

# City of Wilsonville

City Council Meeting

January 6, 2020



**AGENDA**

**WILSONVILLE CITY COUNCIL MEETING  
JANUARY 6, 2020  
7:00 P.M.**

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

Mayor Tim Knapp

Council President Kristin Akervall - Excused  
Councilor Charlotte Lehan

Councilor Joann Linville  
Councilor Ben West

**CITY COUNCIL MISSION STATEMENT**

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

---

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

**6:30 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

**6:55 P.M. ADJOURN**

**THERE IS NO WORK SESSION SCHEDULED.**

---

**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, January 6, 2020 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10 a.m. on December 17, 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.

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

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

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

- A. Healthy Democracy (Marge Easley)

**7:20 P.M. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS**

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

**7:55 P.M. MAYOR'S BUSINESS**

- A. Municipal Court Judge Contract Renewal (Katko)
- B. Placeholder for Reappointments and Appointments
- C. Upcoming Meetings

**7:25 P.M. COUNCILOR COMMENTS**

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

**7:35 P.M. CONSENT AGENDA**

A. **Resolution No. 2784**

A Resolution Of The City Of Wilsonville Adopting The Intergovernmental Agreement Between The City Of Wilsonville And Other Governmental Agencies Who Are Members Of The Managing Oregon Resources Efficiently (MORE-IGA) Assistance Agreement. (Montalvo)

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

**7:45 P.M. LEGAL BUSINESS**

**7:50 P.M. ADJOURN**

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

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



**CITY COUNCIL MEETING  
STAFF REPORT**

<b>Meeting Date:</b> January 6, 2020		<b>Subject:</b> Employment Contract Renewal (2 year extension) for Municipal Court Judge (Fred Weinhouse)	
		<b>Staff Member:</b> Keith Katko, Assistance Finance Director	
		<b>Department:</b> Finance	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input 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 checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Staff recommends that Council renew the employment contract for City of Wilsonville Municipal Court Judge Fred Weinhouse to a period of two (2) years from an effective date of 01/01/20.			
<b>Recommended Language for Motion:</b> I move to approve the renewal of the employment contract for City of Wilsonville Municipal Court Judge Fred Weinhouse to a period of two (2) years and a salary adjustment to \$100 an hour from an effective date of 01/01/20.			
<b>Project / Issue Relates To:</b>			
<input type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input checked="" type="checkbox"/> Not Applicable	

**ISSUE BEFORE COUNCIL:**

Updated employment contract for Fred Weinhouse as Municipal Court Judge for the City of Wilsonville for a period of two (2) years from an effective date of 01/01/20. The existing contract between the City and Judge Weinhouse expired on 12/31/2019.

**EXECUTIVE SUMMARY:**

Municipal Court is responsible for providing a local forum for adjudicating violations of City ordinances, parking infractions, and state traffic laws within its local jurisdiction.

Judge Fred Weinhouse has served in the capacity of Municipal Court Judge since 01/01/17 and has served the City well in the adjudication of cases in an expeditious, impartial, and consistent manner. During his tenure, Judge Weinhouse has promoted public safety through public education, adjudication, and compliance programs.

The expiring contract had been for 2 years with an hourly rate of \$92/an hour. This hourly rate has been static since January 2011. The proposed contract is for the duration of two additional (2) years at a rate of \$100/an hour, with existing provisions remaining.

**EXPECTED RESULTS:**

Continuation of Municipal Court operations.

**TIMELINE:**

Contract renewal is for a period of two (2) years from an effective date of 01/01/20.

**CURRENT YEAR BUDGET IMPACTS:**

An \$8.00 an hour salary increase.

**FINANCIAL REVIEW / COMMENT:**

Reviewed by: CAR Date: 12/30/2019

**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ Date: 12/30/2019

**COMMUNITY INVOLVEMENT PROCESS:**

N/A

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

Continuation of Municipal Court Operations.

**ALTERNATIVES:**

N/A

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENT:**

1. Employment Agreement

**CITY OF WILSONVILLE  
EMPLOYMENT AGREEMENT  
2020-2022**

This Employment Agreement (“Agreement”) is made and entered into effective the 7<sup>th</sup> day of January 2020 (“Effective Date”), by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (the “City”), and **Fred Weinhouse** (“Employee”), both of whom understand and agree as follows:

**WITNESSETH:**

WHEREAS, the City desires to continue to employ the services of Employee as the Presiding Municipal Court Judge (“Judge”) for the City of Wilsonville, effective as of January 7, 2020; and

WHEREAS, it is the desire of the City to establish certain conditions of employment, establish certain benefits, and set working conditions for Employee; and

WHEREAS, Employee desires to continue employment as Judge of the City of Wilsonville;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

**Section 1. Term**

The term of this Agreement shall be for a period of two (2) years from the Effective Date.

**Section 2. Work Hours**

The City hereby employs Employee as Judge for the City of Wilsonville. Employment is part-time and is compensated on an hourly basis. Judicial services (including use of pro-tems) are not to exceed twenty (20) hours per month without prior written approval of the Finance Director. Due to the limited hours, unless a PERS eligible employee, the only fringe benefit provided is sick leave, earned at the rate of one (1) hour for every thirty (30) hours worked. More information concerning benefits may be obtained from the City’s Human Resources Manager. Employee’s normal work hours will be to preside over Municipal Court, currently held every other Tuesday afternoon. Employee shall submit a timesheet for actual hours worked, provided that Employee will be paid for a minimum of two (2) hours on each court day, even if Employee works less time on any given court day. Employee will also be paid for all hours spent reviewing and researching case files and for all time spent writing opinions, rulings, and correspondence related to Municipal Court and the like.

**Section 3. Employment Date and Status**

Employment is at all times AT WILL, meaning Employee can resign and the City can terminate Employee’s employment at any time, with or without cause and with or without notice.

#### **Section 4. Compensation**

Employee shall be paid on an hourly basis for all hours worked, as outlined above at the rate of One Hundred Dollars (\$100) per hour (“Salary”).

#### **Section 5. Assigned Duties**

Employee will hear Municipal Court cases and render decisions. Employee will also respond, as required, to Municipal Court cases that may be appealed to a higher court. Employee will exercise supervision and control over court personnel when performing their in-court and Municipal Court responsibilities, including other judges and counter personnel, when Municipal Court is in session. A City Finance Department Manager will supervise the City’s Municipal Court program and is responsible for daily supervision and performance of City employees assigned to perform Municipal Court duties. In the event Employee has any cause for concern with any employee or other judge, Employee shall inform the Finance Department Manager of the concern and recommended action and the Finance Department Manager will then address the issue(s) raised. Employee agrees to perform these and other legally permissible and proper judicial duties and functions as the Wilsonville City Council (“Council”) assigns to Employee. Employee reports directly to the Wilsonville City Council.

#### **Section 6. Professional Development**

The City will reimburse Employee up to Five Hundred Fifty Dollars (\$550) per year for mileage, seminar tuition, bar dues, and travel accommodations to attend the Oregon Municipal Judge’s Association annual meeting, or similar training, if Employee elects to go, at Employee’s sole discretion. Employee is not paid for time spent at elective training. The City will also reimburse Employee up to Six Hundred Dollars (\$600) per year for membership in the Oregon State Bar, with proof of payment to the Oregon State Bar.

#### **Section 7. Indemnification**

The City shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee’s duties as Municipal Court Judge. The City may compromise and settle any such claim or suit and shall pay the amount of any settlement or judgment rendered thereon. No indemnification shall apply to acts done outside the course and scope of employment.

#### **Section 8. Other Terms and Conditions of Employment**

City Council, in consultation with Employee, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, or any other law.

**Section 9. General Provisions**

9.1. This Agreement shall constitute the entire agreement between the parties.

9.2. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

9.3. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

9.4. This Agreement may only be amended in writing, signed by both the City and Employee.

9.5. Waiver of any provision of this Agreement, either by the City or Employee, shall not constitute a future waiver of that or any other provision of this Agreement.

9.6. This Agreement shall be construed and interpreted in accordance with the laws of the State of Oregon, and venue for any dispute shall be in Clackamas County.

9.7. This Agreement, along with the City’s employment policies (as they may be amended and expanded from time to time), which have been or will be provided to and signed by Employee, sets forth the entire Agreement between the parties with respect to the subject matter contained herein and supersedes all prior agreements, negotiations, promises, or communications that are not contained herein.

IN WITNESS WHEREOF, the City of Wilsonville has caused this Agreement to be signed and executed in its behalf by its Mayor. Employee has signed and executed this Agreement. This Agreement may be signed in counterpart and with duplicate originals so that the City and Employee will both have an original copy of this Agreement.

CITY OF WILSONVILLE

EMPLOYEE

By: \_\_\_\_\_  
Tim Knapp  
As Its: Mayor

\_\_\_\_\_  
Fred Weinhouse

APPROVED AS TO FORM:

\_\_\_\_\_  
Barbara Jacobson, City Attorney



**CITY COUNCIL ROLLING SCHEDULE  
Board and Commission Meetings 2019**

**Items known as of 01/02/20**

**January**

<b>DATE</b>	<b>DAY</b>	<b>TIME</b>	<b>EVENT</b>	<b>LOCATION</b>
1/8	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
1/9	Thursday	4:30 p.m.	Parks & Rec. Advisory Board	Parks & Rec Admin. Bldg.
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
1/28	Tuesday	6:00 p.m.	Parks Bond Task Force Meeting	City Hall
1/29	Wednesday	4:30 p.m.	Equitable Housing Task Force Meeting	City Hall

**February**

<b>DATE</b>	<b>DAY</b>	<b>TIME</b>	<b>EVENT</b>	<b>LOCATION</b>
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:**

- 1/20** City Offices closed in observance of Martin Luther King Jr. Day.
- 1/22** How to Ride SMART and TriMet at Community Center, 9:00 a.m. – Noon
- 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](http://www.ci.wilsonville.or.us).



**CITY COUNCIL MEETING  
STAFF REPORT**

<p><b>Meeting Date:</b> January 6, 2020</p>	<p><b>Subject: Resolution No. 2784</b> Managing Oregon Resources Efficiently Intergovernmental Agreement (MORE-IGA)</p> <p><b>Staff Member:</b> Martin Montalvo, Operations Manager</p> <p><b>Department:</b> Public Works</p>	
<p><b>Action Required</b></p>	<p><b>Advisory Board/Commission Recommendation</b></p>	
<p><input type="checkbox"/> Motion</p> <p><input type="checkbox"/> Public Hearing Date:</p> <p><input type="checkbox"/> Ordinance 1<sup>st</sup> Reading Date:</p> <p><input type="checkbox"/> Ordinance 2<sup>nd</sup> Reading Date:</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Information or Direction</p> <p><input type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Council Direction</p> <p><input checked="" type="checkbox"/> Consent Agenda</p>	<p><input type="checkbox"/> Approval</p> <p><input type="checkbox"/> Denial</p> <p><input type="checkbox"/> None Forwarded</p> <p><input checked="" type="checkbox"/> Not Applicable</p> <p><b>Comments:</b> N/A</p>	
<p><b>Staff Recommendation:</b> Staff recommends that Council adopt the Consent Agenda.</p>		
<p><b>Recommended Language for Motion:</b> I move to approve the Consent Agenda.</p>		
<p><b>Project / Issue Relates To:</b></p>		
<p><input checked="" type="checkbox"/> Council Goals/Priorities:</p> <ul style="list-style-type: none"> <li>• Safe, Livable, and Engaged Community.</li> <li>• Expand and Maintain High Quality Infrastructure.</li> </ul>	<p><input type="checkbox"/> Adopted Master Plan(s):</p>	<p><input type="checkbox"/> Not Applicable</p>

**ISSUE BEFORE COUNCIL:**

To approve or deny the participation in the Managing Oregon Resources Efficiently Intergovernmental Agreement (MORE-IGA).

**EXECUTIVE SUMMARY:**

On October 3, 2005, Council approved Resolution 1959, “Wilsonville State of Emergency Resolution”, which provides authority to declare a state of emergency and impose emergency measures and Resolution 1961 adopting the Emergency Management Plan. Both of these documents acknowledge the beneficial use of mutual aid agreements to provide needed equipment, supplies and/or personnel in support of emergency response/recovery efforts.

The City is currently signatories to the following mutual-aid intergovernmental agreements: Cooperative Public Agencies of Washington County (CPAWC) IGA, ODOT Oregon Public Works Emergency Response Cooperative Assistance Agreement, Oregon Water/Wastewater Agency Response Network (ORWARN), and Cooperative Emergency Water Agreement with City of Tualatin. These mutual-aid agreements are either limited in scope (i.e. services related only to water/wastewater or roadways) or limited in location (i.e. Washington or Clackamas Counties).

Execution of the MORE-IGA provides a pre-arranged mechanism to share a broader range (type and location) of available resources with all other Participants who have executed the attached agreement. There are currently ninety-six other participating agencies statewide. Participation in this mutual aid agreement is voluntary and this Agreements can be ended at any time by providing written termination notification.

In support of emergency response/recovery efforts it is in the best interest of all the Participants to provide each other equipment, supplies and/or personnel, if needed.

**EXPECTED RESULTS:**

This IGA will assist the City in fulfilling its emergency response requirements as outlined within the City’s Emergency Operations Plan.

**TIMELINE:**

Valid upon execution with no expiration date

**CURRENT YEAR BUDGET IMPACTS:**

None

**FINANCIAL REVIEW / COMMENT:**

Reviewed by: CAR Date: 12/30/2019

**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ Date: 12/31/2019

It should be noted that the agreement is broad, participation upon request is completely discretionary, in places contradictory and there is no stated recourse if a party does not comply with the terms of the agreement. The agreement does, however, allow for the parties loaning or borrowing equipment to enter into their own modified agreement. I do not think it hurts to sign this agreement but it will require caution when deciding when and how to use it without modification or clarification.

**COMMUNITY INVOLVEMENT PROCESS:**

N/A

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

This agreement will allow access to emergency resources and staff of other participating agencies. There are currently ninety-six other participating agencies statewide.

**ALTERNATIVES:**

Not become a member of the MORE- IGA.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 2784
  - A. Managing Oregon Resources Effectively IGA (MORE-IGA)
  - B. MORE-IGA Participating Agencies List

**RESOLUTION NO. 2784**

**A RESOLUTION OF THE CITY OF WILSONVILLE ADOPTING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WILSONVILLE AND OTHER GOVERNMENTAL AGENCIES WHO ARE MEMBERS OF THE MANAGING OREGON RESOURCES EFFICIENTLY (MORE-IGA) ASSISTANCE AGREEMENT.**

WHEREAS, City of Wilsonville is responsible for the preparation and mitigation of, and response and recover from emergencies or disasters that could potentially impact the City; and

WHEREAS, on October 3, 2005, the City Council of the City of Wilsonville passed Resolution 1959, "Wilsonville State of Emergency Resolution", which provides authority to declare a state of emergency and impose emergency measures; and

WHEREAS, such emergency measures include, but are not limited to implementing mutual aid agreements; and

WHEREAS, on October 3, 2005, the City Council of the City of Wilsonville passed Resolution 1961 adopting the Emergency Management Plan outlining concepts, authorities & policies; and

WHEREAS, the Emergency Management Plan supports the use of mutual aid agreements; and

WHEREAS, it is in the best interest of the City of Wilsonville and other governmental agencies who are members of the Managing Oregon Resources Efficiently IGA (MORE-IGA) to provide each other equipment, supplies and/or personnel in support of emergency and disaster response/recovery efforts; and

WHEREAS, the parties have authority to enter into this Agreement pursuant to ORS 401.088 and ORS 401-305;

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

Section 1. The City Council hereby adopts the " Managing Oregon Resources Efficiently (MORE-IGA) Assistance Agreement" attached to this Resolution as Exhibit A and incorporated by this reference, and directs the City Manager or her designee to execute same.

Section 2. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 6<sup>th</sup> day of January, 2020, 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:

- A. Managing Oregon Resources Effectively IGA (MORE-IGA)
- B. MORE-IGA Participating Agencies List

# MANAGING OREGON RESOURCES EFFICIENTLY { **MORE** }

## INTERGOVERNMENTAL AGREEMENT for resources and services

This Agreement is made between the SIGNED PARTIES pursuant to the authority provided by ORS Chapter 190 and shall be referred as the **MORE-IGA** {Managing Oregon Resources Efficiently Intergovernmental Agreement} ("**AGREEMENT**").

### **WHEREAS:**

1. Each **PARTY** owns certain equipment and materials, and provides services that may be useful to another **PARTY** for public works, municipal, transportation, engineering, construction, operations, maintenance, service districts, emergency management and related activities; and
2. The **PARTIES** agree that sharing equipment, materials, and services promotes the cost-effective and efficient use of public resources; and
3. The **PARTIES** desire to enter into this **AGREEMENT** to establish procedures for sharing equipment, materials, resources, and services, and defining legal relationships and responsibilities. Therefore, in consideration of the mutual covenants herein, it is

### **AGREED:**

1. The **PARTIES** shall make available to each other vehicles, equipment, machinery, materials, related items ("**EQUIPMENT OR MATERIALS**") and/or services in the manner and on the terms and conditions provided herein. The **PARTY** supplying the services or the **EQUIPMENT OR MATERIALS** shall be designated as the "**PROVIDER**" herein. The **PARTY** receiving the services or assuming the use of **EQUIPMENT OR MATERIALS** shall be designated as the "**USER**" herein.
2. A cost estimate for specific services will be supplied by the **PROVIDER** at the request of the **USER**. Service **PROVIDERS** shall maintain an accurate cost accounting system, track expenditures and provide monthly billing to **USER**. Unless other arrangements are agreed upon by the **PARTIES**, **PROVIDER'S** invoices will be paid by **USERS** in full within thirty (30) days of billing.
3. **EQUIPMENT OR MATERIALS** and/or services shall be provided upon reasonable request at mutually convenient times and locations. The **PROVIDER** retains the right to refuse to honor a request if the **EQUIPMENT OR MATERIALS** are needed for other purposes, if providing the **EQUIPMENT OR MATERIALS** would be unduly inconvenient, or if for any other reason, the **PROVIDER** determines in good faith that it is not in its best interest to provide a particular item at the requested time. **EQUIPMENT OR MATERIALS** shall be returned immediately at **PROVIDER'S** request.
4. The **USER** receiving the **EQUIPMENT OR MATERIALS** shall take proper precaution in its operation, storage and maintenance. **EQUIPMENT OR MATERIALS** shall be used only for its intended purpose. The **USER** shall permit the **EQUIPMENT OR MATERIALS** to be used only by properly trained, properly licensed, and supervised operators. The **USER** shall be responsible for **EQUIPMENT OR MATERIALS** repairs necessitated by misuse or negligent operation and for the maintenance and/or replacement of high wear items (i.e., milling machine teeth, etc.). The **USER** shall not be responsible for scheduled preventive maintenance (**P.M.**) unless **EQUIPMENT OR MATERIALS** hours used exceeds the **P.M.** schedule periods and has been agreed by the **PROVIDER**. The **USER** shall perform and document required written maintenance checks prior to and after use and shall provide routine daily maintenance of **EQUIPMENT OR MATERIALS** (i.e., fluid checks, lubricating, etc.) during the period in which the **EQUIPMENT OR MATERIALS** is in **USER'S** possession.
5. **PROVIDER** shall endeavor to provide **EQUIPMENT OR MATERIALS** in good working order and to inform **USER** of any information reasonably necessary for the proper operation of the **EQUIPMENT OR MATERIALS**. The **EQUIPMENT OR MATERIALS** are provided "as is", with no representation or warranties as to its condition or its fitness for a particular purpose. **USER** shall be solely responsible for selecting the proper **EQUIPMENT OR MATERIALS** for its needs and inspecting **EQUIPMENT OR MATERIALS** prior to use. It is acknowledged by the **PARTIES** that the **PROVIDER** is not in the

business of selling, leasing, renting or otherwise providing EQUIPMENT OR MATERIALS to others, and that the PARTIES are acting only for their mutual convenience and efficiency.

6. The PARTIES shall provide EQUIPMENT OR MATERIALS storage to each other, at no charge, upon request when mutually convenient. It is recognized that such storage is for the benefit of the PARTY requesting it. The PARTY storing the EQUIPMENT OR MATERIALS shall be responsible for providing a reasonably safe and secure area and not responsible nor liable for theft or damage.
7. The PROVIDER may require, in its sole discretion, that only PROVIDER'S personnel operate EQUIPMENT OR MATERIALS. In so doing, PROVIDER shall be deemed an independent contractor and PROVIDER'S employees shall not be deemed employees of USER. The PROVIDER'S operator shall perform under the general direction and control of the USER, but shall retain full control over the manner and means of using the EQUIPMENT OR MATERIALS.
8. For the purposes of this AGREEMENT, the PARTIES are independent contractors. Nothing herein shall alter the employment status of any workers providing services under this AGREEMENT. Such workers shall at all times continue to be subject to all standards of performance, disciplinary rules and other terms and conditions of their employer. No USER shall be responsible for the direct payment of any salaries, wages, compensation or benefits for PROVIDER'S workers performing services to USERS under this AGREEMENT.
9. Each PARTY shall be solely responsible for its own acts and those of its employees and officers under this AGREEMENT. No PARTY shall be responsible or liable for consequential damages to another PARTY arising out of providing or using EQUIPMENT OR MATERIALS or services under this AGREEMENT. PROVIDERS requiring that their personnel operate EQUIPMENT OR MATERIALS shall, within limits of the Oregon Constitution and the Oregon Tort Claims Act, hold harmless, indemnify and defend the USER, its officer, agents and employees from all claims arising solely by reason of any negligent act by persons designated by PROVIDER to operate EQUIPMENT OR MATERIALS. Notwithstanding the above, the USER shall bear sole responsibility for ensuring that it has the authority to request the work, for its designs and for any representations made to the PROVIDER regarding site conditions or other aspects of the project. The PROVIDERS of the EQUIPMENT OR MATERIALS shall adequately insure the EQUIPMENT OR MATERIALS or provide self-insurance coverage.
10. Any PARTY may terminate its participation by providing thirty (30) days written notice to the other PARTIES. Any amounts due and owing by a terminating PARTY shall be paid within thirty (30) days of termination.
11. Nothing herein shall be deemed to restrict authority of any of the PARTIES to enter into separate agreements governing the terms and conditions for providing EQUIPMENT OR MATERIALS or services on terms different than specified herein.
12. Any **OREGON PUBLIC ENTITY** may become a PARTY to this AGREEMENT. Each PARTY in accordance with the applicable procedures of that PARTY shall approve this AGREEMENT. This AGREEMENT will be executed separately by each PARTY and shall be effective as to each PARTY and binding among all the PARTIES that have signed this AGREEMENT on the date of execution and sending a copy of the signed AGREEMENT to the **CONTRACT ADMINISTRATOR**. The current CONTRACT ADMINISTRATOR is:

Scott Wilson, Marion County Public Works, 5155 Silverton Road NE, Salem, Oregon 97305  
Telephone: 503.365.3129                      E-mail: [SWWilson@co.marion.or.us](mailto:SWWilson@co.marion.or.us)

A new CONTRACT ADMINISTRATOR may be named at any time with the approval of a majority of the PARTIES.

13. This AGREEMENT may be amended by written amendment signed by all of the PARTIES.

- end of the AGREEMENT narrative -

*Final MORE-IGA narrative revision date: **March 5, 2013** (no changes or additions are allowed to the above)*



# MORE-IGA SIGNATURE PAGE

(MANAGING OREGON RESOURCES EFFICIENTLY INTERGOVERNMENTAL AGREEMENT)

IN THE WITNESS WHEREOF, the PUBLIC ENTITY City of Wilsonville, (PARTY) has caused this AGREEMENT to be executed by its duly authorized representatives as the date of their signatures below:

_____ Signature of Officer	_____ Date	_____ Officer's title
_____ Signature of Officer	_____ Date	_____ Officer's title
_____ Signature of Counsel	_____ Date	_____ Counsel's title

Name & title of the AGENCY'S IGA OVERSEER: Delora Kerber, PE, Director, Public Works

Address: 29799 SW Town Center Loop,  
Wilsonville, OR

Office Phone: 503-570-154 Cell Phone: \_\_\_\_\_

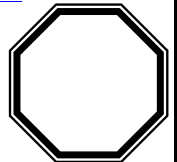
E-mail: kerber@ci.wilsonville.or.u

Optional: Name & title of Agency's 2<sup>nd</sup> Contact: Martin Montalvo, Operations Manager, Public Works

Office Phone: 503-570-156 Cell Phone: \_\_\_\_\_

E-mail: montalvo@ci.wilsonville.or.u

1. Mail the original signed MORE-IGA SIGNATURE PAGE (this page – actual hard copy page) to:  
Scott Wilson, CONTRACT ADMINISTRATOR for distribution to member agencies.  
Marion County, 5155 Silverton Road NE, Salem, Oregon 97305 E-mail: [SWWilson@co.marion.or.us](mailto:SWWilson@co.marion.or.us)  
Telephone: 503.365.3129 MORE-IGA web site: <http://www.co.Marion.or.us/PW/Roads/MORE>
2. Retain a 2<sup>nd</sup> original signed MORE-IGA SIGNATURE PAGE for your records (a total of 2-sets are required).
3. Send additional agency staff contacts' e-mail addresses to the above CONTRACT ADMINISTRATOR.
4. Copy other PARTIES' MORE-IGA SIGNATURE PAGES for your agency's records from the above MORE-IGA web site.



## INSTRUCTIONS FOR THE MORE-IGA

(MANAGING OREGON RESOURCES EFFICIENTLY INTERGOVERNMENTAL AGREEMENT)

*“Doing **MORE** with less!”*

The following is directed to officials of local and state governments that may want to participate in the accompanying **MORE-IGA** [AGREEMENT]. There are four pages to the MORE-IGA:

- The MORE-IGA narrative – pages 1-2
  - **MORE-IGA SIGNATURE PAGE** – page 3
  - **INSTRUCTIONS FOR THE MORE-IGA** (this page) – page 4
- a. The purpose of the MORE-IGA is for to exchange EQUIPMENT OR MATERIALS or services between OREGON PUBLIC ENTITIES.
  - b. All PARTIES, who sign the AGREEMENT, must honor the AGREEMENT entirely.
  - c. Each PUBLIC ENTITIES shall identify an AGENCY’S IGA OVERSEER which will process, file and will receive and maintain IGA documents.
  - d. Scott Wilson of Marion County has agreed to act as the CONTRACT ADMINISTRATOR. The CONTRACT ADMINISTRATOR will notify all the AGENCY’S IGA OVERSEERS for all PARTIES. The CONTRACT ADMINISTRATOR will not resolve any disputes of the AGREEMENT PARTIES, nor would Marion County or its employees be liable for any damages sought between any two other PARTIES.
  - e. Each new PARTY shall execute the **MORE-IGA SIGNATURE PAGE** in two original sets: One shall be filed with the CONTRACT ADMINISTRATOR for approval, filing and distribution, and the second for the PARTY entity’s records.
  - f. Each AGENCY’S IGA OVERSEER will receive digital copies of the **MORE-IGA SIGNATURE PAGE** from the web site: <http://www.co.Marion.or.us/PW/Roads/MORE> for their records. The CONTRACT ADMINISTRATOR will directly inform the AGENCY’S IGA OVERSEERS of new Agencies signers by e-mail.
  - g. After the signature and approval process is completed, any PARTY may directly approach any other PARTY for exchange of equipment, materials, resources, and services. There is no need to coordinate requests amongst other PARTIES or with the CONTRACT ADMINISTRATOR.
  - h. It is important to note paragraph 3 (page 1): “The PROVIDER retains the right to refuse to honor a request”.
  - i. The CONTRACT ADMINISTRATOR maintains two-e-mail lists: 1) Each PUBLIC ENTITIES’ AGENCY’S IGA OVERSEERS; 2) other PUBLIC ENTITIES’ staff that want to be informed of MORE members’ news, announcements, and activities. MORE members will schedule and host meetings 3-times a year to discuss joint issues.
  - j. An optional 2<sup>nd</sup> agency contact person can identify on the **MORE-IGA SIGNATURE PAGE** which will also receive direct ongoing correspondence of MORE’s activities or of its members.
  - k. The IGA, list of PUBLIC ENTITIES with agencies’ contacts, digital file copies of **MORE-IGA SIGNATURE PAGES**, meeting announcements, and members’ news are found on <http://www.co.Marion.or.us/PW/Roads/MORE>

**Questions or concerns may be addressed to:**

**Scott Wilson**, CONTRACT ADMINISTRATOR

**Marion County**, 5155 Silverton Road NE, Salem, Oregon 97305

Telephone: 503.365.3129

E-mail: [SWWilson@co.marion.or.us](mailto:SWWilson@co.marion.or.us)

**History:** An original joint agency IGA for shared services was originally signed by Multnomah County, the City of Gresham and Oregon Department of Transportation in 1996. By the provision of a 1999 ADDENDUM, other parties agreed to sign the agreement. The IGA was revised in July 2002 and was named PMAT-IGA (PORTLAND METROPOLITAN AREA TRANSPORTATION CO-OPERATIVE INTERGOVERNMENTAL AGREEMENT) with 33-signing agencies. In February 2013 the MORE-IGA, with a more statewide focus, was crafted in tandem to eventually replaced PMAT-IGA.

**A second ODOT IGA (OMAT), which allows agencies work with ODOT, can be obtained by contacting:**

**Rita Gill**, OMAT Administrator, Oregon Department of Transportation, Region 1-Contracts & Agreements Unit;

123 NW Flanders Street, Portland, OR 97209-4012;

Telephone: 503-731-8548; e-mail: [Syreeta.Gill@ODOT.state.or.us](mailto:Syreeta.Gill@ODOT.state.or.us)

### Managing Oregon Resources Efficiently (MORE-IGA) Participating Agencies

Agency Name	County
Ash Creek Water Control District	Polk
Astoria, City of	Clatsop
Aumsville, City of	Marion
Aurora, City of	Marion
Bay City	Tillamook
Benton County	---
Boring Water District	Clackamas
Brooks Community Service District	Marion
Chemeketa Community College	Marion
Clackamas County	---
Clackamas County Service District No. 1	Clackamas
Clackamas Soil and Water Conservation District	Clackamas
Clatsop County	---
Columbia County	---
Coos County	---
Corvallis, City of	Benton
Creswell, City of	Lane
Crook County	---
Dallas, City of	Polk
Deschutes County	---
Detroit, City of	Marion
Donald, City of	Marion
Douglas County	---
Dundee, City of	Yamhill
East Salem Service District	Marion
Eugene, City of	Lane
Falls City, City of	Polk
Fargo Interchange Service District	Marion
Forest Grove, City of	Washington
Gates, City of	Linn, Marion
Grants Pass, City of	Josephine
Gresham, City of	Multnomah
Hillsboro, City of	Washington
Hood River, City of	Hood River
Hood River County	---
Hubbard, City of	Marion
Independence, City of	Polk
Josephine County	---
Keizer, City of	Marion
Klamath County	---
Labish Village Service District	Marion
Lake Oswego, City of	Clackamas, Multnomah, Washington
Lane County	---
Lincoln County	---
Linn County	---
Lyons, City of	Linn

Marion Area Multi Agency Emergency Telecommunications, METCOM	
911	Linn, Marion
Marion County	---
Marion County Housing Authority	Marion
Marion Soil and Water	Marion
Conservation District	
Maywood Park, City of	Multnomah
Metro	Clackamas, Multnomah, Washington
Millersburg, City of	Linn
Milwaukie, City of	Clackamas
Molalla, City of	Clackamas
Monroe, City of	Benton
Morrow County	---
Multnomah County	---
Myrtle Creek, City of	Douglas
Oregon City, City of	Clackamas
Polk County	---
Portland, City of	Clackamas, Multnomah, Washington
Portland State University	Multnomah
St. Paul, City of	Marion
Salem, City of	Marion
Santiam Water Control District	Marion
Scappoose, City of	Columbia
Scotts Mills, City of	Marion
Seaside, City of	Clatsop
Sherman County	Sherman
Sherwood, City of	Washington
Silver Falls School District	Marion
Silverton, City of	Marion
Springfield, City of	Lane
St. Helens, City of	Columbia
Stayton Police Department	Marion
Surface Water Management Agency of Clackamas County	Clackamas
Tigard, City of	Washington
Tillamook, City of	Tillamook
Tillamook County	---
Tillamook, Port of	Tillamook
TriMet	Clackamas, Multnomah, Washington
Troutdale, City of	Multnomah
Tualatin, City of	Clackamas, Washington
Turner, City of	Marion
Umatilla County	---
Union County	---
Warrenton, City of	Clatsop
Wasco County	---
Washington County	---
Water Environment Services	Clackamas
West Linn, City of	Clackamas
Wood Village, City of	Multnomah
Woodburn, City of	Marion
Yamhill County	---

## MEMO



**To:** Bryan Cosgrove, City Manager  
**From:** Zoe Monahan, Assistant to the City Manager  
**Date:** January 2, 2020  
**RE:** Art in Wilsonville

---

The virtual public art tour was presented to City Council on November 18, 2019. The City Council was supportive of including interpretive recognition for publicly owned art. They also expressed an interest in including privately owned art that is accessible to the public. It was suggested that artistic landscape features and art owned by other public agencies should be included as well. Based on the City Council's feedback the following pieces of art were added to the virtual tour:

- Murase Landscapes and Water Features (Memorial Park, Town Center Park and the Water Treatment Plant Park)
- Acorn and Bird Blind at Graham Oaks Nature Park
- Nest at Clackamas Community College
- School District owned art at Wilsonville High School (Life Tree) and CREST (Wind Bouquet)
- Private art around the community accessible to the public: Family at Lowrie Market Place, Masks at Villebois Piazza, Stain Glass Windows at McMenamins Old Church, and Whirlwind and Big John 2002 at Argyle Square.

Additionally, the labels on the virtual tour map were updated to identify publicly owned art, city owned art, and privately owned art accessible to the public.

The Virtual Art tour is now live! There is an article in the January/February edition of the Boones Ferry Messenger to inform the community about this new feature on the City's website. It can be viewed at [www.ci.wilsonville.or.us/public-art](http://www.ci.wilsonville.or.us/public-art).