may not utilize any subcontractor(s), or in any way assign its responsibility under this Agreement, without first obtaining the express written consent of the City, which consent may be given or denied in the City's sole discretion. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

8.3. Consultant shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Consultant shall require that all of Consultant's subcontractors also comply with, and be subject to, the provisions of this **Section 8** and meet the same insurance requirements of Consultant under this Agreement.

Section 9. Consultant Responsibilities

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

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

responsibility. Consultant shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses.

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

Section 10. Indemnity

10.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Consultant’s negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Agreement, or from Consultant’s failure to perform its responsibilities as set forth in this Agreement. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Consultant shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City’s requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant’s negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 10.2**. Consultant shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Consultant. As used herein, the term “Consultant” applies to Consultant and its own agents, employees, and suppliers, and to all of Consultant’s subcontractors, including their agents, employees, and suppliers.

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

Section 11. Insurance

11.1. Insurance Requirements. Consultant shall maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Agreement. Such insurance shall cover all risks arising directly or indirectly out of Consultant’s activities or work hereunder. Any and all agents, contractors, or subcontractors with which Consultant contracts

to work on the Services must have insurance that conforms to the insurance requirements in this Agreement. Additionally, if a subcontractor is an engineer, architect, or other professional, Consultant must require the subcontractor to carry Professional Errors and Omissions insurance and must provide to the City proof of such coverage. The amount of insurance carried is in no way a limitation on Consultant's liability hereunder. The policy or policies maintained by Consultant shall provide at least the following minimum limits and coverages at all times during performance under this Agreement:

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

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

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

11.1.4. Workers Compensation Insurance. Consultant, its subcontractors, and all employers providing work, labor, or materials under this Agreement that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not

obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than **\$500,000** each accident.

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

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

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

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

Section 12. Early Termination; Default

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

12.1.1. By mutual written consent of the parties;

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

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

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

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

12.4. Termination under any provision of this section shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. Consultant shall surrender to the City items of work or portions thereof, referred to in **Section 16**, for which Consultant has received payment or the City has made payment.

Section 13. Suspension of Services

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

Section 14. Modification/Addendum

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 4** of this Agreement, or changes or modifies the Scope of Work or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. If Consultant incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum to this Agreement.

Section 15. Access to Records

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

Section 16. Property of the City

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

Section 17. Notices

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

To City: City of Wilsonville
 Attn: Zoe Monahan, Assistant to the City Manager
 29799 SW Town Center Loop East
 Wilsonville, OR 97070

To Consultant: JayRay Ads & PR, Inc.
 Attn: Bridget Baeth, Senior Advisor and Principal
 535 Dock Street, Suite 205
 Tacoma, WA 98402

Section 18. Miscellaneous Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18.17. Interpretation. As a further condition of this Agreement, the City and Consultant acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether

judicial or otherwise, to enforce or interpret any of the terms of the Agreement, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

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

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

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

The Consultant and the City hereby agree to all provisions of this Agreement.

CONSULTANT:

CITY:

JAYRAY ADS & PR, INC.

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

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

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EXHIBIT A
SCOPE OF WORK

JAYRAY A PLACE TO THINK
 Branding | Advertising | Strategic Communications

535 DOCK STREET
 SUITE 205
 TACOMA, WA 98402
 253.627.9128
 fax 253.627.6548

Explore Wilsonville Scope of Work & Budget Detail

TOURISM PROMOTION AND DEVELOPMENT AND DESTINATION MARKETING SERVICES

FY 2019-20: Jan 1, 2020-Jun 30, 2020; FY 2020-21: Jul 1, 2020-Jun 30, 2021

December 5, 2019

MARKETING SERVICES: \$95,775

Deliverables (includes advertising/media spend)	Budget	FY 2019-20	FY 2020-21
		Jan-June 2020	July 20-June 21
		Phase 1	Phase 2
Media buying: identify advertising opportunities, negotiate favorable ad rates, identify insertion dates based on editorial calendar, define ad specs, oversee ad design and production, upload ads to publication. Work with partner organizations on co-op ad buys and other joint promotion efforts.		X	X
Art and creative direction, including concepting		X	X
Ad design (for print and digital)		X	X
Copywriting (for print and digital ads, marketing collateral)		X	X
Production		X	X
Advertising allowance (\$43,000). Media buys (digital/print) to be placed after campaign concepts are approved and media plan has been approved to reach targeted audiences and track performance based on past results. Includes social media boosted posts. <i>May include co-op ad buys with Clackamas County Tourism and Cultural Affairs, dba Oregon's Mt Hood Territory as well as placement in regional visitor guides such as Travel Oregon and Travel Portland</i>		X	X
Email marketing campaign (e-blasts during shoulder-season, non-summer months (9)) includes content strategy, template development, list management, design and copywriting		X	X
Reporting* of marketing KPIs *cost included in Management Services		X	X
Develop FY2020-21 Tourism Promotion and Development and Destination Marketing Plan		X	
SUBTOTAL	\$95,775	\$25,233	\$70,542

WEBSITE SERVICES: \$38,200

Deliverables	Budget	Jan-June 2020	July 20-June 21
		Phase 1	Phase 2
Annual maintenance including software/paid plug-in renewals, website hosting, domain renewal, SSL certificate renewals, security/hack alert scanning, and a technical support plan (necessary theme and plug-in updates, daily cloud backups, 24/7 uptime monitoring and website restored when down within an hour) <i>Includes domain name & SSL Certificate renewals include: ExploreWilsonville.com</i>		X	X
Develop campaign landing page to track advertising, implement Facebook Pixels and UTMs		X	X
Optimize website for increased mobile responsiveness, shortening the homepage scroll		X	
Develop website content strategy to highlight Wilsonville as an overnight basecamp on homepage; Highlight upcoming events and new content on homepage, focusing on seasonality and shoulder season promotions, ultimately bringing visitors back to the site; enhance Meet landing page and Press & Media landing page to include "why Wilsonville"		X	
Provide ongoing content maintenance (attractions, lodging, calendar of events listings, photos and graphics)		X	X
Content website development (seasonal hero banners, homepage copy, images, maps...)		X	X
Reporting* of website traffic and related KPIs *cost included in Management Services		X	X
Create and implement SEO strategy, including quarterly reports		X	X
SUBTOTAL	\$38,200	\$16,316	\$21,884

SOCIAL MEDIA SERVICES: \$34,700

Deliverables	Budget
Develop social media strategy (includes an audit of existing channels). Craft a master editorial calendar to include a balance of original and curated content for off-season tourism promotion across Instagram, Facebook and Pinterest (at a glance we recommend focusing efforts on three channels, closing your Twitter account)	
Write and produce social content (copy and images) 3-5 times per week for three social media channels following approved social media strategy and editorial calendar	
Community management and engagement (schedule and post content on three channels, find photos from followers to post, and grow followers)	
Reporting* of social media KPIs *cost included in Management Services	
SUBTOTAL	\$34,700

FY 2019-20 Jan-June 2020	FY 2020-21 July 20-June 21
Phase 1	Phase 2
x	x
x	x
x	x
x	x
\$12,133	\$22,567

PUBLIC RELATIONS SERVICES: \$35,075

Deliverables	Budget
Develop PR plan to include 4 media themes/stories to promote shoulder-season travel with corresponding PR tactics including media pitches and press releases	
Subscribe and respond to HARO (Help A Reporter Out) media opportunities (ongoing, review daily)	
Develop media lists for 4 approved themes, conduct targeted PR outreach and provide ongoing media follow-up	
Software subscription to robust Cision Media Database (\$1,000) to provide monthly monitoring, media contact lists, distribution and reporting	
Attend Travel & Words: Northwest Travel & Lifestyle Writers Conference (May 2020 in Bend) to connect directly with travel writers and promote Wilsonville stories (also provides opportunity to network and strengthen partner/DMO relationships)	
Micro influencer/travel blogger campaign (bring 3 IG influencers with travel blogs, each tasked to promote a different Wilsonville Pocket Trip, during shoulder season). Includes influencer selection, contracts, itinerary building and hosting.	
Reporting* of public relations KPIs *cost included in Management Services	
Media hosting allowance for FAMS and approved media visits	
SUBTOTAL	\$35,075

Jan-June 2020	July 20-June 21
Phase 1	Phase 2
x	x
x	x
x	x
x	x
x	
	x
x	x
x	x
\$15,050	\$20,025

PHOTOGRAPHIC AND VIDEO SERVICES: \$13,000

Deliverables	Budget
Arrange for new photography or videography of attractions and events to enhance campaigns and marketing collateral	
Arrange for models and releases as needed (recruit locals/volunteers to save on budget), develop storyboards, provide artistic direction and coordinate site locations. Obtain full usage and rights renewals, whenever possible.	
SUBTOTAL	\$13,000

Jan-June 2020	July 20-June 21
Phase 1	Phase 2
x	x
x	x
\$1,500	\$11,500

FY 2019-20: Jan 1, 2020-Jun 30, 2020; FY 2020-21: Jul 1, 2020-Jun 30, 2021

Page 3

MANAGEMENT SERVICES: \$32,400

Deliverables	Budget	FY 2019-20	FY 2020-21
		Jan-June 2020	July 20-June 21
		Phase 1	Phase 2
Management of the overall tourism-promotion and destination marketing program (includes accounting for itemized expenses)		X	X
Developing and operating procedures/systems (fulfillment handled by City Parks and Recreation staff) to include printing, shipping and postage costs		X	X
Renew memberships to Travel Portland and Oregon Destination Association			X
Software and database subscriptions (STR for Wilsonville and Troutdale: \$4,000 and ISSUU: \$450) monthly subscription (18 months)		X	X
Provide quarterly reports of key performance indicators (KPIs) and STR report, in addition to a combined report of contracted services including website, marketing/advertising, social media, PR and visitor fulfillment. Reports will also include a high-level dashboard to track progress against annual goals and previous year's results.		X	X
Attend Tourism Promotion Committee meetings in Wilsonville, 6 times per year (9 meetings included in this contract)		X	X
Travel allowance for in-person meetings		X	X
SUBTOTAL	\$32,400	\$10,483	\$21,917

COLLATERAL, PRINTING AND SHIPPING/DISTRIBUTION SERVICES: \$38,025

Deliverables	Budget	FY 2019-20	FY 2020-21
		Jan-June 2020	July 20-June 21
		Phase 1	Phase 2
Develop Wilsonville Visitor Guide with simple locator map, based off Google Maps. Includes tri-fold brochure design format to fit Certified Folder racks and copywriting. May launch new design in April.		X	X
<i>Printing allowance (digital print, full-bleed, trimmed, folded, includes proof) of up to 80,000 copies (approximately 20,000 additional print-run to finish out FY19-20 and 60,000 copies for FY20-21 – TBD based on inventory analysis); includes digital PDF, downloadable from website (*may use contingency to increase printing budget based on existing inventory)</i>		X	X
Certified Folder brochure distribution allowance		X	X
<i>Continue distribution pre secured through March 2020 at all (8) State Welcome Centers (includes Portland International Airport) + (6) Rest Stops: Multnomah Falls, French Prairie South Bound, French Prairie North Bound, Santiam, Oak Grove, Mt. Hood + (227) Portland Super Cities + poster-sized display at I-5 French Prairie North Bound per Oregon Travel Information Council (OTIC). Will evaluate distribution and recommend locations for distribution beginning April 2019-June 2021.</i>			
Wilsonville Chamber of Commerce brochure distribution		X	
<i>Continue distribution with Chamber through June 2020 at local kiosk locations: Holiday Inn, Motel 6, LaQuinta, Quality Inn, SnoozInn, GuestHouse, City Hall, Library, Police, Clackamas Community College, Family Fun Center, Oregon Tech, Pioneer Pacific College, Fir Point Farms, Pheasant Ridge RV, Butteville Store, Aurora Airport. Will evaluate distribution and provide recommendation for FY20-21 to avoid duplication efforts of Certified Folders</i>			
Postage allowance for visitor center fulfillment by Parks and Recreation staff		X	X
Freight and shipping to Certified Folder and other distribution outlets as contracted		X	X
SUBTOTAL	\$38,025	\$14,396	\$23,629

TOURISM DEVELOPMENT SERVICES: \$8,400

Deliverables	Budget	FY 2019-20	FY 2020-21
		Jan-June 2020	July 20-June 21
		Phase 1	Phase 2
Create and strengthen partnerships and relationships with leading DMOs and partner organizations for the creation of tourism products and packages (start with collaboration email, every other month). Review regional tourism opportunities and apply for grants as available.		X	X
Collaborate* with managers of local-area attractions, events and visitor/tourism services to produce/package new options that encourage overnight lodging during shoulder season <i>*network/collaborate after Tourism Promotion Committee meetings to save on costs when appropriate, setting up in-person meetings with regional tourism partners</i>		X	X
Promote and market new or improved tourism products/packages as a result of co-op tourism development efforts <i>*promotion budget included in marketing services</i>		X	X
Attend ODA Annual Conference in Sunriver to strengthen industry relationships (January 21-23, 2020) and again in January 2021		X	X
SUBTOTAL	\$8,400	\$3,075	\$5,325

EXPLORE WILSONVILLE SCOPE OF WORK TOTAL BUDGET

FY 2019-20, Jan 1, 2020-Jun 30 2020; FY 2020-21, Jul 1 2020-Jun 30, 20201

	FY 2019-20	FY 2020-21
	Jan-June 2020	July 20-June 21
	Phase 1	Phase 2
TOTAL	\$295,575	
Contingency Fund	\$4,425	
TOTAL BUDGET	\$300,000	
	\$98,186	\$197,389
	\$1,814	\$2,611
	\$100,000	\$200,000

BILLABLE RATES

Additional work performed outside this scope of work will be billed at a blended rate of \$175 per hour.

JayRay Hourly Rate Schedule by Service

- Production Design: \$150
- Creative Direction/Graphic Design (Designer): \$175
- Web Design/Development: \$150
- Project Management: \$175
- Copywriting (social media, marketing, PR): \$175
- Strategy: \$200
- Videography: \$165 or \$1,500 day rate
- Photography: \$150

ROUNDS OF REVISION

All work includes one round of major revision, or two rounds of minor revisions to stay within budgeted hours.

ADDITIONAL EXPENSES

If appropriate, other expenses are billed at the current U.S. General Services Administration Per Diem Rates for Oregon or other appropriate location for Lodging and Meals & Incidentals.

Scope of Work, Draft Work Plan

TOURISM PROMOTION AND DEVELOPMENT AND DESTINATION MARKETING SERVICES

FY 2019-20: Jan 1, 2020-Jun 30, 2020; FY 2020-21: Jul 1, 2020-Jun 30, 2021

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MARKETING SERVICES	FY 2019-20: Jan 1, 2020-Jun 30, 2020					
Deliverables	JAN	FEB	MAR	APR	MAY	JUN
Media buying and co-ops	Media Buying		Off-Season Campaign			
Art and creative direction , including concepting		x				
Ad design (for print and digital)		x				
Copywriting (for print and digital ads, marketing collateral)		x				
Production		x				
Advertising/media buys	(TBD based on media buy plan)					
Email marketing campaign		x		x		x
Develop FY2020-21 Tourism Promotion and Development and Destination Marketing Plan			x			

WEBSITE SERVICES	FY 2019-20: Jan 1, 2020-Jun 30, 2020					
Deliverables	JAN	FEB	MAR	APR	MAY	JUN
Website maintenance and hosting (includes domain name and security/plugin renewals)	Ongoing					
Develop campaign landing page		x				
Optimize website		x				
Website content strategy	x					
Website content maintenance and listings	Ongoing					
Content website development (seasonal hero banners, homepage copy, images, maps...)	Ongoing					
SEO strategy and quarterly reports	x		Report			Report

FY 2019-20: Jan 1, 2020-Jun 30, 2020; FY 2020-21: Jul 1, 2020-Jun 30, 2021

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SOCIAL MEDIA SERVICES	FY 2019-20: Jan 1, 2020-Jun 30, 2020					
Deliverables	JAN	FEB	MAR	APR	MAY	JUN
Develop social media strategy and master editorial calendar (FB, Instagram, Pinterest)	x					
Write and produce social content (copy and images) 3-5 times per week	Ongoing					
Community management and engagement	Ongoing					
PUBLIC RELATIONS SERVICES	FY 2019-20: Jan 1, 2020-Jun 30, 2020					
Deliverables	JAN	FEB	MAR	APR	MAY	JUN
Develop PR plan and pitch media	PR Plan	Pitching				
Monitor/respond to HARO	Ongoing					
Develop media lists and follow up	Lists			Follow up		
Monitor media coverage using Cision	Ongoing					
Travel & Words: Northwest Travel & Lifestyle Writers Conference (Bend, OR)					x	
Micro influencer/travel blogger campaign (3)						
PHOTOGRAPHIC AND VIDEO SERVICES	FY 2019-20: Jan 1, 2020-Jun 30, 2020					
Deliverables	JAN	FEB	MAR	APR	MAY	JUN
Photography or videography plan	Eval		Plan			
Plan shoots					Shoots (TBD)	
MANAGEMENT SERVICES	FY 2019-20: Jan 1, 2020-Jun 30, 2020					
Deliverables	JAN	FEB	MAR	APR	MAY	JUN
Management of the overall tourism-promotion and destination marketing program	Ongoing					
Developing and operating procedures/systems	Ongoing					
Renew memberships to Travel Portland and Oregon Destination Association						
Software and database subscriptions (monthly STR for Wilsonville and Troutdale; ISSUU)	Ongoing					
Provide quarterly reports KPIs and STR report (exact dates TBD)			x			x
Attend Tourism Promotion Committee meetings in Wilsonville	TBD based on dates and agreement					

FY 2019-20: Jan 1, 2020-Jun 30, 2020; FY 2020-21: Jul 1, 2020-Jun 30, 2021

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COLLATERAL, PRINTING AND SHIPPING/DISTRIBUTION SERVICES	FY 2019-20: Jan 1, 2020-Jun 30, 2020					
Deliverables	JAN	FEB	MAR	APR	MAY	JUN
Develop Wilsonville Visitor Guide with simple locator map	Plan	Develop new brochure/VG		Digital launch		
Print visitor guide brochure	Print additional copies of existing brochure if needed					
Certified Folder brochure distribution <i>Continue distribution pre secured through March 2020 at all (8) State Welcome Centers (includes Portland International Airport) + (6) Rest Stops: Multnomah Falls, French Prairie South Bound, French Prairie North Bound, Santiam, Oak Grove, Mt. Hood + (227) Portland Super Cities + poster-sized display at I-5 French Prairie North Bound per Oregon Travel Information Council (OTIC). Will evaluate distribution and recommend locations for distribution beginning April 2019-June 2021.</i>		x		TBD based on distribution evaluation		
Wilsonville Chamber of Commerce brochure distribution			x			
Freight and shipping (Certified Folder/other distribution outlets)	TBD based on dates and agreement					
TOURISM DEVELOPMENT SERVICES	FY 2019-20: Jan 1, 2020-Jun 30, 2020					
Deliverables	JAN	FEB	MAR	APR	MAY	JUN
Create and strengthen tourism partnerships and relationships. Review regional tourism opportunities and apply for grants as available	Ongoing / TBD					
Collaborate to produce/package new options that encourage overnight lodging during shoulder season	Ongoing / TBD					
Promote and market new/improved tourism products/packages	Ongoing / TBD					
ODA Annual Conference	1/21-1/23					

Scope of Work, Draft Work Plan
TOURISM PROMOTION AND DEVELOPMENT AND DESTINATION MARKETING SERVICES

FY 2019-20: Jan 1, 2020-Jun 30, 2020; FY 2020-21: Jul 1, 2020-Jun 30, 2021

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MARKETING SERVICES	FY 2020-21: Jul 1, 2020-Jun 30, 2021												
	DELIVERABLES	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Media buying and co-ops	Media Buys			Off-Season Campaign				Media Buys	Off-Season Campaign				
Art and creative direction, including concepting		x						x					
Ad design (for print and digital)		x						x					
Copywriting (for print and digital ads, marketing collateral)		x						x					
Production		x						x					
Advertising/media buys	(TBD based on media buy plan)												
Email marketing campaign		x		x		x		x		x		x	
Develop FY2020-21 Tourism Promotion and Development and Destination Marketing Plan										x			

WEBSITE SERVICES	FY 2020-21: Jul 1, 2020-Jun 30, 2021												
	DELIVERABLES	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Website maintenance and hosting (includes domain name and security/plugin renewals)	Ongoing												
Develop campaign landing page		x											
Optimize website													
Website content strategy													
Website content maintenance and listings	Ongoing												
Content website development (seasonal hero banners, homepage copy, images, maps...)	Ongoing												
SEO strategy and quarterly reports		x		Report			Report			Report			Report

SOCIAL MEDIA SERVICES	FY 2020-21: Jul 1, 2020-Jun 30, 2021												
	DELIVERABLES	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Develop social media strategy and master editorial calendar (FB, Instagram, Pinterest)		x											
Write and produce social content (copy and images) 3-5 times per week	Ongoing												
Community management and engagement	Ongoing												

FY 2019-20: Jan 1, 2020-Jun 30, 2020; FY 2020-21: Jul 1, 2020-Jun 30, 2021

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PUBLIC RELATIONS SERVICES	FY 2020-21: Jul 1, 2020-Jun 30, 2021											
Deliverables	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Develop PR plan and pitch media	Plan	Pitching						Pitching				
Monitor/respond to HARO	Ongoing											
Develop media lists and follow up	Lists				Follow up						Follow up	
Monitor media coverage using Cision	Ongoing											
Travel & Words: Northwest Travel & Lifestyle Writers Conference (Bend, OR)												
Micro influencer/travel blogger campaign (3)	Plan	Pitching	Trip	Trip				Trip				
PHOTOGRAPHIC AND VIDEO SERVICES	FY 2020-21: Jul 1, 2020-Jun 30, 2021											
Deliverables	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Photography or videography plan	Plan											
Plan shoots		Shoots (TBD)										
MANAGEMENT SERVICES	FY 2020-21: Jul 1, 2020-Jun 30, 2021											
Deliverables	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Management of the overall tourism-promotion and destination marketing program	Ongoing											
Developing and operating procedures/systems	Ongoing											
Renew memberships to Travel Portland and Oregon Destination Association	TBD based on renewal dates											
Software and database subscriptions (monthly STR for Wilsonville and Troutdale; ISSUU)	Ongoing											
Provide quarterly reports KPIs and STR report (exact dates TBD)			x			x			x			x
Attend Tourism Promotion Committee meetings in Wilsonville	TBD based on dates and agreement											

COLLATERAL, PRINTING AND SHIPPING/DISTRIBUTION SERVICES	FY 2020-21: Jul 1, 2020-Jun 30, 2021											
Deliverables	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Develop Wilsonville Visitor Guide with simple locator map												
Print visitor guide brochure	Print new VG brochure											
Certified Folder brochure distribution <i>Will evaluate distribution and recommend locations for distribution beginning April 2019-June 2021.</i>	TBD based on distribution evaluation											
Wilsonville Chamber of Commerce brochure distribution	TBD based on distribution evaluation											
Freight and shipping (Certified Folder/other distribution outlets)	TBD based on dates and agreement											
TOURISM DEVELOPMENT SERVICES	FY 2020-21: Jul 1, 2020-Jun 30, 2021											
Deliverables	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Create and strengthen tourism partnerships and relationships. Review regional tourism opportunities and apply for grants as available	Ongoing / TBD											
Collaborate to produce/package new options that encourage overnight lodging during shoulder season	Ongoing / TBD											
Promote and market new/improved tourism products/packages	Ongoing / TBD											
ODA Annual Conference							x (TBD)					



EXPLORE WILSONVILLE

TOURISM PROMOTION AND DEVELOPMENT
AND DESTINATION MARKETING SERVICES

SEPTEMBER 30, 2019

JAYRAY A PLACE TO THINK
Branding | Advertising | Strategic Communications

INSIDE

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Your JayRay Team	9
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Work Plan	20
Cost Estimate	31
Work Samples	40

Dear Explore Wilsonville decision-makers:

We're uniquely qualified to partner with you to provide services that attract visitors during your shoulder seasons. Here's why:

We're Inspired by Oregon

It's where we weekend, and where some of us grew up. We have an intimate familiarity with Oregon—one that comes from time spent driving its roads, visiting its towns and exploring its lush valleys. From 'Seven Wonders' to 'Oregon, Only Slightly Exaggerated'—our heartstrings have been tugged. We're able to see Wilsonville through the eye of the visitor, from just 2.5 hours away.

We've Got Tourism Chops

Our partnerships have built awareness, engaged communities and increased visits. Our strategies have been successful for many:

- Shoulder-season campaigns and tourism sweepstakes for the Olympic Peninsula resulted in a 70 percent increase of website traffic (a first for non-summer months!)
- Food Trails product development paired with targeted PR outreach earned stories for Visit Kent on TV and out-of-state
- A 'decidedly different' brand for Experience Olympia & Beyond increased visitor spending by nearly 16 percent in its first year

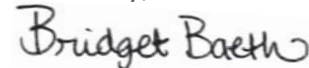
While tourism is core to what we do, it's not all that we do. We have a diverse roster of clients that allows us to bring fresh and experienced thinking to each brand we partner with. We do not fall into the cookie cutter traps that agencies that solely focus on tourism can be prone to.

We Bring an Integrated Strategy

You have the fundamentals—a new website and a fresh brand identity. Now is the time to level up. We'll create a unified message for visitors across all aspects of your marketing and communication channels to highlight the benefit of visiting during non-summer months. Collaboration with regional partners to package and deliver new tourism experiences is key. Let's get people to make Wilsonville their basecamp for Oregon dreaming.

Thank you for considering our proposal. We're excited to get started!

Sincerely,



Bridget Baeth | JAYRAY | Principal

TOURISM EXPERIENCE, BACKED WITH DATA

Let's position Wilsonville as a basecamp for exploration:

*92% of Oregon travelers stated
"exploration" as primary
motivation for travel*

Let's collaborate with travel influencers on social media:

*74% of Oregon visitors use
social media for travel purposes*

Let's reveal hidden gems through new tourism packages/products:

*41% of Oregon travelers seek
off-the-beaten track places*

JAYRAY A PLACE TO THINK

PERSONALLY CONNECTED—*from Bridget Baeth, Principal*

I was born in Oregon and spent my childhood in Albany. Summers were spent visiting relatives in Sheridan, Tualatin, Sherwood, McMinnville, Portland and all along the coast. Today, I take trips to visit my grandfather in Canby. Oregon holds a special place in my heart. There are many treasures that match what visitors are looking for. And Wilsonville is in the heart of it all. Spending the night means access to artisanal food and wine and expansive parks. Sweeping farmlands and urban nightlife are both within reach.

I believe what makes a place a great place to live, also makes it a great place to visit. My tourism career began at Travel Tacoma + Pierce County, as the Director of Marketing and Communications. With 12 years of destination marketing experience I bring in-house DMO knowledge and agency prowess. I also serve on the Board of Directors for Washington State Tourism.

I travel for fun, as much as I can. And, I'm happy to share that I'll be traveling to Oregon even more, as JayRay is now working with Astoria Parks & Recreation!

ABOUT JAYRAY

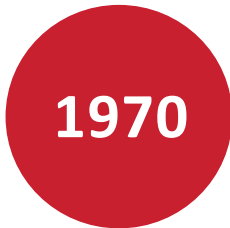


JAYRAY OVERVIEW

CREATIVE MARKETING + STRATEGIC COMMUNICATIONS

JayRay | 535 Dock Street | Suite 205
Tacoma, Washington 98406

TOURISM | PARKS & RECREATION | GOVERNMENT | NONPROFIT ORGANIZATIONS | BUSINESS



WE WERE
FOUNDED
IN 1970



OUR OFFICE IS
IN TACOMA, WA
(2.5 HOURS FROM
WILSONVILLE)



WE BELIEVE IN
CREATIVITY WITH
A PURPOSE
AND A PLAN



CLIENTS ARE
OUR PARTNERS

WE'RE A FULL-SERVICE AGENCY



**ADVERTISING
& MARKETING**



BRANDING



**STRATEGIC
COMMUNICATIONS**



**PUBLIC & MEDIA
RELATIONS**



**GRAPHIC
DESIGN**



**WEB
DEVELOPMENT
& DIGITAL**

SERVICES PROVIDED

- Destination marketing strategy and planning
- Media strategy, planning and buying
- Email marketing
- Brand development
- Target audience
- Persona development
- Messaging
- Positioning

SERVICES PROVIDED

- Media pitching and hosting
- Blogger and media relations
- Public affairs
- Issue management
- Internal communications
- Communication strategy
- Content strategy and creation
- Research and planning
- Promotions and events
- Launch strategy

SERVICES PROVIDED

- Art direction and graphic design
- Collateral development (print and digital)
- Video storytelling
- Photography
- Website design and development
- Website maintenance and support
- Search engine marketing
- Social media strategy and channel management

TOURISM, PARKS & GOVERNMENT CLIENTS



ASTORIA PARKS & RECREATION
CITY OF FIFE
CITY OF TACOMA
EXPERIENCE OLYMPIA & BEYOND
FIFE PARKS & RECREATION
KITTITAS COUNTY CHAMBER OF
COMMERCE (ELLENSBURG
TOURISM)
LEMAY—AMERICA’S CAR MUSEUM
METRO PARKS TACOMA
MUSEUM OF GLASS
NORTHWEST SEAPORT ALLIANCE
OLYMPIC PENINSULA VISITOR
BUREAU
PIERCE COUNTY ECONOMIC
DEVELOPMENT BOARD

PIERCE COUNTY PARKS AND
RECREATION
PIERCE COUNTY PUBLIC WORKS
PORT OF TACOMA
SOUTH SOUND CRAFT CRAWL
SOUTH SOUND TOGETHER
TACOMA PIERCE COUNTY
CHAMBER
TACOMA SOUTH SOUND SPORTS
COMMISSION
TRAVEL TACOMA + PIERCE COUNTY
UNIVERSITY OF WASHINGTON,
TACOMA
VISIT KENT
WASHINGTON STATE FAIR

YOUR JAYRAY TEAM



BRIDGET BAETH



Senior Advisor
and Principal

Visual communicator. Tourism pro. Merging art and words. That best describes Bridget’s game. From messaging to market research, her approach is always creative and her solutions are ever integrated. Bridget knows what it takes to build brands that connect with communities. She believes in the power of storytelling and helps organizations articulate their narratives to form deeper connections with people.

For more than five years she was the force behind marketing and PR campaigns that helped put Tacoma and Pierce County on the map. Bridget recently led the strategic marketing plan for Visit Kent and the rebrand of Experience Olympia & Beyond.

Bridget is always in the mood for a good road trip, especially if it involves going somewhere she hasn’t been. She serves on the Board of Directors for Washington Tourism Alliance and is a member of the PRSA Travel & Tourism sector.

PROJECT ROLE

STRATEGIC LEAD, PROJECT MANAGER

EXPERIENCE



Travel Tacoma + Pierce County,
Director of Marketing and
Communications (2008-2013)



Tourism expert with knowledge of
DMOs, including creating
destination marketing plans,
research, destination branding, PR
and influencer campaigns



Leads strategy for tourism clients:
Travel Tacoma, Visit Kent, Tacoma
South Sound Sports Commission,
Olympic Peninsula Visitor Bureau,
Astoria Parks & Recreation

RYAN MILLARD



Advisor

If he were a cocktail, Ryan would be one part creative thinker, one part problem solver, one part relationship builder, garnished with a smile.

His motto is simple: Embrace challenge and relish opportunity. Ryan's strategic thinking, hard-working nature and no-nonsense attitude allows him to quickly develop clients' trust.

Prior to joining JayRay, he successfully led campaigns for brands including Microsoft, Dell and McDonald's. Equally comfortable in-house, Ryan has led strategic development and executed marketing campaigns in the hospitality and sports industries.

When not doing great work for our clients, Ryan can be found spending time outside with his family, taking in a baseball or football game, and (trying to) keep up with the family dogs, Lulu and Dash.

PROJECT ROLE

PUBLIC RELATIONS SPECIALIST

EXPERIENCE

- ✓ OKI Golf, Marketing and Communication Manager (2014-2017)
- ✓ Recent tourism projects include Visit Kent PR and Tacoma South Sound Sports Commission website strategy and management
- ✓ Project manager for Astoria Parks & Recreation

JAY HEMBER



Senior Art Director

Passion for design, Midwest authenticity and keen strategic insight—in equal measure. That’s Jay at work. He’s as comfortable creating with Legos as managing corporate identity for a global corporation. He earned his chops in-house, providing creative leadership for multi-channel advertising, brand development, social media campaigns, environmental graphics and conference materials. Fascinated by the beauty of words, he believes the English language has 26 letters that are all pieces of art.

Never far from the creative process, Jay spends his free time volunteering, repurposing objects and exploring with his wife and two children.

Jay earned his bachelor’s degree in fine arts and visual communication from the University of Kansas

PROJECT ROLE

CREATIVE STRATEGIST | LEAD DESIGNER

EXPERIENCE

- ✓ Russell Investments, Associate Creative Director (1997-2014)
- ✓ Expansive design portfolio including recently launched brand identities for Wesley, Symphony Tacoma, South Sound Proud, Experience Olympia, Tacoma South Sound Sports Commission
- ✓ Award-winning creative strategy

JULIA WHITE



Graphic Designer

Julia's artistic pursuits take her from stage to screen. Computer screen, that is. She designs with creativity that's influenced by her experience in modern dance. Her diverse portfolio includes whimsical packaging, bus design, van wraps, hardworking collateral, watercolors and graphic novel-style illustrations. And it's all infused with a layer of psychology and strategy from her studies of the user experience.

Art fills her free time, too—painting, illustrating a zodiac poster series and providing graphic design services for a local nonprofit theater.

Julia earned her bachelor's degree in design from Western Washington University. She is a member of the American Institute of Graphic Arts.

PROJECT ROLE

GRAPHIC DESIGNER

EXPERIENCE

- ✓ Allsop Inc, Junior Graphic Designer (2016-2017)
- ✓ Custom illustrated City of Fife visitor maps, brochures, vehicle wraps and tourism Snapchat filters
- ✓ Web design for Olympic Peninsula Tourism Commission and The Road Trip is Back campaign ads and graphics

GENNY BOOTS



Assistant
Advisor

Optimistic and resourceful, Genny brings a dose of “can do” to every project. She has helped organize client photoshoots and refreshed her coding skills on website launch deadline. Genny’s tour guide enthusiasm adds authenticity to our work with travel and tourism clients.

She honed her versatile writing ability as a daily newspaper intern, social media manager for a Prague nonprofit and general manager of her college’s TV station.

Genny has a bachelor’s degree in media, mass communication and journalism from Pacific Lutheran University. She’s a foodie, hiker and Ultimate Frisbee player. (Ask her about PLU’s national ranking.)

PROJECT ROLE

DIGITAL CONTENT & SOCIAL MEDIA

EXPERIENCE

- ✓ Staff Writer, Pacific Lutheran University Marketing and Communications (2016-2018)
- ✓ Social media and content manager for Tacoma South Sound Sports Commission and Astoria Parks & Recreation
- ✓ Led research analysis and reporting for the South Sound YMCA and TAPCO Credit Union

ALLISON MATTSON



Assistant
Advisor

As a schoolgirl, Allison's nose was always in a book. Today she's the one telling stories. She creates marketing content that turns the page and earns engagement across platforms—social media, email, websites, blogs and news releases.

After hours Allison advocates for the right of women to education as volunteer chief marketing officer with Style Her Empowered, a nonprofit that provides girls in Togo, Africa, with skills training, mentoring and tuition assistance.

An Idaho native, Allison eagerly explores Tacoma's landmarks between coffee stops. She enjoys traveling with her husband and trying her hand at mindfulness coloring books—or filling her planner with alarming enthusiasm.

PROJECT ROLE

MARKETING ASSISTANT

EXPERIENCE

- ✓ Meter Group, Marketing Intern (2016-2017)
- ✓ Manages website marketing for Visit Kent, including events calendar, business listings and Google Analytics
- ✓ Coordinates digital tourism campaigns, including Olympic Peninsula's The Road Trip is Back and Visit Kent Food Trails influencer trips. Provides monthly PR and marketing reports for Visit Kent, Olympic Peninsula and Travel Tacoma

JEROMY CONDON



Web Developer

You know you've mastered a skill when you can teach it to others. As the 2015 Instructor of the Year at Clover Park Technical College, Jeromy's developer skills are truly masterful. From small business to big brand websites, he is a full-stack developer with an eye for front-end design. With Jeromy you get a beautiful, functional and easy-to-use website.

When not buried in a computer, Jeromy enjoys watching football with his family and spending time hiking through Enumclaw with his dog.

PROJECT ROLE

WEB DEVELOPER

EXPERIENCE

- ✓ Full stack WordPress developer, with specialties in HTML5, CSS, JavaScript, UX Design, PHP, AJAX and MVC
- ✓ Developed South Sound Proud website and refresh of the Olympic Peninsula Tourism Commission site
- ✓ 2015 Faculty of the Year from Clover Park Technical College

INTEGRATED CREATIVE PARTNERSHIPS

Authentic, engaging creative is essential to inspire travel. We will partner with our highly trusted partners to capture vibrant photography and powerful video. These sub-contractors are an extension of our team, honoring the JayRay commitment to accountability and quality.

Photography Partner

Darren Zemanek | Darren Zemanek Photography



Darren sees the world through his photographer's lens, and a global perspective shaped from his time studying abroad in Cadiz. He has over eight years experience capturing stunning photos and putting clients at ease with his laid-back personality.

DarrenZemanek.com | Seattle, WA

EXPERIENCE

- ✓ John Howie Restaurants, Digital Media Director (2016-2019)
- ✓ Former clients include Novelty Hill Winery, Visit Kent, Premiere Media Group

JAYRAY A PLACE TO THINK

Video Filming + Production Partner

Ryan Speier | Milkman Media



Milkman Media is a video and media production team re-imagining business and the way stories are told through video. Ryan is an experienced photographer and storyteller with an eye for catching the light—and the story.

Milkman-Media.com | Tacoma, WA

EXPERIENCE

- ✓ Triniti Media, Digital Producer and Editor (2008-2014)
- ✓ Former clients include Carol Milgard Breast Center, Safe Streets, United Way of Pierce County

EXPLORE WILSONVILLE 17

INTEGRATED CREATIVE PARTNERSHIPS

Media Buyer + Google Adwords

Michelle Strom | Strom Media



Since 1992, Michelle Strom has helped brands grow via strategic marketing. She serves clients in diverse categories including tourism, travel, healthcare and transit. With over 25 years of experience, Michelle is a trusted media advisor to her clients and partners.

StromMedia.com | Puyallup, WA

EXPERIENCE

- ✓ 25+ years of media buying, planning and strategy
- ✓ Clients include Puyallup Main Street Association, Kent Station, Intercity Transit, Smith Brothers Farms, Watsons Greenhouse & Nursery, Puyallup Sumner Chamber of Commerce, Tacoma City Ballet, Sunrise Village

CLIENT REFERENCES

Marsha Massey

Executive Director

Olympic Peninsula Visitor Bureau &
Olympic Peninsula Tourism Commission

director@olympicpeninsula.org

360.452.8552

Dean Burke

President & CEO

Travel Tacoma + Pierce County

Executive Director

Tacoma South Sound Sports Commission

dean@traveltacoma.com

253.627.2836

Michelle Wilmot

Economic & Community
Development Manager

Visit Kent

mwilmot@KentWA.gov

253.856.5709





WORK PLAN



GOALS & OBJECTIVES

GOAL: Visitors choose to stay in Wilsonville, making it their travel basecamp to explore the greater region—from the Portland metro market to the Willamette Valley.

KEY OBJECTIVES:

	Increase overnight lodging occupancy during the non-summer, shoulder-season months (October-May)
	Leverage regional attractions and events to extend overnight stays 1-hour drive = 4 hours of activity 2-hour drive = 8-hours of activity
	Increase repeat visits throughout the year
	Influence development of the destination and its brand by creating strategic partnerships

For every one hour traveled, visitors need 4 hours of activity

WE KNOW YOUR AUDIENCE

Motivation:

- Budget-friendly travelers, searching for affordable overnight accommodations
- Travelers visiting friends and relatives
- In Wilsonville for a business trip

Interests and Activities:

- Special events, leisure and sightseeing
- City and state parks, dining and shopping

Target Audience:

- Families
- Business Travelers
- Those who've visited in summer (get them to return in winter)
- Age range: 35-64

Opportunity:

- Extend targeting beyond Portland Metro, Eugene and Bend to I-5 corridor of Oregon and Washington

JAYRAY A PLACE TO THINK



YOUR VISITOR'S PATH

REACHING WILSONVILLE'S TARGET AUDIENCE DURING EACH STAGE OF THE TRAVEL JOURNEY

Destination marketing is about reaching the right person with the right message, at the right time



DREAMING

Awareness

Inspire people to travel; drive brand consideration



PLANNING

Engagement

Make it easy to take action on any device or channel



BOOKING

Conversion

Provide benefits and incentives to get them to book



EXPERIENCING

Loyalty

Create an exceptional experience they'll share with others

PRIORITIES

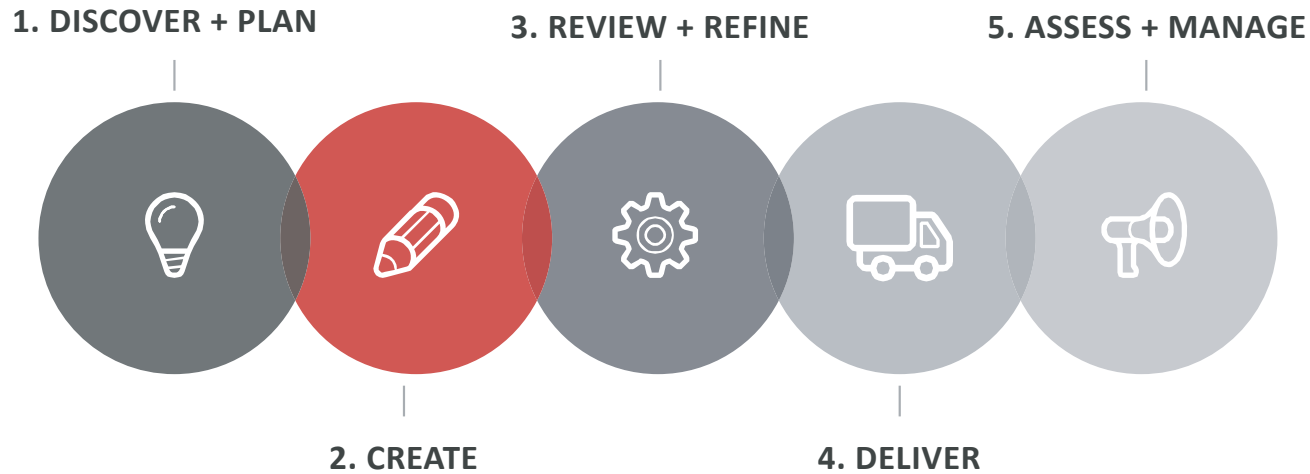
We've rolled up our sleeves, and dug in. But of course we'll want to confirm that these are the right priorities during our kick-off meeting.

- 1 TACKLE THE SHOULDER SEASON**
Promote the benefits of staying in Wilsonville during shoulder season through a balance of digital and print advertising.
- 2 DRIVE WEBSITE TRAFFIC**
Drive traffic to ExploreWilsonville.com through inspiring and informational marketing collateral.
- 3 POSITION AS A BASECAMP**
Make Wilsonville's position as the basecamp for the greater Portland region and Willamette Valley more prominent on the homepage of ExploreWilsonville.com.
- 4 OPTIMIZE FOR MOBILE**
Continue to optimize the website for mobile to increase repeat visits and lower the bounce rate.

- 5 INCREASE PR EFFORTS**
Gain earned media coverage through a robust PR approach, pitching traditional media outlets, as well as travel bloggers/influencers, both online and in-person.
- 6 SHARE MORE STORIES ON SOCIAL**
Consistently craft authentic and engaging social media content (organic and paid).
- 7 COLLABORATE TO GROW**
Build stronger relationships with DMOs and partner organizations.
- 8 DEVELOP TOURISM OFFERINGS**
Develop tourism products and packages with regional partners.
- 9 ENGAGE LOCALS**
Turn local residents into brand evangelists to increase word-of-mouth referrals.

OVERALL APPROACH

DELIVERING DESTINATION MARKETING, TOURISM DEVELOPMENT & PROMOTION SERVICES



Explore Wilsonville has a new brand that will guide everything we do. We believe as your partner, our most important role is to help you differentiate Wilsonville from other destinations, making it easy for visitors to choose you. Doing this requires knowledge, talent, problem solving and a lot of collaboration.

How do we get there? Each service we provide goes through our five-phased approach, from discovery to management. And it doesn't stop there. We'll continue to assess performance and adjust as necessary to increase results along the way.

ALWAYS INTEGRATED

OUR APPROACH IS STRATEGIC AND INTEGRATED ACROSS ALL OF YOUR CHANNELS

For destination marketing to be successful, messaging must be:

1. Authentic:

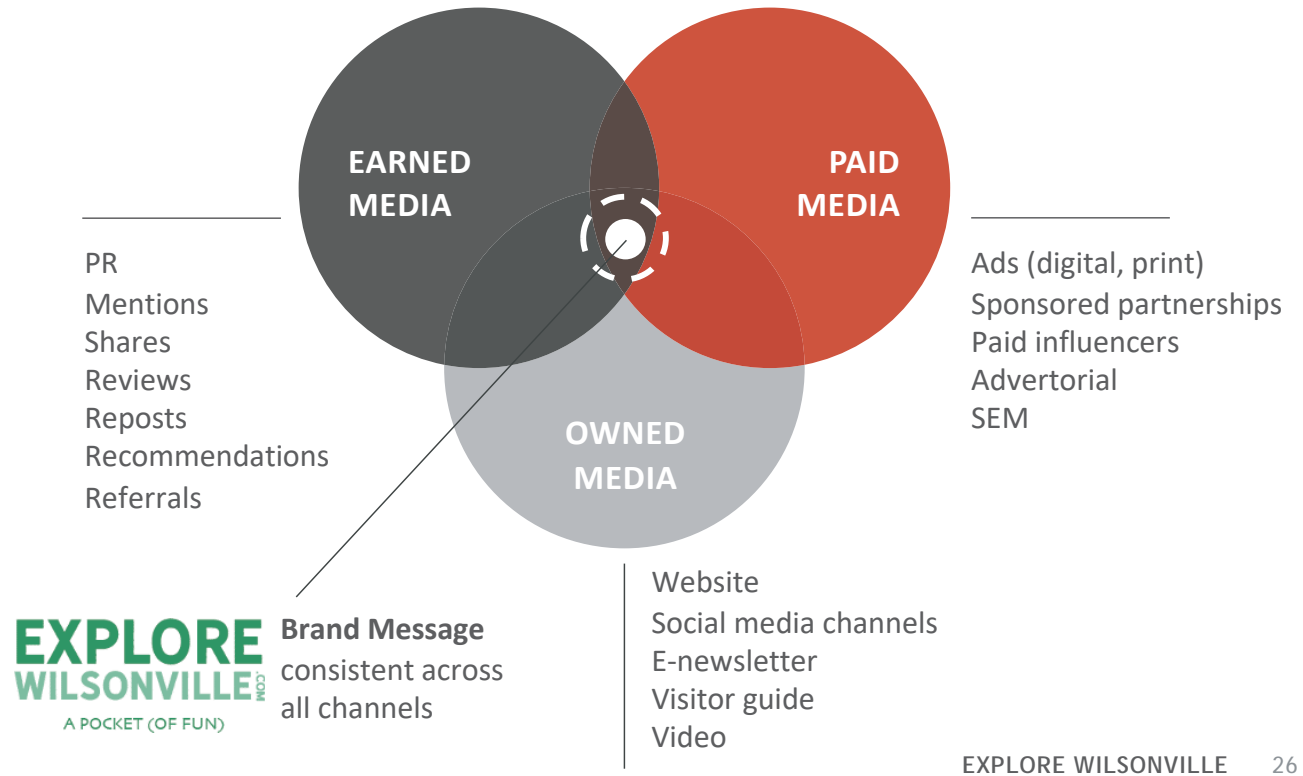
Share the true Wilsonville experience.

2. Relevant

Communicate the benefit— what your audience cares about.

3. Differentiating

Describe what makes Wilsonville memorable and unique.

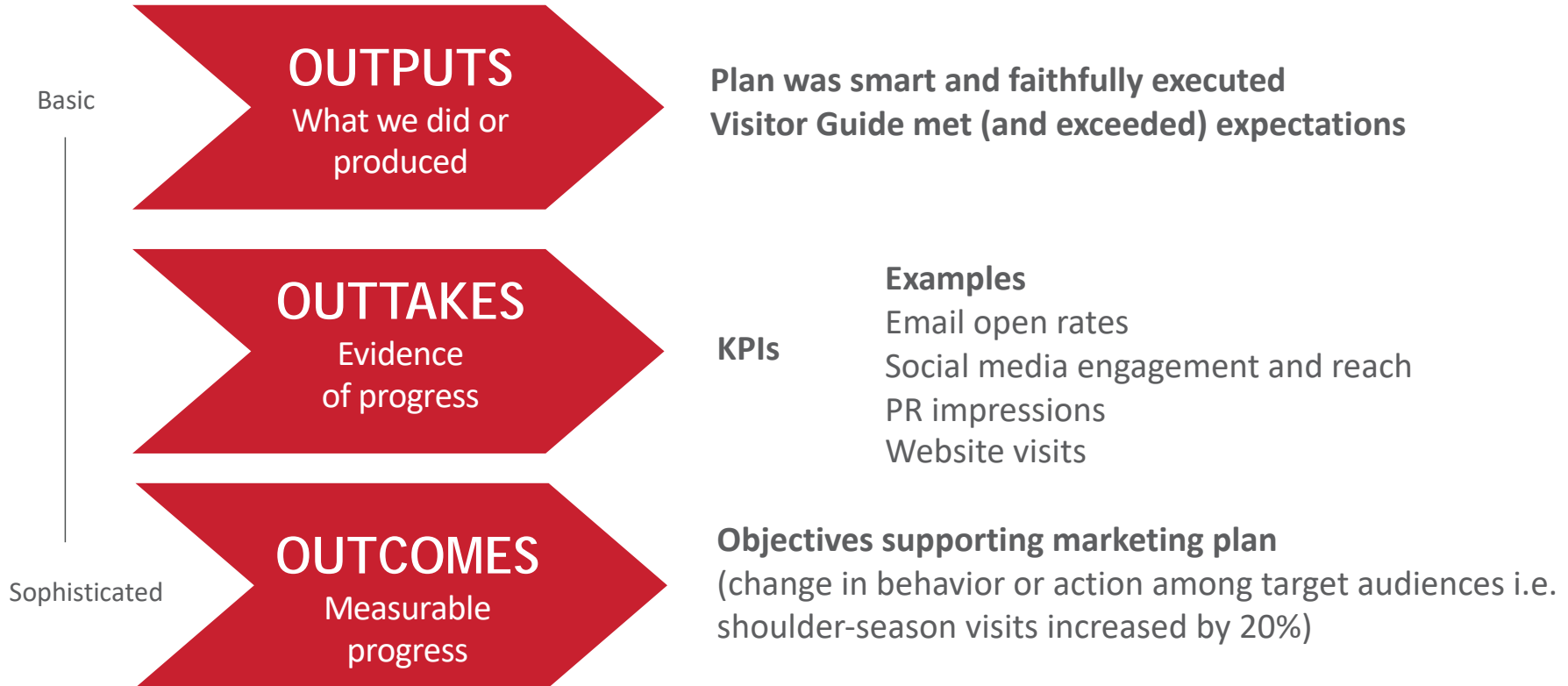


JAYRAY A PLACE TO THINK

EXPLORE WILSONVILLE 26

ALWAYS ACCOUNTABLE

OUR APPROACH INCLUDES A CONTINUOUS MEASUREMENT PLAN



SAMPLE WORK PLAN (YEAR 1)

SCOPE OF WORK	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
MARKETING SERVICES													
Ad campaigns, media buying, ad concepting, design, copywriting and production for the shoulder season	Media Buying	Off-Season Campaign								Off-Season Campaign			
Email marketing campaign (every other month)													
Develop 2020-2021 Annual One-Year (influenced by the Five-Year Action Plan)				Begin July 1									
WEBSITE SERVICES													
Annual website maintenance (hosting, renewals, security, etc.)	Ongoing												
Optimize website for increased mobile responsiveness													
Develop website content to highlight Wilsonville as an overnight basecamp on homepage													
Highlight events and new content focusing on seasonality, develop campaign landing page	Ongoing												

This is a sample high-level schedule based on our current understanding of the Explore Wilsonville RFP. A more detailed schedule will be developed after our kick-off meeting to accommodate needs and deadlines that we may not be aware of at this time

SAMPLE WORK PLAN (YEAR 1)

DETAILS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
SOCIAL MEDIA SERVICES												
Develop social strategy and master editorial calendar	█											
Write and produce social content, community management and reporting	Ongoing											
Lead and launch Instagram takeovers	█	█	█	█					█	█	█	█
PUBLIC RELATIONS SERVICES												
Develop PR plan	█											
Build media lists, media pitching, monitoring		█	█	█						█	█	█
Travel and Words Conference (Bend)					█							
Micro influencer/travel blogger campaign		Off-Season Campaign								Off-Season Campaign		
PHOTOGRAPHY AND VIDEO SERVICES												
Photo shoot (show seasonality)		█					█			█		
Video shoot							█		█	█		

SAMPLE WORK PLAN (YEAR 1)

DETAILS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
MANAGEMENT SERVICES												
Attend Tourism Promotion Committee meetings in Wilsonville (6 per year, will meet when you need us)	Kick off											
Provide quarterly reports on KPIs, STR report and combined report of contracted services (will have reports ready in time for your mtgs)												
Management of tourism promotion and DMO program	Ongoing											
COLLATERAL, PRINTING AND SHIPPING/DISTRIBUTION SERVICES												
Wilsonville Visitor Guide and Map				Launch July 1								
TOURISM DEVELOPMENT SERVICES												
Network with managers of local-area attractions, events and visitor/tourism services												
Oregon Governor's Conference on Tourism (Portland)												
Send tourism partner collaboration email												
Apply for Travel Oregon Small Grants (\$20k)												



COST ESTIMATE

SERVICE	SUBTOTAL
Marketing Services	\$105,000
Website Services	\$39,050
Social Media Services	\$42,300
Public Relations Services	\$37,400
Photographic and Video Services	\$13,000
Management Services	\$29,800
Collateral, Printing and Shipping/Distribution Services	\$20,800
Tourism Development Services	\$5,650
SUBTOTAL	\$293,000
Contingency Fund	\$7,000
TOTAL BUDGET	\$300,000

SERVICE	HOURLY RATE
Production Design	\$150
Creative Direction/ Graphic Design	\$175
Web Design/Development	\$150
Project Management	\$175
Copywriting (social media, marketing, PR)	\$175
Strategy	\$200
Videography	\$165 or \$1,500/day
Photography	\$150

All work includes one round of edits. Additional work performed outside this scope of work will be billed at a blended rate of \$175 per hour.

SCOPE OF WORK	DELIVERABLES	COST
MARKETING SERVICES	Media buying: identify advertising opportunities, negotiate favorable ad rates, identify insertion dates based on editorial calendar, define ad specs, oversee ad design and production, upload ads to publication. Work with partner organizations on co-op ad buys and other joint promotion efforts	
	Art and creative direction, including concepting	
	Ad design (for print and digital)	
	Copywriting (for print and digital ads, marketing collateral)	
	Production	
	Advertising allowance (consider a 75% digital, 25% print balance)	\$50,000
	Email marketing campaign (e-blasts during shoulder-season, non-summer months (9) includes content strategy, template development, list management, design and copywriting	
	Develop 2020-2021 Annual One-Year Implementation Plan, leveraging the Five-Year Action Plan	
	SUBTOTAL	\$105,000

SCOPE OF WORK	DELIVERABLES	COST
WEBSITE SERVICES	Annual maintenance including software/plug-in renewals, website hosting, domain renewal, SSL certificate renewals, security/hack alert scanning, and a technical support plan (necessary theme and plug-in updates, daily cloud backups, 24/7 uptime monitoring and website restored when down within an hour)	\$5,200
	Develop campaign landing page to track advertising, implement Facebook Pixels and UTMs	
	Optimize website for increased mobile responsiveness, shortening the homepage scroll	
	Develop website content strategy to highlight Wilsonville as an overnight basecamp on homepage; Highlight upcoming events and new content on homepage, focusing on seasonality and shoulder season promotions, ultimately bringing visitors back to the site; enhance Meet landing page and Press & Media landing page to include "why Wilsonville"	
	Provide ongoing content maintenance (attractions, lodging, calendar of events listings)	
	Content website development (seasonal hero banners, homepage copy, images, maps...)	
	Reporting of website traffic and related statistics *included in Management Services budget	
	Create and implement SEO strategy, including quarterly reports	
	SUBTOTAL	\$39,050

SCOPE OF WORK	DELIVERABLES	COST
SOCIAL MEDIA SERVICES	Develop social media strategy (includes an audit of existing channels). Craft a master editorial calendar to include a balance of original and curated content for off-season tourism promotion across Instagram, Facebook and Pinterest (at a glance we recommend focusing efforts on three channels, closing your Twitter account)	
	Write and produce social content (copy and images) 3-5 times per week for three social media channels following approved social media strategy and editorial calendar	
	Lead and launch Instagram takeovers (6) with partner organizations/tourism attractions during shoulder season to strengthen relationships and grow mutually beneficial followers	
	Community management and engagement (schedule and post content on three channels, find photos from followers to post, and grow followers)	
	Boosted post/ad allowance to increase social media reach/impressions and drive website traffic	\$3,600
	SUBTOTAL	\$42,300

SCOPE OF WORK	DELIVERABLES	COST
PUBLIC RELATIONS SERVICES	Develop PR plan to include 6 media themes/stories to promote shoulder-season travel with corresponding PR tactics including media pitches and press releases	
	Subscribe and respond to HARO (Help A Reporter Out) media opportunities (ongoing)	
	Develop media lists for 6 approved themes, conduct targeted PR outreach and provide media follow-up	
	Software subscription to robust Cision Media Database to provide monthly monitoring, media contact lists, distribution and reporting	\$1,000
	Attend Travel & Words: Northwest Travel & Lifestyle Writers Conference (May 2020 in Bend) to connect directly with travel writers and promote Wilsonville stories, includes advertising (also provides opportunity to network and strengthen partner/DMO relationships)	\$8,800
	Micro influencer/travel blogger campaign (bring four IG influencers with travel blogs, each tasked to promote a different Wilsonville Pocket Trip, during shoulder season). Includes influencer selection, contracts, itinerary building and hosting.	
	Media hosting allowance for FAMS and approved media visits	\$3,400
	SUBTOTAL	\$37,400

SCOPE OF WORK	DELIVERABLES	COST
PHOTOGRAPHIC AND VIDEO SERVICES	Arrange for new photography and videography of attractions and events as needed	
	Arrange for models and releases as needed (recruit locals/volunteers to save on budget)	
	Obtain full usage and rights renewals, if applicable	
SUBTOTAL		\$13,000

SCOPE OF WORK	DELIVERABLES	COST
MANAGEMENT SERVICES	Management of the overall tourism-promotion and destination marketing program	
	Developing and operating procedures/systems (fulfillment handled by City Parks and Recreation staff) to include printing, shipping and postage costs	
	Renew memberships to Travel Portland and Oregon Destination Association	\$1,500
	Software and database subscriptions (STR and ISSUU)	\$1,200
	Provide quarterly reports of key performance indicators and STR report, in addition to a combined report of contracted services including website, marketing/advertising, social media, PR and visitor fulfillment. Reports will include a dashboard to track progress	
	Attend Tourism Promotion Committee meetings in Wilsonville, 6 times per year (9 total)	
	Travel (mileage) allowance for in-person meetings	\$1,500
SUBTOTAL		\$29,800

SCOPE OF WORK	DELIVERABLES	COST
COLLATERAL, PRINTING AND SHIPPING DISTRIBUTION SERVICES	Develop "Wilsonville Visitor Guide and Map." Includes brochure design (standard size/more budget-friendly format to fit Certified racks), copywriting and printing on recycled stock of up to 5,000* boxed copies; includes digital PDF, downloadable from website (*may use contingency to increase printing budget based on existing inventory)	
	Certified Folder brochure distribution at sites* identified in RFP including Oregon Welcome Centers, Airport and Rest Stops (*will explore additional distribution strategy up I-5 Corridor with Tourism Promotion Committee)	\$6,000
	Wilsonville Chamber of Commerce brochure distribution throughout local kiosks as identified in RFP	
	Postage allowance for visitor center fulfillment by Parks and Recreation staff	\$1,500
	Freight and shipping to Certified Folder and other distribution outlets as contracted	\$500
	SUBTOTAL	\$20,800

SCOPE OF WORK	DELIVERABLES	COST
<p>TOURISM DEVELOPMENT SERVICES</p>	<p>Create and strengthen partnerships and relationships with leading DMOs and partner organizations for the creation of tourism products and packages (start with collaboration email, every other month)</p>	
	<p>Network* with managers of local-area attractions, events and visitor/tourism services to produce/package new options that encourage overnight lodging during shoulder season *network after Tourism Promotion Committee meetings to save on costs when appropriate</p>	
	<p>Promote and market new or improved tourism products/packages as a result of tourism development efforts *promotion budget included in Marketing Services Budget</p>	
	<p>Attend Oregon Governor's Conference on Tourism in Portland to strengthen industry relationships (April 11-13, 2021)</p>	<p>\$2,950</p>
	<p>SUBTOTAL</p>	<p>\$5,650</p>

WORK SAMPLES

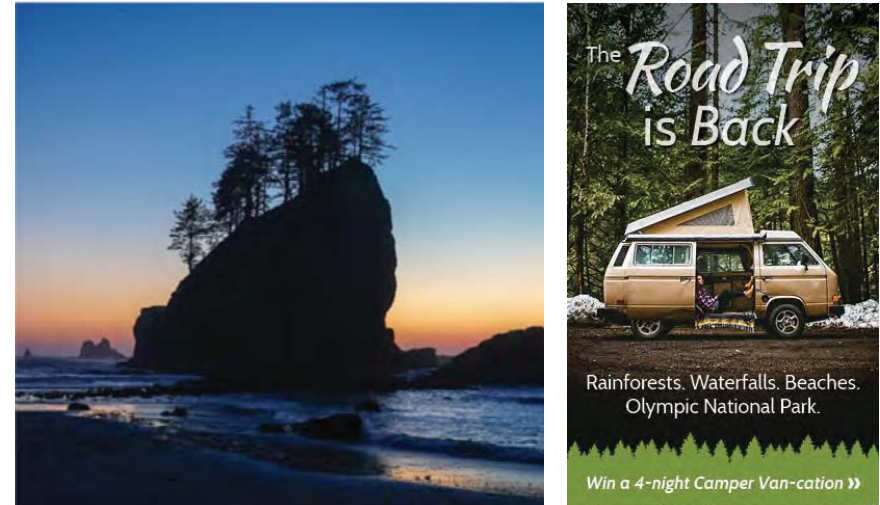


OLYMPIC PENINSULA TOURISM

The Olympic Peninsula Tourism Commission's website was hard to use, especially on mobile. A unified sense of place was needed for the expansive and diverse terrain that attracts visitors from every corner of the globe—with focus on building shoulder-season visits.

JAYRAY APPROACH

- Built a user-friendly, inspirational, educational WordPress website (OlympicPeninsula.org) with a photo-centric design
- Advised on content strategy, types of pages needed, ways to strengthen overarching brand through a refreshed online presence, new logo and messaging
- Created a digital campaign (TheRoadTripsBack.com) to promote the new website and generate interest in off-season visits enticing travelers from AZ, CA, TX, NY and FL with an enter-to-win sweepstakes
- Planned and launched an influencer trip, producing co-created content, photos and a road trip video during off-season campaign ([watch video](#))
- Developed themed tourism products including Road Trip Bingo, Road Trip Loops and a Road Trip Playlist on Spotify



JAYRAY A PLACE TO THINK

EXPLORE WILSONVILLE 41

OLYMPIC PENINSULA TOURISM

WEBSITE LAUNCH OUTCOME

- 10-person website committee launched site on time
- Tourism community enthusiastically adopted new logo
- Earned media coverage in national travel publications
- Website visits up 70 percent year over year in first month

CAMPAIGN INITIAL RESULTS

We're in the second year of our off-season campaign: The Road Trip is Back. After benchmarking year one, we have refined the campaign to focus efforts on ad channels that drove the most website traffic (Facebook advertising).

- ADARA travel pixel placed to track hotel and flight conversions to provide "heads in beds" ROI
- Doubled landing page visits compared to last Fall
- Over 2,500 Sweepstakes entries in first two weeks of campaign compared to 1,500 Sweepstakes entries last year
- PR Newswire release picked up by 203 travel media outlets

JAYRAY A PLACE TO THINK

South Sound Magazine Minute [View this email in your browser](#)

SOUTH SOUND
MAGAZINE

Road Trip Playlist

OLYMPICPENINSULA.ORG
Win a Road Trip: Washington's Olympic Peninsula [Learn More](#)

EVENT
The Road Trip is Back
If four temperate rain forests, 24 waterfalls, a 68-mile saltwater fjord, lakes, rivers, and sandy beaches aren't enough to get you out to the Olympic Peninsula, consider this. From now until Nov. 16 the Olympic Peninsula Visitor Bureau will host its Drive the Olympic Peninsula Sweepstakes. One winner will receive a four-night [Peace Vans rental](#), accommodations in local hotels, a [Pendleton blanket](#), a Fujifilm instant camera, and more. [Enter online.](#)

EXPLORE WILSONVILLE 42

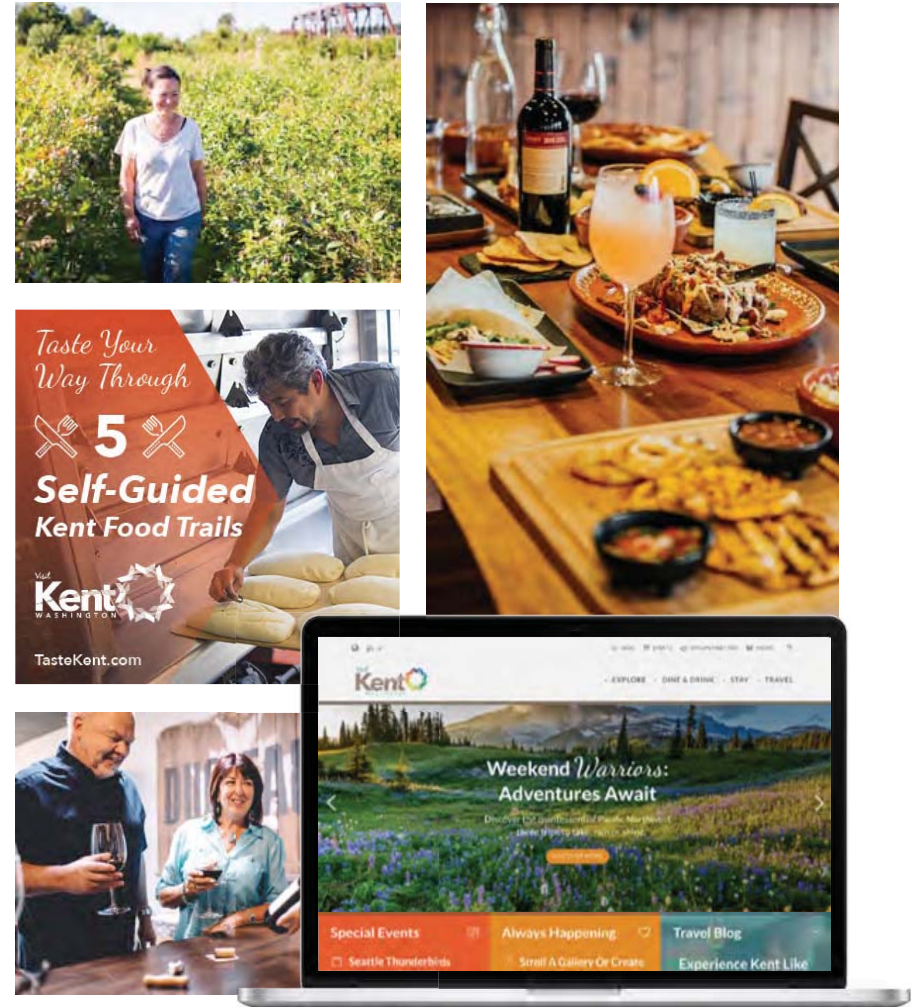
VISIT KENT

Visit Kent sought an agency for destination marketing and development to highlight the diverse and authentic culture of Kent in a way that resonated with visitors. JayRay's solution: develop the Kent Food Trails—an invitation to experience Kent's global food scene.

JAYRAY'S APPROACH

- Designed a brand new WordPress website ([VisitKent.com](https://www.visitkent.com)), using a strong storytelling approach with seasonal blog
- Developed marketing plan and social media strategy for [Facebook](https://www.facebook.com/visitkent), [Twitter](https://twitter.com/visitkent) and [Instagram](https://www.instagram.com/visitkent) including community collaboration emails to gather local happenings, content creation, posting, engagement and monthly reporting
- Crafted a thoughtful PR strategy, pitched travel writers, bloggers and TV media outlets, and sent visitor e-newsletter to opt-in subscribers
- Launched a digital Kent Food Trails campaign targeting visitors from up to 3-hours away with an Edible Escape contest
- Planned Instagram takeovers with local Kent restaurants and lead Influencer campaign with regional foodie writers

JAYRAY A PLACE TO THINK



EXPLORE WILSONVILLE 43

VISIT KENT

WEBSITE LAUNCH OUTCOME

- Lodging Tax revenues increased 7 percent in first year
- Over 10 percent of website users were referred from Facebook, after implementing social media strategy
- Local tourism businesses began using site as their own marketing tool
- JayRay has maintained and managed site for three years

CAMPAIGN INITIAL RESULTS

We're in the first year of development and promotion of the Kent Food Trails—five self-guided, foodie themed adventures.

- Campaign has increased total website traffic by 400 percent
- Media pitching efforts earned Kent Food Trails a spot on *New Day Northwest*—a live show on King 5 TV. Local restaurants shared their food and did a live cooking demo
- PR Newswire release picked up by 169 travel media outlets, and total efforts have resulted in 7 million PR impressions
- Through a Washington State Tourism collaboration, Kent Food Trails was pitched to travel media at IPW conference

JAYRAY A PLACE TO THINK



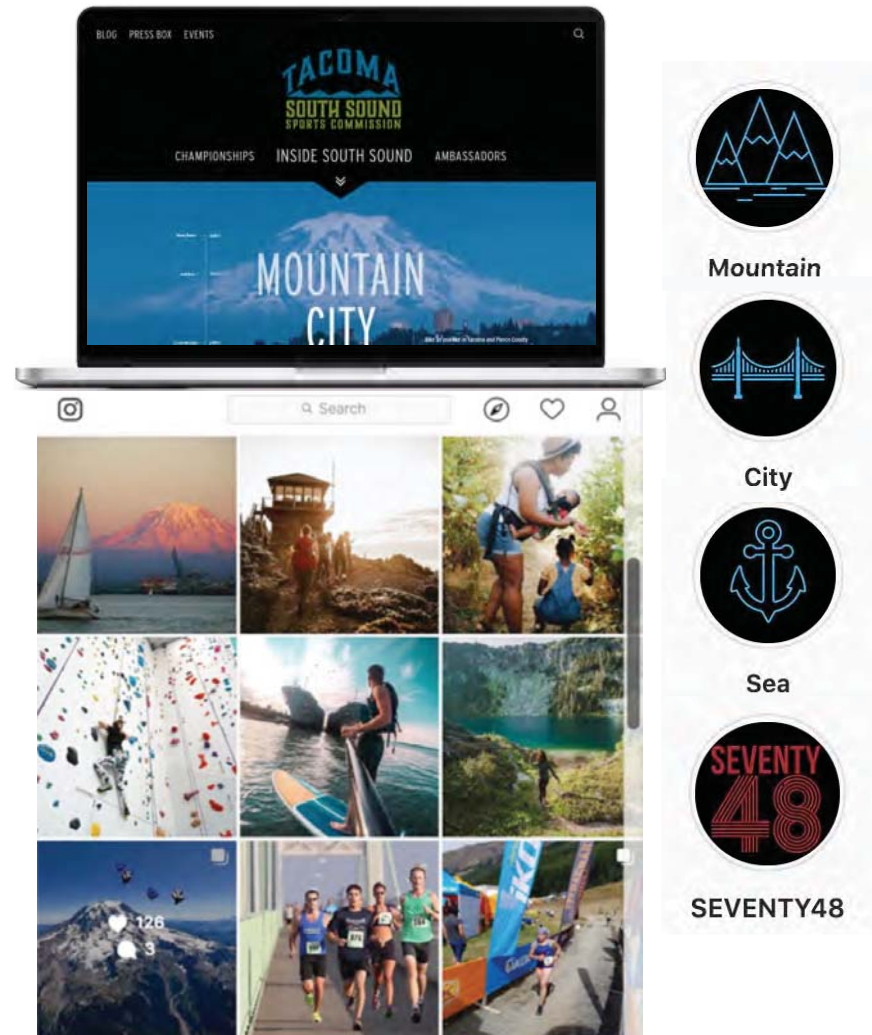
TACOMA SOUTH SOUND SPORTS COMMISSION

Growing the South Sound as a destination for amateur sporting events was tough outside the limelight. Yet the reality of the region’s sports-loving community and immensely varied mountain-city-sea landscape was ripe for attention. The Commission needed a marketing plan and a partner to inspire interest online, in print and in person. It was time to step up.

JAYRAY’S APPROACH

- Created an integrated social media, media relations and marketing communication strategy that leveraged the South Sound’s natural platform: the mountain, the city and the sea
- Developed TacomaSports.org and living Instagram photo wall on homepage; maintained site including content, blog, events calendar and partner listings
- Developed an ambassador program featuring stories from South Sound athletes to drive online engagement and pride
- Managed social media accounts developing takeovers and stories, and lead a 4-day outdoor recreation influencer trip
- Directed photo shoots and designed marketing collateral including tradeshow booth displays and annual report

JAYRAY A PLACE TO THINK



TACOMA SOUTH SOUND SPORTS COMMISSION

WEBSITE LAUNCH OUTCOME

- Gave Pierce County's athletes an online platform to share why they choose the South Sound for their sport
- Gained 20,000 web page views in first 6 months
- Captured the heart of the commission's mission with the social tag #MountainCitySea

INTEGRATED STRATEGY RESULTS

We're continuing to help the brand shape its future now that the Tacoma South Sound Sports Commission has merged with Travel Tacoma + Pierce County.

- Attended NW Travel & Words and earned 280 media articles in first year of executing a new PR sports strategy
- Skyrocketed social media and grew Instagram by over 1,000 followers in first year, and all channels by 200 percent
- Reached 2 million outdoor recreation enthusiasts through influencer marketing campaign
- Proven results helped Commission secure funding

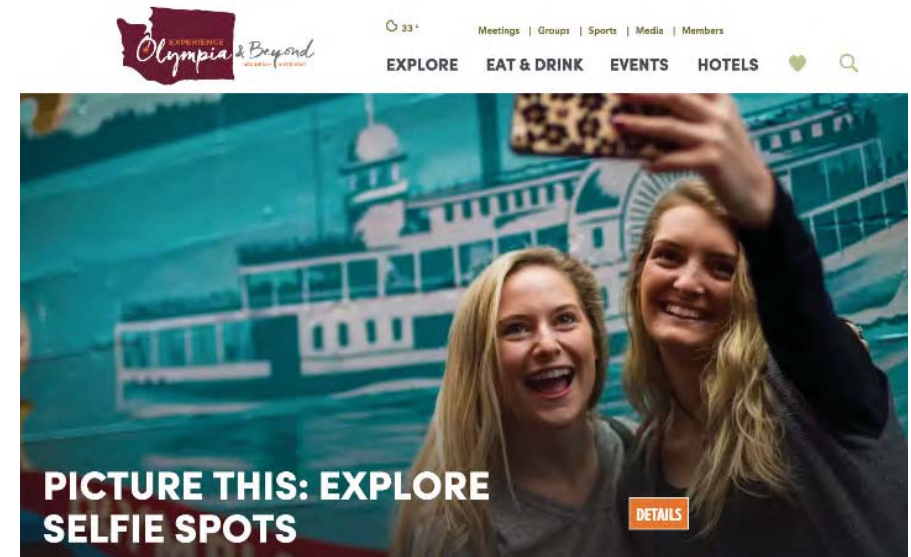


EXPERIENCE OLYMPIA & BEYOND

Visitors didn't know the name of the Olympia-Lacey-Tumwater Visitor and Convention Bureau so weren't likely to rely on it. The bureau's look and messaging were dated. The VCB staff was new and the time was right to rebrand Thurston County to draw more than day trippers to Washington's capital city.

JAYRAY'S APPROACH

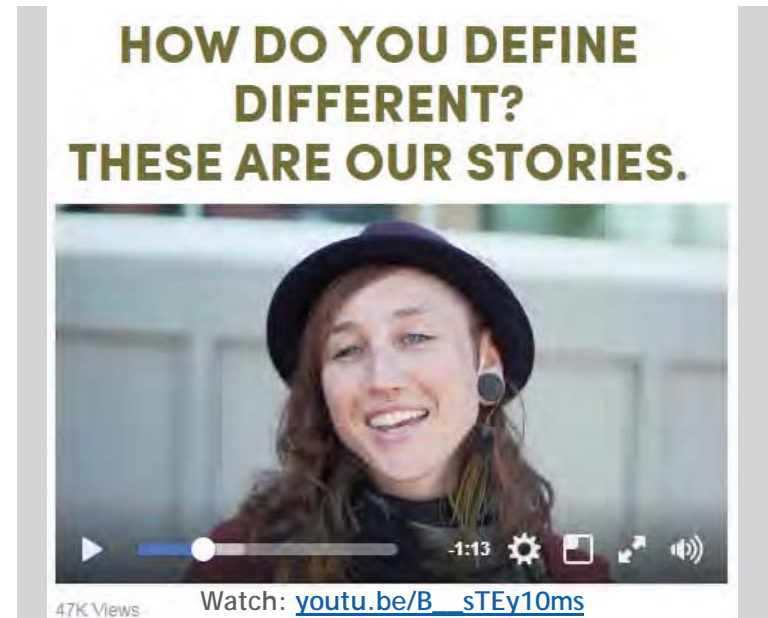
- Conducted online surveys, focus groups and phone interviews with locals, businesses and visitors to establish a baseline and insights
- Renamed OLTVCB to Experience Olympia & Beyond, supported by data and community input
- Staked out the position "never conventional" for the destination and crafted the tagline *Decidedly Different*
- Designed a new logo that evokes pride in Washington state and its capital city; created brand style guide including brand visuals, messaging and logo uses
- Developed library of professional destination photos and produced destination launch video series



EXPERIENCE OLYMPIA & BEYOND

BRAND LAUNCH OUTCOME

- Board energized and embracing new messaging
- Residents and industry businesses adopted tagline “Decidedly Different”
- Extended brand into the Bountiful Byway tour product, designing and distributing map and brochure to match the spirit of Thurston County
- Saw an increase of nearly 16% in visitor spending, just one year after brand launch
- Destination video won a Communicator Award of Excellence (top honor)






JAYRAY A PLACE TO THINK




Branding | Advertising | Strategic Communications

Marketing Communications
Digital and Social Media
Advertising
Branding
Public Relations
Communications Strategy and Planning
Website Development and Design

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CITY COUNCIL MEETING STAFF REPORT

Meeting Date: December 16, 2019	Subject: Resolution Nos. 2779 & 2780 Resolutions of the City of Wilsonville Adopting Building Codes and Building Fees Staff Member: Dan Carlson, Building Official and Amanda Guile-Hinman, Assistant City Attorney Department: Building/Legal	
Action Required	Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: Adoption of state building codes as part of the Wilsonville Building Code and local building fees.	
Staff Recommendation: Staff recommends that City Council adopt Resolution Nos. 2779 and 2780.		
Recommended Language for Motion: I move to approve Resolution No. 2779. I move to approve Resolution No. 2780.		
Project / Issue Relates To:		
<input type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input checked="" type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

Whether to adopt the proposed state building codes, as amended or supplemented, as part of the City of Wilsonville Building Code, and whether to adopt building fees as currently provided in Wilsonville Code Chapter 9. Resolution No. 2779 concerning adoption of building codes is attached hereto as **Attachment A**. Resolution No. 2780 concerning adoption of building fees is attached hereto as **Attachment B**.

EXECUTIVE SUMMARY:

The Oregon Building Codes Division (“BCD”), a division of the Oregon Department of Consumer and Business Services (the “Department”) is responsible for adopting statewide building codes that local jurisdictions must apply for structures constructed within their jurisdiction. Pursuant to Oregon Revised Statutes (ORS) 455.020(1), the Department is required to create uniform building codes for the state. Under ORS 455.020(4), local jurisdictions may enact regulations to administer the state building code, but does not allow for local jurisdictions to adopt regulations that are expressly withheld or otherwise provided for by statute. In other words, local jurisdictions can adopt regulations as long as they are not contrary to or prohibited by the published state building code.

1. Overview of Proposed Wilsonville Building Code

After BCD made significant changes to Chapter 1 (Administration) of its Oregon Structural Specialty Code (“2019 OSSC”) to omit from state regulation twenty-six (26) structures, the City had to determine if the City should locally regulate some of the de-regulated structures. Additionally, BCD’s actions indicate a new trend toward de-regulation and alleged flexibility for local jurisdictions to administer the state building codes as they see fit. It has been well understood for years, and is well documented, that the primary purpose of creating a statewide building code and administration through the state BCD, is to ensure a consistent administration and uniformity of the state construction codes.

With these changes in the state building codes and the already present deficiencies in the Wilsonville Building Code (housed in Chapter 9 of the Wilsonville Code), staff undertook a complete rewrite of Chapter 9. Staff presented the proposed new Chapter 9 to Council at a public hearing on December 2, 2019, and a second reading of the new Chapter 9 is scheduled for December 16, 2019.

The new Chapter 9 authorizes adoption of state building codes through resolution to give the City the flexibility and nimbleness to more readily respond to changes in the state building code. Resolution No. 2779 is the culmination of this where it adopts and supplements current applicable state building codes.

2. Resolution No. 2779 – Adoption of Building Codes

Resolution No. 2779 (**Attachment A**) adopts seven (7) codes that are applicable to Wilsonville pursuant to proposed Chapter 9, Sections 9.300 through 9.370. Those codes are:

- (a) Structural Specialty Code
- (b) Zero Energy Ready Commercial Code
- (c) Mechanical Specialty Code
- (d) Residential Specialty Code
- (e) Electrical Specialty Code (defers to Clackamas County, which currently administers electrical permits on behalf of the City)
- (f) Plumbing Specialty Code
- (g) Fire Code

The Codes are each attached as separate Exhibits to Resolution No. 2779. The code with the most significant amendments is the structural specialty code, which is in response to BCD's changes in the 2019 OSSC to de-regulate the twenty-six (26) structures or construction processes. Not only does the de-regulation require the City to identify which items it wants to regulate, the City is also required to identify, when necessary, any provisions that are not adopted as part of the 2019 OSSC that are necessary in order to locally regulate the items.

For example, Chapter 1 of the 2019 OSSC no longer regulates demolition. To regulate demolition, the City must so state that demolition is regulated and also adopt Oregon Structural Specialty Code Section 3303 (an optional provision not currently part of the 2019 OSSC) in order to regulate demolition.

A chart of City staff's recommendation for regulating nineteen (19) of the twenty (20) items that can be locally regulated pursuant to Chapter 1 of the 2019 OSSC is attached hereto as **Attachment C**. Essentially, staff recommends regulating all items but item number 1, which is in regard to forced seismic rehabilitation programs. Staff recommends not regulating item 1 because there are existing voluntary seismic rehabilitation approval options through granting approvals for alternate methods and alternate materials.

3. Resolution No. 2780 – Adoption of Building Fees

Given the time constraints to revise Chapter 9 and to adopt and supplement the state building codes, staff has not been able to conduct a comprehensive review of current building, mechanical, and plumbing permit fees. Therefore, Resolution No. 2780 adopts the fees as currently listed in Chapter 9. Staff anticipate a review of the building fees at a future time.

EXPECTED RESULTS:

Established local Building Code that appropriately regulates items de-regulated under the State's 2019 OSSC, among other building code regulations.

TIMELINE:

Resolution Nos. 2779 and 2780 are scheduled for adoption at the December 16, 2019, concurrent with the second reading of Ordinance No. 839 to repeal and replace Chapter 9. Resolution Nos. 2779 and 2780 and Ordinance No. 839 are scheduled to become effective January 1, 2020, which is when the 2019 OSSC becomes mandatory.

CURRENT YEAR BUDGET IMPACTS:

N/A

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 12/11/2019

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 12/11/2019

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Providing the local regulations will ensure that structures continue to meet accepted safety standards.

ALTERNATIVES:

Default to the regulations in 2019 OSSC or adopt the 2014 OSSC Chapter 1, though there are inherent risks with both options. Simply adopting the 2019 OSSC will mean that several types of buildings and structures will no longer be regulated and inspected by City building staff. Adopting the 2014 OSSC Chapter 1 means that there will be provisions that the City may be enforcing that it is not entitled to enforce under the 2019 OSSC.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

- A. Resolution No. 2779
 - 1. Structural Specialty Code
 - 2. Zero Energy Ready Commercial Code
 - 3. Mechanical Specialty Code
 - 4. Residential Specialty Code
 - 5. Electrical Specialty Code
 - 6. Plumbing Specialty Code
 - 7. Fire Code
- B. Resolution No. 2780
 - 1. Building Permit Fee Schedules
 - 2. Mechanical Permit Fee Schedules
 - 3. Plumbing Permit Fee Schedule
- C. Spreadsheet outlining what optional provisions of the 2019 OSSC are recommended for adoption.

ATTACHMENT A
RESOLUTION NO. 2779

A RESOLUTION OF THE CITY OF WILSONVILLE ADOPTING STRUCTURAL SPECIALTY CODE, ZERO ENERGY READY COMMERCIAL CODE, MECHANICAL SPECIALTY CODE, RESIDENTIAL SPECIALTY CODE, ELECTRICAL SPECIALTY CODE, PLUMBING SPECIALTY CODE, AND FIRE CODE.

WHEREAS, the City of Wilsonville (“City”) previously listed the adopted Oregon state building codes and the fire code of Tualatin Valley Fire and Rescue in Wilsonville Code Chapter 9 - Structures; and

WHEREAS, to accommodate constant changes in the state building codes by the State Building Codes Division (“BCD”), the City Council adopted a new Chapter 9 pursuant to Ordinance No. 839, which provides for adoption of building codes by resolution; and

WHEREAS, BCD has adopted six (6) building codes that are applicable to the City; and

WHEREAS, one (1) of the six (6) state building codes is the Oregon Structural Specialty Code, which became effective on October 1, 2019; and

WHEREAS, BCD made significant changes to Chapter 1, Administration, in the 2019 Oregon Structural Specialty Code; and

WHEREAS, BCD officials have indicated that local jurisdictions can adopt their own administrative procedures in lieu of Chapter 1 of the 2019 Oregon Structural Specialty Code; and

WHEREAS, another of the six (6) current state building codes is the 2017 Oregon Residential Specialty Code; and

WHEREAS, in 2019, the Oregon legislature adopted House Bill 2423 (2019), which adds the Small Home Specialty Code (Appendix Q of the 2018 International Residential Code) to the 2017 Residential Specialty Code; and

WHEREAS, the City Council seeks to adopt all applicable and current state building codes and the state fire code as part of the City of Wilsonville’s Building Code pursuant to Sections 9.300 through 9.370 of Chapter 9 as adopted pursuant to Ordinance No. 839.

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

1. The above findings are incorporated herein.

2. The City Council of the City of Wilsonville hereby adopts Exhibits 1-7 as building codes adopted pursuant to the new Wilsonville Code Chapter 9, Sections 9.300 through 9.370.
4. This Resolution becomes effective on January 1, 2020.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this ____ day of _____, 2019, and filed with the Wilsonville City Recorder this date.

TIM KNAPP, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp
Council President Akervall
Councilor Lehan
Councilor West
Councilor Linville

Attachments:

Exhibit 1 – Structural Specialty Code
Exhibit 2 – Zero Energy Ready Commercial Code
Exhibit 3 – Mechanical Specialty Code
Exhibit 4 – Residential Specialty Code
Exhibit 5 – Electrical Specialty Code
Exhibit 6 – Plumbing Specialty Code
Exhibit 7 – Fire Code

Exhibit 1

City of Wilsonville Structural Specialty Code

I. Adoption of 2019 Oregon Structural Specialty Code

Except as amended herein, the City of Wilsonville (“City”) adopts the 2019 Oregon Structural Specialty Code, as adopted by Oregon Administrative Rules (OAR) 918-460-0010 through 918-460-0015, as part of the City’s Building Code. A copy of the 2019 Oregon Structural Specialty Code, as well as the provisions of the 2018 International Building Code and the 2018 International Property Maintenance Code referenced herein, shall be kept in the office of the Building Official of the City of Wilsonville.

II. Amendments to 2019 Oregon Structural Specialty Code

The City further adopts by reference the following provisions as part of the City’s Building Code.

1. **Section 101.2 Scope** - of the 2019 Oregon Structural Specialty Code, all items listed as 1 through 20 that are available for local regulation, except the following:
 - a. Delete: Item 1.
2. **Section 104.1 General** - of the 2019 Oregon Structural Specialty Code is amended as follows:
 - a. Waiver. The Building Official shall not have power to waive the Building Code.
3. **Section 105.2 Work Exempt from a Permit** - of the 2019 Oregon Structural Specialty Code is amended to add the following numbered revisions:
 - a. 11. Flag poles not over 30 feet in height.
 - b. 12. Fences not over 6 feet in height.
 - c. 13. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.
 - d. 14. Water tanks supported directly on grade if the capacity is not greater than 5,000 gallons (18,925 L) and the ratio of height to diameter or width is not greater than 2:1.
 - e. 15. Signs: See Wilsonville Development Code Section 4.156 for work exempt from a permit.

4. **Section 112 Service Utilities** - of the 2019 Oregon Structural Specialty Code, along with the corresponding 2018 International Building Code Section.
5. **Section 116 Unsafe Structures or Equipment** - of the 2019 Oregon Structural Specialty Code, along with the corresponding 2018 International Building Code Section. For the purposes of clarifying and defining what are unsafe structures, unsafe equipment, or dangerous building conditions, the following sections of the 2018 International Property Maintenance Code are adopted:
 - a. Section 108.1.5, Dangerous Structure or Premises
 - b. Section 109, Emergency Measures
 - c. Chapter 2, Definitions
 - d. Sections 304.1.1, 305.1.1, 306.1.1, each titled Unsafe Conditions
6. **Section 901.1 Private Fire Hydrants and Private Fire Lines** - of the 2019 Oregon Structural Specialty Code, along with the corresponding 2018 International Building Code Section. Installations of fire department connections, including private fire service mains, shall conform to the 2019 NFPA 24 Standard for the Installation of Private Fire Service Mains and Their Appurtenances.
7. **Section 905 Standpipe Systems** - of the 2019 Oregon Structural Specialty Code, along with the corresponding 2018 International Building Code Section. Installations of standpipe systems shall conform to the 2019 NFPA 14 Standard for the Installation of Standpipe and Hose Systems.
8. **Section 906 Portable Fire Extinguishers** - of the 2019 Oregon Structural Specialty Code, along with the corresponding 2018 International Building Code Section.
9. **Section 912 Fire Department Connections** - of the 2019 Oregon Structural Specialty Code, along with the corresponding 2018 International Building Code Section. Installations of fire department connections, including private fire service mains, shall conform to the 2019 NFPA 24 Standard for the Installation of Private Fire Service Mains and Their Appurtenances.
10. **Chapter 31 Special Construction** - of the 2019 Oregon Structural Specialty Code, along with the corresponding 2018 International Building Code Sections.
11. **Chapter 32 Encroachments Into the Public Right of Way** - of the 2019 Oregon Structural Specialty Code, along with the corresponding 2018 International Building Code Sections.

12. **Chapter 33 Safeguards During Construction** - of the 2019 Oregon Structural Specialty Code, along with the corresponding 2018 International Building Code Sections. Included in this adoption are the following sections:

a. **3302 Construction Safeguards** – of the 2019 Oregon Structural Specialty Code, with Subsection 3302.3, “Fire safety during construction,” supplemented with the following:

- i. **3302.3.1 Purpose.** In addition to the requirements prescribed in the Oregon Fire Code, this section prescribes minimum safeguards for construction, alteration, and demolition operations for tall combustible construction to provide reasonable safety to life and property from fire during such operations.
- ii. **3302.3.2 Scope.** This section applies to combustible construction which meets the following criteria:
 1. Construction is combustible and of Type III, IV, or V, as identified in Section 602; and
 2. Construction is four (4) or more stories; or
 3. Construction is more than 40 feet in height; or
 4. Where, during framing stages, there are (4) or more individual combustible structures that are three (3) or more stories in height, immediately adjacent to each other (with a physical separation of 20 feet or less) on the same or separate lots, all at the framing stage, and each under the same ownership.
- iii. **3302.3.3 Site Fire Safety Plan.** A fire safety plan in accordance with Chapter 33 of the Oregon Fire Code, shall be provided to the Building Official prior to the start of combustible construction.
- iv. **3302.3.4 Site Security.** Each structure shall be provided with site security prior to the start of combustible construction. Site security shall be in a form that is acceptable to the Building Official through a guard service, remote video monitoring, security fencing, or combination thereof, to ensure the site remains reasonably secure from theft, vandalism, vagrants, or otherwise prevents the site from becoming an attractive nuisance.

Where guard service is provided, the guard(s) shall be trained in all of the following:

1. Notification procedures that include calling the fire department and management personnel
2. Function and operation of fire protection equipment
3. Familiarization with fire hazards
4. Use of construction elevators, where provided
5. Any special status of emergency equipment or hazards

Where guard service is provided, the fire prevention program superintendent shall be responsible for the guard service.

Grade level entrances (e.g., doors and windows) to the structure while under construction, alteration, or demolition shall be secured where not actively in use or actively under construction.

- v. **3302.3.5 Violation.** Failure to adhere to the required fire safety plan, including providing site security, shall constitute a violation of this code and cause the building(s) to be defined as *unsafe* or *dangerous*.

 - b. **Section 3303 Demolition** - of the 2019 Oregon Structural Specialty Code, along with the corresponding 2018 International Building Code Section.

 - c. **Section 3307 Protection of Adjoining Property** - of the 2019 Oregon Structural Specialty Code, along with the corresponding 2018 International Building Code Section.

 - d. **Section 3308 Temporary Use of Streets, Alleys, and Public Property** - of the 2019 Oregon Structural Specialty Code, along with the corresponding 2018 International Building Code Section.

 - e. **Section 3309 Fire Extinguishers** - of the 2019 Oregon Structural Specialty Code, along with the corresponding 2018 International Building Code Section.

 - f. **Section 3311 Standpipes** - of the 2019 Oregon Structural Specialty Code, along with the corresponding 2018 International Building Code Section. Installations of standpipe systems shall conform to the 2019 NFPA 14 Standard for the Installation of Standpipe and Hose Systems.

 - g. **Section 3313 Water Supply for Fire Protection** - of the 2019 Oregon Structural Specialty Code, along with the corresponding 2018 International Building Code Section.

 - h. **Section 3314 Fire Watch During Construction** - of the 2019 Oregon Structural Specialty Code, along with the corresponding 2018 International Building Code Section.
13. **Appendix H – Signs** - of the 2019 Oregon Structural Specialty Code, except the following:
- a. **Revise:** Section H101.2 Signs exempt from permits. Sign permit exemptions are contained in Wilsonville Code Section 4.156.

 - b. **Delete:** Section H104 Identification.

14. **Appendix J – Grading** - of the 2019 Oregon Structural Specialty Code, except the following:
- a. **Delete:** Section J103.2 Exemptions. Delete items 1 & 2.
 - b. **Revise:** Section J103.2 Exemptions. 1. 50 cubic yards, or 1 foot of depth for fill.
2. Deleted.
 - c. **Add:** Section J109.5 Drainage. Drainage shall be provided as required by the geotechnical evaluation. The design and construction of drainage systems shall be in accordance with the applicable requirements of the Oregon Plumbing Specialty Code and City of Wilsonville Engineering Standards. Drainage system discharge shall be to an *approved* location.
 - d. **Revise:** J110.1 General. Delete former and add: J110.1 General. Erosion Control measures shall be installed and maintained in accordance with Wilsonville Engineering Standards for Erosion Prevention and Sediment Control requirements for the duration of a project.

Exhibit 2

City of Wilsonville Zero Energy Ready Commercial Code

I. Adoption of 2019 Oregon Zero Energy Ready Commercial Code

Except as amended herein, the City of Wilsonville (“City”) adopts the 2019 Oregon Zero Energy Ready Commercial Code, as adopted by Oregon Administrative Rules (OAR) 918-460-0500, as part of the City’s Building Code. A copy of the 2019 Oregon Zero Energy Ready Commercial Code shall be kept in the office of the Building Official of the City of Wilsonville.

Exhibit 3

City of Wilsonville Mechanical Specialty Code

I. Adoption of 2019 Oregon Mechanical Specialty Code

Except as amended herein, the City of Wilsonville (“City”) adopts the 2019 Oregon Mechanical Specialty Code, as adopted by Oregon Administrative Rules (OAR) 918-440-0010 through 918-440-0012, as part of the City’s Building Code. A copy of the 2019 Oregon Mechanical Specialty Code shall be kept in the office of the Building Official of the City of Wilsonville.

Exhibit 4

City of Wilsonville Residential Specialty Code

I. Adoption of 2017 Oregon Residential Specialty Code

Except as amended herein, the City of Wilsonville (“City”) adopts the 2017 Oregon Residential Specialty Code, as adopted by Oregon Administrative Rules (OAR) 918-480-0005 through 918-440-0010, as part of the City’s Building Code. A copy of the 2017 Oregon Residential Specialty Code, as well as Appendix Q of the 2018 International Residential Code referenced herein, shall be kept in the office of the Building Official of the City of Wilsonville.

II. Amendment to the 2017 Oregon Residential Specialty Code

The City further adopts by reference the following provisions as part of the City’s Building Code.

1. Appendix Q of the 2018 International Residential Code is hereby adopted as required by House Bill 2423 (2019), and is referred to as the Small Home Specialty Code.
2. **Section 3302 Construction Safeguards** - of the 2019 Oregon Structural Specialty Code, with Subsection 3302.3, “Fire safety during construction,” supplemented with the following:
 - i. **3302.3.1 Purpose.** In addition to the requirements prescribed in the Oregon Fire Code, this section prescribes minimum safeguards for construction, alteration, and demolition operations for tall combustible construction to provide reasonable safety to life and property from fire during such operations.
 - ii. **3302.3.2 Scope.** This section applies to combustible construction which meets the following criteria:
 1. Construction is combustible and of Type III, IV, or V, as identified in Section 602; and
 2. Construction is four (4) or more stories; or
 3. Construction is more than 40 feet in height; or
 4. Where, during framing stages, there are (4) or more individual combustible structures that are three (3) or more stories in height, immediately adjacent to each other (with a physical separation of 20 feet or less) on the same or separate lots, all at the framing stage, and each under the same ownership.
 - iii. **3302.3.3 Site Fire Safety Plan.** A fire safety plan in accordance with Chapter 33 of the Oregon Fire Code, shall be provided to the Building Official prior to the start of combustible construction.

- iv. **3302.3.4 Site Security.** Each structure shall be provided with site security prior to the start of combustible construction. Site security shall be in a form that is acceptable to the Building Official through a guard service, remote video monitoring, security fencing, or combination thereof, to ensure the site remains reasonably secure from theft, vandalism, vagrants, or otherwise prevents the site from becoming an attractive nuisance.

Where guard service is provided, the guard(s) shall be trained in all of the following:

1. Notification procedures that include calling the fire department and management personnel
2. Function and operation of fire protection equipment
3. Familiarization with fire hazards
4. Use of construction elevators, where provided
5. Any special status of emergency equipment or hazards

Where guard service is provided, the fire prevention program superintendent shall be responsible for the guard service.

Grade level entrances (e.g., doors and windows) to the structure while under construction, alteration, or demolition shall be secured where not actively in use or actively under construction.

- v. **3302.3.5 Violation.** Failure to adhere to the required fire safety plan, including providing site security, shall constitute a violation of this code and cause the building(s) to be defined as *unsafe* or *dangerous*.

Exhibit 5

City of Wilsonville Electrical Specialty Code

I. Adoption of 2017 Oregon Electrical Specialty Code

Except as amended herein, the City of Wilsonville (“City”) adopts the 2017 Oregon Electrical Specialty Code, as adopted by Oregon Administrative Rules (OAR) 918-305-0100 through 918-305-0105, as part of the City’s Building Code. Regulation of the City’s Electrical Specialty Code is provided by Clackamas County. A copy of the 2017 Oregon Electrical Specialty Code shall be kept in the office of the Building Official of the City of Wilsonville.

Exhibit 6

City of Wilsonville Plumbing Specialty Code

I. Adoption of 2017 Oregon Plumbing Specialty Code

Except as amended herein, the City of Wilsonville (“City”) adopts the 2017 Oregon Plumbing Specialty Code, as adopted by Oregon Administrative Rules (OAR) 918-750-0110 through 918-750-0115, as part of the City’s Building Code. A copy of the 2017 Oregon Plumbing Specialty Code shall be kept in the office of the Building Official of the City of Wilsonville.

Exhibit 7

City of Wilsonville Fire Code

I. Adoption of 2019 Oregon Fire Code

Except as amended herein, the City of Wilsonville (“City”) adopts the 2019 Oregon Fire Code, as adopted by Oregon Administrative Rules 837-040-0010 through OAR 837-040-0140, as part of the City’s Building Code. A copy of the 2019 Oregon Fire Code shall be kept in the office of the Building Official of the City of Wilsonville.

ATTACHMENT B

RESOLUTION NO. 2780

A RESOLUTION OF THE CITY OF WILSONVILLE APPROVING BUILDING PERMIT FEE SCHEDULES, MECHANICAL PERMIT FEE SCHEDULES, AND PLUMBING PERMIT FEE SCHEDULE.

WHEREAS, the City of Wilsonville (“City”) previously maintained its fee schedules for building permits, mechanical permits, and plumbing permits in Wilsonville Code Chapter 9 - Structures; and

WHEREAS, the City typically codifies fee schedules, such as land use development and planning review fees, through resolutions instead of in the Wilsonville Code; and

WHEREAS, the City is repealing and replacing Wilsonville Code Chapter 9 – Structures; and

WHEREAS, the new Wilsonville Code Chapter 9 provides for building permit, mechanical permit, and plumbing permit fees to be adopted by resolution; and

WHEREAS, until a comprehensive review of all the building fees can be conducted, the City should adopt by resolution the permit fees currently provided in Wilsonville Code Chapter 9.

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

1. The above findings are incorporated herein.
2. The City Council of the City of Wilsonville hereby adopts Exhibits 1-3 as fees allowed under the new Wilsonville Code Chapter 9, Section 9.380.
4. This Resolution becomes effective on January 1, 2020.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this ____ day of _____, 2019, and filed with the Wilsonville City Recorder this date.

TIM KNAPP, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

Attachments:

Exhibit 1 – Building Permit Fee Schedules

Exhibit 2 – Mechanical Permit Fee Schedules

Exhibit 3 – Plumbing Permit Fee Schedule

Exhibit 1

City of Wilsonville Building Permit Fee Schedules

I. Non-Residential, Apartment Houses*, and Condominium Structural Fee Schedule**

<u>Total Valuation of Work to Be Performed</u>	<u>Fees</u>
\$1.00 to \$500.00	\$48.20 minimum fee
\$501.00 to \$2,000.00	\$48.20 the first \$500.00, plus \$2.54 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$86.30 for the first \$2,000.00, plus \$10.15 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$319.75 for the first \$25,000.00, plus \$7.60 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$509.75 for the first \$50,000.00, plus \$5.08 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00.
\$100,001.00 and up	\$763.75 for the first \$100,000.00, plus \$4.24 for each additional \$1,000.00 or fraction thereof.

Definition of Valuation: The determination of value or valuation under any of the provisions of the State Structural Specialty Code shall be made by the Building Official. The value to be used in computing the building permit and building plan review fees shall be the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems and any other permanent equipment. The most recent edition of the International Code Council, printed by the International Code Council, shall be used in determining the valuation.

Inspections made outside of normal business hours	\$51.30 hour/2-hour min charge + state surcharge
Re-inspection fee assessed	\$51.30 each + state surcharge

Inspections for which no fee is specifically indicated	\$51.30 hour/1/2 hour min charge + state surcharge
Investigation Fee	\$102.60 + state surcharge
Additional plan review required by changes, additions, or revisions to approved plans	\$51.30 hour/1/2 hour min charge
Research Fee	\$50.00 per hour
Plan Check Fee	65% of the building permit fee
Fire/Life Safety Review Fee	40% of the building permit fee
State Surcharge	12% of the building permit fee (or current state rate)
Partial Permit Fee	\$250.00 for each partial permit
Certificate of Occupancy	\$100.00 (no new permit required)
Change of Use	\$100.00
Temporary Certificate of Occupancy (Exceptions R-3 and U Occupancies)	\$300.00
City Sidewalk/Approach Inspection	\$150.00
Site Work/Grading Permit Fee	This permit fee is based on the valuation of the site work being constructed, less the valuation of any site utilities work. (Refer to the commercial Permit Fee Schedule). A separate plumbing permit for site utilities will be issued based upon the total developed length of the plumbing system (see Plumbing Permit Fee Schedule).
Deferred Submittals	A fee equal to 65% of the permit fee, calculated using the value of the particular deferred portion(s) of the project, with a minimum fee of \$150) (Commercial, Industrial, Multi-Family). Exempt permits from deferred submittals: plumbing, mechanical, fire alarm, fire sprinkler, tenant improvement, residential.
Prescriptive Solar Installation	\$103.00 + state surcharge for installations falling under the Oregon Solar Installation Specialty Code.

*Apartment Houses containing (3) or more Dwelling Units

**These fees do not include City Planning or Engineering fees that may be due at issuance of a building permit.

II. Residential Structural Fee Schedule**

<u>Total Valuation of Work to Be Performed</u>	<u>Fees</u>
\$1.00 to \$500.00	\$48.20 minimum fee
\$501.00 to \$2,000.00	\$48.20 for the first \$500.00, plus \$2.25 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$81.95 for the first \$2,000.00, plus \$8.98 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$288.49 for the first \$25,000.00, plus \$6.74 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$456.99 for the first \$50,000.00, plus \$4.49 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00.
\$100,001.00 and up	\$681.49 for the first \$100,000.00, plus \$3.75 for each additional \$1,000.00 or fraction thereof.

Definition of Valuation: The determination of value or valuation under any of the provisions of the State Structural Specialty Code shall be made by the Building Official. The value to be used in computing the building permit and building plan review fees shall be the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems and any other permanent equipment. The most recent edition of the International Code Council Building Valuation Data Table, printed by the International Code Council, shall be used in determining the valuation.

Residential Fee Schedule

Inspections made outside of normal business hours	\$51.30 hour/2-hour min charge + state surcharge
Re-inspection fee assessed under provisions of Section 108.8	\$51.30 each + state surcharge
Inspections for which no fee is specifically indicated	\$51.30 hour/1/2 hour min charge + state surcharge
Investigation Fee	\$102.60 + state surcharge

Additional plan review required by changes, additions, or revisions to approved plans	\$51.30 hour/1/2 hour min charge + state surcharge
Plan Check Fee	65% of the building permit fee
State Surcharge	12% of the building permit fee (or current state rate)
City Sidewalk/Approach Inspection	\$100.00
Residential Fire Sprinkler (Stand Alone)	
0-2,000 square feet	\$65.00
2,001-3,600 square feet	\$90.00
3,601-7,200 square feet	\$101.00
7,201 and greater	\$173.00
Research Fee	\$50.00 per hour
Processing fee for plans exempted from a plan review By OAR 918-480-0130	\$100.00
Partial Permit Fee	\$250.00 for each partial permit
Temporary Certificate of Occupancy (Exceptions R-3 and U Occupancies)	\$300.00
Prescriptive Solar Installation	\$103.00 + state surcharge for installations falling under the Oregon Solar Installation Specialty Code.

**These fees do not include City Planning or Engineering fees that may be due at issuance of a building permit.

Exhibit 2

City of Wilsonville Mechanical Permit Fee Schedules

I. Non-Residential, Apartment Houses*, and Condominium Mechanical Permit Fee Schedule

<u>Total Valuation of Work to Be Performed</u>	<u>Fees</u>
\$1.00 to \$5000	\$61.55 Minimum
\$5,001 to \$10,000	\$61.55 for the first \$5000.00, plus \$1.23 for each additional \$1,000.00 or fraction thereof.
\$10,001 to \$100,000	\$123.05 for the first \$10,000, plus \$3.44 for each additional \$1,000.00 or fraction thereof.
\$100,001 to \$1,000,000	\$432.65 for the first \$100,000.00, plus \$1.54 for each additional \$1,000.00 or fraction thereof.
\$1,000,001 and up	\$1,818.65 for the first \$100,000.00, plus \$1.54 for each additional \$1,000.00 or fraction thereof.
Plan Check Fee	25% of subtotal
State Surcharge (or Current State Rate)	12% of subtotal
Inspections made outside of normal business hours	\$51.30 hour/2-hour min charge
Re-inspection fee assessed under provisions of Section 116.6	\$51.30 each + state surcharge
Inspections for which no fee is specifically indicated	\$51.30 hour/1/2 hour min charge
Investigation Fee	\$102.60 + state surcharge
Additional plan review required by changes, additions, or revisions to approved plans	\$51.30 hour/1/2 hour min charge

*Apartment Houses more than 3 Dwelling Units

II. Residential Mechanical Permit Fee Schedule

<u>Type of Equipment</u>	<u>Fees</u>
Minimum Permit Fee	\$44.60
Air Handling Unit	\$23.05
Air Conditioning Unit	\$18.45
Alteration of existing HVAC system	\$18.45
Boiler/Compressors	\$18.45
Fire/Smoke Dampers/Duct Smoke Detectors	\$13.85
Heat Pump	\$18.45
Furnace Install/Replace	\$23.05
Suspended, Recessed and Floor Heaters	\$18.45
Vent for appliance other than furnace	\$13.85
Refrigeration: Absorption Units/Chillers/Compressors	\$13.85
Appliance Vent	\$ 9.20
Dryer Exhaust	\$ 9.20
Hoods Type I/Fire Suppression System/Exhaust Fans	\$ 9.20
Exhaust System Apart from Heating or A/C	\$13.85
Fuel Piping: One to Four Outlets	\$ 6.15
Each Additional Outlet Over Four Outlets	\$ 1.54
Process Piping	\$13.85
Decorative Fireplace	\$13.85
Insert Type:	\$13.85
Woodstove/Pellet Stove	\$13.85
Other: Appliance Alteration	\$13.85
Other: Appliance New	\$13.85
Plan Check Fee	25% of subtotal
State Surcharge (or Current State Rate)	12% of subtotal
Inspections made outside of normal business hours	\$51.30 hour/2-hour min charge
Re-inspection fee assessed under provisions of Section 116.6	\$51.30 each + state surcharge
Inspections for which no fee is specifically indicated	\$51.30 hour/1/2 hour min charge
Investigation Fee	\$102.60 + state surcharge
Additional plan review required by changes, additions, or revisions to approved plans	\$51.30 hour/1/2 hour min charge

Exhibit 3

City of Wilsonville Plumbing Permit Fee Schedule

<u>Type of Fixture and/or Appurtenances</u>	<u>Fees</u>
Minimum Permit Fee	\$41.00
Single Family Dwelling (1/2) Bath	\$128.50
Single Family Dwelling (1) Bath	\$256.50
Single Family Dwelling (2) Bath	\$311.65
Single Family Dwelling (3) Bath	\$348.80
All Other Plumbing Connections / Site Utilities as Listed On Plumbing Permit Application:	\$ 14.90 each
<i>with the exception of:</i>	
Sanitary Sewer	
-1st 100 ft/fraction thereof	\$50.80
-each additional 100 ft/portion	\$50.80
Water Service	
-1st 100 ft/fraction thereof	\$50.80
-each additional 100 ft/portion	\$50.80
Storm and Rain Drain	
-1st 100 ft/fraction thereof	\$50.80
-each additional 100 ft/portion	\$50.80
Footing Drain	
-1st 100 ft/fraction thereof	\$50.80
-each additional 100 ft/portion	\$50.80
Residential Fire Suppression System (multi-purpose)	
0-2,000 square feet	\$65.00
2,000-3,600 square feet	\$90.00
3,601-7,200	\$101.00
7,201 and greater	\$173.00
Medical Gas Systems	
\$1.00 to \$5,000	Minimum fee \$123.00
\$5,000 to \$10,000	\$123.00 for the first \$5,000 and \$2.55 for each additional \$100 or

	fraction thereof, to and including \$10,000
\$10,000 to \$25,000	\$250.50 for the first \$10,000 and \$2.55 for each additional \$100 or fraction thereof, to and including \$25,000
\$25,000 to \$50,000	\$633.85 for the first \$25,000 and \$2.46 for each additional \$100 or fraction thereof, to and including \$50,000
\$50,000 and up	\$1,257.25 for the first \$50,000 and \$2.05 for each additional \$100 or fraction thereof
Plan Check Fee	25% of Subtotal
State Surcharge (Current)	12% of Subtotal
Inspections made outside of normal business hours	\$51.30/hr. 2-hr minimum + state surcharge
Re-inspection fee assessed under provisions of Section 108.8	\$51.30 + state surcharge
Inspections for which no fee is specifically indicated	\$51.30/hour; 1/2-hour min charge + state surcharge
Investigation Fee	\$102.60 + state surcharge
Additional plan review required by changes, additions, or revisions to approved plans	\$51.30/hour; 1/2-hour min charge + state surcharge

ATTACHMENT Wilsonville Code Adoption Matrix

Item #	Code Ref #	Language or Code Section	Previously Adopted	Should Adopt	Modification Needed	Notes, Rationale, or Proposed Modification
1 OSSC Section 101.2, Scope, PART 1 - REMOVED by State						
NOTE: This list of 26 items is for comparative purposes only for use with the preceding section of 20 items.						
	1	The construction, alteration, moving, demolition, repair, maintenance and work located primarily in a public way.				N/A
	2	Abatement of nuisances and dangerous buildings.				See Part 2 Below
	3	Fire safety during construction.				See Part 2 Below
	4	Demolition.				See Part 2 Below
	5	Protection of adjoining property.				See Part 2 Below
	6	Temporary use of streets, alleys and public property.				See Part 2 Below
	7	Portable fire extinguishers.				Should be added back for fire safety during construction. Also ADA applies to mounting height. OSSC 3309
	8	Encroachments into the public way.				See Part 2 Below
	9	Public utility towers and poles.				N/A
	10	Mechanical equipment not specifically regulated in this code.				Not sure what this is. Survey of BO's = Not sure either.
	11	Hydraulic flood control structures, including but not limited to dams and levees.				N/A
	12	Retaining walls that do not provide safeguards for the users of buildings; and do not support a regulated building or required accessible parking; and do not retain material, if not restrained, could impact a regulated building.				See Part 2 Below
	13	Fences.				See Part 2 Below
	14	Tanks that are located exterior to and not attached to or supported by a regulated building.				See Part 2 Below
	15	Cellular phone, radio, television and other telecommunication and broadcast towers that are not attached to or supported by a regulated building.				See Part 2 Below
	16	Flagpoles not attached to or supported by a regulated building.				See Part 2 Below
	17	Signs not attached to or supported by a regulated building.				See Part 2 Below
	18	Ground-mounted photovoltaic arrays.				Not sure why this is not regulated. Solar arrays = Kites in wind storms. No option to add back.
	19	Floating structures.				See Part 2 Below
	20	Docks.				See Part 2 Below
	21	Fixed piers or wharves with no superstructure.				See Part 2 Below
	22	Equipment shelters not intended for human occupancy with a building area of 250 square feet or less, designated as Risk Category I or II.				See Part 2 Below
	23	Transitional housing accommodations.				See Part 2 Below
	24	Administration and implementation of a National Flood Insurance Program (NFIP).				See Part 2 Below
	25	Detached tents and other membrane structures erected for periods of 180 days or less.				180 days or less is regulated by Fire Code/Fire Marshal. See OSSC CH 31 for Temporary Structures
	26	Other structures not regulated by the state building code consistent with the scope of ORS 455.020.				See Part 2 Below
2 OSSC Section 101.2, Scope, PART 2 - OPTIONAL Local Add Back - NEED TO ADOPT ALL BUT #1.						
	1	Pursuant to the regulation of dangerous buildings, a municipality may adopt seismic rehabilitation plans that provide for phased completion of repairs that are designed to provide improved life safety but that may be less than the standards for new buildings.	n	n	n	This is already provided for in the review and approval of AM&M reviews of Section 104.8, and OSSC Chapter 34, and the International Existing Building Code which is adopted (IEBC). FEMA 172 and other FEMA related standards can also be considered in voluntary seismic upgrades as alternatives.
	2	Abatement of nuisances and dangerous buildings.	y	y	y	OSSC Ch 2 Definition (Below. Very weak language), 3413 (not adopted), 112 (not adopted, need to), 116 (not adopted, need to. May be enough with IPMC definition). Possibly Look at very limited IPMC adoption for definition of dangerous and process for resolution/abatement. The 2018 International Property Maintenance Code (IPMC) is much more robust and well defined code for dangerous buildings and modeled after 1997 ICBO Dangerous Building Code. Recommend narrow adoption of dangerous building definition portions of IPMC. Division policy may be appropriate further define process for resolving dangerous building issues. OSSC CH 2 Definition: DANGEROUS. Any building, structure or portion thereof that meets any of the conditions described below shall be deemed dangerous: 1. The building or structure has collapsed, has partially collapsed, has moved off its foundation or lacks the necessary support of the ground. 2. There exists a significant risk of collapse, detachment or dislodgment of any portion, member, appurtenance or ornamentation of the building or structure under service loads.
	3	Fire safety during construction.	y	y	n	OSSC Section 3302.3 Fire Safety During Construction (not adopted, removed, need to add back) Refers reader to the Fire code which is appropriate. See notes below in Chapter 33 section.
	4	Demolition.	y	y	n	OSSC Section 3303

Item #	Code Ref #	Language or Code Section	Previously Adopted	Should Adopt	Modification Needed	Notes, Rationale, or Proposed Modification
	5	Protection of adjoining property.	y	y	n	OSSC Section 3307
	6	Temporary use of streets, alleys and public property.	y	y	n	OSSC Section 3308
	7	Encroachments into the public way.	y	y	n	OSSC CH 32
	8	Retaining walls that do not provide safeguards for the users of buildings; and do not support a regulated building or required accessible parking; and do not retain material, which if not restrained, could impact a regulated building.	y	y	n	Straight code applies, no further references needing adoption
	9	Fences.	y	y	n	Straight code applies, no further references needing adoption. May need to add exemption for 6' or less in height fences. Ensure this aligns with zoning/development code.
	10	Tanks that are located exterior to and not attached to or supported by a regulated building.	y	y	n	Straight code applies, no further references needing adoption
	11	Cellular phone, radio, television and other telecommunication and broadcast towers that are not attached to or supported by a regulated building.	y	y	n	Straight code applies, no further references needing adoption
	12	Flagpoles not attached to or supported by a regulated building.	y	y	n	Straight code applies, no further references needing adoption. Flag poles exempt from a permit less than 30' in height. Ensure this aligns with zoning/development code.
	13	Signs not attached to or supported by a regulated building	y	y	y	Adopt OSSC Appx H, Signs. Permit exemptions are in the Wilsonville Code Section 4.156. Ensure this aligns with zoning/development code.
	14	Floating structures.	y	y	n	Straight code applies, no further references needing adoption
	15	Docks.	y	y	n	OSSC Section 455, 903.2.11.7
	16	Fixed piers or wharves with no superstructure.	y	y	n	OSSC Section 455, 903.2.11.7
	17	Equipment shelters not intended for human occupancy with a building area 250 square feet or less, designated as Risk Category I or II.	y	y	n	Straight code applies, no further references needing adoption
	18	Administration and implementation of a National Flood Insurance Program (NFIP). (Note: Out of order)	y	y	n	Adopt outright by reference. See Note for OSSC Appx G. Need adoption so building code would regulate the construction of structures in the floodplain. Also Section 1612 addresses flood loads from a structural design perspective.
	19	Transitional housing accommodations.	n	y	n	Survey of BO's = Not sure what this is. The code does not use this terminology. BCD has not clarified. Perhaps housing for homeless to transition into regular housing. There are no standards for this. Have used OSSC Section 108 to provide temporary permit for housing in churches, offices, etc. Residential code has tiny house provisions coming (Appx Q).
	20	Matters not encompassed by this code. (Note: Different wording)	y	y	n	Survey of BO's = Not sure what this is. Not sure what this would entail. BCD has not clarified. Code is already very comprehensive.
3	OSSC Section 101.2.1, Appendices - OPTIONAL Local Add Back					
		Appendix A, "Employee Qualifications."	n	n		HR handles this via Job Description
		Appendix B, "Board of Appeals."	n	n		calls for 5 member board. Language/process incomplete. Our new code is better.
		Appendix D, "Fire Districts."	n	n		TVFR already handles this
		Appendix F, "Rodent proofing."	n	n		code already requires rodent proofing (foundation screens)
		Appendix G, "Flood-resistant Construction."	n	n		WC CH4, Section 4.172 Covers Floodplain Regulations
		Appendix H, "Signs."	n	y	y	Need to Add: OSSC Appendix H is adopted except for the following: 1) Delete Section H101.2. Refer reader to Wilsonville Development Code Section 4.156 for work exempt from a permit. 2) Delete Section H104. This is not a construction standard. Explanation: Signs were one of the items removed from OSSC Section 101.2 Scope. OSSC Appendix H is intended to provide structural and life-safety standards for signs. This chapter will dovetail with the Wilsonville Sign Code found in WC 4.156.

Item #	Code Ref #	Language or Code Section	Previously Adopted	Should Adopt	Modification Needed	Notes, Rationale, or Proposed Modification
		Appendix J, "Grading."	y	y	y	<p>Need to Add: OSSC Appendix J is adopted except for the following:</p> <p>1) Section J103.2 Exemptions. Delete items 1 & 2.</p> <p>2) Section J103.2 Add: 1. Fifty (50) cubic yards, or One (1) foot of depth for fill. 2. Deleted. (Explanation: Previous Appx Ch 33 language - commonly used in trades).</p> <p>3) Section J109 Drainage. Add language: J109.5 Drainage. Drainage shall be provided as required by the geotechnical evaluation. The design and construction shall be in accordance with the applicable requirements of the Oregon Plumbing Specialty Code and City of Wilsonville Engineering Standards. Drainage discharge shall be to an <i>approved</i> location.</p> <p>4) Section J110 Erosion Control. Delete entire section except a statement in J110.1 to add: J110.1 General. Erosion Control measures shall be installed and maintained in accordance with Wilsonville Engineering Standards for Erosion Prevention and Sediment Control requirements for the duration of a project. (Explanation: Appendix J is traditionally how we regulate the excavation, grading, and fill of soils. In previous editions of the code this was Appendix Chapter 33. Erosion Control standards are set by the Engineering Division).</p>
		Appendix D, "Tsunami Loads."	n	n		Not located in a Tsunami Zone
4 Outright Section Adoptions without Modification						
	105	Permits				Not necessary to adopt beyond the adoption of the OSSC. By virtue of adopting the OSSC, this section applies to all permitted activity.
	107	Submittal Documents				See note on OSSC Section 105
	108	Temporary Structures and Uses				See note on OSSC Section 105
	109	Fees				See note on OSSC Section 105
	110	Inspections				See note on OSSC Section 105
	112	Service Utilities				BCD Removed. Need to add back: OSSC Section 112 Service Utilities is adopted along with the corresponding 2018 IBC Section. Explanation: This section provides the Building Official with regulatory framework to require a permit prior to connecting utilities. Also allows for disconnecting utilities in the event of a natural disaster, or dangerous building condition. Provides notice requirements to owners or occupants.
	116	Unsafe Structures or Equipment				BCD Removed. Need to add back: OSSC Section 116 Unsafe Structures or Equipment, is adopted along with the corresponding 2018 IBC Section. Explanation: This section provides a very brief and general description circumstances that are unsafe or dangerous. Language is very subjective and not well defined. It provides a very basic means to order correction and remedy of circumstances through notice and order. Adoption of 2018 International Property Maintenance Code (IPMC) is much more robust and well defined code for dangerous buildings. Recommend adopting dangerous building portions of IPMC.
	905	Standpipe Systems				BCD Removed. Need to add back: OSSC Section 905 Standpipe Systems, is adopted along with the corresponding 2018 IBC Section. Installations of standpipe systems shall conform to the 2019 NFPA 14 Standard for the Installation of Standpipe and Hose Systems. Explanation: It remains unclear why BCD removed this from the code. BCD maintains that installation of certain fire department facilities are under authority for the Fire Department. However, the Fire Department does not have a permitting mechanism or staff capacity to regulate the construction of structures or their firefighting appurtenances such as FDC's, Sprinklers, Alarms, Standpipes, Private Fire Service Mains, etc. This has traditionally been permitted and inspected through the Building Department. Locally, staff coordinates all reviews with TVFR as a courtesy. Adoption of this section will continue current practice which works well. Same rationale applies for 906 and 912.
	906	Portable Fire Extinguishers				BCD Removed. Need to add back: OSSC Section 906 Portable Fire Extinguishers, is adopted along with the corresponding 2018 IBC Section. Explanation: See Explanation in section 905.

Item #	Code Ref #	Language or Code Section	Previously Adopted	Should Adopt	Modification Needed	Notes, Rationale, or Proposed Modification
	912	Fire Department Connections				BCD Removed. Need to add back: OSSC Section 912 Fire Department Connections, is adopted along with the corresponding 2018 IBC Section. Installations of fire department connections, including private fire service mains, shall conform to the 2019 NFPA 24 Standard for the Installation of Private Fire Service Mains and Their Appurtenances. Explanation: See Explanation in section 905.
	31	Chapter 31 Special Construction				BCD Removed numerous sections from Chapter 31 by virtue of not adopting them in Section 101.2 Scope (the list of 26 items). Rather than list each section, just adopt the entire chapter. Need to add back: OSSC Chapter 31, Special Construction, is adopted along with the corresponding 2018 IBC Section. Explanation: As noted above. In addition, this section contains regulatory provisions for: membrane structures, temporary structures, pedestrian walkways, awnings, signs, marquees, towers, vehicle gates, greenhouses, and solar energy systems. This is sort of a
	32	Chapter 32 Encroachments Into the Public Right of Way				BCD Removed numerous sections from Chapter 32 but provided option for local adoption. Rather than list each section, just adopt the entire chapter. Need to add back: OSSC Chapter 32, Encroachments Into the Public Right of Way, is adopted along with the corresponding 2018 IBC Section. Explanation: As noted above. In addition, this section contains regulatory provisions for regulating encroachments into the ROW such as basements, awnings, balconies, architectural features, etc.
NOTE: Chapter 33 is titled Safeguards During Construction. Many sections have been removed. The following need to be adopted locally to add back:						
	3302.3	Fire Safety During Construction				BCD Removed. Need to add back: OSSC Section 3302.3 Fire Safety During Construction, is adopted along with the corresponding 2018 IBC Section. Also add: A new subsection to 3302.3 to deal with tall wood buildings under construction to provide security fencing, guard service, or video surveillance. See exhibit for new language being added.
	3303	Demolition				BCD Removed. Need to add back: OSSC Section 3303 Demolition, is adopted along with the corresponding 2018 IBC Section. Explanation: This section provides several necessary regulatory requirements for demolitions to protect the public and avoid abandonment of a site or leaving in such a state as to then become a public nuisance or hazard.
	3307	Protection of Adjoining Property				BCD Removed. Need to add back: OSSC Section 3307 Protection of Adjoining Property, is adopted along with the corresponding 2018 IBC Section. Explanation: This section causes the developer to consider potential impacts to adjoining properties and requires protective measures for avoiding damage to property or endangering life. This section also requires the contractor to provide notice to adjoining properties.
	3308	Temporary Use of Streets, Alleys, and Public Property				BCD Removed. Need to add back: OSSC Section 3308 Temporary Use of Streets, Alleys, and Public Property, is adopted along with the corresponding 2018 IBC Section. Explanation: Often construction staging is extremely challenging on constrained sites. This provides options for the Building Official to allow temporary staging to facilitate the project, while still maintaining emergency Fire Department access and public access.
	3309	Fire Extinguishers				BCD Removed. Need to add back: OSSC Section 3309 Fire Extinguishers, is adopted along with the corresponding 2018 IBC Section. Explanation: Fire extinguishers need to be available during construction for workers to extinguish fires while still small and able to be controlled. This section adds back a requirement for extinguishers in critical locations during construction.
	3311	Standpipes				BCD Removed. Need to add back: OSSC Section 3311 Standpipes, is adopted along with the corresponding 2018 IBC Section. Installations of standpipe systems shall conform to the 2019 NFPA 14 Standard for the Installation of Standpipe and Hose Systems. Explanation: Fire standpipes are one of several tools available for firefighters to assist in fighting fires within a structure. This code adoption adds it back and points to the applicable NFPA Standard for installation.
	3313	Water Supply for Fire Protection				BCD Removed. Need to add back: OSSC Section 3313 Water Supply for Fire Protection, is adopted along with the corresponding 2018 IBC Section. Explanation: This section requires firefighting water supply to be available prior to beginning combustible construction.

Item #	Code Ref #	Language or Code Section	Previously Adopted	Should Adopt	Modification Needed	Notes, Rationale, or Proposed Modification
	3314	Fire Watch During Construction				BCD Removed. Need to add back: OSSC Section 3314 Fire Watch During Construction, is adopted along with the corresponding 2018 IBC Section. Explanation: This section gives authority for the Fire Marshal to require a fire watch on new construction when the height reaches 40 feet.
5 Modified Sections - NEED TO ADD						
	104.1	The Building Official shall not have power to waive the code.	n	n	y	Need to add: OSSC Section 104.1 Waiver. The Building Official shall not have power to waive the code. Explanation: Oregon BCD has recently added to the Building Official, the power to waive code requirements. There are numerous legal issues, potential inequalities, and potential liabilities with code officials having power to outright waive the code. The rationale for BCD changing this language is not understood and counter to all previous editions of the code.
	105.2	Work Exempt from a Permit (additional exempt items)				Need to add to OSSC Section 105.2 Work Exempt from a Permit, Numbers 11, 12, 13, 14, and 15, as noted. Explanations are below.
		11. Flag poles not over 30 feet in height.	y	y		Adding back under Scope 101.2. Plus adding exemption from permits for height to align with Planning requirements.
		12. Fences not over 6 feet in height.	y	y		Adding back under Scope 101.2. Plus adding exemption from permits for height. Aligns with Planning requirements.
		13. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.	y	y		Adding back under Scope 101.2. Previously all retaining walls were regulated. Significant risk of property damage and life-safety risk from failing retaining wall design and installation without review and inspections. Adding exemption for permits back in 105.2.
		14. Water tanks supported directly on grade if the capacity is not greater than 5,000 gallons (18,925 L) and the ratio of height to diameter or width is not greater than 2:1.	y	y		Adding back under Scope 101.2. Previously all tanks were regulated. Adding back. Significant risk of property damage and life-safety risk from tank installation failure. Seismic anchorage, tank materials, support structures, hazardous materials storage, piping, containment, location on property, height, access, fire protection, etc., - all items that should be reviewed and inspected.
		15. Signs: See Wilsonville Development Code Section 4.156 for work exempt from a permit.	y	y		Adding back under Scope 101.2. Aligns with Planning requirements.
	901.1	Private Fire Hydrants and Private Fire Lines - Chapter 9: Fire Protection and Life-Safety Systems. 901.1 Scope - <i>As noted in the code:</i> Fire department access, fire-fighting water supply and fire hydrants are no longer part of the state building code.	y	y		BCD Removed. Need to add back: OSSC Section 901.1 Private Fire Hydrants and Private Fire Lines, is adopted along with the corresponding 2018 IBC Section. Installations of fire department connections, including private fire service mains, shall conform to the 2019 NFPA 24 Standard for the Installation of Private Fire Service Mains and Their Appurtenances. Explanation: With BCD removal from the code, private fire hydrants and private lines are no longer regulated by any authority per TVFR. This is very problematic. Buildings which rely on private fire systems would have no installation, plan review, or inspection oversight to ensure the firefighting infrastructure is correctly installed and maintained. Should locally adopt NFPA 24, 2019 ed. Reference as an alternative installation standard to a public hydrant system.
		END				

RESOLUTION NO. 2783

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING SETTLEMENT AND DISMISSAL OF LAND USE BOARD OF APPEALS CASE NO. 2019-058.

WHEREAS, on or about June 7, 2019, the City of Wilsonville (City) filed an appeal with the Land Use Board of Appeals (LUBA) of a Washington County (County) land use decision, authorizing a Contractor's Establishment to be outside of the City limits, within Washington County but adjoining the City's Garden Acres Road. The appeal was based on, among other things, the County's failure to require a road dedication from the applicant, needed to widen Garden Acres Road, formerly in County jurisdiction but now under City jurisdiction; and

WHEREAS, the applicant for the Contractor's establishment, C&L Lang LLC and Jim Lang (Applicant-Intervenor), intervened in the LUBA appeal, objecting to the City's appeal of the County decision; and

WHEREAS, the City worked with the Applicant-Intervenor and the County to resolve the dispute by agreeing to dismiss the LUBA appeal if the Applicant would agree to dedicate the right-of-way needed by the City, along with an adjoining Public Utility Easement; and

WHEREAS, City Council authorized the City Attorney to negotiate a Settlement with the Applicant-Intervenor to that effect; and

WHEREAS, the Applicant-Intervenor has signed and placed into escrow the Dedication Deed for the right-of-way and the Public Utility Easement, both of which will be recorded as soon as the Applicant-Intervenor obtains final approvals from the County, per the Settlement Agreement, and the City dismisses the LUBA appeal.

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

1. The City Attorney is authorized to dismiss the LUBA appeal in consideration of the Dedication Deed for the right-of-way and the granting of the Public Access Easement.
2. This Resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 16th day of December 2019, and filed with the Wilsonville City Recorder this date.

TIM KNAPP, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: December 16, 2019	Subject: Ordinance No. 839 – 2nd Reading An Ordinance of the City of Wilsonville Repealing and Replacing Wilsonville Code Chapter 9 – Structures; and Declaring an Emergency. Staff Member: Dan Carlson, Building Official and Amanda Guile-Hinman, Assistant City Attorney Department: Building/Legal	
Action Required	Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: December 2, 2019 <input checked="" type="checkbox"/> Ordinance 1 st Reading Date: December 2, 2019 <input checked="" type="checkbox"/> Ordinance 2 nd Reading Date: December 16, 2019 <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: Adoption of a new Chapter 9 of the Wilsonville Code concerning structures, otherwise referred to as the Building Code.	
Staff Recommendation: Staff recommends that Council adopt Ordinance No. 839 on second reading.		
Recommended Language for Motion: I move to approve Ordinance No. 839 on second reading.		
Project / Issue Relates To:		
<input type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input checked="" type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

Whether to adopt a new Chapter 9 of the Wilsonville Code (“WC”) regulating structures within the City of Wilsonville (commonly referred to as the Building Code). The Ordinance with the proposed Chapter 9 (inclusive of changes made since the last published version of Chapter 9) is attached hereto as **Attachment A**.

EXECUTIVE SUMMARY:

The Oregon Building Codes Division (“BCD”), a division of the Oregon Department of Consumer and Business Services (the “Department”) is responsible for adopting statewide building codes that local jurisdictions must apply for structures constructed within their jurisdiction. Pursuant to Oregon Revised Statutes (ORS) 455.020(1), the Department is required to create uniform building codes for the state. Under ORS 455.020(4), local jurisdictions may enact regulations to administer the state building code, but does not allow for local jurisdictions to adopt regulations that are expressly withheld or otherwise provided for by statute. In other words, local jurisdictions can adopt regulations as long as they are not contrary to or prohibited by the published state building code.

1. Overview of Proposed Chapter 9

Effective October 1, 2019, BCD amended its Oregon Structural Specialty Code (“2019 OSSC”), though the 2019 OSSC was not published until mid-October 2019. As part of the updates in the 2019 OSSC, BCD removed statewide regulations of twenty-six (26) structures based on a new legal interpretation from its legal counsel of ORS 455.020.

BCD now relies on ORS 455.020(4) to allow local jurisdictions to adopt their own regulations for twenty (20) unregulated structures. To ensure that structures within the City continue to be constructed safely and in accordance with generally accepted construction standards, it is necessary to adopt local regulations for some of the now unregulated structures.

In addition to the changes in the 2019 OSSC, there are other aspects of Chapter 9 that should be addressed. Currently, Chapter 9 essentially only adopts the current state building codes and also codifies building fees. It does not outline the duties and authority of the Building Official or provide for any review process of decisions made by the Building Official. Importantly, House Bill 2001 (2019) requires the City to have a local appeals board for certain decisions made by the Building Official, which the proposed Chapter 9 includes. Much of the proposed Chapter 9 comes from the City of Corvallis because the City’s Building Official helped develop Corvallis’s building code while he served as Building Official. City staff also reviewed building codes of Tualatin, Tigard, Lake Oswego, West Linn, Canby, and Portland as part of redrafting Chapter 9. Below is a summary of the proposed provisions in Chapter 9.

Section	Description	Explanation
General	Provides title, purpose, scope, and definitions for Chapter.	Current Chapter 9 does not provide an explanation of the purpose or scope of Chapter 9 or even explain that it is the City’s Building Code.
Powers and Duties of Building Official	Grants the Building Official certain authority to enter buildings, issue stop work orders, cite violators of the building code, among other duties and responsibilities.	There are several official powers that are necessary for the Building Official to carry out the duties of the position that are not currently in Chapter 9. For example, Chapter 9 does not provide for the Building Official a right of entry when the building violates the Building Code. There is new power in the state code for the Building Official to waive the code which needs to be removed.

Section	Description	Explanation
Construction Documents and Permits	Explains how an application is reviewed, when it is approved, and how inspections are handled, among other provisions.	The permit application process is not currently contained in the City’s building code and does not outline the rules regarding suspending or revoking a permit or transferring a permit.
Building Codes and Fees	This section states that building codes and fees will be adopted by resolution, which will allow for more nimbleness when state building codes, laws, and interpretations change.	Current Chapter 9 codifies state building codes and the City’s building fees. This makes it difficult to update building codes when the state adopts new codes and also means that codes and fees become outdated and local building code becomes preempted by new state codes.
Violations	Gives the building official authority to fine individuals who violate the building code (outside the regular permit process) and an appeal process to challenge the fine.	The current Chapter 9 does have a penalties section, but states that the punishment is a Class A misdemeanor while only imposing a fine of between \$10 and \$50. A civil penalty, as opposed to a criminal charge is a more appropriate remedy (if criminal activity did occur, an individual can be charged under state or federal laws). Civil penalty is through a progressive civil penalty process where the civil penalty is commensurate with the level of violation.
Board of Appeals	Creates a Board of Appeals to hear appeals regarding the Building Official’s interpretation of technical building code standards.	The City does not currently have a Board of Appeals to hear appeals regarding the Building Official’s interpretation of technical building code standards. HB 2001 requires that the City create a local board of appeals, but it is not yet in effect.
Severability	Ensures that if one part of the Chapter is deemed invalid, the remainder of the Chapter is intact.	The current Chapter 9 does not have a severability clause.

2. Changes Since December 2 Council Meeting

At the December 2 Council meeting, staff provided the Council with a redline of the proposed Chapter 9. That redline is attached hereto as **Attachment B**. The redline changes seek to clarify certain provisions of the proposed Chapter 9 as follows:

- Clarifying applicability only to those structures regulated by the Building Code
- Clarifying “receipt” of notices when mailed/personally delivered
- Encouraging new technologies and design
- Encouraging voluntary corrections of violations
- Clarifying time frames for denying appeals
- Correcting minor scrivener errors

EXPECTED RESULTS:

Clearer authority and responsibilities of the City Building Official, a Board of Appeals consistent with the requirements of HB 2001, and easier means of updating the Building Code and building fees.

TIMELINE:

The public hearing for Ordinance No. 839 was held on December 2, 2019. At that time, the Council elected to keep the record open for further public testimony regarding the proposed redline changes to the Ordinance. A second reading is scheduled for December 16, 2019. Staff recommend declaring an emergency so that Ordinance No. 839 is effective January 1, 2020 since the 2019 OSSC is fully effective January 1, 2020. At the December 16, 2019 meeting, staff will also present Resolution Nos. 2779 and 2780 for the adoption of specific statewide building codes and fees pursuant to the proposed Sections 9.300 through 9.380.

CURRENT YEAR BUDGET IMPACTS:

N/A

FINANCIAL REVIEW / COMMENT:

Reviewed by: KAK Date: 11/27/2019

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 12/10/2019

Recall the record from First Reading has been kept open to allow adequate time for public comment and further Council review based on the fact that a revised Ordinance was presented at First Reading

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Providing the local regulations will ensure that structures continue to meet accepted safety standards.

ALTERNATIVES:

Default to the regulations in 2019 OSSC or adopt the 2014 OSSC Chapter 1, though there are inherent risks with both options. Simply adopting the 2019 OSSC will mean that several types of buildings and structures will no longer be regulated and inspected by City building staff. Adopting the 2014 OSSC Chapter 1 means that there will be provisions that the City may be enforcing that it is not entitled to enforce under the 2019 OSSC.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

- A. Ordinance No. 839 with proposed Chapter 9 (as further revised)
- B. Redline of proposed Chapter 9 showing revisions

ATTACHMENT

ORDINANCE NO. 839

AN ORDINANCE OF THE CITY OF WILSONVILLE REPEALING AND REPLACING WILSONVILLE CODE CHAPTER 9 – STRUCTURES; AND DECLARING AN EMERGENCY.

WHEREAS, the Oregon Building Codes Division (“BCD”) administers Oregon’s Statewide Building Code, which the City of Wilsonville has adopted as its local building code; and

WHEREAS, the BCD published its 2019 Oregon Structural Specialty Code, effective October 1, 2019, which governs building structures other than structures regulated under BCD’s Residential Specialty Code; and

WHEREAS, the City has the authority under ORS 455.020(4) and Section 101.2 of the 2019 Oregon Structural Specialty Code to enact certain building code regulations to supplement the Statewide Building Code; and

WHEREAS, 2019 Oregon Structural Specialty Code no longer regulates twenty-six (26) structures or equipment based on BCD’s new interpretation of ORS 455.020(1) relating to the scope of the statewide specialty codes; and

WHEREAS, for administering a local code program, the City has previously relied upon the Chapter 1 administrative provisions found in the statewide specialty codes; and

WHEREAS, having a consistent local administrative chapter is intended to provide for consistent application of all adopted specialty codes; and

WHEREAS, the City of Wilsonville desires to repeal and replace Wilsonville Code Chapter 9 – Structures, to adopt and supplement the 2019 Oregon Structural Specialty Code and to provide appropriate processes for administering and enforcing the City’s building regulations; and

WHEREAS, the BCD has provided a grace period until January 1, 2020 for local jurisdictions to adopt the 2019 Oregon Structural Specialty Code, thereby requiring the City to adopt and supplement the 2019 Oregon Structural Specialty Code by January 1, 2020; and

WHEREAS, BCD denied a request from the Oregon Building Officials Association to extend the grace period to July 1, 2020; and

WHEREAS, failure to adopt local regulations concerning the now-omitted structures and equipment prior to January 1, 2020 means the City cannot regulate or inspect those structures and equipment beginning on January 1, 2020; and

WHEREAS, House Bill 2001 (2019) (“HB 2001”) requires jurisdictions to establish a local appellate process for denials of applications to convert single-family dwellings into four or fewer residential dwelling units; and

WHEREAS, the City of Wilsonville does not currently have a local board of appeals to hear appeals regarding technical determinations by the Building Official or appeals as required under HB 2001.

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

1. The above recitals are incorporated by reference as if fully set forth herein.
2. Wilsonville Code Chapter 9 – Structures is repealed and replaced with Attachment 1, attached hereto and incorporated by reference as if fully set forth herein.
3. This Ordinance being necessary for the immediate preservation of the public peace, health, and safety, an emergency is declared to exist and this Ordinance shall be in full force and effect on January 1, 2020.
4. The City Recorder shall conform these amendments to the City’s code format and correct any scrivener’s errors.

SUBMITTED to the Wilsonville City Council and read for the first time at a regular meeting thereof on the 2nd day of December, 2019, and scheduled for a second reading at a regular meeting of the Council on December 16, 2019 commencing at the hour of 7 p.m. at the Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon.

Kimberly Veliz, City Recorder

ENACTED by the City Council on the ____ day of _____, 2019, by the following votes: Yes: _____ No: _____

Kimberly Veliz, City Recorder

DATED and signed by the Mayor the ____ day of _____, 2019.

TIM KNAPP, MAYOR

SUMMARY OF VOTES:

Mayor Knapp
Council President Akervall
Councilor Lehan
Councilor West
Councilor Linville

ATTACHMENTS: Attachment 1 – Wilsonville Code Chapter 9 - Structures

WILSONVILLE CODE

CHAPTER 9 – STRUCTURES

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- 9.510 Appeal Procedure
- 9.520 Filing Parties

SEVERABILITY

- 9.600 Severability

WILSONVILLE CODE

GENERAL

9.000 Title. These regulations shall be known as the “City of Wilsonville Building Code,” may be cited as such, and will be referred to herein as “the Building Code.”

9.010 Purpose. The purpose of the Building Code is to establish minimum uniform performance standards providing a reasonable level of safety, public health and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire, explosion and other hazards, and to provide a reasonable level of safety to fire fighters and emergency responders during emergency operations.

9.020 Scope and Application.

(1) Except for buildings, structures, or appurtenances that are otherwise exempt or not included in the Building Code, the Building Code shall apply to the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures, except those located in a public way, or work associated with hydraulic flood control structures or public utility poles and towers.

(2) Where, in any specific case, different sections of the Building Code specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

(3) Where, in any specific case, there is a conflict between the Building Code and any Oregon Revised Statute, the statute shall govern. The provisions of this Building Code shall not be deemed to nullify any provisions of local, state or federal law.

(4) If, in a specific case, there is a conflict between the administrative procedures of this chapter and a given code, the procedures within the Building Code shall govern. If, in a specific case, there is a conflict between the technical provisions of this chapter and a given code, the provisions within that code shall govern.

(5) When a particular Oregon state building code indicates the state requirements apply unless specifically amended by a local municipality under ORS 455.020, the City of Wilsonville’s Building Code will take precedence. Please refer to the City’s resolutions adopted in accordance with Sections 9.300 through 9.370 below.

9.030 Definitions. For purposes of this Chapter 9, the following terms are defined as follows:

(1) “Board of Appeals” means the Board of Appeals established under Section 9.500 through 9.520 herein.

(2) “Building Official” means the Building Official of the City of Wilsonville, or the

Building Official's duly authorized representative.

(3) "Business Days" means days of the week excluding Saturdays, Sundays, and legal holidays observed by the City.

(4) "City Council" means the City of Wilsonville City Council.

(5) "City Manager" means the City Manager of the City of Wilsonville, or the City Manager's duly authorized representative.

(6) "Community Development Director" means the Community Development Director of the City of Wilsonville, or the Community Development Director's duly authorized representative.

(7) "Construction Documents" means written, graphic and pictorial documents prepared or assembled for describing the design, location and physical characteristics of the elements of a project necessary for obtaining a Permit.

(8) "Demolition" means the complete destruction or removal of a structure (including garages), or the removal of more than 50% of the perimeter walls. Non-habitable non-historic accessory structures 200 square feet or less are exempt from this definition.

(9) "Permit" means a building, mechanical, plumbing, grading, demolition, or other associated permit issued by the Building Official for activities identified in the scope.

(10) "Receipt" means the earliest of the following:

(a) If served by personal delivery, the date of the letter, notice, or order

(b) If served by certified or registered mail, return receipt requested, three (3) days after the date of the letter, notice, or order;

(c) If served by first class mail, three (3) days after the date of the letter, notice, or order; or

(d) If served by email, the date of a response email to the letter, notice, or order.

POWERS AND DUTIES OF BUILDING OFFICIAL

9.100 In General.

(1) The Building Official s authorized to enforce all of the provisions of the Building Code.

(2) The Building Official has the power to render written and oral interpretations of

the Building Code and to adopt and enforce administrative procedures in order to clarify the application of its provisions. Such interpretations, rules, and regulations shall be in conformance with the intent and purpose of the Building Code, and shall not have the effect of waiving requirements specifically provided for in the Building Code.

(3) **Liability.** The Building Official, members of the Board of Appeals, and/or any employee charged with the enforcement of this Building Code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this Building Code or other pertinent law or ordinance, shall not thereby be civilly or criminally rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties.

(4) **Legal Defense.** Any suit or criminal complaint instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this Building Code shall be defended by legal representatives of the City until the final termination of the proceedings. The Building Official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this Building Code.

9.110 Deputies. The Building Official has the authority to appoint a deputy building official, the related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the Building Official to carry out the functions of the Building Code and to enforce the Code.

9.120 Right of Entry. Where it is necessary to make an inspection to enforce the provisions of this Building Code, or where the Building Official has reasonable cause to believe that there exists in a structure or on a premises a condition that is contrary to or in violation of this Building Code that makes the structure or premises unsafe, dangerous or hazardous, the Building Official is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this Building Code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the Building Official shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the Building Official shall have recourse to the remedies provided by law to secure entry.

9.130 Stop Work Orders.

(1) Whenever any work is being done contrary to the provisions of the Building Code (or other pertinent laws or ordinances implemented through its enforcement), the Building Official may order the work stopped by notice in writing served on any person(s) engaged in the doing or causing of such work to be done. Such person(s) shall stop such work until specifically authorized by the Building Official to proceed thereafter.

(2) Any person who continues any work after having been served with a stop work

order, except such work as that person is directed to perform to remove a violation or unsafe condition, is subject to the penalties of Sections 9.400 through 9.430 herein.

9.140 Authority to Disconnect Utilities in Emergencies. The Building Official or the Building Official's authorized representative shall have the authority to disconnect fuel-gas utility service, and/or other energy supplies to a building, structure, premises, or equipment regulated by the Building Code when necessary to eliminate an immediate hazard to life or property. The Building Official shall, whenever possible, notify the serving utility, the owner, and the occupant of the building, structure, or premises of the decision to disconnect prior to taking such action, and will notify such serving utility, owner and occupant of the building, structure or premises in writing of such disconnection within a reasonable time thereafter.

9.150 Authority to Abate Hazardous Equipment.

(1) When the Building Official ascertains that equipment, or any portion thereof, regulated by the Building Code has become hazardous to life, health, or property, the Building Official may order the equipment either removed from its location or restored to a safe and/or sanitary condition, as appropriate. The notice must be in writing and contain a fixed time limit for compliance. Any person who uses the defective equipment after receiving the notice is subject to the penalties of Sections 9.400 through 9.430 herein.

(2) When equipment or an installation is to be disconnected, written notice of the disconnection (and causes therefor) must be given within 24 hours to the involved utility and also the owner and/or occupant of the building, structure, or premises. When equipment is maintained in violation of the Building Code and in violation of a notice issued pursuant to the provisions of this section, the Building Official may institute such action as the Building Official deems necessary to prevent, restrain, correct or abate the violation, including, but not limited to issuing civil penalties; declaring the building, structure, or premises dangerous; and denying entry.

9.160 Connection after Order to Disconnect. No person shall make a connection to or from an energy, fuel, or power supply to any equipment regulated by the Building Code which has been disconnected or ordered disconnected or discontinued by the Building Official until the Building Official specifically authorizes the reconnection and/or use of such equipment.

9.170 Occupancy Violations. Whenever any building, structure or equipment therein regulated by the Building Code is used contrary to the provisions of the Building Code, the Building Official may order such use discontinued and the structure (or portion thereof) vacated and provide such order through written notice to the owner, occupant, and/or user of the building, structure, or equipment. All persons using the structure (or portion thereof) shall discontinue the use within the time prescribed by the Building Official in the notice and make the structure, or portion thereof, comply with the requirements of the Building Code. Structures that are altered, modified, or repaired without the benefit of Permits, for purposes of adding rooms for tenants, shall be considered as occupancy violations and subject to the penalties of Section 9.400 through 9.430 herein.

9.180 Unsafe Buildings. When the Building Official ascertains that a building, structure, or premises, or any portion thereof, regulated by the Building Code is a public nuisance or otherwise has become hazardous to life, health, or property, the Building Official may order abatement by repair, rehabilitation, Demolition, or removal in accordance with the procedures set forth in the Building Code or such alternate procedures as may have been or as may be adopted by the City or the Building Official. As an alternative, the Building Official may institute any other appropriate action to prevent, restrain, correct or abate the violation.

9.190 Appeal of Administrative Decision or Rule. Appeals of administrative decisions or administrative rules of the Building Official under this Section 9.100 through 9.180 are made to the City Manager pursuant to Sections 9.400 through 9.430.

CONSTRUCTION DOCUMENTS AND PERMITS

9.200 Issuance.

(1) The application, Construction Documents, and other data filed by an applicant for a Permit shall be reviewed by the Building Official. Such Construction Documents may be reviewed by other departments of the City to verify compliance with any applicable laws under their jurisdiction. If the Building Official finds that the work described in an application for a Permit and the Construction Documents and other data filed therewith conform to the requirements of the Building Code and other pertinent laws and ordinances, and that the fees have been paid, the Building Official shall issue a Permit therefore to the applicant.

(2) Approval. When the Building Official issues the Permit where Construction Documents are required, the Building Official shall endorse in writing or stamp the Construction Documents as “Reviewed for Code Compliance.” Such endorsement of Construction Documents shall not be changed, modified, and altered without authorizations from the Building Official, and all work regulated by the Building Code shall be done in accordance with the approved Construction Documents.

(3) Partial Permits. The Building Official is authorized to promulgate additional administrative rules and regulations related to the efficient administration and review of partial Permits. Elements for partial Permits shall include but not be limited to deferred submittals, temporary Permits, and phased construction.

(4) Design Professional of Responsible Charge. Where it is required that documents be prepared by a registered design professional, the Building Official shall be authorized to require the owner or the owner's authorized agent to engage and designate on the building permit application a registered design professional who shall act as the registered design professional in responsible charge. If the circumstances require, the owner or the owner's authorized agent shall designate a substitute registered design professional in responsible charge who shall perform the duties required of the original registered design professional in responsible charge. The Building Official shall be notified in writing by the owner or the owner's authorized agent if the registered design professional in responsible charge is changed or is unable to continue to perform the duties. The registered design professional in responsible charge shall be responsible for reviewing

and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building.

(5) Modifications. Where there are practical difficulties involved in carrying out the provisions of this Building Code, the Building Official shall have the authority to grant modifications for individual cases, upon application of the owner or the owner's authorized agent, provided that the Building Official shall first find that special individual reason makes the strict letter of this Building Code impractical, the modification is in compliance with the intent and purpose of this Building Code and that such modification does not lessen health, accessibility, life and fire safety or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the department.

(6) Alternative Materials, Design, and Methods of Construction and Equipment. The City encourages innovative technology and design, and therefore, the provisions of this Building Code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this Building Code, provided that any such alternative has been approved by the Building Official. An alternative material, design or method of construction shall be approved where the Building Official finds that the proposed design is satisfactory and complies with the intent of the provisions of this Building Code, and that the material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this Building Code in quality, strength, effectiveness, fire resistance, sanitation, durability and safety. Where the alternative material, design or method of construction is not approved, the Building Official shall state the reasons why the alternative was not approved.

(7) Research Reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this Building Code, shall consist of valid research reports from approved sources.

(8) Tests. Whenever there is insufficient evidence of compliance with the provisions of this Building Code, or evidence that a material or method does not conform to the requirements of this Building Code, or in order to substantiate claims for alternative materials or methods, the Building Official shall have the authority to require tests as evidence of compliance to be made without expense to the municipality. Test methods shall be as specified in this Building Code or by other recognized test standards. In the absence of recognized and accepted test methods, the Building Official shall approve the testing procedures. Tests shall be performed by an approved agency. Reports of such tests shall be retained by the Building Official for the period required for retention of public records.

9.210 Retention of Construction Documents. One set of approved Construction Documents shall be retained by the Building Official for a minimum period specified by Oregon public records laws. One set of approved Construction Documents shall be returned to the applicant, and the set shall be kept on the site of the building, structure, or worksite at all times during which the work authorized thereby is in progress.

9.220 Validity of Permit.

(1) The issuance or granting of a Permit or approval of Construction Documents cannot be construed to be a Permit for, or an approval of, any violation of any of the provisions of the Building Code or of any other ordinance of the City or any other applicable federal, state, or local law, statute, rule, regulation, or ordinance.

(2) The issuance of a Permit based on Construction Documents and other data does not prevent the Building Official from thereafter requiring the correction of errors in the Construction Documents and other data, or from preventing building operations, such as building inspections, plan reviews, permit issuance, investigations, from being carried on thereunder when in violation of the Building Code or of any other ordinances of this jurisdiction.

(3) The legal occupancy of any structure existing on the date of adoption of the Building Code shall be permitted to continue without change, except as otherwise specifically provided in the Building Code.

(4) The Building Official may adopt administrative procedures regarding Permit and Permit application expirations, extensions, and/or reinstatements.

9.230 Work without a Permit; Investigation Fees.

(1) Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish, change the character or use of the occupancy, or change the occupancy of a building or structure, which is regulated by this Building Code, or to cause any such work to be performed, shall first make application to the Building Official and obtain the required permit.

(2) Whenever any work for which a Permit is required by the Building Code has been commenced without first obtaining the Permit, a special investigation shall be made before a Permit may be issued for such work.

(3) An investigation fee, may be collected whether or not a Permit is then or subsequently issued. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of the Building Code nor from any penalty prescribed by law.

(4) Any person, firm or corporation performing, or found to have performed work, prior to obtaining a Permit where a Permit is required for such work, shall be subject to the penalties of Sections 9.400 through 9.430 herein.

(5) Exception to this Section. The person, firm or corporation is working under a pre-approved process as defined by a specific administrative policy of the Building Official may be excepted from this Section.

9.240 Permit Not Transferable. A Permit issued to one person or firm is not transferable and shall not authorize any other person or firm to perform any work thereunder.

9.250 Suspension or Revocation. The Building Official may, in writing, suspend or revoke a Permit issued under the provisions of the Building Code whenever the Permit is issued in error on the basis of incorrect, inaccurate, or incomplete information supplied, or if its issuance (or activity thereunder) is in violation of any ordinance or regulation of any other provisions of the City Code.

9.260 Inspections.

(1) It shall be the duty of the Permit holder or authorized agent to request all inspections that may be necessary or otherwise required in a timely manner, provide access to the site, and to provide all equipment as may be deemed necessary or appropriate by the Building Official. The Permit holder or applicant shall not proceed with construction activity prior to issuance of a Permit or until receiving specific written authorization to do so by the Building Official. It shall be the duty of the Permit holder to cause the work to remain accessible and exposed for inspection purposes. Any expense incurred by the Permit holder to remove or replace any material required for proper inspection shall be the sole responsibility of the Permit holder.

(2) Work requiring a Permit shall not be commenced until the Permit holder or an agent of the Permit holder has made available on site, a copy of the Permit authorizing such work and supporting documents such as City-approved Construction Documents. The Permit and supporting documents shall be maintained available by the Permit holder until final approval has been granted by the Building Official.

(3) The Building Official shall make the required inspections, or the Building Official shall have the authority to accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The Building Official is authorized to engage such expert opinion as deemed necessary to report on unusual technical issues that arise.

9.270 Demolition Permits. Unless otherwise exempt by the Building Official this section shall apply to Permit applications to demolish structures, and where timely and practicable, shall include the following:

(1) Photos. Electronic photos of each structure proposed for Demolition must be provided to the City at the time of Permit application and prior to any Demolition. The size, quantity, format, resolution, and context of photos shall be set by the Community Development Director. Unless otherwise exempt, photos shall be made available as part of the public record for the structure as required by law.

BUILDING CODES AND FEES

9.300 Purpose. The purpose of Sections 9.310 through 9.380 is to enable the City Council to adopt provisions of its Building Code through resolutions so that the City's Building Code remains current with state and federal requirements, new technologies, and best practices. Adoption of provisions of the Building Code by resolution will allow the City to remain nimble

and flexible to timely respond to changing state and federal laws and regulations.

9.310 Structural Specialty Code. The City’s adoption of a Structural Specialty Code will be by resolution and will be incorporated as part of the Building Code.

9.320 Zero Energy Ready Commercial Code. The City’s adoption of a Commercial Energy Specialty Code will be by resolution and will be incorporated as part of the Building Code.

9.330 Mechanical Specialty Code. The City’s adoption of a Mechanical Specialty Code will be by resolution and will be incorporated as part of the Building Code.

9.340 Residential Specialty Code. The City’s adoption of a Residential Specialty Code will be by resolution and will be incorporated as part of the Building Code.

9.350 Electrical Specialty Code. The City’s adoption of an Electrical Specialty Code will be by resolution and will be incorporated as part of the Building Code.

9.360 Plumbing Specialty Code. The City’s adoption of a Plumbing Specialty Code will be by resolution and will be incorporated as part of the Building Code.

9.370 Fire Code. The City’s adoption of a Fire Code will be by resolution and will be incorporated as part of the Building Code.

9.380 Fees. Permit fees will be adopted by resolution.

VIOLATIONS

9.400 Violations; Penalties; Remedies.

(1) Except for buildings and structures that are otherwise exempt or not included in the Building Code, no person may erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain a building or structure in the City, or cause the same to be done, contrary to or in violation of the Building Code.

(2) Violation of a provision of the Building Code shall be subject to a civil penalty of no less than \$50.00 and not exceeding \$5,000.00 per offense, or in the case of a continuing offense, not more than \$1,000.00 for each day of the offense and shall be processed in accordance with the procedures set forth in Sections 9.410 through 9.430.

(3) Each day that a violation of a provision of the Building Code exists constitutes a separate violation.

(4) The penalties and remedies provided in Sections 9.400 through 9.430 are not exclusive and are in addition to other penalties and remedies available to the City under the City Code, other City ordinance, or Oregon or federal law.

9.410 Authority to Impose Civil Penalty.

(1) In addition to, and not in lieu of, any other enforcement mechanism authorized by the Building Code or the City Code, upon a determination by the Building Official that a person has violated a provision of the Building Code or a rule adopted thereunder, the Building Official may impose upon the violator and/or any other responsible person an administrative civil penalty as provided by subsections (1) to (12) of this Section. For purposes of this subsection, a responsible person includes the violator, and if the violator is not the owner of the building or property at which the violation occurs, may include the owner as well.

(2) The preferred enforcement of the Building Code is for the Building Official to first attempt, if possible, voluntary correction of any violations of the Building Code. Therefore, prior to imposing an administrative civil penalty under this Section, the Building Official may, in the Building Official's discretion, pursue reasonable attempts to secure voluntary correction. If the violator fails to correct the violation, the Building Official may issue a notice of civil violation to one or more of the persons responsible to correct the violation, as well as the owner of the site if the owner is not the violator. Except where the Building Official determines that the violation poses an immediate threat to health, safety, environment, or public welfare, the time for correction shall be not less than five (5) calendar days from Receipt of the notice.

(3) Following the date or time by which the correction must be completed as required by an order to correct a violation, the Building Official shall determine whether such correction has been completed. If the required correction has not been completed by the date or time specified in the order, the Building Official may impose a civil penalty on each person to whom an order to correct was issued.

(4) Notwithstanding subsection (2) above, the Building Official may impose a civil penalty without having issued an order to correct violation or made attempts to secure voluntary correction where the Building Official determines that the violation was knowing or intentional or a repeat of a similar violation.

(5) In imposing a penalty authorized by this Section, the Building Official will consider:

- (a) The person's past history in taking all feasible steps or procedures necessary or appropriate to correct the violation;
- (b) Any prior violations of statutes, rules, orders, and Permits;
- (c) The gravity and magnitude of the violation;
- (d) Whether the violation was repeated or continuous;
- (e) Whether the cause of the violation was an unavoidable accident, negligence, or an intentional act;

- (f) The violator's cooperativeness and efforts to correct the violation; and
- (g) Any relevant rule of the Building Code or the City Code.

(6) The notice of civil penalty shall either be served by personal service or shall be mail by registered or certified mail, return receipt requested. A notice of civil penalty shall include:

- (a) Reference to the particular Building Code provision or rule involved;
- (b) A short and plain statement of the matters asserted or charged;
- (c) A statement of the amount of the penalty or penalties imposed;
- (d) The date on which the order to correct was issued and time by which correction was to be made, or if the penalty is imposed pursuant to subsection (4), a short and plain statement of the basis for concluding that the violation was knowing, intentional, or repeated; and
- (e) A statement of the party's right to appeal the civil penalty to the City Manager.

(7) Any person who is issued a notice of civil penalty may appeal the penalty to the City Manager pursuant to Section 9.420.

(8) A civil penalty imposed hereunder shall become final upon expiration of the time for filing an appeal, unless the responsible person appeals the penalty to the City Manager pursuant to, and within the time limits established by, Section 9.420. If the responsible person appeals the civil penalty to the City Manager, the penalty shall become final, if at all, upon issuance of the City Manager's decision affirming the imposition of the administrative civil penalty.

(9) Except as provided in subsection (10) below, failure to pay a penalty imposed hereunder within ten (10) calendar days after the penalty becomes final as provided in subsection (8) shall constitute a separate and additional violation of the Building Code. Each day the penalty is not paid thereafter shall constitute a separate violation. The Building Official also is authorized to collect the penalty by any administrative or judicial action or proceeding authorized by subsection (11) below, other provisions of the City Code, or Oregon statutes. The civil administrative penalty authorized by this Section shall be in addition to:

- (a) Assessments or fees for any costs incurred by the City in remediation, cleanup, or abatement; and
- (b) Any other actions authorized by law.

(10) The City Manager may, in the City Manager's sole discretion, suspend the

imposition of additional civil penalties pending the City Manager's decision of an appeal properly submitted pursuant to Section 9.420 herein.

(11) If an administrative civil penalty is imposed on a responsible person because of a violation of any provision of the Building Code resulting from prohibited use or activity on real property, and the penalty remains unpaid thirty (30) calendar days after such penalty became final, the Building Official may assess the property the full amount of the unpaid fine and may enter such an assessment as a lien in the municipal lien docket pursuant to Section 9.430. At the time such an assessment is made, the Building Official shall notify the responsible person and the owner, if different from the responsible person, that the penalty has been assessed against the real property upon which the violation occurred and has been entered in the municipal lien docket. The interest shall commence from the date of entry of the lien in the lien docket.

(12) In addition to enforcement mechanisms authorized elsewhere in the Building Code and the City Code, failure to pay an administrative civil penalty imposed pursuant to this Section will be grounds for withholding issuance of requested Permits or licenses, for issuing a stop work order, if applicable, or revoking or suspending any issued Permits or certificates of occupancy.

9.420 Appeal of Penalty.

(1) A person aggrieved by an action of the Building Official taken pursuant to a section of the Building Code that authorizes an appeal under this Section may, within ten (10) Business Days after the Receipt of notice of the action, appeal in writing to the Building Official. The appeal shall state:

- (a) The name and address of the appellant;
- (b) The nature of the determination being appealed
- (c) The reason the determination is incorrect; and
- (d) What the correct determination of the appeal should be.

(2) Dismissal.

(a) An appellant who fails to file such a statement within the time permitted waives the objections, and the appeal shall be summarily dismissed by the City Manager not later than five (5) Business Days after receipt of the appeal.

(b) If an appellant timely files an appeal, but fails to meet requirements (a) through (d) of subsection (1), the Building Official will notify the appellant in writing the defect(s) of the appeal and allow the appellant five (5) Business Days from Receipt of the notification of defect(s) to correct the defect(s) and resubmit the appeal. If appellant fails to correct the defect(s) and resubmit the appeal within the five (5) Business Days, the appeal shall be summarily dismissed by the City Manager not later than five (5) Business

Days after the date by which the appeal was resubmitted or had to be resubmitted, whichever is earlier.

(3) Upon Receipt of a timely appeal that meets the requirements of subsection (1), the Building Official may prepare a written response brief and provide the response brief to the City Manager and the appellant no less than seven (7) calendar days prior to the hearing date.

(4) If a notice of revocation of a license or Permit is the subject of the appeal, the revocation does not take effect until final determination of the appeal. Notwithstanding this paragraph, an emergency suspension shall take effect upon issuance of, or such other time stated in, the notice of suspension.

(5) Unless the appellant and the City agree to a longer period, an appeal shall be heard by the City Manager within thirty (30) calendar days of the Receipt of the appeal. No later than seven (7) calendar days prior to the hearing, the City shall mail notice of the time and location thereof to the appellant.

(6) The City Manager shall hear and determine the appeal on the basis of the appellant's written statement, the Building Official's response brief, if any, and any additional evidence the City Manager deems appropriate. At the hearing, the appellant may present testimony and oral argument personally or by counsel. The Building Official may also present testimony and oral argument, and may have the City represented by the City Attorney's Office if the appellant is represented by counsel. The rules of evidence as used by courts of law do not apply.

(7) The City Manager will issue a written decision within ten (10) Business Days of the hearing date. The decision of the City Manager after the hearing is final.

(8) Any legal action contesting the City Manager's decision on the appeal must be filed within sixty (60) calendar days of the City Manager's decision. Review of the City Manager's decision shall be by writ of review pursuant to ORS 34.010 to 34.100.

9.430 Lien.

(1) There shall be a lien created and it shall be done in accordance with this Section.

(2) Any fine, assessment, or civil penalty imposed pursuant to the Building Code that remains unpaid thirty (30) calendar days after the penalty is imposed (or after the fine, assessment, or civil penalty has been affirmed on appeal), may be filed as a lien against the lot, lots, or parcels of land involved in the municipal lien docket. Any costs incurred by the City in the abatement of any dangerous building and/or any other fine, assessment or administrative civil penalty not paid within thirty (30) days may be an assessment and lien against the property where the building is located.

(3) Notice. At the time of filing in the municipal lien docket, notice shall be provided to the responsible person. If the responsible person is not the owner of the property shown in the

electronic records of the applicable county assessor on that date, then notice shall also be sent to the owner of the property. Failure to provide notice shall not in any way effect the validity of the lien. The notice shall state that the amounts imposed as penalties shall be payable and due, and that the penalties shall be liens against the lots or parcels of land involved, respectively.

(4) Interest. All such liens remaining unpaid after thirty (30) calendar days from the date of recording on the municipal lien docket shall become delinquent and shall bear interest at the rate of ten (10) percent per annum from and after that date.

(5) Enforcement. The liens shall be enforced in the manner provided in Oregon Revised Statutes Chapter 223 and shall have priority over all such other liens and encumbrances of any character.

BOARD OF APPEALS

9.500 Establishment of Board of Appeals.

(1) In order to hear and decide appeals of orders, decisions or determinations made by the Building Official related to the application and interpretation of technical or scientific matters of the Building Code, there shall be and is hereby created a Board of Appeals consisting of three (3) members (not including the Building Official) who are qualified by experience and training to make determinations on matters pertaining to building construction and who are not employees of the City of Wilsonville. The Building Official is an ex officio member of, and shall act as secretary to, the Board of Appeals, but has no vote on any matter before the Board of Appeals. The three (3) members of the Board of Appeals shall be appointed by the Mayor with the consent of the City Council and may be removed by the Mayor with the consent of the City Council. The Board of Appeals will adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the Building Official.

(2) The Board of Appeals does not have any authority related to interpretation of the administrative provisions of the Building Code, is not empowered to waive requirements of the Building Code, and has no authority to deliberate and make determinations on Development Review Board, Planning Commission, or City Council requirements or conditions of approval.

(3) Appeals of land use decisions are processed in accordance with the Wilsonville Code Chapter 4.

(4) Appeals of administrative decisions of the Building Official are made to the City Manager pursuant to Section 9.420.

(5) Appeals of civil penalties issued by the Building Official are made to the City Manager pursuant to Section 9.420.

(6) Any person aggrieved by the final decision of the Board of Appeals that pertains to a State of Oregon Building Code adopted by the City may appeal to the appropriate state

advisory board as provided by Oregon law.

9.510 Appeal Procedure.

(1) Decision to be Appealed; Filing Date. Any decision relating to the suitability of alternative materials, designs, and methods of construction or interpretation by the Building Official with regard to the Building Code may be appealed to the Board of Appeals within ten (10) calendar days of appellant's Receipt of the decision or interpretation being appealed, in conformance with procedures provided herein.

(2) The Community Development Director will determine if the appeal is timely and if the appellant qualifies as a filing party under Section 9.520 herein. If the appeal is not timely or if the appellant is not a qualified filing party, the Community Development Director, not later than five (5) Business Days after Receipt of the appeal, will summarily dismiss the appeal and provide to the appellant, in writing, the reason(s) for the dismissal.

(3) The Community Development Director will also determine if the appeal is complete. For purposes of this section, a complete appeal shall contain:

(a) The name and address of the appellant, under what provision of Section 9.520 appellant qualifies as a filing party, and the location of the property, if applicable; and

(b) A clear, concise written statement of the grounds for the appeal, identifying the specific decision being appealed, explaining the proposed alternative material, design, or method of construction and how it meets the intent of the relevant code, specifically identifying how the proposed alternative material, design or method will be at least as safe, and last as long, as the materials or methods described in the Building Code; and/or

(c) A clear, concise written statement of the grounds for the appeal, identifying the specific decision being appealed, setting out the specific interpretation made by the Building Official and setting out a concise explanation of how the interpretation is in error, citing to the specific provisions of the Building Code at issue.

If an appellant timely files an appeal, but fails to meet requirements (a) through (c) of this subsection, the Community Development Director will notify the appellant in writing the defect(s) of the appeal and allow the appellant five (5) Business Days from Receipt of the notification of defect(s) to correct the defect(s) and resubmit the appeal. If appellant fails to correct the defect(s) and resubmit the appeal within the five (5) Business Days, the appeal shall be summarily dismissed by the Community Development Director not later than five (5) Business Days after the date by which the appeal was resubmitted or had to be resubmitted, whichever is earlier.

(4) If the appeal is complete and timely, the Building Official will schedule a meeting of the Board of Appeals within twenty (20) Business Days of the filing of the appeal and provide

notice of the meeting of the Board of Appeals to the appellant and to the owner of the property, if different from the appellant and if applicable. The Building Official shall not schedule a meeting of the Board of Appeals to hear an appeal until an appeal is complete. If the appeal is untimely or fails to meet the requirements of subsection (3) above, or if the appellant does not qualify as a filing party, the appeal shall be automatically and summarily dismissed by the Community Development Director without a hearing as provided in subsections (2) and (3) above.

(5) The Board of Appeals shall hear timely and complete appeals in the following order of testimony: a brief staff report, the appellant's testimony in favor of the appeal, testimony in opposition to the appeal, testimony neutral to the appeal, rebuttal by the appellant and/or any person who testified in favor of the appeal, sur-rebuttal by the staff and/or any person who testified in opposition. The Board of Appeals may ask questions of any person who testifies during that person's testimony. The Board of Appeals will close the hearing at the end of testimony, deliberate and make a decision to uphold the appeal or deny the appeal.

(6) The maximum time for the Board of Appeals to render a decision from the date of a timely and complete appeal may not exceed thirty (30) Business Days. The Chair of the Board of Appeals may suspend this procedural time frame when the complexity of the issue merits additional decision time.

(7) An appellant may appeal the Board of Appeals' decision to the Oregon Department of Consumer and Business Services Building Codes Division.

9.520 Filing Parties.

(1) Appeals may only be filed by the following parties affected by a decision:

(a) The permit applicant, owner or the owner's authorized representative; or

(b) The violator or a responsible person who has received a notice of violation or civil penalty.

SEVERABILITY

9.600 Severability. The provisions of this Chapter 9 are severable, and it is the intention of the City Council to confer the whole or any part of the powers herein provided for. If any clause, section, or provision of this Chapter 9 is declared unconstitutional or invalid for any reason, the remaining portion of this Chapter 9 shall remain in full force and effect and be valid as if such invalid portion had not been incorporated. It is hereby declared that the City Council intends that this Chapter 9 would have been adopted had such an unconstitutional provision not been included.

ATTACHMENT B

WILSONVILLE CODE

CHAPTER 9 – STRUCTURES

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VIOLATIONS

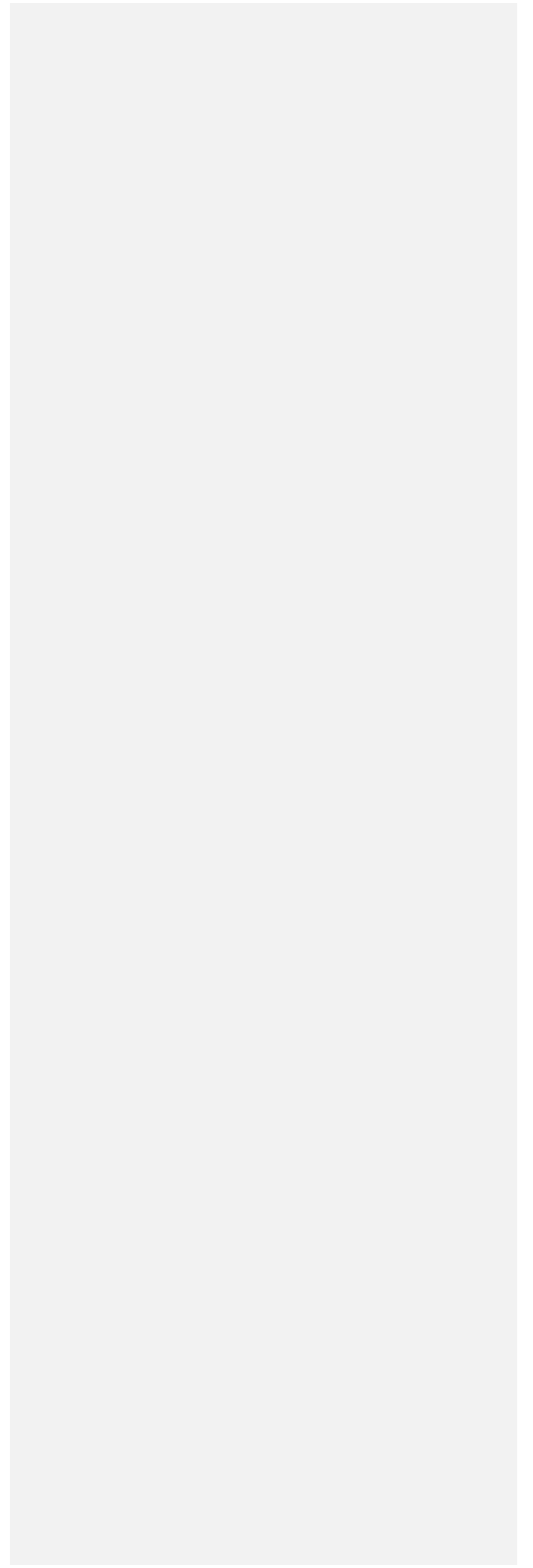
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GENERAL

9.000 Title. These regulations shall be known as the “City of Wilsonville Building Code,” may be cited as such, and will be referred to herein as “the Building Code.”

9.010 Purpose. The purpose of the Building Code is to establish minimum uniform performance standards providing a reasonable level of safety, public health and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire, explosion and other hazards, and to provide a reasonable level of safety to fire fighters and emergency responders during emergency operations.

9.020 Scope and Application.

(1) Except for buildings, structures, or appurtenances that are otherwise exempt or not included in the Building Code, the Building Code shall apply to the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures, except those located in a public way, or work associated with hydraulic flood control structures or public utility poles and towers.

(2) Where, in any specific case, different sections of the Building Code specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

(3) Where, in any specific case, there is a conflict between the Building Code and any Oregon Revised Statute, the statute shall govern. The provisions of this Building Code shall not be deemed to nullify any provisions of local, state or federal law.

(4) If, in a specific case, there is a conflict between the administrative procedures of this chapter and a given code, the procedures within the Building Code shall govern. If, in a specific case, there is a conflict between the technical provisions of this chapter and a given code, the provisions within that code shall govern.

(5) When a particular Oregon state building code indicates the state requirements apply unless specifically amended by a local municipality under ORS 455.020, the City of Wilsonville’s Building Code will take precedence. Please refer to the City’s resolutions adopted in accordance with Sections 9.300 through 9.370 below.

9.030 Definitions. For purposes of this Chapter 9, the following terms are defined as follows:

(1) “Board of Appeals” means the Board of Appeals established under Section 9.500 through 9.520 herein.

(2) "Building Official" means the Building Official of the City of Wilsonville, or the Building Official's duly authorized representative.

(3) "Business Days" means days of the week excluding Saturdays, Sundays, and legal holidays observed by the City.

(4) "City Council" means the City of Wilsonville City Council.

(5) "City Manager" means the City Manager of the City of Wilsonville, or the City Manager's duly authorized representative.

(6) "Community Development Director" means the Community Development Director of the City of Wilsonville, or the Community Development Director's duly authorized representative.

(7) "Construction Documents" means written, graphic and pictorial documents prepared or assembled for describing the design, location and physical characteristics of the elements of a project necessary for obtaining a Permit.

(8) "Demolition" means the complete destruction or removal of a structure (including garages), or the removal of more than 50% of the perimeter walls. Non-habitable non-historic accessory structures 200 square feet or less are exempt from this definition.

(9) "Permit" means a building, mechanical, plumbing, grading, demolition, or other associated permit issued by the Building Official for activities identified in the scope.

(10) "Receipt" means the earliest of the following:

(a) If served by personal delivery, the date of the letter, notice, or order

(b) If served by certified or registered mail, return receipt requested, three (3) days after the date of the letter, notice, or order;

(c) If served by first class mail, three (3) days after the date of the letter, notice, or order; or

(d) If served by email, the date of a response email to the letter, notice, or order.

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POWERS AND DUTIES OF BUILDING OFFICIAL

9.100 In General.

(1) The Building Official s authorized to enforce all of the provisions of the Building Code.

(2) The Building Official has the power to render written and oral interpretations of

the Building Code and to adopt and enforce administrative procedures in order to clarify the application of its provisions. Such interpretations, rules, and regulations shall be in conformance with the intent and purpose of the Building Code, and shall not have the effect of waiving requirements specifically provided for in the Building Code.

(3) **Liability.** The Building Official, members of the Board of Appeals, and/or any employee charged with the enforcement of this Building Code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this Building Code or other pertinent law or ordinance, shall not thereby be civilly or criminally rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties.

(4) **Legal Defense.** Any suit or criminal complaint instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this Building Code shall be defended by legal representatives of the City until the final termination of the proceedings. The Building Official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this Building Code.

9.110 Deputies. The Building Official has the authority to appoint a deputy building official, the related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the Building Official to carry out the functions of the Building Code and to enforce the Code.

9.120 Right of Entry. Where it is necessary to make an inspection to enforce the provisions of this Building Code, or where the Building Official has reasonable cause to believe that there exists in a structure or on a premises a condition that is contrary to or in violation of this Building Code that makes the structure or premises unsafe, dangerous or hazardous, the Building Official is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this Building Code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the Building Official shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the Building Official shall have recourse to the remedies provided by law to secure entry.

9.130 Stop Work Orders.

(1) Whenever any work is being done contrary to the provisions of the Building Code (or other pertinent laws or ordinances implemented through its enforcement), the Building Official may order the work stopped by notice in writing served on any person(s) engaged in the doing or causing of such work to be done. Such person(s) shall stop such work until specifically authorized by the Building Official to proceed thereafter.

(2) Any person who continues any work after having been served with a stop work

order, except such work as that person is directed to perform to remove a violation or unsafe condition, is subject to the penalties of Sections 9.400 through 9.430 herein.

9.140 Authority to Disconnect Utilities in Emergencies. The Building Official or the Building Official's authorized representative shall have the authority to disconnect fuel-gas utility service, and/or other energy supplies to a building, structure, premises, or equipment regulated by the Building Code when necessary to eliminate an immediate hazard to life or property. The Building Official shall, whenever possible, notify the serving utility, the owner, and the occupant of the building, structure, or premises of the decision to disconnect prior to taking such action, and will notify such serving utility, owner and occupant of the building, structure or premises in writing of such disconnection within a reasonable time thereafter.

9.150 Authority to Abate Hazardous Equipment.

(1) When the Building Official ascertains that equipment, or any portion thereof, regulated by the Building Code has become hazardous to life, health, or property, the Building Official may order the equipment either removed from its location or restored to a safe and/or sanitary condition, as appropriate. The notice must be in writing and contain a fixed time limit for compliance. Any person who uses the defective equipment after receiving the notice is subject to the penalties of Sections 9.400 through 9.430 herein.

(2) When equipment or an installation is to be disconnected, written notice of the disconnection (and causes therefor) must be given within 24 hours to the involved utility and also the owner and/or occupant of the building, structure, or premises. When equipment is maintained in violation of the Building Code and in violation of a notice issued pursuant to the provisions of this section, the Building Official may institute such action as the Building Official deems necessary to prevent, restrain, correct or abate the violation, including, but not limited to issuing civil penalties; declaring the building, structure, or premises dangerous; and denying entry.

9.160 Connection after Order to Disconnect. No person shall make a connection to or from an energy, fuel, or power supply to any equipment regulated by the Building Code which has been disconnected or ordered disconnected or discontinued by the Building Official until the Building Official specifically authorizes the reconnection and/or use of such equipment.

9.170 Occupancy Violations. Whenever any building, structure or equipment therein regulated by the Building Code is used contrary to the provisions of the Building Code, the Building Official may order such use discontinued and the structure (or portion thereof) vacated and provide such order through written notice to the owner, occupant, and/or user of the building, structure, or equipment. All persons using the structure (or portion thereof) shall discontinue the use within the time prescribed by the Building Official in the notice and make the structure, or portion thereof, comply with the requirements of the Building Code. Structures that are altered, modified, or repaired without the benefit of Permits, for purposes of adding rooms for tenants, shall be considered as occupancy violations and subject to the penalties of Section 9.400 through 9.430 herein.

9.180 Unsafe Buildings. When the Building Official ascertains that a building, structure, or premises, or any portion thereof, regulated by the Building Code is a public nuisance or otherwise has become hazardous to life, health, or property, the Building Official may order abatement by repair, rehabilitation, Demolition, or removal in accordance with the procedures set forth in the Building Code or such alternate procedures as may have been or as may be adopted by the City or the Building Official. As an alternative, the Building Official may institute any other appropriate action to prevent, restrain, correct or abate the violation.

9.190 Appeal of Administrative Decision or Rule. Appeals of administrative decisions or administrative rules of the Building Official under this Section 9.100 through 9.180 are made to the City Manager pursuant to Sections 9.400 through 9.430.

CONSTRUCTION DOCUMENTS AND PERMITS

9.200 Issuance.

(1) The application, Construction Documents, and other data filed by an applicant for a Permit shall be reviewed by the Building Official. Such Construction Documents may be reviewed by other departments of the City to verify compliance with any applicable laws under their jurisdiction. If the Building Official finds that the work described in an application for a Permit and the Construction Documents and other data filed therewith conform to the requirements of the Building Code and other pertinent laws and ordinances, and that the fees have been paid, the Building Official shall issue a Permit therefore to the applicant.

(2) Approval. When the Building Official issues the Permit where Construction Documents are required, the Building Official shall endorse in writing or stamp the Construction Documents as "Reviewed for Code Compliance." Such endorsement of Construction Documents shall not be changed, modified, and altered without authorizations from the Building Official, and all work regulated by the Building Code shall be done in accordance with the approved Construction Documents.

(3) Partial Permits. The Building Official is authorized to promulgate additional administrative rules and regulations related to the efficient administration and review of partial Permits. Elements for partial Permits shall include but not be limited to deferred submittals, temporary Permits, and phased construction.

(4) Design Professional of Responsible Charge. Where it is required that documents be prepared by a registered design professional, the Building Official shall be authorized to require the owner or the owner's authorized agent to engage and designate on the building permit application a registered design professional who shall act as the registered design professional in responsible charge. If the circumstances require, the owner or the owner's authorized agent shall designate a substitute registered design professional in responsible charge who shall perform the duties required of the original registered design professional in responsible charge. The Building Official shall be notified in writing by the owner or the owner's authorized agent if the registered design professional in responsible charge is changed or is unable to continue to perform the duties. The registered design professional in responsible charge shall be responsible for reviewing

and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building.

~~(5) Used Materials and Equipment. Used materials, equipment, and devices shall not be reused unless approved by the Building Official. Used or salvaged dimensional lumber shall be permitted to be used.~~

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~~(6)~~(5) Modifications. Where there are practical difficulties involved in carrying out the provisions of this Building Code, the Building Official shall have the authority to grant modifications for individual cases, upon application of the owner or the owner's authorized agent, provided that the Building Official shall first find that special individual reason makes the strict letter of this Building Code impractical, the modification is in compliance with the intent and purpose of this Building Code and that such modification does not lessen health, accessibility, life and fire safety or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the department.

~~(7)~~(6) Alternative Materials, Design, and Methods of Construction and Equipment. The City encourages innovative technology and design, and therefore, the provisions of this Building Code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this Building Code, provided that any such alternative has been approved by the Building Official. An alternative material, design or method of construction shall be approved where the Building Official finds that the proposed design is satisfactory and complies with the intent of the provisions of this Building Code, and that the material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this Building Code in quality, strength, effectiveness, fire resistance, sanitation, durability and safety. Where the alternative material, design or method of construction is not approved, the Building Official shall state the reasons why the alternative was not approved.

~~(8)~~(7) Research Reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this Building Code, shall consist of valid research reports from approved sources.

~~(9)~~(8) Tests. Whenever there is insufficient evidence of compliance with the provisions of this Building Code, or evidence that a material or method does not conform to the requirements of this Building Code, or in order to substantiate claims for alternative materials or methods, the Building Official shall have the authority to require tests as evidence of compliance to be made without expense to the municipality. Test methods shall be as specified in this Building Code or by other recognized test standards. In the absence of recognized and accepted test methods, the Building Official shall approve the testing procedures. Tests shall be performed by an approved agency. Reports of such tests shall be retained by the Building Official for the period required for retention of public records.

9.210 Retention of Construction Documents. One set of approved Construction Documents shall be retained by the Building Official for a minimum period specified by Oregon public records laws. One set of approved Construction Documents shall be returned to the applicant, and the set shall be kept on the site of the building, structure, or worksite at all times during which the work authorized thereby is in progress.

9.220 Validity of Permit.

(1) The issuance or granting of a Permit or approval of Construction Documents cannot be construed to be a Permit for, or an approval of, any violation of any of the provisions of the Building Code or of any other ordinance of the City or any other applicable federal, state, or local law, statute, rule, regulation, or ordinance.

(2) The issuance of a Permit based on Construction Documents and other data does not prevent the Building Official from thereafter requiring the correction of errors in the Construction Documents and other data, or from preventing building operations, such as building inspections, plan reviews, permit issuance, investigations, from being carried on thereunder when in violation of the Building Code or of any other ordinances of this jurisdiction.

(3) The legal occupancy of any structure existing on the date of adoption of ~~this Code~~ the Building Code shall be permitted to continue without change, except as otherwise specifically provided in ~~this Code~~ the Building Code.

(4) The Building Official may adopt administrative procedures regarding Permit and Permit application expirations, extensions, and/or reinstatements.

9.230 Work without a Permit; Investigation Fees.

(1) Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish, change the character or use of the occupancy, or change the occupancy of a building or structure, which is regulated by this Building Code, or to cause any such work to be performed, shall first make application to the Building Official and obtain the required permit.

(2) Whenever any work for which a Permit is required by the Building Code has been commenced without first obtaining the Permit, a special investigation shall be made before a Permit may be issued for such work.

(3) An investigation fee, may be collected whether or not a Permit is then or subsequently issued. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of ~~this Code~~ the Building Code nor from any penalty prescribed by law.

(4) Any person, firm or corporation performing, or found to have performed work, prior to obtaining a Permit where a Permit is required for such work, shall be subject to the penalties of Sections 9.400 through 9.430 herein.

(5) Exception to this Section. The person, firm or corporation is working under a pre-approved process as defined by a specific administrative policy of the Building Official may be excepted from this Section.

9.240 Permit Not Transferable. A Permit issued to one person or firm is not transferable

and shall not authorize any other person or firm to perform any work thereunder.

9.250 Suspension or Revocation. The Building Official may, in writing, suspend or revoke a Permit issued under the provisions of the Building Code whenever the Permit is issued in error on the basis of incorrect, inaccurate, or incomplete information supplied, or if its issuance (or activity thereunder) is in violation of any ordinance or regulation of any other provisions of the City Code.

9.260 Inspections.

(1) It shall be the duty of the Permit holder or authorized agent to request all inspections that may be necessary or otherwise required in a timely manner, provide access to the site, and to provide all equipment as may be deemed necessary or appropriate by the Building Official. The Permit holder or applicant shall not proceed with construction activity prior to issuance of a Permit or until receiving specific written authorization to do so by the Building Official. It shall be the duty of the Permit holder to cause the work to remain accessible and exposed for inspection purposes. Any expense incurred by the Permit holder to remove or replace any material required for proper inspection shall be the sole responsibility of the Permit holder.

(2) Work requiring a Permit shall not be commenced until the Permit holder or an agent of the Permit holder has made available on site, a copy of the Permit authorizing such work and supporting documents such as City-approved Construction Documents. The Permit and supporting documents shall be maintained available by the Permit holder until final approval has been granted by the Building Official.

(3) The Building Official shall make the required inspections, or the Building Official shall have the authority to accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The Building Official is authorized to engage such expert opinion as deemed necessary to report on unusual technical issues that arise.

9.270 Demolition Permits. Unless otherwise exempt by the Building Official this section shall apply to Permit applications to demolish structures, and where timely and practicable, shall include the following:

(1) Photos. Electronic photos of each structure proposed for Demolition must be provided to the City at the time of Permit application and prior to any Demolition. The size, quantity, format, resolution, and context of photos shall be set by the Community Development Director. Unless otherwise exempt, photos shall be made available as part of the public record for the structure as required by law.

BUILDING CODES AND FEES

9.300 Purpose. The purpose of Sections 9.310 through 9.380 is to enable the City Council to adopt provisions of its Building Code through resolutions so that the City's Building Code

remains current with state and federal requirements, new technologies, and best practices. Adoption of provisions of the Building Code by resolution will allow the City to remain nimble and flexible to timely respond to changing state and federal laws and regulations.

9.310 Structural Specialty Code. The City's adoption of a Structural Specialty Code will be by resolution and will be incorporated as part of the Building Code.

9.320 Zero Energy Ready Commercial Code. The City's adoption of a Commercial Energy Specialty Code will be by resolution and will be incorporated as part of the Building Code.

9.330 Mechanical Specialty Code. The City's adoption of a Mechanical Specialty Code will be by resolution and will be incorporated as part of the Building Code.

9.340 Residential Specialty Code. The City's adoption of a Residential Specialty Code will be by resolution and will be incorporated as part of the Building Code.

9.350 Electrical Specialty Code. The City's adoption of an Electrical Specialty Code will be by resolution and will be incorporated as part of the Building Code.

9.360 Plumbing Specialty Code. The City's adoption of a Plumbing Specialty Code will be by resolution and will be incorporated as part of the Building Code.

9.370 Fire Code. The City's adoption of a Fire Code will be by resolution and will be incorporated as part of the Building Code.

9.380 Fees. Permit fees will be adopted by resolution.

VIOLATIONS

9.400 Violations; Penalties; Remedies.

(1) Except for buildings and structures that are otherwise exempt or not included in the Building Code. No person may erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain a building or structure in the City, or cause the same to be done, contrary to or in violation of the Building Code.

(2) Violation of a provision of the Building Code shall be subject to a civil penalty of no less than \$50.00 and not exceeding \$5,000.00 per offense, or in the case of a continuing offense, not more than \$1,000.00 for each day of the offense and shall be processed in accordance with the procedures set forth in Sections 9.410 through 9.430.

(3) Each day that a violation of a provision of the Building Code exists constitutes a separate violation.

(4) The penalties and remedies provided in Sections 9.400 through 9.430 are not exclusive and are in addition to other penalties and remedies available to the City under the City

Code, other City ordinance, or Oregon or federal law.

9.410 Authority to Impose Civil Penalty.

(1) In addition to, and not in lieu of, any other enforcement mechanism authorized by the Building Code or the City Code, upon a determination by the Building Official that a person has violated a provision of the Building Code or a rule adopted thereunder, the Building Official may impose upon the violator and/or any other responsible person an administrative civil penalty as provided by subsections (1) to (12) of this Section. For purposes of this subsection, a responsible person includes the violator, and if the violator is not the owner of the building or property at which the violation occurs, may include the owner as well.

(2) The preferred enforcement of the Building Code is for the Building Official to first attempt, if possible, voluntary correction of any violations of the Building Code. Therefore, prior to imposing an administrative civil penalty under this Section, the Building Official may, in the Building Official's discretion, pursue reasonable attempts to secure voluntary correction. If the violator fails to correct the violation, the Building Official may issue a notice of civil violation to one or more of the persons responsible to correct the violation, as well as the owner of the site if the owner is not the violator. Except where the Building Official determines that the violation poses an immediate threat to health, safety, environment, or public welfare, the time for correction shall be not less than five (5) calendar days from Receipt of the notice.

(3) Following the date or time by which the correction must be completed as required by an order to correct a violation, the Building Official shall determine whether such correction has been completed. If the required correction has not been completed by the date or time specified in the order, the Building Official may impose a civil penalty on each person to whom an order to correct was issued.

(4) Notwithstanding subsection (2) above, the Building Official may impose a civil penalty without having issued an order to correct violation or made attempts to secure voluntary correction where the Building Official determines that the violation was knowing or intentional or a repeat of a similar violation.

(5) In imposing a penalty authorized by this Section, the Building Official will consider:

- (a) The person's past history in taking all feasible steps or procedures necessary or appropriate to correct the violation;
- (b) Any prior violations of statutes, rules, orders, and Permits;
- (c) The gravity and magnitude of the violation;
- (d) Whether the violation was repeated or continuous;
- (e) Whether the cause of the violation was an unavoidable accident,

negligence, or an intentional act;

- (f) The violator's cooperativeness and efforts to correct the violation; and
- (g) Any relevant rule of the Building Code or the City Code.

(6) The notice of civil penalty shall either be served by personal service or shall be mail by registered or certified mail, return receipt requested. ~~Any such notice served by mail shall be deemed received for purposes of any time computations hereunder three (3) days after the date mailed.~~ A notice of civil penalty shall include:

- (a) Reference to the particular Building Code provision or rule involved;
- (b) A short and plain statement of the matters asserted or charged;
- (c) A statement of the amount of the penalty or penalties imposed;
- (d) The date on which the order to correct was issued and time by which correction was to be made, or if the penalty is imposed pursuant to subsection (4), a short and plain statement of the basis for concluding that the violation was knowing, intentional, or repeated; and
- (e) A statement of the party's right to appeal the civil penalty to the City Manager.

(7) Any person who is issued a notice of civil penalty may appeal the penalty to the City Manager pursuant to Section 9.420.

(8) A civil penalty imposed hereunder shall become final upon expiration of the time for filing an appeal, unless the responsible person appeals the penalty to the City Manager pursuant to, and within the time limits established by, Section 9.420. If the responsible person appeals the civil penalty to the City Manager, the penalty shall become final, if at all, upon issuance of the City Manager's decision affirming the imposition of the administrative civil penalty.

~~(9) Each day the violator fails to remedy the Building Code violation shall constitute a separate violation.~~

Commented [GA1]: Already in Section 9.400(3).

~~(10)~~ **(9) Except as provided in subsection (10) below,** failure to pay a penalty imposed hereunder within ten (10) calendar days after the penalty becomes final as provided in subsection (8) shall constitute a separate and additional violation of the Building Code. Each day the penalty is not paid thereafter shall constitute a separate violation. The Building Official also is authorized to collect the penalty by any administrative or judicial action or proceeding authorized by subsection (11) below, other provisions of the City Code, or Oregon statutes. The civil administrative penalty authorized by this Section shall be in addition to:

(a) Assessments or fees for any costs incurred by the City in remediation, cleanup, or abatement; and

(b) Any other actions authorized by law.

(10) The City Manager may, in the City Manager's sole discretion, suspend the imposition of additional civil penalties pending the City Manager's decision of an appeal properly submitted pursuant to Section 9.420 herein.

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(11) If an administrative civil penalty is imposed on a responsible person because of a violation of any provision of the Building Code resulting from prohibited use or activity on real property, and the penalty remains unpaid thirty (30) calendar days after such penalty became final, the Building Official shall may assess the property the full amount of the unpaid fine and shall may enter such an assessment as a lien in the municipal lien docket pursuant to Section 9.430. At the time such an assessment is made, the Building Official shall notify the responsible person and the owner, if different from the responsible person, that the penalty has been assessed against the real property upon which the violation occurred and has been entered in the municipal lien docket. The interest shall commence from the date of entry of the lien in the lien docket.

(12) In addition to enforcement mechanisms authorized elsewhere in the Building Code and the City Code, failure to pay an administrative civil penalty imposed pursuant to this Section will be grounds for withholding issuance of requested Permits or licenses, for issuing a stop work order, if applicable, or revoking or suspending any issued Permits or certificates of occupancy.

9.420 Appeal of Penalty.

(1) A person aggrieved by an action of the Building Official taken pursuant to a section of the Building Code that authorizes an appeal under this Section may, within ten (10) Business Days after the date Receipt of notice of the action, appeal in writing to the Building Official. The appeal shall state:

- (a) The name and address of the appellant;
- (b) The nature of the determination being appealed
- (c) The reason the determination is incorrect; and
- (d) What the correct determination of the appeal should be.

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(2) Dismissal.

(a) An appellant who fails to file such a statement within the time permitted waives the objections, and the appeal shall be summarily dismissed by the City Manager not later than five (5) Business Days after receipt of the appeal.

(b) If an appellant timely files an appeal, but fails to meet requirements (a) through (d) of subsection (1), the Building Official will notify the appellant in writing the defect(s) of the appeal and allow the appellant five (5) Business Days from Receipt of the notification of defect(s) to correct the defect(s) and resubmit the appeal. If appellant fails to correct the defect(s) and resubmit the appeal within the five (5) Business Days, the appeal shall be summarily dismissed by the City Manager not later than five (5) Business Days after the date by which the appeal was resubmitted or had to be resubmitted, whichever is earlier.

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(3) Upon Receipt of a timely appeal that meets the requirements of subsection (1), the Building Official may prepare a written response brief and provide the response brief to the City Manager and the appellant no less than seven (7) calendar days prior to the hearing date.

(4) If a notice of revocation of a license or Permit is the subject of the appeal, the revocation does not take effect until final determination of the appeal. Notwithstanding this paragraph, an emergency suspension shall take effect upon issuance of, or such other time stated in, the notice of suspension.

(5) Unless the appellant and the City agree to a longer period, an appeal shall be heard by the City Manager within thirty (30) calendar days of the ~~receipt~~ Receipt of the appeal. No later than seven (7) calendar days prior to the hearing, the City shall mail notice of the time and location thereof to the appellant.

(6) The City Manager shall hear and determine the appeal on the basis of the appellant's written statement, the Building Official's response brief, if any, and any additional evidence the City Manager deems appropriate. At the hearing, the appellant may present testimony and oral argument personally or by counsel. The Building Official may also present testimony and oral argument, and may have the City represented by the City Attorney's Office if the appellant is represented by counsel. The rules of evidence as used by courts of law do not apply.

(7) The City Manager will issue a written decision within ten (10) Business Days of the hearing date. The decision of the City Manager after the hearing is final.

(8) Any legal action contesting the City Manager's decision on the appeal must be filed within sixty (60) calendar days of the City Manager's decision. Review of the City Manager's decision shall be by writ of review pursuant to ORS 34.010 to 34.100.

9.430 Lien.

(1) There shall be a lien created and it shall be done in accordance with this Section.

(2) Any fine, assessment, or civil penalty imposed pursuant to the Building Code that remains unpaid thirty (30) calendar days after the penalty is imposed (or after the fine, assessment, or civil penalty has been affirmed on appeal), ~~shall~~ may be filed as a lien against the

lot, lots, or parcels of land involved in the municipal lien docket. Any costs incurred by the City in the abatement of any dangerous building and/or any other fine, assessment or administrative civil penalty not paid within thirty (30) days ~~shall~~may be an assessment and lien against the property where the building is located.

(3) Notice. At the time of filing in the municipal lien docket, notice shall be provided to the responsible person. If the responsible person is not the owner of the property shown in the electronic records of the applicable county assessor on that date, then notice shall also be sent to the owner of the property. Failure to provide notice shall not in any way effect the validity of the lien. The notice shall state that the amounts imposed as penalties shall be payable and due, and that the penalties shall be liens against the lots or parcels of land involved, respectively.

(4) Interest. All such liens remaining unpaid after thirty (30) calendar days from the date of recording on the municipal lien docket shall become delinquent and shall bear interest at the rate of ten (10) percent per annum from and after that date.

(5) Enforcement. The liens shall be enforced in the manner provided in Oregon Revised Statutes Chapter 223 and shall have priority over all such other liens and encumbrances of any character.

BOARD OF APPEALS

9.500 Establishment of Board of Appeals.

(1) In order to hear and decide appeals of orders, decisions or determinations made by the Building Official related to the application and interpretation of technical or scientific matters of the Building Code, there shall be and is hereby created a Board of Appeals consisting of three (3) members (not including the Building Official) who are qualified by experience and training to make determinations on matters pertaining to building construction and who are not employees of the City of Wilsonville. The Building Official is an ex officio member of, and shall act as secretary to, the Board of Appeals, but has no vote on any matter before the Board of Appeals. The three (3) members of the Board of Appeals shall be appointed by the Mayor with the consent of the City Council and may be removed by the Mayor with the consent of the City Council. The Board of Appeals will adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the Building Official.

(2) The Board of Appeals does not have any authority related to interpretation of the administrative provisions of the Building Code, is not empowered to waive requirements of the Building Code, and has no authority to deliberate and make determinations on Development Review Board, Planning Commission, or City Council requirements or conditions of approval.

(3) Appeals of land use decisions are processed in accordance with the Wilsonville Code Chapter 4.

(4) Appeals of administrative decisions of the Building Official are made to the City

Manager pursuant to Section 9.420.

(5) Appeals of civil penalties issued by the Building Official are made to the City Manager pursuant to Section 9.420.

(6) Any person aggrieved by the final decision of the Board of Appeals that pertains to a State of Oregon Building Code adopted by the City may appeal to the appropriate state advisory board as provided by Oregon law.

9.510 Appeal Procedure.

(1) Decision to be Appealed; Filing Date. Any decision relating to the suitability of alternative materials, designs, and methods of construction or interpretation by the Building Official with regard to the Building Code may be appealed to the Board of Appeals within ten (10) calendar days of appellant's Receipt of the date of the decision or interpretation being appealed, in conformance with procedures provided herein.

(2) The Community Development Director will determine if the appeal is timely and if the appellant qualifies as a filing party under Section 9.520 herein. If the appeal is not timely or if the appellant is not a qualified filing party, the Community Development Director, not later than five (5) Business Days after Receipt of the appeal, will summarily dismiss the appeal and provide to the appellant, in writing, the reason(s) for the dismissal.

(3) The Community Development Director will also determine if the appeal is complete. For purposes of this section, a complete appeal shall contain:

(a) The name and address of the appellant, under what provision of Section 9.520 appellant qualifies as a filing party, and the location of the property, if applicable; and

(b) A clear, concise written statement of the grounds for the appeal, identifying the specific decision being appealed, explaining the proposed alternative material, design, or method of construction and how it meets the intent of the relevant code, specifically identifying how the proposed alternative material, design or method will be at least as safe, and last as long, as the materials or methods described in this code ~~the Building Code~~; and/or

(c) A clear, concise written statement of the grounds for the appeal, identifying the specific decision being appealed, setting out the specific interpretation made by the Building Official and setting out a concise explanation of how the interpretation is in error, citing to the specific provisions of the Building Code at issue.

If an appellant timely files an appeal, but fails to meet requirements (a) through (c) of this subsection, the Community Development Director will notify the appellant in writing the defect(s) of the appeal and allow the appellant five (5) Business Days from Receipt of the notification of defect(s) to correct the defect(s) and resubmit the appeal. If appellant fails to

correct the defect(s) and resubmit the appeal within the five (5) Business Days, the appeal shall be summarily dismissed by the Community Development Director not later than five (5) Business Days after the date by which the appeal was resubmitted or had to be resubmitted, whichever is earlier.

(4) If the appeal is complete and timely, the Building Official will schedule a meeting of the Board of Appeals within twenty (20) Business Days of the filing of the appeal and provide notice of the meeting of the Board of Appeals to the appellant and to the owner of the property, if different from the appellant and if applicable. The Building Official shall not schedule a meeting of the Board of Appeals to hear an appeal until an appeal is complete. If the appeal is untimely or fails to meet the requirements of ~~S~~ subsection (3) above, or if the appellant does not qualify as a filing party, the appeal shall be automatically and summarily dismissed by the Community Development Director without a hearing as provided in subsections (2) and (3) above. ~~The Community Development Director will provide written notice to the appellant of the dismissal and the grounds for the dismissal.~~

(5) The Board of Appeals shall hear timely and complete appeals in the following order of testimony: a brief staff report, the appellant's testimony in favor of the appeal, testimony in opposition to the appeal, testimony neutral to the appeal, rebuttal by the appellant and/or any person who testified in favor of the appeal, sur-rebuttal by the staff and/or any person who testified in opposition. The Board of Appeals may ask questions of any person who testifies during that person's testimony. The Board of Appeals will close the hearing at the end of testimony, deliberate and make a decision to uphold the appeal or deny the appeal.

(6) The maximum time for the Board of Appeals to render a decision from the date of a timely and complete appeal may not exceed ~~Thirty~~ thirty (30) Business Days. The Chair of the Board of Appeals may suspend this procedural time frame when the complexity of the issue merits additional decision time.

(7) An appellant may appeal the Board of Appeals' decision to the Oregon Department of Consumer and Business Services Building Codes Division.

9.520 Filing Parties.

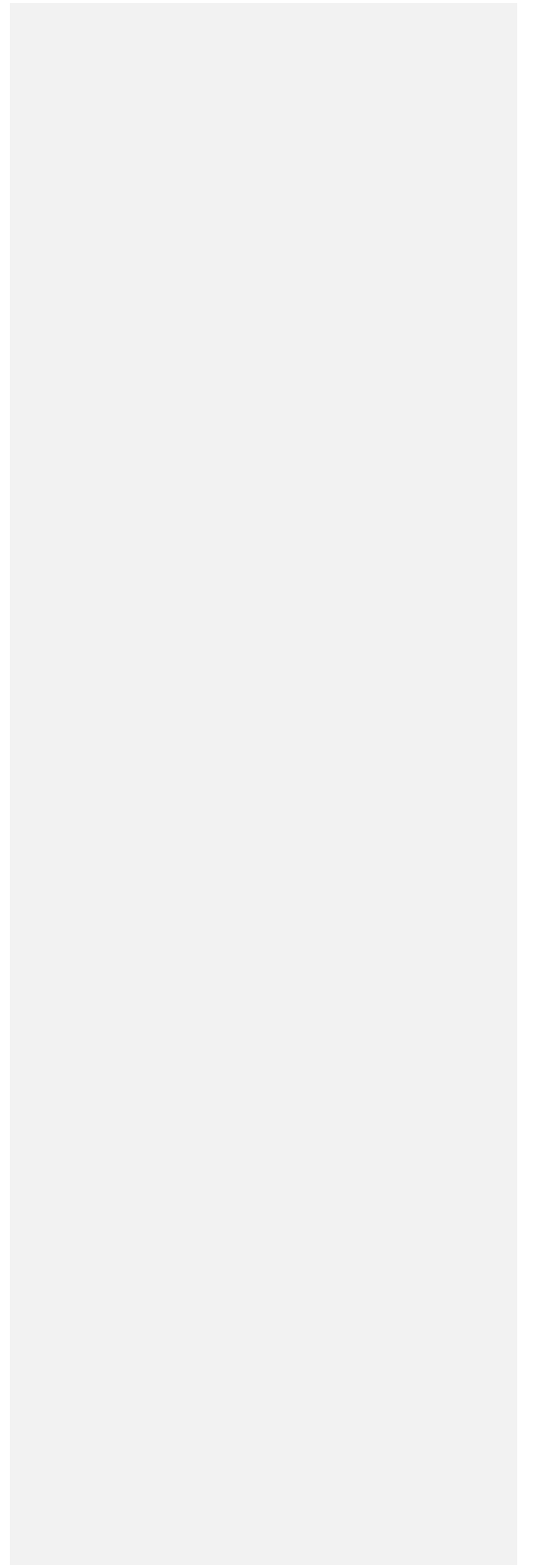
(1) Appeals may only be filed by the following parties affected by a decision:

- (a) The permit applicant, owner or the owner's authorized representative; or
- (b) The violator or a responsible person who has received a notice of violation or civil penalty; ~~or~~
- ~~(c) Any resident or property owner within 150 feet of a parcel of land that is the subject of the decision.~~

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SEVERABILITY

9.600 Severability. The provisions of this Chapter 9 are severable, and it is the intention of the City Council to confer the whole or any part of the powers herein provided for. If any clause, section, or provision of this Chapter 9 is declared unconstitutional or invalid for any reason, the remaining portion of this Chapter 9 shall remain in full force and effect and be valid as if such invalid portion had not been incorporated. It is hereby declared that the City Council intends that this Chapter 9 would have been adopted had such an unconstitutional provision not been included.





NOVEMBER 2019 MONTHLY REPORT

From The Director's Office

Greetings!

Public infrastructure assets are an important foundation of a city's livability as well as its economic development program. Maintaining such assets in a high quality condition is critical to a community's long-term success. Infrastructure wears out with time and use. Neglected infrastructure can result in degradation of the assets, leading to greater costs of reconstruction over time which is why the City's Charbonneau Consolidated Improvement Plan (2014) and the annual street maintenance program are so important.

This year, significant portions of Boones Ferry Road and Wilsonville Road were maintained with new pavement and striping (see photos right). Community Development Department staff are already mobilizing resources and issuing contracts for design as part of the 2020 street maintenance program.

As frustrating as it can be waiting for flaggers, or being inconvenienced due to delays or detours, it is important to remember that these are important functions of city government that are intended to protect our collective investment as well as save time and money in the future. There are substantial coordination efforts made between Community Development Department and Public Works Department staff to ensure the design and installation of new public infrastructure is both long-lasting and efficient to maintain so that it benefits citizens across the community.

In Charbonneau, the next phase of projects is being designed in preparation for the 2020 construction season. Storm line replacements along French Prairie Road will be the most significant with over 1,400 lineal feet of pipe being replaced. Storm lines in nearby streets will also be replaced along with just under ¼ mile of sanitary sewer pipe. Once the new pipelines are installed, the affected streets will be reconstructed with new asphalt, resulting in a complete upgrade that should serve the District well over the next several decades.

Respectfully submitted,

Chris Neamtzu, AICP
Community Development Director



Building Division

Staying Connected

This month the Building Division hosted a major event that placed the spotlight directly on the City of Wilsonville and all the great things we are doing in our region.

The event was a quarterly Oregon Building Officials Association (OBOA) meeting where over 80 code officials from across the state gathered to network and hear updates from the State Building Codes Manager, Warren Jackson, about building code related legislation, energy codes, and most significantly, changes to the administrative provisions (Chapter 1) of the codes. In addition, a peer-to-peer round-table session was facilitated over topics that included CCB licensing, marijuana facilities and building codes, affordable housing, and other industry topics like innovative permitting processes and labor shortages.

It is a privilege to host forums such as this and to provide a gathering place for industry professionals to engage in productive conversation. This improves communications, promotes regional consistency, creates an environment for positive relationships and networking, and helps our region to have a stronger built environment.



On the day of the OBOA Quarterly Business Meeting, representatives from Clark County brought their building outreach trailer for all the code officials and Wilsonville City employees to explore. The activities in the trailer included an earthquake simulator, a framing skills test, and a trivia wall. All the activities were designed to encourage homeowners to “Be a Home Hero” and make informed decisions when starting new building safety-related projects. One young girl who came into City Hall with her grandma that day toured the trailer and left saying, “That was *awesome!*”



Economic Development Division

Regional Collaboration

- Economic Development staff are making progress on Employment Lands Site Readiness Toolkit, a project with Port of Portland and Greater Portland Inc. to identify tools to move challenged industrial employment sites within Urban Growth Boundary to market-readiness, such as Coffee Creek. Project is looking at best practices across the country and coming up with 32 tools—related to policy, financing, and process—to help industrial site-readiness. Wilsonville was one of three jurisdictions selected out of 18 for development of a customized site readiness roadmap to look at solutions to site aggregation challenges (i.e. strategies to motivate cooperation among property owners as it relates to property acquisition for development).

Town Center Plan Implementation

- Staff continue outreach efforts to property owners, developers, and investors on key sites in Town Center. Work is in progress on implementation activities related to the adopted Town Center Plan, including a marketing plan with a Development Opportunity Site analysis, Main Street 3D renderings, streetscape plan, infrastructure finance plan, and Transportation System Plan amendments.

Urban Renewal

- Basalt Creek
 - Development: Developer assessing development options for 42 acre industrial site and inquired about infrastructure investments, zoning, and public-private partnership options.
- Coffee Creek
 - Development: Developer working to aggregate 30 acres of contiguous land for speculative industrial development to bring new warehouse/flex product to Wilsonville market.
 - Infrastructure: Garden Acres Road under construction with an estimated completion date of November 2020.
- TIF Zone Program
 - Council has given staff approval to pursue modifications to TIF Zone program to allow for added flexibility of site location and program criteria, ideally adaptable to both recession and growth economies. Staff are working with consultant to update program criteria and share with Urban Renewal Task Force sometime in the first quarter of 2020.

Engineering Division, Capital Projects

5th Street/Kinsman Road Extension (1139/2099/4201)

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 installation of a portion of the Ice Age Tonquin Trail. Land acquisition is underway. Construction is planned to start in the first quarter of 2021.

Elligsen Well Upgrade and Maintenance (1128)

This project involves correcting well casing and water chemistry deficiencies in the existing Elligsen well to maintain it as a backup supply for emergencies. Capacity analysis of the stormwater system downstream of the well house which carries pump-to-waste flows was completed in June 2019. The second half of calendar year 2019 will include well column and casing inspections, water chemistry analysis, and recommendations for improvements to address any discovered deficiencies. The first half of calendar year 2020 will include redevelopment of well capacity and implementation of improvements identified previously in the fiscal year.

French Prairie Bridge (9137)

This project will determine the final location, alignment, and design type and includes preparation of preliminary construction and environmental documents for a new pedestrian, bike, and emergency vehicle bridge over the Willamette River in the vicinity of Boones Ferry Road. City staff provided Planning Commission with a project update at the November 13 meeting. City staff are coordinating with Clackamas County to schedule a resolution supporting the Task Force recommendation of the suspension bridge as the preferred bridge before the Clackamas Board of County Commissioners.

French Prairie Road Phase II (2500/4500/7500)

This project will include paving, storm sewer, and sanitary sewer improvements to French Prairie Road in the Charbonneau development. Design is complete and anticipated to be advertised for construction bids in early January 2020.

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. PGE, Verizon, and Comcast are onsite to underground the overhead utilities. Construction of the upsized storm pipe to serve the future Coffee Creek Industrial area is nearly complete on Peters Road and will be transitioning onto Ridder Road in the coming weeks. Construction of the sanitary sewer pipe extension to serve the future Basalt Creek Area is now underway. Construction completion is anticipated for December 2020.

Gesellschaft Well Facility Rehab and Upgrade (1083)

This project addresses upgrades and repairs needed to correct deficiencies in the Gesellschaft well house, including piping, electrical, and mechanical systems. The City's Contractor, Stettler Supply & Construction, mobilized to the well site in late September. Work in the month of November consisted of the installation of conduit for generator power and controls, forming and pouring of the concrete generator pad, and the beginning of the interior well house work. Work will continue on this project through February 2020.

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. A professional services agreement with OBEC Consulting Engineers for design of the project went before City Council on December 2. Project design work is expected to begin in December.

Engineering Division, Capital Projects

Memorial Drive Splitter Manhole Replacement (2085)

This project involves the replacement of an existing sanitary sewer manhole at the intersection of Parkway Avenue and Memorial Drive with a new flow diversion manhole. The purpose of the project is to maintain equalized flows between two parallel sewer lines under I-5 and to avoid potential overflows. Engineering is currently in coordination with private utilities for relocation of conduits with the City's proposed manhole. At this time, a completion date for this project is unknown, but the project is to be completed this current fiscal year.

Memorial Park Pump Station (2065)

This project involves replacing and relocating the wastewater pump station in Memorial Park. The land use application has been deemed complete and is under review. Design is 90% complete and should be finalized in January 2020. A Request for Qualifications has been advertised and will be used to determine a list of qualified contractors from whom to solicit construction bids, upon receipt of land use approval from the Planning Division.

Street Maintenance Project—Wilsonville Road & Boones Ferry Road (4014/4118/4725)

This project involves the design and construction of the City's annual street maintenance program involving rehabilitation of the roadway surface to extend the effective service life, reduce maintenance costs, and continue a safe, functioning street network. The program also includes update of sidewalk curb ramps and traffic signals to comply with current ADA requirements and to ensure the City's public infrastructure is accessible by all ages and abilities.

- **Wilsonville Road & Boones Ferry Road**
Paving and striping work (shown right) is complete. The contractor is finishing some minor pedestrian signal work and the project punch list. Final completion is expected by the end of the year.
- **2020 Street Maintenance** Planned work includes Day Road, Town Center Loop, Parkway Avenue, Elligsen Road, and Burns Way. A professional services agreement with Wallis Engineering for design of the project went before City Council at the December 2 hearing. Project design work is expected to begin in December with construction planned for Summer 2020.



Willamette River Storm Outfalls (7053)

All construction activities have been completed except for repaving areas affected by the project. Paving will be completed by mid-December.

Water Treatment Plant (WTP) Expansion to 20 MGD (1144)

This project will expand the WTP capacity to 20 MGD and incorporate related WTP capital improvements, including Life Safety Upgrades (1137), Seismic Retrofits (1145), and Repair and Replacement (1146) projects. Alternative delivery methods such as progressive design-build are being considered. A Request for Qualifications or Request for Proposals will be issued in December 2019 or January 2020.

Water Treatment Plant (WTP) Surge Tank (1111)

The underground construction and restoration project is complete. The surge tank was delivered and installed on November 22. Final project completion is anticipated in December 2019.

Engineering Division, Capital Projects

Willamette Water Supply Program (WWSP) Coordination (1127)

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

- **PLM 1.1** Construction permits have been issued by the City for PLM_1.1, a WWSP 66” raw water pipeline between Arrowhead Creek Lane and Wilsonville Road. Construction contractor has started moving equipment and materials onto the site. Construction of the pipeline is expected to begin in December. Completion of this segment of pipeline is expected in the Fall 2020.
- **PLM 1.2** This is the WWSP 66” raw water pipeline that is included as part of the Garden Acres Road (4201) project. Construction of the WWSP pipeline is anticipated to start in April 2020.
- **PLM 1.3** This is the remainder of the WWSP 66” raw water pipeline through Wilsonville, including Kinsman Road, Boeckman Road, 95th Avenue, and Ridder Road. Community Development staff met in November with the project team to discuss alignment and pipe location. WWSP is progressing toward 60% design plans. Construction is scheduled to begin in Fall 2020.

Waste Water Treatment Plant (WWTP) Master Plan (2104)

This project will evaluate capacity of WWTP processes to accommodate projected growth and regulatory changes. A prioritized capital improvement plan and budget will be developed. A Request for Proposals was issued in December 2019.

Engineering Division, Private Development



Canyon Creek 2

This is a five lot subdivision (shown left) on the east side of Canyon Creek Road South. The contractor is nearing completion, with manhole testing and final punchlist items being addressed.

Fir Commons

Ten home condominium development (shown right) near Fir Avenue and 4th Street in Old Town. The public utilities are in place and the primary stormwater rain garden is installed and functioning, allowing for the release of building permits for three units. The four street-side stormwater planters have been poured and are waiting to be completed.



Engineering Division, Private Development

Frog Pond Meadows

74-lot subdivision (shown right) located north of Stafford Meadows and adjacent to Stafford Road. The contractor (NEI) has installed the sanitary utilities and roadway base. They are currently working on the storm system and water line.



Frog Pond—Morgan Farm Phase 2

42-lot subdivision (shown right) located north of Morgan Farm Phase 1. The contractor (NEI) is currently working on stormwater LIDA facilities and pre-check of final items.



Frog Pond—Stafford Meadows

The punch list is complete, and the project acceptance letter is being issued. Project is moving into the maintenance phase

Grace Chapel

Project involves the remodel and expansion of the south building of the former Pioneer Pacific College. The pre-construction meeting took place on October 17, with the project to begin in the near future.

Hilton Garden Inn

Construction continues on this four-story hotel at Memorial Drive and Parkway Avenue. The concrete sidewalk repairs, LIDA facilities, and road repair are some of the final items needed for completion. See below for photos.



Engineering Division, Private Development

Northstar Contractor Establishment—Clay Street

No new action since the pre-construction meeting took place for this frontage improvement project.

Parkway Avenue Street Repair

Century Link was forced to cross Parkway Avenue by way of trenching in order to extend services as allowed by their Franchise Utility Agreement with the City. The temporary asphalt patch (shown right) is currently being replaced with a permanent concrete patch as required by our Public Works Standards.

Shredding Systems

The project involves adding an additional building and expanding the sanitary, water, and storm systems. The permit is currently under initial plan review.



Engineering Division, Natural Resources

Boones Ferry Primary Stormwater Project

In partnership with the school district, City staff are working with fifth grade students at Boones Ferry Primary School to create a new landscaping plan for an existing stormwater facility. The planting plan will emphasize the use of native, low-maintenance plants, and provide a benefit to wildlife. Boones Ferry Primary students will learn about stormwater management through their involvement in designing and interpreting the enhanced stormwater facility.

The project will be completed over the 2019-20 school year and includes the following objectives:

1. Develop and implement a science-based curriculum about stormwater management.
2. Engage students in developing a planting plan for the enhanced stormwater facility. A charrette was held at the school in early December to gather students input on the design.
3. Students will participate in the development of an interpretive panel about the project. They will provide content and wording for the panel, which will also include their artwork. The panel will be manufactured and installed by a graphic design firm.
4. A planting event is scheduled for March. Students and other volunteers will provide the labor.
5. Conduct a celebration at the end of the school year, which will include the unveiling of the interpretive panel.

Planning Division, Current

Administrative Land Use Decisions Issued

- New roof structure over patio at Charbonneau club house
- Minor Modification to Old Town Square Master Sign Plan for Kiren Ramen
- Lot Line Adjustment for industrial property
- 2 Class I Sign Permits
- 2 Type A Tree Permits
- 4 Type B Tree Permits
- 1 Type C Tree Permit
- 2 Zoning Verification Letters
- New Single-family building permits

Construction Permit Review, Development Inspections, and Project Management

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

- Additional Building at SSI Shredding Systems
- Hilton Garden Inn
- Fir Avenue Commons residential development in Old Town
- Regional Park 7&8 in Villebois
- Residential subdivisions in Frog Pond West
- Aspen Meadows and Aspen Meadows II subdivisions on Canyon Creek Road South

Development Review Board (DRB)

DRB Panel A did not meet in November.

During their November 25 meeting, DRB Panel B approved an updated natural resource impacts, site, and building design for improvements at the Willamette River Treatment Plant and adjacent park as well as a new electrical building complex north of the park related to the Willamette Water Supply Project.

Upper Overlook Perspective



Planning Division, Current

DRB Projects Under Review

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

- Natural resource impacts as well as site and building design for improvements at the Willamette River Treatment Plant and park related to the Willamette Water Supply Project.
- Coffee drive-thru at Town Center Loop West and Park Place.
- Conversion of northern building of old Pioneer Pacific College campus on Parkway Avenue into offices for I&E Construction.
- Review of the design and placement of a new sewer pump station in Memorial Park.
- Revised Master Sign Plan for Stafford Business Center in North Wilsonville



Planning Division, Long Range

Equitable Housing Strategic Plan

Throughout November, the project team scoped out supplemental outreach opportunities to inform the draft Equitable Housing Strategic Plan. These include a targeted renter survey and project kiosks at the Wilsonville Public Library. Additional coordinated input opportunities will be posted on [Let's Talk, Wilsonville!](#) The project team will gather this additional input, along with the prioritized list of strategies, to formulate the draft Equitable Housing Strategic Plan, which will be presented to Council in early 2020.



**LET'S TALK,
WILSONVILLE!**

General project information is available on the project website: www.ci.wilsonville.or.us/housing.

Planning Commission

During the November 13 Planning Commission meeting, the Commission held a work session to discuss the scope of the design work and associated public engagement for the I-5 Bicycle and Pedestrian Bridge. Following the work session, staff provided the Commission with updates on the French Prairie Bridge project and the upcoming Urban Forest Management Plan. The next Planning Commission meeting will be December 13 and will include training on the City's Significant Resource Overlay Zone as well as an informational presentation on House Bills 2001 and 2003—housing related bills passed by the legislature.

Planning Division, Long Range

Residential Zoning Standards Modernization Project

Following a number of work sessions with the Planning Commission, staff developed a survey for [Let's Talk, Wilsonville!](#) and conducted outreach to stakeholders and interested parties. The focus of the project is to update zoning standards primarily pertaining to the Planned Development Residential (PDR) zones. Staff will present the results of the outreach and any changes to the recommended updates to the Comprehensive Plan and Development Code during a January Planning Commission work session. Following the work session staff anticipate moving forward with the Planning Commission public hearing.

Wilsonville Town Center Plan

During November, staff continued work on the development opportunity site analysis component of the upcoming marketing plan, and worked with Clackamas County's CC3D program to develop 3D renderings of the main street to include within the marketing plan. In addition, outreach continued with property owners, developers, and investors on key sites in Town Center.



WILSONVILLE TOWN CENTER PLAN

Planning Director Miranda Bateschell and Economic Development Manager Jordan Vance travelled to Bellevue, Washington, to meet with ROIC, the owners of the Town Center Shopping Center, about potential redevelopment of their Town Center property and to

tour a shopping center (Crossroads Bellevue) that ROIC is redeveloping into a mixed use center. In addition, Miranda and Jordan visited with City of Bellevue staff about the experience working with ROIC as a redevelopment partner. These activities further the project goal of achieving public-private development partnerships for Town Center. For additional information about the Town Center Plan project, visit the project website www.wilsonvilletowncenter.com.



Crossroads Bellevue is transitioning from a strip commercial center, adding multi-family housing, office and additional retail opportunities.



At Crossroads, ROIC is adding placemaking and community gathering elements, including outdoor seating, street facing shops, decorative lighting, and artistic signage for existing businesses.



NOVEMBER MONTHLY REPORT

From the Director:

Greetings from the Finance Team!

The Accountant's Team has been working with the Munis implantation staff throughout the month of November. We have completed the first stage in the General Ledger implementation and are waiting for our data to be uploaded into the live database. This will be the first opportunity to get in and really see how the new system will work. We are also continuing with the Contract Management, Purchasing, Project Ledger and Accounts Payable modules implementation. We will have the Munis team here twice during the month of December to keep the project moving forward.

Monday, December 2nd, was the opening of the PERS employee investment fund application period. Keith Katko was ready to go at the first bell and we have received confirmation that the City has indeed been awarded the State's match of \$856,583.25. We will be making our contribution payment of \$3.4M later in the fiscal year and will begin working with the actuary who will help determine the new rates that will go into effect on July 1, 2020.

Have a safe holiday season!

-Cathy Rodocker

By the Numbers:

Finance Statistics for the period of July 1, 2019-October 30, 2019

Utility Billing:

Total Monthly Bills	26,816
New Customers	397
New Service Locations	55

Accounts Payable:

Invoices Processed	2,938
Payments Processed	2,120

Municipal Court:

Total Citations Issued	1,068
Total Suspensions Issued	55
Ticket Revenue	\$97,024

Please Note: Utility Billing is reported with a one month lag-the numbers reported reflect the first month of the new fiscal year.

FY20 Financial Update:

The General Fund began to see the first of the property tax receipts during the month of November. As of 11/30, \$2.5M has been received of the \$11.7M anticipated. By the end of December, we expect to receive approximately 90% of the budgeted revenue.

The permit and other revenues sources for the Building Fund are just under the anticipated percentage estimated for FY2020. It is anticipated that the Building Fund will use a portion of its fund balance this fiscal year to cover its expenses.

One of the primary funding sources of the Community Development Fund are the project management fees associated with the Capital Improvement Program. While short staffed, the revenues are not coming in as originally anticipated. It is also anticipated that the Community Development Fund will use a portion of its fund balance this fiscal year to cover its expenses.

Transit Fund current revenues received are outpacing the expenses by over \$500K so far this fiscal year. That gap is expected to narrow once we begin to purchase some of the capital items that were approved during the budget process.

Through the month of November, all of the utility operating funds have recorded revenues and expenditures in line with their adopted budgets.

Did you know?

That in mid-November the police worked with several agencies for an operation inspecting unlicensed moving companies working here in Wilsonville? A number of citations were issued for driving uninsured, failing to carry proof of insurance, expired registrations and other violations. The citations holders are scheduled to appear at our Municipal Court the night of December 17.

	Budget	Activity	% Used
Fund 110 General Fund:			
Taxes	11,655,250	2,498,220	21%
Intergovernmental	2,265,804	253,528	11%
Licenses and Permits	177,750	116,486	66%
Charges for Services	747,100	226,548	30%
Fines	320,000	116,035	36%
Investment Revenue	300,900	201,111	67%
Other Revenues	9,569,070	9,049,723	95%
Transfers	3,599,940	1,359,083	38%
Total Revenue	28,635,814	13,820,734	48%
Personal Services	9,289,445	3,731,818	40%
Materials and Services	18,835,865	11,092,547	59%
Capital Outlay	291,604	15,000	5%
Transfers	4,003,336	1,083,340	27%
Total Expense	32,420,250	15,922,705	49%
Fund 210 Fleet Fund:			
Charges for Services	1,373,975	572,490	42%
Investment Revenue	23,069	11,856	51%
Total Revenue	1,397,044	584,346	42%
Personal Services	781,630	309,604	40%
Materials and Services	674,521	301,044	45%
Capital Outlay	149,000	19,327	13%
Transfers	2,400	1,000	42%
Total Expense	1,607,551	630,975	39%
Fund 230 Building Fund:			
Licenses and Permits	548,000	234,698	43%
Licenses and Permits-Villebois	254,000	76,285	30%
Charges for Services	9,000	2,250	25%
Investment Revenue	70,210	31,517	45%
Transfers	38,173	15,905	42%
Total Revenue	919,383	360,656	39%
Personal Services	1,056,480	408,108	39%
Materials and Services	173,553	75,047	43%
Transfers	650,393	311,675	48%
Total Expense	1,880,426	794,830	42%
Fund 235 Community Development Fund:			
Intergovernmental	0	19,500	-%
Licenses and Permits	352,440	322,558	92%
Licenses and Permits-Villebois	203,305	18,398	9%
Charges for Services	904,335	121,474	13%
Investment Revenue	55,165	32,595	59%
Other Revenues	400	300	75%
Transfers	2,882,543	541,627	19%
Total Revenue	4,398,188	1,056,451	24%
Personal Services	3,273,480	1,079,394	33%
Materials and Services	629,877	183,032	29%
Capital Outlay	0	2,015	-%
Transfers	577,223	240,510	42%
Total Expense	4,480,580	1,504,951	34%
Fund 240 Road Operating Fund:			
Intergovernmental	1,800,100	472,408	26%
Investment Revenue	25,075	20,041	80%
Other Revenues	2,000	53,278	2,664%
Total Revenue	1,827,175	545,728	30%
Personal Services	373,970	162,065	43%
Materials and Services	524,865	131,026	25%
Debt Service	82,000	0	-%
Transfers	1,279,014	224,715	18%
Total Expense	2,259,849	517,806	23%
Fund 245 Road Maintenance Fund:			
Charges for Services	1,899,000	794,345	42%
Investment Revenue	60,180	39,928	66%
Total Revenue	1,959,180	834,274	43%
Transfers	1,797,040	1,492,021	83%
Total Expense	1,797,040	1,492,021	83%

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CITY OF WILSONVILLE - Fund Summaries - through November, 2019

Budget Year Elapsed → 42%

	Budget	Activity	% Used
Fund 260 Transit Fund:			
Taxes	5,151,000	2,222,291	43%
Intergovernmental	4,217,893	567,023	13%
Charges for Services	185,000	66,855	36%
Investment Revenue	55,150	44,076	80%
Other Revenues	14,000	0	-%
Total Revenue	9,623,043	2,900,246	30%
Personal Services	4,146,860	1,537,624	37%
Materials and Services	2,284,406	708,432	31%
Capital Outlay	2,451,655	37,063	2%
Transfers	637,912	236,379	37%
Total Expense	9,520,833	2,519,498	26%
Fund 310 Water Operating Fund:			
Intergovernmental	0	50,000	-%
Charges for Services	9,217,000	5,244,298	57%
Fines	19,000	7,474	39%
Investment Revenue	270,810	176,944	65%
Other Revenues	195,550	4,000	2%
Total Revenue	9,702,360	5,482,716	57%
Personal Services	629,168	211,363	34%
Materials and Services	4,180,454	1,231,132	29%
Capital Outlay	534,000	0	-%
Debt Service	1,870,000	0	-%
Transfers	4,321,744	378,438	9%
Total Expense	11,535,366	1,820,932	16%
Fund 320 Sewer Operating Fund:			
Charges for Services	8,239,145	3,440,822	42%
Fines	0	27,738	-%
Investment Revenue	270,810	184,425	68%
Other Revenues	18,000	11,247	62%
Transfers	600,000	0	-%
Total Revenue	9,127,955	3,664,232	40%
Personal Services	402,546	122,108	30%
Materials and Services	3,484,878	1,044,256	30%
Capital Outlay	24,000	0	-%
Debt Service	3,000,000	0	-%
Transfers	4,022,036	260,336	6%
Total Expense	10,933,460	1,426,700	13%
Fund 350 Street Lighting Fund:			
Charges for Services	545,500	218,462	40%
Investment Revenue	25,075	13,902	55%
Total Revenue	570,575	232,363	41%
Materials and Services	373,843	114,926	31%
Transfers	430,103	0	-%
Total Expense	803,946	114,926	14%
Fund 370 Storm Water Operating Fund:			
Charges for Services	3,175,000	1,287,775	41%
Investment Revenue	50,150	26,687	53%
Total Revenue	3,225,150	1,314,462	41%
Personal Services	274,796	90,874	33%
Materials and Services	527,543	125,041	24%
Debt Service	508,000	0	-%
Transfers	3,553,189	728,466	21%
Total Expense	4,863,528	944,381	19%



NOVEMBER 2019 MONTHLY REPORT



Wilsonville Public Library Foundation's "A Toast to Imagination" wine tasting fundraising event on November 9.

Manager's Report

November was busy with the Wilsonville Public Library Foundation's annual wine tasting fundraiser and the installation of Electric Avenue car charging stations. The library's partnership with Wilsonville Stage brought local live theater to the library and we saw the return of the weekly English class, provided in partnership with Goodwill.

The October Statistical Report showed a 4% increase in circulation of Adult non-fiction books, magazines, and 5% in children's fiction. The meeting rooms continue to see significant use, with a 32% increase over last year. Music CDs had a 19% increase in circulation over the same time last year.

The library has started searching for a possible consultants for the upcoming strategic planning process.

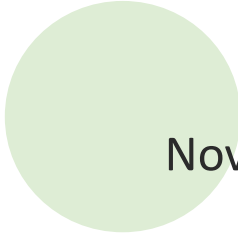
Attached is the November edition of the library's newsletter, "Check Out," which lists programs and events at the library in November.

-Pat Duke, Library Director



CHECK OUT!

Wilsonville Public Library news & events



November 2019

8200 SW Wilsonville Road
Wilsonville, OR 97070

Phone: 503-682-2744
Fax: 503-682-8685
E-mail:
info@wilsonvillelibrary.org

Hours & Days of Operation

Mon.- Thurs.: 10am–8pm
Fri. - Sat.: 10am–6pm
Sun.: 1pm–6pm

Library closed
Monday, Nov. 11
Thursday, Nov. 28
Friday, Nov. 29

Find us online at:
www.WilsonvilleLibrary.org
Facebook (WilsonvilleLibrary)
Twitter (@wvlibrary)

Library Foundation wine tasting event on Nov. 9

Join us for an enjoyable evening of wine tasting and hearty appetizers in a relaxed atmosphere in our Library.

All wineries will offer wine for purchase with a portion of the retail price benefiting the Library Foundation.

This after-hours adults-only fundraising event supports and expands



A Toast to Imagination

programs for children and adults in the library and community. The Library Foundation is helping the Library thrive.

Tickets are \$55 per person. Ticket price helps fund Dolly Parton's Imagination Library and special library programs including Science Adventure, History Pub, school Family Nights, community outreach, and classes for adults.

Tickets are available online or at the Circulation Desk.

Find out more on the Wilsonville Public Library Foundation website:

www.wplf.org

November Library closures



The library will be closed the following dates in November:

Monday, Nov. 11
(Veterans Day)

Thursday, Nov. 28
(Thanksgiving)

Friday, Nov. 29
(Thanksgiving)

To renew items, visit the library website and click on "My Account", or call our automated phone service at 503-659-8634.

www.WilsonvilleLibrary.org



Library Artists of the Month:

Lake Oswego Reads artwork

Check Out!

Youth Programs

Birth to Age 5

Baby Time

For ages 0-12 months
Rhymes, songs, and special bonding time with your baby.

Friday Mornings
10:30 am–11:15 am
(including playtime)
Oak Room
No Baby Time Nov. 29

Toddler Time

For ages 1 & 2
Stories, songs, and puppets with your toddler.

Tuesday mornings
TWO SESSIONS!
10:00 am–10:30 am
11:00 am–11:30 am
Oak Room

Family Storytime

For ages 3 and up
Bring the whole family for fun with books, including creative storytelling with songs, puppets, and props.

Tues. evenings: 6:30–7:00 pm
Wed. mornings: 10:30–11:00 am
Thurs. mornings: 10:30–11:00 am
No Storytime Nov. 26-28

Play Group

For ages 0–6
Drop in anytime and let the kiddos play with a variety of toys, as well as socialize with the under-6 crowd.

Monday mornings
10:00 am–11:30 am
Oak Room
No Play Group Nov. 11



Grades K–5

K-2 Book Adventures

Classic stories, books, and authors with interactive story-telling, puppetry, and other fun activities.

Food in Fact & Fiction
Thursday, Nov. 14
3:30 pm–4:15 pm
Oak Room



International Games Day!



Celebrate International Games Day with a day of gaming at the library! Choose from a variety of board and card games, including new games just for this event, or bring your own.

For all ages. Children welcome with parent or caregiver.

Saturday, Nov. 16
12:00 pm–4:00 pm
Oak Room
Free



Did you know?

The Teen Area has new TV screens, which are used for a variety of activities during Teen events:

- Virtual Reality casting (see what's going on in the VR headset of the user)
- Movie viewing
- Video games
- Instructional videos for craft events

Teen Programs

Grades 6–12

Join us for FREE movies, games, food, and more with monthly events just for 6th–12th graders.



BOB ROSS-STYLE PAINT NIGHT (after hours!)

Friday, November 22
6:30 pm–8:30 pm

Discover your inner artist! Learn to paint stunning landscapes and take home your very own piece of artwork.

Space is limited. Sign up online starting Nov. 1:
www.WilsonvilleLibrary.org/teens

For students in grades 6–12

TAB wants you!

The Teen Advisory Board (TAB) is made up of 6th through 12th graders like you who meet to:

- Hang out, eat, & have fun
- Help choose books, music, and movies for the library
- Plan events

If you're interested, send us an e-mail or call Brad at 503–570–1592, or just show up at our next meeting.

November 2019

Teen E-mail List

Want to come to an event, but need a little reminder? Enter your email address at

www.WilsonvilleLibrary.org/subscribe

to get added to our eNotify list.

Or become a Facebook friend of “Wilsonville Library” to get event updates!

Adult Programs

Classes & Lectures



PROFILE Sunday: The Real Thanksgiving
How did a modest 17th century feast transform into the most widely

celebrated American event? Find out with Dr. Bill Thierfelder.

Sunday, Nov. 10
1:30 pm–3:00 pm
Rose Room
No Charge

“A Will Is Not Enough in Oregon”
Local attorney Richard Schneider shares information about wills, living trusts, power of attorney, and more. Q&A!

Thursday, Nov. 21
6:00 pm–7:30 pm
Oak Room
No Charge

History Pub
Monthly programs focusing on Oregon’s rich history.

Tuesday, Nov. 27
6:30 pm–8:00 pm
Wilsonville McMenamins
Doors open at 5 pm
No Charge

Clubs & Groups

English class
Learn English for free. All levels welcome.
Starts Nov. 14

Thursday mornings
11:00 am–12:30 pm
No charge

English Conversation Group
Informal practice for non-native English speakers.

Monday evenings
6:00 pm–7:30 pm
No charge

Genealogy Club
Open to seasoned and beginner genealogists.

Monday, Nov. 18
1:00 pm–2:30 pm
Oak Room
No charge

Great Books Discussion Group
Discussion of the great Western classic books.

Tuesday, Nov. 12
6:00 pm–8:00 pm
Phila Simmons Room
No charge

Entertainment



First Friday Film
Watch the latest releases, free on our big screen.

A struggling musician realizes he's the

only person on Earth who can remember The Beatles after waking up in an alternate timeline where they never existed.

Friday, Nov. 1
6:00 pm–8:00 pm
Oak Room
No charge



Book Notes Concert
Monthly live music in the library stacks on the 2nd Saturday of the month.

Fireside Social Orchestra

19th century music on original instruments and voices.
Saturday, Nov. 9
2:00 pm–3:00 pm
Magazine reading area
No Charge

INTERNATIONAL GAMES DAY




Join us for a day of gaming at the library!

We will have a variety of board and card games available, including old favorites and some new ones. Feel free to bring your own!

For all ages. Children welcome with parent or caregiver.

Saturday, Nov. 16
12:00 pm–4:00 pm
Oak Room
No Charge

Find out more at
www.WilsonvilleLibrary.org/gaming

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				<p>PROGRAM TYPE</p> <ul style="list-style-type: none"> ● Children ● Teen ● Adult 	<p>1</p> <ul style="list-style-type: none"> ● Baby Time 10:30-11:15 am ● First Friday Films Yesterday (PG-13) 2019 6-8 pm 	<p>2</p> <ul style="list-style-type: none"> ● Mexican Folk Dance Class 10:30-11:30 am ● Special History Pub About Suds, Hops and Chutzpah: A Global History of Beer 11am-12pm
3	4	5	6	7	8	9
	<ul style="list-style-type: none"> ● Playgroup 10-11:30 am ● English Conversation Group 6-7:30 pm ● Spanish Beginning 2 Class 6:30-7:30 pm 	<ul style="list-style-type: none"> ● Toddler Time 10-10:30 am 11-11:30 am ● Card Making Class 1-2:30 pm ● Family Storytime 6:30-7 pm 	<ul style="list-style-type: none"> ● Family Storytime 10:30-11 am ● Spanish Beginning 2 Class 6:30-7:30 pm 	<ul style="list-style-type: none"> ● Family Storytime 10:30-11 am 	<ul style="list-style-type: none"> ● Baby Time 10:30-11:15 am 	<ul style="list-style-type: none"> ● Mexican Folk Dance Class 10:30-11:30 am ● Booknotes Concert Series Phil & Gayle Neumanohn 2-3 pm ● A Toast to Imagination Wilsonville Public Library Foundation 7-9:30 pm
10	11	12	13	14	15	16
<ul style="list-style-type: none"> ● Profiles lecture: The Real Thanksgiving 1:30-3 pm 	<p style="text-align: center;">Veterans Day Library Closed</p>	<ul style="list-style-type: none"> ● Toddler Time 10-10:30 am 11-11:30 am ● Card Making Class 1-2:30 pm ● Great Books Discussion Group Aristophanes: Clouds & Lysistrata 6-8 pm ● Family Storytime 6:30-7 pm 	<ul style="list-style-type: none"> ● Family Storytime 10:30-11 am ● Spanish Beginning 2 Class 6:30-7:30 pm 	<ul style="list-style-type: none"> ● Family Storytime 10:30-11 am ● Free ESL English Class 11-12:30 pm ● K-2 Book Adventures 3:30-4:15 pm 	<ul style="list-style-type: none"> ● Baby Time 10:30-11:15 am 	<ul style="list-style-type: none"> ● Mexican Folk Dance Class 10:30-11:30 am ● International Games Day 12-4 pm
17	18	19	20	21	22	23
	<ul style="list-style-type: none"> ● Playgroup 10-11:30 am ● Genealogy Club 1-2:30 pm ● English Conversation Group 6-7:30 pm ● Spanish Beginning 2 Class 6:30-7:30 pm 	<ul style="list-style-type: none"> ● Toddler Time 10-10:30 am 11-11:30 am ● Card Making Class 1-2:30 pm ● Family Storytime 6:30-7 pm 	<ul style="list-style-type: none"> ● Family Storytime 10:30-11 am ● Spanish Beginning 2 Class 6:30-7:30 pm 	<ul style="list-style-type: none"> ● Family Storytime 10:30-11 am ● Free ESL English Class 11-12:30 pm ● A Will is not enough in Oregon 6-7:30 pm 	<ul style="list-style-type: none"> ● Baby Time 10:30-11:15 am ● Teen After Hours Event 6:30-8:30 pm 	<ul style="list-style-type: none"> ● Mexican Folk Dance Class 10:30-11:30 am
24	25	26	27	28	29	30
	<ul style="list-style-type: none"> ● Playgroup 10-11:30 am ● English Conversation Group 6-7:30 pm 	<ul style="list-style-type: none"> ● Toddler Time 10-10:30 am 11-11:30 am ● Family Storytime 6:30-7 pm ● History Pub Rhyme 'Em Cowboy 6:30 pm Doors open at 5 pm 	<ul style="list-style-type: none"> ● Family Storytime 10:30-11 am 	<p style="text-align: center;">Thanksgiving Day Library Closed</p>	<p style="text-align: center;">Library Closed</p>	<ul style="list-style-type: none"> ● Mexican Folk Dance Class 10:30-11:30 am

NOVEMBER





From the Directors Desk:

The month of November ended with FANTASTIC holiday decorations being displayed at the Parks and Recreation Office and throughout Town Center Park. It is truly beautiful, helps get everyone in the holiday spirit, and it is thanks to our unequalled Parks Crew. The City of Wilsonville parks are in great hands with this dedicated group of professionals.

The City's "new" Dog Park is taking shape as the black vinyl fencing has been installed and the permanent restroom will be in place within the next couple months. The goal is to have this area open for the pups by May 2020.

The Toy Drive continues through December 14 at the Parks and Recreation Administration Building. You can provide an unwrapped toy for youngsters to brighten up their holiday season. All the toys donated stay within Clackamas County.

Recreation Coordinator Erica Behler with help from our amazing Administrative Assistants, Ahsamon and Brittany have the winter activity guide completed and it will be distributed throughout the community before December 15.

The entire department welcomed two new "family" members this past year as Brian Stevenson and wife welcomed a healthy baby boy and Zack Morse and wife embraced a baby girl on Thanksgiving Day. We hope to see both youngsters enjoying our parks soon.

From the Parks and Recreation Staff wishing everyone a happy and healthy holiday season and amazing 2020.

-Mike McCarty



Winter/Spring Activity Guide Complete! Registration to Open on Dec. 9th!

The Winter/Spring Activity Guide, which runs January through April is complete! Registration will open on Monday, December 9. New offerings this season include; Teen Book Club, Mama & Baby Yoga, "Conversations that Grow" Communication Class, Sourdough Baking, Emergency Preparedness for Seniors, and much more! This season's large events include, the Community Egg Hunt, The Daddy Daughter Dance, and WERK Day.

Community Center Updates

The Community Center hosted a special Thanksgiving meal on Friday, November 22. Turkey, mashed potatoes, gravy, stuffing, green beans, and pumpkin pie were served up for lunch.

Bingo on the 3rd Wednesday of the month continues to be a popular addition to Community Center programming, drawing 20+ each month.

New Major Event Sponsor Highlight— OCCU of Wilsonville

OCCU of Wilsonville has generously partnered with the Parks and Recreation department to sponsor a number of upcoming events including; Main Stage Sponsor for 2019 and 2020 Community Tree Lighting, 2019 Toy Drive, the 2020 Community Egg Hunt, the 2020 Movies in the Park series. It is because of generous sponsors like this that we are able to keep our events affordable for the community. Thank you OCCU of Wilsonville!

Upcoming Events:

Community Tree Lighting— Wednesday, December 4 Town Center Park 5:30 pm—7:30 pm

Holiday Toy Drive— New, unwrapped toys for the 6th annual Parks & Recreation Toy Drive will be accepted beginning on Monday, November 4 and collected through Friday, December 13 at the Parks and Recreation Administration building Monday through Friday from 8am to 5pm. All toys will go to those in need in Clackamas county this Holiday season.

Daddy Daughter Dance— Friday, February 28 Wilsonville Community Center 7:00 pm—9:00 pm



Board Updates:

Parks & Rec. Board: The Board met on November 7 to receive an update regarding the Willamette Water Supply Program. This project will have an impact on the Water Treatment Plant Park. The board approved the presented plan.

Wilsonville Community Seniors Inc. (WCSI): The WCSI is organizing a white elephant gift exchange during the Community Center's Holiday Lunch on December 20. Final details are being worked out for the Emergency Preparedness Workshop on January 18 from 1:30 – 3:30 pm at the Community Center for community members 55 or older. This free workshop will help attendees create an emergency plan and those in attendance will receive a free fully-stocked "Go Bag" at the end of the workshop.

Parks Maintenance Updates:

- Aerated the new dog park for better drainage
- Completed fence install at new dog park
- Graffiti removal
- Installed Holiday lights
- Continued seasonal leaf removal
- Installed new park rules signage
- Hosted the annual Veterans Day Ceremony on November 11



Parks Maintenance Updates:



Parks Maintenance Updates:



Parks Maintenance Updates:



Parks Maintenance Updates:



Parks Maintenance Updates:



**HAPPY HOLIDAY'S FROM THE PARKS
AND RECREATION DEPARTMENT!**





NOVEMBER 2019 MONTHLY REPORT

From The Director's Office:

Inclement Weather Preparation

With freezing temperatures and forecasts of ice or snow, the Public Works and Parks staff participated in their annual Winter Storm Response Training to prepare for inclement weather events. Personnel reviewed the [Snow and Ice Control Plan Revised 11/12/2019](#), watched a demonstration on how to install tire chains on vehicles, and discussed the operation of snow blades and sanding equipment. They also reviewed the updated plan to become familiar with the application of magnesium chloride as an anti-icing/deicing agent. This is a new capability for the City, which can be a very beneficial tool when used in conjunction with other best management practices (BMPs) and methods for snow and ice control.



MgCl application being done prior to Thanksgiving Holiday weather event.



Manny Ghiseline, Roads Maintenance Specialist describing operation of the sanding equipment



Preston Langeliers, Roads and Stormwater Supervisor explaining the process of the snow plow blade.

From the Desk of the Director, continued



Detailing the operation of the snow blade on the front of the MgCl tank truck.

Demonstration of the installation of tire chains for large vehicles.

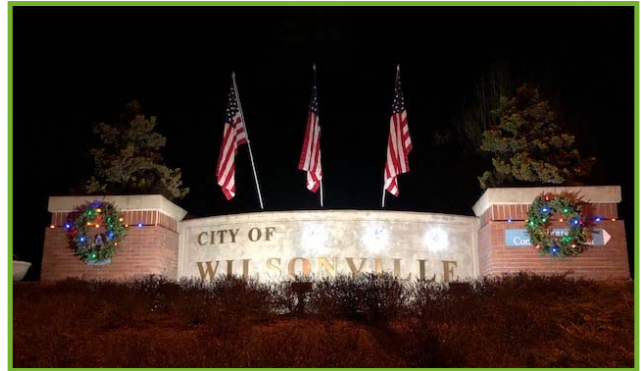


Discussing operation of the sanding equipment.

Roads & Storm Water Division

Street Holiday Decorations

The Roads crew installed holiday decorations at various locations along City streets to ensure they would be ready to be lit the first Monday in December.



Sign Base Installations

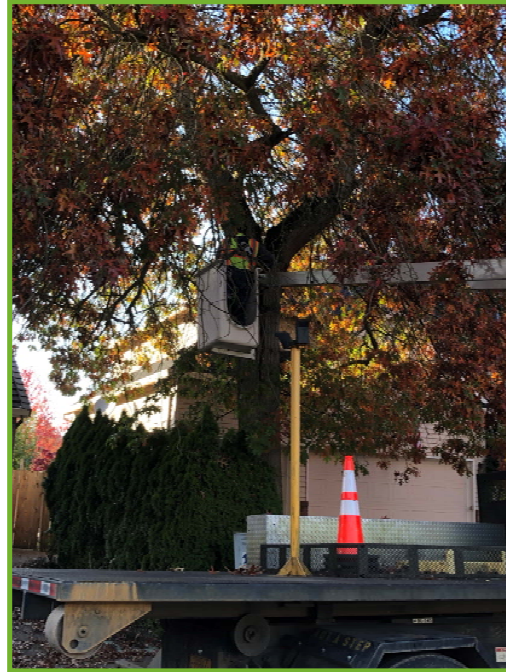
Manny Ghiselline, Road Maintenance Specialist prepared sign bases for new "Stop" signs to be placed at the intersection of Barber Street and Villebois Drive.



Roads & Storm Water Division

Hazardous Oak in Wilsonville Meadows

The Roads crew responded to an emergency call-out when an Oak tree in Wilsonville Meadows neighborhood split and threatened to fall onto two homes. Public Works staff placed a safety chain around the tree to hold it together and cordoned off the area until the contractor could arrive to safely remove the tree.



Leaves, Leaves & More Leaves!!

Several windstorms blew through town last month depositing leaves along the roadways. The Roads and Stormwater staff actively worked to collect the leaves to assure they did not lead to residential or road flooding issues.

Roman Kylo, Road Maintenance Specialist drives the truck while Randy Burnham, Stormwater Maintenance Specialist operates the leaf vacuum.



Utilities Division—Sewer

Manhole Raising

Over the years, manholes can become buried as dirt or rock are added to the surrounding area. In order to bring the manholes back up to grade to ensure they are not lost or become inaccessible, grade rings are added to the manhole structure. This job involves excavating around the manhole, removing the manhole frame, adding grade rings and grouting in between each ring. The manhole frame is then grouted back into place and the excavated area is backfilled.

Below, Sewer crew members, Chad Whiting and Kyle Bean raise a manhole in Memorial Park.



Utilities Division—Water

Looking for Leaks

Every year a leak detection service is contracted to listen for leaks in a predetermined sector of the City. This year the focus of the leak detection survey was in Charbonneau. The survey discovered a leaking blow off, a hydrant leak, and a leaking 2" lateral. The total water loss of these leaks was estimated to be 3.75 gallons per minute which does not seem like a lot, but when converted to gallons per year this figure comes out to 1,971,000.

The water crew jumped on repairing the leaks immediately. The most significant leak was the 2" lateral in Village Greens Circle. The fix for this repair involved tapping the existing line and installing 2 new service lines which entailed excavating a trench to the water main and installing two new corporation valves as well as running new copper lines to the meters.



Trench for new water line



Water Technician Sam Kinnaman installing service lines



Some days are dirtier than others

Facilities Division

Winter Wonderland at City Hall

The Facilities Division finished installing the usual holiday decorations to five of the City's facilities, but the sixth building received something a little different this year. Crews decided to forgo the usual hanging of the Holiday wreaths from the roof top of City Hall and instead attempted to create the appearance of a winter wonderland. Two 12' foot tall trees were safely mounted and secured to the Eastern and Western entrance rooftops. The trees were then decorated with silver and blue, shatter proof decorations and white lights. To

complete the display, blue and white icicle lights were then hung around the perimeter of the rooftops. The change of décor was brought on by two main factors. The first was safety driven, each year crews would have to hoist several five foot diameter wreaths hand over hand to the top of the thirty foot tall building exposing themselves to an awkward lifting position. The other had to do with the wear and tear of the parapet wall flashings caused by the metal brackets used to hang the wreaths. After several years of decorating, the brackets have begun to wear off the paint and primer from the metal flashing, requiring the need for repainting.



Facilities Division

City Facilities Holiday Decorations





SMART

SOUTH METRO AREA REGIONAL TRANSIT

November 2019 Report

A Note from the Director

The month of November eerily rolled in like the London fog. Inch by inch making its way across the landscape in an effort to cover us like our least favorite blanket. Protecting us from nothing but the blue sky and/or the starlit galaxies above. Yes, the grey days of November are here.

So what exactly is this thing called grey? Well, Merriam-Webster defines it as, “dull in color; lacking cheer or brightness, in mood, outlook, style or flavor.” Somewhere I read that grey is actually a neutral color or achromatic color, meaning literally that it is a color “without color.”

Henry Wadsworth Longfellow and Dr. Martin Luther King, Jr. provided similar thoughts on how we should approach grey days. Longfellow wrote, and I paraphrase, “Be still sad heart, and cease repining; behind the clouds is the sun still shining; thy fate is a common fate of all, into each life some grey must fall.” Dr. King, however, took a less dreary approach when he wrote, and I again paraphrase, “Only when it is grey enough can we see the stars.”

November may indeed be grey, but it is always sunny in SMARTville.

Dwight Brashear
Transit Director



Grants and Programs - Elli Work

Grants and Programs Manager

An ongoing IGA between the City of Wilsonville and Ride Connection affords SMART a grant-funded mobility specialist who provides travel training to seniors and people with disabilities of any age.

The following is an excerpt from the National Rural Transit Assistance Program website, May 2015

Travel Training Best Practices

It's no secret that transit systems can seem complicated and intimidating to new customers. Riders may have trouble understanding and navigating system route maps and schedules, and may be overwhelmed by transit options. According to a 2009 study in the *Transportation Research Record*, only 5% of seniors use public transit. The study also found that the main reason for this lack of use was a widespread unfamiliarity with public transit, and a lack of confidence in using its services.

Travel training is one method that transit agencies have used successfully to bridge the learning gap for new riders, especially seniors and persons with disabilities. Travel training can give new riders the skills to:

- Understand trip planning software
- Read route maps and schedules
- Locate bus and train stops
- Flag down buses
- Calculate and pay fares
- Obtain and use transit passes
- See when the desired stop has been reached
- Indicate to the bus driver to stop
- Obtain service updates
- Use mobility devices safely on vehicles
- Tell if a bus accommodates mobility devices

The hope is that by engaging inexperienced riders in using transit systems, they can become more comfortable and eventually use transit independently. This can generate more active lifestyles for riders, and allow them to function fully as part of their communities. One innovative use of travel training is teaching

persons with disabilities who would otherwise use costly paratransit service to use fixed-route service. Two studies conducted by Easter Seals Project ACTION in 2012 found that travel training services had the potential to provide hundreds of thousands of dollars in net savings to transit agencies.

No matter how a travel training program is structured or carried out, the key to success depends on how well the program responds to community needs. "The secret to the success to the Metro Bus Travel Training program is the strong community outreach component," said Berta Hartig, Marketing and Communications Manager for the St. Cloud Metro Bus of St. Cloud, Minnesota.

"Metro Bus has developed mutually beneficial relationships within the network of care providers, senior living facilities, social service agencies and organizations that support people with disabilities and seniors. Because these agencies un-

derstand the benefit to the individual, agency and the overall community, and have seen the success individuals have in learning how to ride and become more independent, they continue to refer people to our program."

With the myriad ways that travel training can be achieved, there is no reason for anyone to be excluded from their community because of an unfamiliarity with using transit. As the US population ages, travel training programs will be vital in giving people the independence they need to live full lives, and the versatility of travel training programs means that every transit agency can respond to their community's needs, whether by using volunteers, technology, or community organizations to best reach out to potential new customers.

Mobility Specialist John Garland can be reached at SMART or by email at:

jgarland@rideconnection.org



Operations - Eric Loomis

Operations Manager

Overall ridership is **down 2.25%** compared to September 2018 and **up 15.81%** compared to last month (September 2019). The Route 2X and 4 Saturday services saw a large increase over last year. This is most likely due to the increased frequency that began on September 23. This is the first full month of ridership for the Villebois Shopper Shuttle on Saturday, so we will be monitoring it closely in the coming months. The 7 saw another large increase and will be monitored closely since the new route changes have taken effect. A large de-

crease occurred on Route 2X and 7 as compared to last year. Last October's ridership for both routes are outliers as compared to surrounding months and this October's ridership is closer to the average monthly ridership.

	1X Salem	2X Tualatin	2X Sat Tualatin	3X Canby	4 Wilson- ville	4 Sat Wilson- ville	5 95th & Com- merce	6 Argyle Sq	7 Villebois	V Villebois Shuttle	V Sat Villebois Shuttle	C Charbon- neau Shuttle	Total
Oct 2019	3,965	6,343	386	1,500	10,538	512	1,003	1,844	425	1,560	109	223	28,408
Oct 2018	3,842	7,156	195	1,026	10,883	426	1,259	1,840	190	2,097	-	133	29,047
Diff	123	-813	191	474	-345	86	-256	4	235	-537	-	90	-639
% Change	3.10%	-12.82%	49.48%	31.60%	-3.27%	16.80%	-25.52%	0.22%	55.29%	-34.42%	-	40.36%	-2.25%



Be Seen. Be SMART.

Commuter picking up some safety gear during morning commute

Transportation Options - Michelle Marston Program Coordinator

Be Seen Be SMART campaign was hosted Monday November 4. SMART staff greet commuters at both the morning and evening commute time of the Wilsonville Transit Center with free safety lights and reflective bands. Commuters commented on how much they enjoyed receiving

these lights each year and they truly do put them to good use. They are also available the first part of December at City Hall, Charbonneau Country Club, and at the Community Center, while supplies last.



Commuter modeling her new safety wear.

Safe Routes to School - Sheilagh Griffin TDM Technician

Fall and winter for Safe Routes to School is the time for planning for spring, summer and early fall when the weather is better for active transportation. SMART is in the process of planning activities for the better weather. We are planning Learn To Ride Clinics at primary and middle Schools and working with school

administrators and teachers to present safety

information to student classes. Now is the time to plan for activities leading up to the May 6 Bike to School Day, providing safety education and support

Learn to Ride a Bike Clinics for Primary and Middle School Students

February 5th Wood Middle School 1:45 – 3:45 pm
 March 4th Lowrie Primary School 12:15 – 2:15 pm
 April 6th Meridian Creek Middle School 9 am – 12 pm
 April 8th Boeckman Creek Primary School - 12:15 – 2:15 pm
 April 22nd Boones Ferry Primary School - 12:15 – 2:15 pm
 May 6th Bike to School Day! Bike Fairy Day!

Learn to ride clinics for Spring.

to encourage more walking and biking to school.

Fleet Services - Scott Simonton Fleet Services Manager

When vehicles and equipment reach the end of their useful life, the City must follow disposal procedures ensuring open competition and transparency, with guidelines similar to public purchasing procedure. Currently, most of these assets are sold at public online auction, via www.publicsurplus.com.

The website operates similar to eBay, although there are some differences:

- All sellers are public entities.
- There is no cost to the sellers. The auction site generates revenue by charging successful bidders a 10% buyer's premium.
- While the auctions have an end date and time, if bids are received in the closing minutes of an auction, the auction extends until bidding stops, allowing the sales price to increase until competi-

tion amongst bidders is exhausted.

- The website handles all financial aspects of the transaction on our behalf. Buyers pay the auction site directly, and the auction site mails the City a check at the end of each month.

Sale prices have been very favorable. As an example, we recently auctioned a 2000 Chevrolet minivan. Blue book value was estimated at \$2,500. The final sales price for the auction was \$3,700. For the calendar year 2019, seven vehicles were auctioned in this manner. The total proceeds of those sales totaled \$63,925. Sales proceeds are placed in the City's fleet replacement fund, helping offset future vehicle purchase costs.

The screenshot shows the Public Surplus website interface. At the top, there is a navigation bar with 'Home | Browse | Search | My Stuff | Auctions | Tools'. Below this is a search filter section for 'Closed Auctions for: City of Wilsonville - SMART'. The search criteria include: Keyword (empty), Ended between Nov 6, 2019 and Nov 27, 2019, Category (All Categories), Sold Status (All Items), User (Auctions(s) Bidder), Pay Status (All Items), Department (All Departments), and Pickup Location (All Locations). A 'Search' button is present.

Auction	Title	Price	Status	Paid	Pick-up	Notes	Date Ended	Copy
2462045	2006 Ford F-150 2WD	\$7,300.00	●	PAID	🚚	📄	Nov 6, 2019 2:35:32 PM PST	📄
2467105	2008 Ford F-150 2WD	\$6,300.00	●	PAID	🚚	📄	Nov 13, 2019 2:31:22 PM PST	📄
2471945	2000 Chevrolet Venture 3.4L V6	\$3,700.00	●	PAID	🚚	📄	Nov 20, 2019 2:35:18 PM PST	📄
Page Total:		\$17,300.00						
Grand Total:		\$17,300.00						

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