



City Council Meeting October 19, 2020

Executive Session 5:00pm

Work Session 5:25pm

Council Meeting 7:00pm

URA Meeting Following Council Meeting

(All held in Council Chambers)

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

- Councilors are participating virtually, via Zoom videoconferencing.

To Provide Public Comment:

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

You can watch the City Council Meeting here:

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

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

City of Wilsonville

City Council Meeting

October 19, 2020



AGENDA

**WILSONVILLE CITY COUNCIL MEETING
OCTOBER 19, 2020
7:00 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

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
- 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. Draft Arts, Culture and Heritage Strategy (ACHS) (Ottenad) [25 min.]
B. Wilsonville Investment Now (WIN) – Final Program (Vance) [30 min.]
- 6:30 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, October 19, 2020 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10 a.m. on October 6, 2020. Remonstrances and other documents pertaining to any matters listed in said summary filed at or prior to the time of the meeting may be considered there with except where a time limit for filing has been fixed.

7:00 P.M. CALL TO ORDER

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

7:05 P.M. MAYOR'S BUSINESS

- A. Upcoming Meetings

7:15 P.M. COMMUNICATIONS

- A. None.

7:15 P.M. CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS

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

7:20 P.M. COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS

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

7:30 P.M. CONSENT AGENDA

A. **Resolution No. 2841**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Professional Services Agreement With Murraysmith To Provide Engineering Consulting Services For The Corral Creek And Rivergreen Lift Stations Rehabilitation Project (Capital Improvement Project #2105). (Nacrelli)

B. **Resolution No. 2854**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Contract With Schneider Equipment, Inc. Dba Schneider Water Services For Construction Of The Elligsen Well Upgrades And Maintenance Project (Capital Improvement Project 1128). (Palmer)

C. **Resolution No. 2855**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Professional Services Agreement Contract With Otak, Inc. For Construction Engineering Services For The 5th Street / Kinsman Road Extension Project (Capital Improvement Project #1139, 2099, 4196). (Weigel)

- D. Minutes of the April 15, 2019; September 21, 2020; and October 12, 2020 City Council Meetings. (Veliz)

7:35 P.M. NEW BUSINESS

A. Resolution No. 2856

A Resolution Of The Wilsonville City Council Establishing The Wilsonville Investment Now (Win) Program Administrative Rules. (Vance)

B. Resolution No. 2858

A Resolution And Order Amending Resolution No. 2844 To Further Extend The Local State Of Emergency And Emergency Measures, As Authorized By Resolution No. 2803. (Jacobson)

7:50 P.M. CONTINUING BUSINESS

A. None.

7:50 P.M. PUBLIC HEARING

A. None.

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

7:55 P.M. LEGAL BUSINESS

8:00 P.M. ADJOURN

INFORMATION ITEMS – No Council Action Necessary.

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

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



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: October 19, 2020		Subject: Draft Arts, Culture and Heritage Strategy (ACHS)	
		Staff Member: Mark Ottenad, Public/Government Affairs Director	
		Department: Administration	
Action Required		Advisory Recommendation	Board/Commission
<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 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: The Draft Arts, Culture and Heritage Strategy (ACHS) is open for public comment through October 20, 2020.	
Staff Recommendations: N/A			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: City Council Work Plan 2019-21	<input type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Staff is seeking Council input and direction on the draft Arts, Culture and Heritage Strategy.

EXECUTIVE SUMMARY:

The Draft Arts, Culture and Heritage Strategy (ACHS) is the product of a highly engaged public process occurring in two phases in 2018 and 2020. During the second phase in 2020, the City assembled the largest advisory task force in its history to provide feedback and guidance on this strategic planning initiative. The 42-member Arts, Culture and Heritage Task Force met on three occasions during the summer of 2020 to review materials and provide feedback and recommendations. The City undertook extensive community engagement that included multiple public surveys and a survey of how 15 other municipalities in the Portland region are supporting local culture, meetings of the task force and special populations (youth and Latinx), in-depth interviews with local-area stakeholders and leaders of other cities' cultural institutions, and public comment opportunities on draft planning documents.

In summary, the ACHS Findings demonstrate that the greater Wilsonville community embraces arts and culture and wishes that local arts, culture, heritage resources, and opportunities had greater prominence in the public sphere – including more direct support from the City. The following clear themes emerged toward a community cultural vision:

- Actively embracing all cultures in Wilsonville.
- Need for greater cultural opportunities.
- Arts/cultural center that is flexible, multi-purpose, and inclusive.
- Schools and City collaborating around local culture.
- A comprehensive strategy that builds on strengths and addresses challenges/barriers to cultural participation.

The community's schools of the West Linn-Wilsonville School District are recognized as a key source of cultural programming that is highly regarded. The community's cultural nonprofit organizations, however, have been experiencing volunteer recruitment and financial problems for the past few years, and the COVID-19 pandemic has aggravated these issues.

The ACHS Recommendations focus on increasing the level of active support that the City provides to arts, culture and heritage facilities, programs and events, including creating an Arts and Culture Commission and a full-time staff position to manage both the existing tourism promotion and proposed new cultural affairs programs. City Council adoption of the ACHS provides a road map for increased public-sector engagement to facilitate a more vibrant public arts and culture scene for the community, including looking at funding resource options, developing a public-arts program, and advancing an arts and cultural center or facility.

As noted in the report "Leadership (from the City) does not mean doing everything, but it does mean stepping forward to strengthen and mobilize assets, address challenges/barriers, leverage resources, and actively work toward achieving the cultural vision."

BACKGROUND:

The ACHS was conducted over a two-year period, with phase one performed in 2018 that involved fieldwork research, stakeholder interviews and a community survey and meeting. The initial phase of developing the ACHS was suspended after November 2018 as two major community proposals advanced:

- The West Linn-Wilsonville School District considered during the period of November 2018 – July 2019 and then in August 2019 placed a \$206.8 million capital ballot measure for voters’ consideration. The bond measure featured construction of a \$25 million, 600-seat auditorium/performing arts center at Wilsonville High School and remodeling an existing facility to serve as the Arts and Technology High School. The bond measure passed in November 2019 and the school district in May 2020 announced formation of a community committee to assist with design of the auditorium, as well as plans to vacate by the 2022 school year a City-leased facility currently used as the Arts and Technology High School.
- In conjunction with the Tourism Promotion Committee, the City’s Park and Recreation Department developed in late 2019 and issued in November 2019 an Request for Proposals (RFP) for a feasibility study of year-round, multi-purpose public-use facility with potential lodging addition. The City conducted interviews of proposers responding to the RFP in March 2020; however, the City suspended for the foreseeable future the RFP process regarding a year-round, multi-purpose public-use facility as the COVID-19 pandemic hit.

Phase two of the ACHS process benefited by recognizing and dealing with these significant realities that have come to pass, especially the COVID-19 pandemic situation that began in March 2020.

The City retained community cultural development consultant [Bill Flood](#), who holds a Master of Science degree in Community Systems Planning and Development from Pennsylvania State University and was a 2008 recipient of a Fulbright Senior Specialist grant. Bill possesses extensive experience working with a wide range of public agencies and private organizations to advance local cultural planning, development, and resource development, including strategic planning and resource development with The Museum at Warm Springs (Confederated Tribes of Warm Springs), financial sustainability strategies for the Maryhill Museum, and development of the Molalla Area Vision and Action Plan for the City of Mollala. Previously Bill Flood served as Portland Program Coordinator (2014-2017) and Instructor (2007-2018) for the University of Oregon, Arts Administration Program; and as Community Development Coordinator (1996-2005) and Arts Education Coordinator (1996-1999) for the Oregon Arts Commission.

The City Council Work Plan 2019-21 features a goal focused on local arts and culture:

G. Arts, Culture and Community Amenities

2. Explore the establishment of an Arts and Culture Commission based on the results of the Arts, Culture and Heritage Strategy study
 - Research public-art and sculpture programs in other cities to add into the Arts, Culture and Heritage Strategy.
 - Develop an updated plan or supplement to finalize the Arts and Culture plan.
 - Evaluate existing boards and commissions to include the arts and culture duties or stand-alone committee.
3. Explore options for adding additional resources to elevate the city’s efforts around arts, culture, and tourism, including the possibility of adding staffing.

EXPECTED RESULTS:

The City Council provides feedback on the Draft ACHS for staff and consultant consideration to produce a final ACHS for adoption.

TIMELINE:

The Draft ACHS is open for public comment from October 8 to October 20. City Council feedback and public comment are to be considered for producing a final version scheduled for Council adoption on November 16, 2020.

CURRENT YEAR BUDGET IMPACTS:

No anticipated budget impacts to the current fiscal year; consultant work was budgeted. Implementation of ACHS recommendations for creating an Arts and Culture Commission and full-time staff position and allocating additional funding would presumably occur in the 2021-22 fiscal year.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 10/13/2020

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 10/14/2020

No legal impact at this stage.

COMMUNITY INVOLVEMENT PROCESS:

The City undertook extensive community engagement that included multiple public surveys, a community meeting, meetings of the 42-member ACHS task force and special populations and public comment opportunities on draft planning documents.

For details on the multi-phased community-engagement process, please see:

- Draft ACHS, Section A, Methodology: Planning and Public-Engagement Process, pp 21-22;
- Appendix I: Arts, Culture and Heritage Strategy (ACHS) Task Force
- Appendix J: Arts, Culture and Heritage Strategy (ACHS) Public Meeting Notes
- Appendix K: Survey Instruments and Summary of Responses for Arts, Culture and Heritage Strategy (ACHS)
- Appendix L: Public Engagement for Arts, Culture and Heritage Strategy (ACHS)
- Appendix M: Media Coverage of Arts, Culture and Heritage Strategy (ACHS)

CITY MANAGER COMMENT:

N/A

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Adoption of the ACHS provides a municipal road map for increased City support for local arts, culture and heritage programs and opportunities that the community would like to see flourish.

ALTERNATIVES:

N/A

EXHIBITS:

- A. List of Draft ACHS Findings and Recommendations
- B. Draft Arts, Culture and Heritage Strategy (ACHS), Oct. 8, 2020, Sections A–D
- C. ACHS Section E: Appendices

EXHIBIT A: LIST OF DRAFT ACHS FINDINGS AND RECOMMENDATIONS

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- Finding 1.** Wilsonville lacks a clear community core/center and a collective cultural identity. ... 23
- Finding 2.** Demographic changes underway shape the future community. 25

CULTURAL NONPROFITS

- Finding 3.** Wilsonville cultural nonprofit organizations are stressed. 27
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PUBLIC SECTOR

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PUBLIC ART AND CULTURAL CENTER

- Finding 8.** Public art is recognized as a significant cultural asset in Wilsonville. 37
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FUNDING AND RESOURCES

- Finding 10.** Funding and resource development are crucial to improve nonprofit organizational capacity and advance arts/culture programs. 39

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- Recommendation 1.** City adopts this cultural strategy and provides public-sector leadership and coordination to support community arts, culture and heritage facilities, programs and events. 40
- Recommendation 2.** Make cultural diversity and ethnic inclusivity a priority. 41

CULTURAL NONPROFITS

- Recommendation 3.** Provide strategic assistance to Wilsonville cultural nonprofits in order to build organizational capacity. 42

PUBLIC SECTOR

- Recommendation 4.** City forms an Arts and Culture Commission and provides supporting staffing resource. 43
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PUBLIC ART AND CULTURAL CENTER

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FUNDING

Recommendation 8.	Improve and create sustainable funding mechanisms to support cultural activities, events and programs.	51
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City of Wilsonville

**Draft Arts, Culture and Heritage Strategy
(ACHS)**

October 8, 2020

Bill Flood
Consultant
Community Development and Cultural Planning
billflood.org

Mark Ottenad
ACHS Project Manager
Public/Government Affairs Director
City of Wilsonville

City of Wilsonville
Arts, Culture and Heritage Strategy
(ACHS)

City Council

Tim Knapp, Mayor

Councilor Charlotte Lehan

Council President Kristin Akervall

Councilor Joann Linville

Councilor Ben West

Arts, Culture and Heritage Strategy Task Force

Donna Atkinson

Mike McCarty

Toni Avery

Benjamin Mefford

Jasleen Bhushan

Padmanabhan (PK) Melethil

Paul Bunn

Regan Molatore

Rebecca (Becky) Burkeen

Isela Morales

Rose Case

Brady Mordhorst

Mary Closson

Edwardo Navarro-Santana

Maggi Decker

Mallory Nelson

David DeHart

David Niklas

John Dillin

Susan Reep

Pat Duke

Susan Schenk

Angennette Escobar

Rohit Sharma

Jenny Evers

Christopher Shotola-Hardt

Jerry Greenfield

Richard (Dick) Spence

David Harrelson

Elaine Swyt

Eric Hoem

Laurie Tarter

Eleanor Gale Karrick

Shelly Tracy

Greg Leo

Steven Van Wechel

Sydney Leveque

Kit Whittaker

Anne MacCracken

Aaron Woods

City Council Liaisons

Councilor Charlotte Lehan

Councilor Joann Linville

City Appointed Management

Bryan Cosgrove
City Manager

Barbara Jacobson
City Attorney

City of Wilsonville
Arts, Culture and Heritage Strategy
(ACHS)

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SECTION C: Recommendations

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SECTION A: Introduction

A Cultural Strategy for Wilsonville

The Arts, Culture and Heritage Strategy, a City Council 2019-20 Goal, provides findings and recommendations for cultivating a sustainable, long-term plan that supports community aspirations for a vibrant cultural scene in Wilsonville. Appendices to this report document all steps of this cultural planning process and provide resources intended to support strategy implementation.

The Arts, Culture and Heritage Strategy (ACHS) was conducted over a two-year period, with phase one performed in 2018 that involved fieldwork research, stakeholder interviews and a community survey and meeting. The initial phase of developing the ACHS was suspended after November 2018 as two major community proposals advanced:

- The West Linn-Wilsonville School District considered during the period of November 2018 – July 2019 and then in August 2019 placed a \$206.8 million capital ballot measure for voters' consideration. The bond measure featured construction of a \$25 million, 600-seat auditorium/performing arts center at Wilsonville High School and remodeling an existing facility to serve as the Arts and Technology High School. The bond measure passed in November 2019 and the school district in May 2020 announced formation of a community committee to assist with design of the auditorium, as well as plans to vacate by the 2022 school year a City-leased facility currently used as the Arts and Technology High School.
- In conjunction with the Tourism Promotion Committee, the City's Park and Recreation Department developed in late 2019 and issued in November 2019 an RFP (Request for Proposals) for a feasibility study of year-round, multi-purpose public-use facility with potential lodging addition. The City conducted interviews of proposers responding to the RFP in March 2020; however, the City suspended for the foreseeable future the RFP process regarding a year-round, multi-purpose public-use facility as the COVID-19 pandemic hit.

Phase two of Arts, Culture and Heritage Strategy (ACHS) now benefits by recognizing and dealing with these significant realities that have come to pass, especially the COVID-19 pandemic situation that began in March 2020. A key focus for the ACHS is cultivating greater community support and organizational capacity that results in a more sustainable, long-term set of programs advancing arts, culture and heritage.

A key focus for the ACHS is cultivating greater community support and organizational capacity that results in a more sustainable, long-term set of programs advancing arts, culture and heritage.

Why a Cultural Strategy?

Local culture—cumulatively composed of arts, cultural and heritage activities, places, and experiences—is the social adhesive that bonds us together as a community. Growing local culture builds the capacity of a community to come together to learn, celebrate, innovate, grieve, recover, plan, and move forward. Americans for the Arts, a national service organization serving 1,500 organizations and 6,000 individual members across the U.S., has been documenting the value of local arts and culture for 60 years. The essay, *10 Reasons to Support the Arts* (2018), documents the value of arts through:

- improving individual well-being,
- unifying communities,
- improving academic performance,
- strengthening local economies,
- driving tourism and revenue to local businesses,
- sparking creativity and innovation,
- driving creative industries,
- making social impact, and
- improving healthcare and the health and well-being of our military.

The term “creative placemaking” is now commonly recognized by urban planners as an important strategy for engaging people and their local arts, culture and history to build stronger, healthier, and more sustainable communities.

See Appendix Q: Articles and Studies Related to Arts, Culture and Heritage.

Wilsonville area residents indicated their interest and support for local culture through a 2018 survey and again in 2020 by overwhelmingly volunteering to serve on the largest advisory committee in the City’s history, the 50-member Arts, Culture and Heritage Strategy (ACHS) Task Force.

The term “creative placemaking” is now commonly recognized by urban planners as an important strategy for engaging people and their local arts, culture and history to build stronger, healthier, and more sustainable communities. The importance of engaging people with their place runs throughout the Wilsonville 2014 *Tourism Development Strategy* and 2019 *Town Center Plan* (See Appendix C: Citations to City of Wilsonville Master Plans and Strategies).

The City of Wilsonville has supported local culture for many years in multiple ways including:

- providing a beautiful set of parks with facilities for recreation, public events, and family gatherings.
- supporting a well-loved library that hosts a range of cultural programs.
- supporting nonprofits organizations’ events and programs through grants, sponsorships and staff assistance.
- collaborating with the School District and other local partners to advance arts, culture and heritage events and programs.

However, in making the Arts, Culture and Heritage Strategy a priority, the City Council recognized that the City lacks a comprehensive approach to supporting local culture. This

strategy documents the call from local-area residents for the City of Wilsonville to step forward in support of local culture in a more all-embracing and intentional manner.

Residents' calls for increased public-sector engagement may have been amplified during the ACHS planning process that occurred during the COVID-19 pandemic. People are aware at some level of the power of culture to bring people together toward recovery. This timeframe also provided the City with an opportunity to re-set how the public and nonprofit sectors relate and benefit each other in a way that improves the community's quality-of-life and economic-development opportunities. Thus, while it is difficult to know exactly when people will feel comfortable gathering publicly, the time will come and Wilsonville can be ready to advance.

When asked in a 2020 public survey for residents' "vision for culture" in Wilsonville, the following 'word cloud' of most used phrases arose from responses:

I-5 performing arts programming share work every ones neighborhood cultural events love shop theater think concerts lots art center restaurants well way cultural center together offers become public art movies diversity love see performance used students help culture town center include meeting places local something events food art great community celebrate Wilsonville life place art festivals Center example work festivals City days businesses development Needed represented groups see allow farmers market space cultural also tours parks Walking small classes makes view learn buildings variety bring part Feel shows Opportunity local artists

Wilsonville Community Cultural Situation in a Historical Context

Introduction

In some ways Wilsonville seems like a young place, a recently established city whose founding is in the memory of living residents. However, in other more fundamental ways, the history of this place spans centuries, reflecting human experiences at an important intersection of the Willamette River with the trails, roads, railroads and freeways that connect the lands along the

The story of the Wilsonville area has been a story of a settlement at the crossroads of the river and trail, road, railroad and freeway.

Columbia River with the vast verdant Willamette Valley. The Wilsonville area has always been a place of connection, of mobility and transit, of possibility and of mixture of the people and their cultures—past and present—who have settled at the gateway to the Willamette Valley.

The long-time period of canoe- and raft-based form of transportation was replaced by more modern forms of transport. The steamboat era gave way to the railroad era. The railroad era was replaced by the freeway and surface road system. Through it all, the story of the Wilsonville area has been a story of a settlement at the crossroads of the river and trail, road, railroad and freeway.

Geology and Topography

Located at the north end of the Willamette Valley, Wilsonville is situated in a unique topographic position along the lowest banks on both sides of the Willamette River in a gap between Ladd Hill and the Chehalem Mountains to the west and Petes Mountain to the east. This natural low-bank crossing of the river has always provided the easiest overland route between the Willamette Valley and the Columbia River region of the Portland area — and subsequently has shaped the cultural history of the Wilsonville area.

Indigenous Peoples

The Wilsonville area is located within the ancestral homelands of the Kalapuya people, between territories attributed to the Tualatin Band and the Pudding River Band of Kalapuya, with other nearby groups including the Santiam Band of Kalapuya, Molalla, and Clackamas people.

The descendants of the Kalapuya say they have been here since “time immemorial,” or since a time that no one can remember. Their memory through oral traditions stretches back into deep time. Stories passed generation to generation describe landscape-level geological events such as the flooding of the Willamette Valley in over 400 feet of water. Today, these events are known to geologists as the Missoula floods, totally some 80 to 90 events dating back 13,000 to 18,000 years ago.

The Kalapuyan people hunted the prairies, fished the rivers and the falls, and gathered foods in the wetlands and prairies of the Northern Willamette Valley and foothills of the Chehalem Mountains.

From the time of first contact with European explorers in the early 1700s, waves of imported diseases like smallpox, measles, and cholera decimated the indigenous populations of the Northwest. With increasing migration of Euro-American settlers in the 1800s, the Willamette Valley Treaty of 1855 was signed that dictated the terms of the removal of the remaining

Kalapuya from their homelands. Today, most of the Kalapuya are members of the Confederated Tribes of Grand Ronde.

Immigration

Even before the Western migration of settlers, the Wilsonville-area played a significant role in regional trade and commerce by virtue of the Willamette River water-highway at its doorstep. Throughout the 1820s and 1830s French fur trappers from the Hudson Bay Company worked the area and eventually settled during the 1840s in the Champoeg area of French Prairie. In 1843 French Prairie residents voted in favor of forming an Oregon Provisional Government.

Among the first immigrants to come to the Oregon Country by 1846 were Kentucky-born Col. Alphonso Boone, grandson of famous pioneer Daniel Boone, and seven of his children who came from Missouri on wagon trains traveling the southern Applegate route. Alphonso and his older sons headed to the California Gold Rush in 1848 where Alphonso died in 1850. His son, Jesse, returned to Wilsonville where his land claim marked the beginning of Wilsonville—then known as Boones Landing—and the establishment of Boones Ferry across the Willamette River and Boones Ferry Road, the precursor to Interstate 5.

Nearby along the Pudding River, preacher William Keil formed the Aurora Colony in 1856, a religious utopian community that became known for overnight lodging, meals and musical entertainment. German migrants with surnames like Boeckman, Elligsen, Boberg, Ridder, Koellermeier, Tauchmann, and Wilson settled in the Wilsonville area, establishing in 1880 the German Evangelist Reformers Church—known today as the historic Frog Pond Church.

Even before the Western migration of settlers, the Wilsonville-area played a significant role in regional trade and commerce by virtue of the Willamette River water-highway at its doorstep.

Steamboat Era

Early settlers were attracted to the fertile soils and lush forests, as well as the transportation and other benefits of the Willamette River and its tributaries. Canoes and rafts were the initial mode of river transport, and then starting in the 1850s steamboats plied the Willamette River watershed. A variety of steamboats moved people, animals, and goods up and down the river, transporting agricultural commodities to market—especially to the California “Gold Rush” fields—and importing supplies for a growing settler population. The steamboat landings along the banks of the Willamette River became the first settlements with ports, warehouses and commercial centers, with many like Milwaukie, Oregon City and Wilsonville becoming the cities we know today.

Since the early 1840s the river town of Butteville, located at the base La Butte, served as a prime shipping point for farmers’ crops to be transported to Oregon City, where commodities were portaged around Willamette Falls to the lower Willamette River and on to the Columbia River, the ports of the Pacific, and the world beyond. Butteville was higher in elevation than Champoeg, surviving the flood of 1861 to flourish during the steamboat era as the head of navigation for much of the Willamette Valley. Today, Butteville carries on this river town tradition by hosting visitors at the oldest continuously operating retail establishment in Oregon at the Historic Butteville Store and at neighboring Champoeg State Heritage Area. Visitors today can stop at the Historic Butteville Store to eat, drink gather and socialize, just as Oregonians

have for over 150 years. Nearby, the Butteville Cemetery, established in 1836, is the final resting place for many of Oregon’s earlier settlers.

The opening of the Willamette Falls Locks and Canal in 1873 eliminated the need for portage at Willamette Falls and established an “open river” nearly all the way south to Eugene and north to the Columbia River. By the time Wilsonville got its current name from postmaster Charles Wilson in 1880, Old Town was already a bustling commercial center because of the ferry crossing and the fact that it was the last/first commercial stop above the Falls. Wilsonville by then already had a hotel, two saloons, a general store, a bank, a feed store, and numerous other businesses.

Railroad Era

The railroad era began about 1870 with competing rail lines on the east and west side of the Willamette River — one through nearby Canby and Aurora, the other through Tualatin and Sherwood, roughly paralleling respectively Oregon Highways 99E and 99W. The rail lines merged into the Oregon & California Railroad and were later acquired by the Southern Pacific Railroad.

The first railroad trestle across the Willamette River was built in Wilsonville at that “low-bank gap” in 1908 when the Oregon Electric Railway began running interurban passenger rail from Portland to Salem and later extending to Eugene, with as many as 19 passenger trains a day through Wilsonville. High school students from Wilsonville rode the OE trains daily to attend Lincoln High School in Portland. Today, Burlington Northern Railroad leases that rail line to the Genesee & Wyoming as a short-line to feed larger train sets and deliver commodities to the Port of Portland for export.

Automobile Freeway Era

Construction of the “Baldock Freeway,” now Interstate Five or I-5, through Wilsonville in 1954 parallel to Boones Ferry Road brought major changes to the community, shifting focus from the river and the railroads to the highways. Boones Ferry, which had made up to 300 trips per day carrying up to 12 autos at a time, ceased operating with the opening of the I-5 Boone Bridge over the Willamette River.

The construction of I-5 created a ‘westside’ and ‘eastside’ of town, along with the relocation of the town center from “Old Town” to the intersection of Wilsonville and Boones Ferry Roads.

The construction of I-5 created a ‘westside’ and ‘eastside’ of town, along with the relocation of the town center from “Old Town” to the intersection of Wilsonville and Boones Ferry Roads. As available land space became too constrained between the freeway and the railroad, the town center relocated

again in the 1970s to the eastside in what is now the Town Center area. While some former river- or railroad-focused towns declined with the advent of the new modern I-5 freeway, Wilsonville shifted its focus from the river to the railroad to the freeway, continuing to change and grow.

Dammasch State Hospital

Without the ferry, Old Town businesses started to fade as I-5 traffic bypassed Wilsonville. Almost immediately, active and eventually successful efforts began to compete for the location of Oregon’s newest psychiatric mental hospital. Construction began in 1958 and F.H. Dammasch

Hospital opened in 1961. This 400,000-square-foot facility had its own sewer plant, water towers, steam plant, fire service, four residential houses, three apartment buildings, and more than 400 employees, many of whom lived on the grounds with their families.

A development of this large scale, arriving in an unincorporated town with fewer than 800 residents, created significant impacts to the community, businesses, and school district. While Dammasch Hospital closed in 1995 and nearly all traces of it have disappeared with the construction of the Villebois community, Wilsonville has continued a tradition of caring for and housing residents with mental-health disabilities.

The Line at the River

Incorporating as a city in 1969, Wilsonville scrambled to manage development of Oregon’s first large-scale planned community in 1970. The large-scale Charbonneau development was located in a rural agricultural area just south of Wilsonville along the Willamette River. Reacting negatively to the perceived “shameless threat to our environment and to the whole quality of life—unfettered despoiling of the land,” Governor Tom McCall championed the passage of Senate Bill 100 in 1973. SB 100 firmly established Oregon land-use law to regulate the planning of urban growth and conserve farm and forest land. Wilsonville has consistently resisted efforts to expand south of Charbonneau despite the continued pressure of urban development to advance into prime resource or “foundational” farmland of French Prairie.

Coffee Creek Correctional Facility

When the Dammasch State Hospital closed, State government officials sought to find a location for a new Oregon prison outside of Salem, the state capitol which had a number of state prisons and mental health hospital, and near Portland. The City sought to use the beautiful hilltop site of the former Dammasch Hospital for a “new urban” residential village, while the Oregon Department of Corrections proposed a prison in 1996.

The City sought to use the beautiful hilltop site of the former Dammasch Hospital for a “new urban” residential village, while the Oregon Department of Corrections proposed a prison in 1996.

Through three sessions of the Oregon legislature, citizens of Wilsonville and the City fought with the State to re-site the prison to its current location one mile away to a site in North Wilsonville adjacent to other proposed industrial uses. In 2002, the issue was settled and the Coffee Creek Correctional Facility, housing all the State’s women prisoners and acting as the intake facility for all Oregon prisoners, was successfully sited in the Coffee Creek area. With approximately 2,000 inmates and 450 employees, the Coffee Creek area has become an anchor for new employment lands in Northwest Wilsonville.

Wholesale Distribution and Tech Development

Early major developments in the 1970s of Smith’s Home Furnishings warehouse (later Hollywood Video distribution center and now Findley Chrysler Jeep Dodge) and Payless Drug (now Rite Aid) and Nike (now Campbell Soup’s Pacific Foods) distribution centers marked Wilsonville as an industrial hub, later followed by GI Joes camping/sporting goods, Sysco Food Services, Coca-Cola and others.

The start of Wilsonville’s high-tech software engineering and manufacturing employment began with Beaverton-based Tektronix opening a new corporate headquarters and a color laser-printer operation in 1975, later acquired by Xerox in 1999. Mentor Graphics, founded in 1981 and acquired by Siemens in 2016, grew over 40 years to becoming a 4,000-employee worldwide electronic-design automation firm with 1,000 employees at the Wilsonville headquarters.

Wilsonville continued to develop a cluster of high-tech manufacturing and software engineering firms as In-Focus and later Precision Interconnect (now Tyco Electronics TE Medical), FLIR Systems, Collins Aerospace (formerly Rockwell Collins), DW Fritz Automation and others set up shop.

Public Education

Since the community’s earliest days, Wilsonville has had a strong commitment to public education. Even before 1900-era one-room schools in the area were closing and consolidating into Wilsonville Grade School, high school students attended Lincoln High School in Portland. When West Linn High School opened in 1920, Wilsonville students were bused to West Linn until Wilsonville High School opened in 1995.

Since the community’s earliest days, Wilsonville has had a strong commitment to public education.

After World War II Wilsonville Grade School became part of the West Linn School District 3J as part of the state-wide push for school-district consolidation. Evolving to become the West Linn-Wilsonville School District, Wilsonville today has three primary schools (Boones Ferry, Boeckman, and Lowrie); two middle schools (Wood and Meridian); and currently two high schools (Arts and Technology and Wilsonville High School). The Charbonneau District is served by the Canby School District.

Over time, Wilsonville began to host institutions of higher education. One of Oregon’s largest community colleges, Clackamas Community College broke ground on the Wilsonville Training Center in 1991 as a joint collaborative venture with Pacific Power and Portland General Electric for power line-worker training. In 2012, the state’s leading polytechnic university, Oregon Institute of Technology, consolidated four Portland-area facilities into one campus at the former InFocus headquarters in Wilsonville. The “Oregon Tech Portland-Metro” campus focuses on medical-lab sciences in partnership with the Oregon Health and Science University and renewable-energy engineering.

Other Public Investment

Over a 20-year period between 2000 and 2020, estimated total real market value of real estate increased by about 300% from \$1.9 billion to \$5.6 billion. Wilsonville’s strong property tax-base allows the City and School District to provide high-quality public-works infrastructure and educational services respectively that are some of the top-rated in Oregon.

Subsequently during the 1990s as federal support for financing key public infrastructure such as water and sewage treatment for cities declined and Oregon land-use law slowed urban sprawl, Wilsonville focused on compact, efficient urban development. Calculated use of tax-increment financing, known as urban renewal, for public infrastructure provided resources to key service districts such as fire and schools as well as municipal infrastructure like water, sewer, and roads. Public infrastructure improvements helped leverage private-sector investment capital that

resulted in significant industrial, commercial and residential development throughout the community.

Civic Involvement

As Portland-area corporate executives and Salem-based State government officials moved to the Charbonneau District and other new Wilsonville neighborhoods in the 1970s and '80s and then retired, they became engaged with the community and served on City boards and commissions and on the boards of nonprofit organizations. Residents of Charbonneau along with other Wilsonville-area neighbors led Citizens for Public Art in the early 2000s and later formed the Charbonneau Arts Association, joined the Rotary Club and formed Lions and Kiwanis social-service outlets and supported international cultural exchange programs such as the Wilsonville-Kitakata (Japan) Sister City alliance. However, similar to 1950s-era veterans who led the Korean War Veterans Association/Oregon Trail Chapter to site the Oregon Korean War Memorial in Wilsonville in 2000, many of the “original” Charbonneau and Wilsonville-area residents who sought to personally invest in their growing community have been passing on in recent years.

Current Status

Now Wilsonville’s 1,000-plus businesses provide over 20,000 jobs, with nearly half of these positions in high-wage professional technical or industrial occupations engaged in manufacturing, software development, engineering, and wholesale distribution. Total direct annual payroll in 2017 by Wilsonville-based employers exceeded \$1.1 billion—an 80% increase since 2000—that generated a total direct/indirect regional economic-multiplier impact of over \$3.2 billion per year. Wilsonville’s top-10 private-sector employers—primarily manufacturing, engineering and distribution firms—account for 4,800 jobs, or 24% of the community’s total employment.

Wilsonville’s strategic position on I-5 makes the city a dual gateway — south to the Willamette Valley and north to the Portland metro area.

Residents, employers, and travelers take advantage of Wilsonville’s location for living, working, commuting, recreating, and transporting goods.

- Of Wilsonville’s 25,000 residents in 2020, approximately 10,000 or 40% are employed with roughly 85% working outside of town and 15% employed in town.
- Of Wilsonville businesses’ 20,000 employees, 90% commute from residences elsewhere to jobs in Wilsonville. Major cities contributing towards Wilsonville employers’ workforce include Portland, followed by residents of Wilsonville, Beaverton, Tualatin, Tigard, and other cities.

Regional trade and commerce continue to be Wilsonville’s competitive edge in the region. An interviewee for the Arts, Culture and Heritage Strategy remarked that he views the trucks in Wilsonville’s industrial area as the former steamboats on the river. Wilsonville was a main stop on the river, the last stop before Willamette Falls, and the City grew from this origin. Residents of Wilsonville deeply appreciate the community’s location and proximity to jobs, cultural events, shopping, outdoor recreation, scenic views, wineries, and other amenities of the region. As one of the survey respondents remarked: “I can get anywhere within 30 minutes.”

Wilsonville’s strategic position on I-5 makes the city a dual gateway — south to the Willamette Valley and north to the Portland metro area.

Cultural Identity Challenges

While Wilsonville was established over a hundred years ago, most of the community’s buildings, streets and other infrastructure are relatively young—generally 40 years or less in age. From a community with approximately 1,000 residents in 1969 to a population of 25,000 in 2019 with 20,000 workers, Wilsonville has transformed from a rural agrarian town to a high-tech, industrial employment center. Relocation of the “town center” in the 1950s and again in the 1970s has contributed to a common perception that the city does not have a clear physical community center or “downtown.”

Thus, several factors over time contribute to a lack of a clear cultural identity for Wilsonville that include:

While Wilsonville was established over a hundred years ago, most of the community’s buildings, streets and other infrastructure are relatively young—generally 40 years or less in age.

- Relocation of the “town center” coupled with multiple new retail nodes, resulting in the lack of an obvious prime commercial core.
- An evolving economy away from a primarily agricultural base where most residents made a living to a diversified set of industries focused on software engineering, high-tech manufacturing, wholesale distribution and retail/services.
- Dynamic and rapid population growth with new residents originating from many places, both in the U.S. and around the world who bring a variety of customs and cultures.
- An active older, retired cohort of residents who personally supported cultural activities but have gradually declined in activity level.
- A physical and transportation landscape that is still evolving.
- A high degree of mobility for businesses and employees, where many who work in Wilsonville may not live in or have deep personal connections with the community.
- No clear community-centric, municipally-led cultural strategy and support system.

Our common civic identity is informed and guided by our history. As local historian City Councilor Charlotte Lehan has observed, “We are a vibrant city at an ancient crossroads. Each new wave of people has contributed to our diverse cultural identity. We celebrate these differences in many ways, which unifies us as having a common cultural identity made by many complementary influences. The Wilsonville of the future is formed by the same qualities of its past — diverse, mobile, moving at the pace of change, evolving into the culturally rich, high quality of life place that we are today.”

The Arts, Culture and Heritage Strategy explores in greater detail key findings pertaining to the community’s current cultural situation, and provides recommendations addressing those findings.

Methodology: Planning and Public-Engagement Process

The Arts, Culture and Heritage Strategy (ACHS), a Wilsonville City Council 2019-20 Goal, provides findings and recommendations to the City Council for cultivating a sustainable, long-term plan that supports community aspirations for a vibrant cultural scene in Wilsonville. This planning process and subsequent report builds on the 2018 Wilsonville Community Investment Strategy for Arts, Culture and Heritage completed by Taylor Consulting.

The City assembled the largest advisory task force in its history to provide feedback and guidance on this strategic planning initiative. The 42-member Arts, Culture and Heritage Task Force met on three occasions during the summer of 2020 to review materials and provide feedback and recommendations.

The City undertook extensive community engagement that included multiple public surveys, meetings of the task force and special populations and public comment opportunities on draft planning documents.

Public Engagement, Surveys, Prior City Studies and Reports:

- Arts, Culture and Heritage Strategy Task Force
 - A 42-member task force composed of local-area residents with a personal and/or professional interest and experience with arts, culture and heritage programs, events and facilities; see Appendix I: Arts, Culture and Heritage Strategy (ACHS) Task Force.
 - Three meetings held online via Zoom: June 24, July 21, and August 25, 2020; see Appendix J: Arts, Culture and Heritage Strategy (ACHS) Public Meeting Notes.
 - A total of 33 Task Force members volunteered to serve on one of five committees, with some members serving on more than one committee; see Appendix I: Arts, Culture and Heritage Strategy (ACHS) Task Force:
 - Steering Committee: 10 members
 - Youth Advisory Committee: 7 members
 - Arts Cultural Assets Committee: 13 members
 - Heritage/History Cultural Assets Committee: 10 members
 - Humanities/Literary Arts Cultural Assets Committee: 6 members
- Community Cultural Vision Surveys
 - Online surveys conducted during June and July 2020 with 89 respondents and during Sept. 2018 with 126 respondents that sought to identify strengths and challenges of local area arts, culture and heritage, and a vision of culture that local residents desire; see Appendix K: Survey Instruments and Summary of Responses for Arts, Culture and Heritage Strategy (ACHS).
- Community Cultural Assets Survey
 - Online survey conducted during June and July 2020 with 23 respondents that sought to identify local-area cultural assets as resources to build upon and support, providing a baseline of assets data.

- ACHS Task Force Cultural Assets Committees reviewed and supplemented the list of cultural assets; see Appendix K: Survey Instruments and Summary of Responses for Arts, Culture and Heritage Strategy (ACHS).
- Stakeholder Interviews
 - A total of 51 stakeholder interviews were conducted over a two-year period in 2018 and 2020. In-depth interviews were conducted with 18 community leaders and cultural affairs proponents in 2020 to better understand key issues, concerns and opportunities for cultural advancement. Additionally, 31 interviews were conducted during phase one of the ACHS during summer and fall 2018. See SECTION D: Data — Results of Interviews, Surveys, and Meetings.
- Public Meetings
 - As noted above, three meetings of the ACHS Task Force were held online via Zoom on June 24, July 21, and August 25, 2020.
 - Youth Engagement Meeting on July 20, 2020, with seven participants of the Youth Advisory Committee that sought to receive candid feedback from local youth.
 - Latinx Family Engagement Meeting on August 3, 2020, with five participants that sought to receive candid feedback from local Latinx families. (*Note: Latinx is a gender-neutral term for people of Latin American descent.*)
 - Community meeting held October 29, 2018, held in conjunction with the Clackamas County Arts Alliance.

See Appendix J: Arts, Culture and Heritage Strategy (ACHS) Public Meeting Notes.

- Municipal Survey of Cultural Facilities and Programs
 - Online survey and interviews conducted June through August 2020 with representatives of 15 cities that own or operate arts, culture and heritage facilities and/or programs and events.
 - Objective was to identify how other comparable communities support and/or operate local arts, culture and heritage assets, including facilities and/or programs and events.

See Appendix K: Survey Instruments and Summary of Responses for Arts, Culture and Heritage Strategy (ACHS).

- Prior City of Wilsonville Master Plans and Strategies
- Appendix C: Citations to City of Wilsonville Master Plans and Strategies, details references to supporting arts, culture, heritage through:
 - 2019 Town Center Plan
 - 2018 Parks and Recreation Comprehensive Master Plan
 - 2014 Tourism Development Strategy

SECTION B: Findings

Following are findings based on interviews, surveys, public meetings and additional research.

COMMUNITY CONTEXT

Finding 1. Wilsonville lacks a clear community core/center and a collective cultural identity.

While founded in 1846 and known as Boones Landing until formally named Wilsonville in 1880, the City of Wilsonville did not incorporate until 1969.

- Unlike many older historic cities that have an easily distinguished downtown “town center” core, Wilsonville’s downtown is difficult for residents and visitors to pinpoint. During this past 170 years, the Wilsonville “downtown” or town center has relocated three times:
 - First in the Old Town area, when Willamette River steamboats were the primary mode of transportation from 1850 through the 1890s, and subsequently with the “railroad” era that included opening in 1908 of the Oregon Electric Railway through Wilsonville with a train station in Old Town.
 - Then to the intersection of Boones Ferry Road and Wilsonville Road during the 1950s when I-5 was constructed, centered on the area located to the west between I-5 and the railroad tracks.
 - And finally to the current Town Center area during the 1970s when space constraints of the area between I-5 and the railroad tracks became evident for new development. While the Town Center area includes several important assets—including the commercial Town Center Shopping Center and publicly owned Town Center Park, Oregon Korean War Memorial, Community (Senior) Center, and City Hall—it is still developing. The Town Center Plan recognized that the area lacks the activity level that should accompany a vibrant downtown and has proposed major redevelopment to increase business and residential density and provide a more pedestrian friendly, attractive place to visit, shop and “hang out.”
- Wilsonville appears to many residents as not having one community core/center, and has developed various ‘centers’ over time, including Old Town area, Charbonneau Village, Town Center, Main Street, North Wilsonville Argyle Square area and Villebois parks and village center. While not diminishing the importance of neighborhood cores/centers, the lack of one central historical downtown town center has contributed to a perception that the community lacks a cultural center.
- Wilsonville has been one of Oregon’s fastest growing communities for 30 years, increasing more than 250% in population from 7,100 residents in 1990 to over 25,000 in 2020. Rapid growth induces change in a community’s landscape, businesses and kinds of jobs, and the residential population.
 - A number of survey respondents felt that Wilsonville lacks a cultural identity, a feeling often connected with communities experiencing rapid change and growth.
- However, a clear majority of residents participating in this planning process value local culture.

- A survey conducted in 2018 by Taylor Consulting during phase one of the ACHS process showed 70% of respondents noting that they definitely need arts, culture, and heritage. See Appendix N: Draft Reports of the Arts, Culture and Heritage Strategy (ACHS).
- The fact that over 40 local-area residents volunteered to serve on the current Arts, Culture and Heritage Strategy Task Force in the time of the COVID-19 pandemic shows strong support for local culture.
- The public survey conducted for the 2018 Parks and Recreation Comprehensive Master Plan found “music and arts in the parks” as one of the top three amenities and services for which the community reported a desire to add or expand. See Appendix C: Citations to City of Wilsonville Master Plans and Strategies.

Finding 2. Demographic changes underway shape the future community.

Through each primary component of this planning process (Task Force meetings, interviews, outreach meetings with youth and Latinx families, and surveys) the call to embrace, support, and make more visible the diversity of Wilsonville—including ethnic background, age, socio-economic levels, sexual orientation and gender identification—was clear and consistent.

Specifically mentioned was highlighting the cultural traditions, especially celebrations and food, of Wilsonville’s minority-population residents of Latinx, Asian, South Asian/Indian, African-American, and indigenous descent. Recognizing the significant and growing population of students and their families of Latinx ethnic background, the School District committed in 2018 to producing all public communications in both English and Spanish.

As one public comment noted “Attention to diversity and inclusion are essential for a healthy community culture.”

As demographers have been reporting for several years, the ethnic composition of Wilsonville like the United States is changing, with an increasing proportion of the community identifying as of Latinx background. For more information, see Appendix A: Demographic Data.

The proportion of Wilsonville middle-school age children who identify being of Latinx or Hispanic ethnic background is twice or 100% greater than that of the community as a whole. This suggests that Wilsonville can expect a significant increase in the Latinx adult and family population.

- U.S. Census data shows that 11%–12% of the Wilsonville community is “Hispanic or Latino Origin.”
- West Linn-Wilsonville School District demographic data shows that 25% of Wilsonville middle school students identify as “Hispanic.”

See Appendix A: Demographic Data.

The Portland-area Metro regional government provided in 2016 the following 50-year population forecast to the year 2070:

“The Hispanic population group in the region is expected to grow rapidly during the next 50 years due to natural increases and strength in net in-migration...”

“The Hispanic (or Latino) population segment is expected to add another 665,000 people by 2060, the largest increase in a race or ethnic population. Whites will grow by another 285,000 followed by another 250,000 Asians.

“People of Hispanic or Latino ethnicity are expected to be one-third of future migrants, almost double the region’s current share of population. Asian migrants are expected to account for one-fifth of future net migrants, representing 3 times over the share of Asians in the region today. The share of future migrants of Black, Native Indian and Pacific Island descent are expected to be about the same as today’s regional shares, respectively, 3%, 1%, and 1%.

The proportion of Wilsonville middle-school age children who identify being of Latinx or Hispanic ethnic background is twice or 100% greater than that of the community as a whole.

“The future migration profile reinforces the racial profile of future births in the region such that we anticipate a majority of minorities by about the year 2070. The ascension of majority minorities is about 25 years delayed as compared to the U.S. as a whole (according to Census Bureau middle series projections) because of the much higher concentration of white residents from the onset of the forecast. 2070 is when we expect the shift in status – assuming extrapolations and various other growth assumptions are correct.”

See Appendix A: Demographic Data: Race, Ethnicity, Age and Gender Forecast for the Portland MSA and 3 counties – FAQ: Metro 2060 Population Forecast, July 2016.

Additionally, stakeholder interviews indicated that an older, retired cohort composed primarily of Wilsonville area and Charbonneau District residents were once the primary proponents of advancing public art and cultural activities. Many former residents who helped to organize and lead the Wilsonville Citizens for Public Art—including the late Keith Amundson, Tony Holt, Mick Scott, Steve Spicer and retirees Alan Kirk (former City Councilor) and Theonie Gilmore—are no longer actively engaged.

CULTURAL NONPROFITS

Finding 3. Wilsonville cultural nonprofit organizations are stressed.

The Wilsonville City Council recognized that cultural nonprofits that provide valuable community services were having capacity problems to fund and execute programs and events over the past several years. Local nonprofits make up an essential part of the delivery system of local arts, culture, and heritage. Anecdotal reports indicate that most of the community's nonprofit organizations—especially those involved in arts, culture and heritage—are experiencing financial problems and having difficulties recruiting and retaining volunteers.

During the past several years, several community nonprofits have either become inactive or dissolved, including Wilsonville Citizens for Public Art, Just Us Guys, Garrets Space, Friends of the Wilsonville Center, Wilsonville Lions Foundation and Charbonneau Lions Club.

Other organizations have experienced some problems with funding and volunteers, including Wilsonville Community Sharing, Wilsonville Sister City Association, Wilsonville Kiwanis, Wilsonville Celebration Days, Wilsonville Arts & Culture Council and the Wilsonville-Boones Ferry Historical Society.

Recognition of this issue led the Council to make creating an Arts, Culture and Heritage Strategy as a 2019-20 City Council Goal.

During the past several years, several community nonprofits have either become inactive or dissolved.

An examination of the publicly available Form 990 federal tax-returns over a three- to five-year period of 22 Wilsonville nonprofits empirically demonstrates an overall decline in income and reserves for cultural nonprofits. Following is a summary of findings from “Report on Nonprofit Forms 990 Quantitative Analysis,” commissioned by the City and conducted by VISTRA in August 2020.

- **“Organization Size.** Nearly one-half of the nonprofits included in this analysis are small organizations with gross receipts of less than \$50,000 in one or more of the years 2013-2019. In spite of the limited financial resources of these organizations, they may have significant positive impact on the community.
- **“Organization Requirements.** All nonprofits have compliance and operational requirements such as Form 990 filing, state registrations, financial management, board management, program management, etc. *Organizations with limited financial resources are likely unable to hire staff to manage these activities and often rely on volunteers to perform these functions.*
- **“Revenues.** *Three (3) of the 13 organizations* filing Forms 990/990-EZ *reported overall decreases in Revenues* on their most recent Forms 990/990-EZ filed between 2013 and 2019.
- **“Net Income.** *Six (6) of the 13 organizations* filing Form 990/990-EZ *reported overall decreases in Net Income* on their most recent Forms 990/990-EZ filed between 2013 and 2019.
- **“Estimated Reserves.** Estimated reserves are based on Total Assets, Total Liabilities, Total Non-liquid Assets and Expenses. *Two (2) of the 13 organizations* filing Form

990/990-EZ ***reported overall decreases in Estimated Reserves*** on their most recent Forms 990/990-EZ filed between 2013 and 2019. Three (3) organizations had years with no reserves based on our calculated estimate.”

Note: bold italic emphasis added; See Appendix H: Nonprofits Analyses and Reports for nonprofit organizations’ Form 990 analysis.

Even after this cursory review by a professional firm the need still exists to better understand the specific financial and organizational issues of Wilsonville’s cultural nonprofits and determine next steps.

Finding 4. The COVID-19 pandemic has worsened the condition of Oregon's and Wilsonville's cultural nonprofits.

Just as many for-profit businesses are struggling to weather the COVID-19 pandemic storm, the Oregon nonprofit sector is also struggling to survive. The nonprofit World of Speed Motorsports Museum, a significant and well-financed Wilsonville cultural asset, closed in 2020 as a direct result attributable to the COVID-19 pandemic.

A survey of 1,600 Oregon charitable nonprofits conducted in June 2020 by the Nonprofit Association of Oregon, Portland State University's Nonprofit Institute, Mercy Corps Northwest and Oregon Voluntary Organizations Active in Disasters showed that:

- 54% of nonprofits reported losses in earned income, with 35% losing more than 50% in earned income.
- 56% have concerns that they will not be able to maintain levels of service.
- 46% say they are worried about covering operating expenses through the end of the year.

Arts and education nonprofits reportedly face the biggest challenges to surviving in the long term. Forty-eight out of 56 nonprofits in this cohort report concerns over their future survival and ability to sustain their funding, fundraising and programs.

Most of these nonprofits have small operating budgets: 40% have budgets of between \$1,000 and \$5,000, and 22% have budgets between \$1 million and \$5 million.

Arts and education nonprofits reportedly face the biggest challenges to surviving in the long term.

The survey reveals how many organizations are suffering from a lack of volunteer help because of closures and social-distancing requirements. This statewide survey matches anecdotal observations and interview comments that many of the lead volunteers for arts, culture, heritage in Wilsonville and throughout Oregon are aging, stepping aside as board members and volunteers. The COVID-19 pandemic has further made volunteer participation and board recruitment increasingly difficult.

The 2020 report concludes: "Without immediate attention and firm commitments of resources to this critical sector, our efforts to recover and move forward as a state will be severely impeded."

Wilsonville nonprofits largely fit the profile of nonprofits noted in the survey of 1,600 Oregon charitable nonprofits. Volunteer leaders of local nonprofits are seeking to adjust to the new reality of physical social-distancing, mask-wearing and reducing the size of indoor public gatherings. Examples include:

- The Charbonneau Arts Association's modified 37th annual art show entitled for 2020 as "Art with Flair – The Virtual Exhibition." For the entire month of October, the virtual show presents a gallery art-show featuring all major art-media formats with artist, artisan, and musician portfolios and profiles, with online links routing attendees to artists' websites and social media for purchase. Additionally, the online event showcases local student art works and special projects, as well as a fund-raising silent auction.
- The Korean War Memorial Foundation of Oregon, in conjunction with the City's Park and Recreation Department and the Korean War Veterans Association (KWVA)/Oregon Trail Chapter, is advancing plans and fundraising for a long-sought Korean War Memorial

Interpretive Center to be located inside the Parks and Recreation Department's administration building in Town Center Park.

See Appendix H: Nonprofits Analyses and Reports.

PUBLIC SECTOR

Finding 5. The City lacks a comprehensive plan for supporting arts, culture and heritage facilities, programs and events.

There is no clear vision for a vibrant cultural scene in Wilsonville. The lack of a municipal ‘master plan’ for public support for arts, culture and heritage has prevented the City from focusing resources that would help to create a culturally vibrant community.

The closest that the City may have come to advancing an arts program occurred in 2003 when the City Council adopted Resolution No. 1817, “A Resolution of the City of Wilsonville City Council Acknowledging the Formation of the ‘Wilsonville Citizens for Public Art’ Committee and Authorizing City Staff to Assist the Wilsonville Citizens for Public Art Committee in the formation of their Organization and Placement of Art in Prominent Public Locations in the City.”

The City Council agreed to provide direct public support to this group of residents:

“1. Based upon the above recitals, the Wilsonville City Council acknowledges the organization of the Wilsonville Citizens for Public Art Committee and hereby authorizes the appropriate members of City Staff to assist this Committee in its implementation of initial placement of art pieces in Wilsonville, and arrangement of necessary procedures to move towards becoming an independent not-for-profit organization in support of public art in Wilsonville.”

“2. A separate pass-through account is established for the Wilsonville Citizens for Public Art Committee by the City's Finance Department, to hold funds of the Committee and disburse funds for their expenses until such time as they have established themselves as an independent not-for-profit organization to receive its own funding.”

See Appendix D: City Support for Arts, Culture and Heritage.

Thus while not a comprehensive strategy for advancing public art and community culture, the City Council’s direction set into motion a coordinated effort by the City and residents to acquire and display public art. Changes in City Council, staff and volunteers coupled with negative financial impacts of the Great Recession appear to have resulted in gradual decline of the public arts program starting in 2008. Appendix G: Wilsonville Public Art lists public art in Wilsonville that has been acquired over time by the City, other government agencies and the private sector.

During the 2020 phase of the ACHS, the following themes toward a cultural vision came up consistently in this study process:

Cultural Vision

- Actively embracing all cultures in Wilsonville
- Need for greater cultural opportunities
- Arts/cultural center that is flexible, multi-purpose, inclusive
- Schools and City collaborating around local culture
- A comprehensive strategy must build on strengths and address challenges/barriers to cultural participation. Following are the core strengths and challenges/barriers that emerged through this process.

When asked in a 2020 public survey for residents’ “vision for culture” in Wilsonville, the following ‘word cloud’ of most used phrases arose from responses:

I-5 performing arts programming share work every ones neighborhood cultural events love shop theater think concerts lots art center restaurants well way cultural center together offers become public art movies diversity love see performance used students help culture town center include meeting places local something events food art great community celebrate Wilsonville life place art festivals Center example work festivals city days businesses development Needed represented groups see allow farmers market space cultural also tours parks Walking small classes makes view learn buildings variety bring part Feel shows Opportunity local artists

Cultural Strengths

- Local area parks
- Wilsonville Public Library
- Willamette River and associated history and heritage (indigenous, pioneer, etc.)
- Cultural programs within West Linn-Wilsonville Schools
- Existing events, programs, cultural organizations
- Diversity of community, including ethnic and socio-economic
- People — Wilsonville is perceived by many in the community as a welcoming, friendly place

When asked in a 2020 public survey for residents’ “cultural attributes or strengths” of the Wilsonville area, the following ‘word cloud’ of most used phrases arose from responses:

community events Park high school Wilsonville Arts Library City
Festival Memorial Wilsonville Library Park history Arts Community
events Farmer Market City Public music
Park heritage Arts programs Library

Challenges/Barriers to Participation in Local Culture

- Lack of physical community core/center, focal point, and cultural direction
- Shortage of cultural facilities for both Schools and City
- Lack of cultural inclusion / sense of exclusion: how to reach and engage marginalized populations that specifically include youth, Spanish-speaking, LGBTQ and low-income.
- Time – people are busy commuting/working, caring for families, etc.
- Cost of living in Wilsonville is high. The City’s 2020 Equitable Housing Strategy found that "Many residents are paying more than 30% of their income on housing. Almost a quarter (23%) of all households in Wilsonville are cost-burdened, defined as spending more than 30% of their income on housing costs. Renters are particularly impacted: 42% are cost-burdened or extremely cost-burdened (spending more than 50% of their income on housing costs)."

When asked in a 2020 public survey for residents’ “challenges or barriers to you or others participating in local culture in the Wilsonville area,” the following ‘word cloud’ of most used phrases arose from responses:



Finding 6. The primary units of local government coordinate on many issues and projects; community members seek greater support for cultural activities and programs.

The two primary local governments responsible for providing key public infrastructure and educational services respectively to the residents of Wilsonville and the general public—the City of Wilsonville and the West Linn-Wilsonville School District, and to a lesser degree Clackamas Community College—communicate and engage regularly on issues pertaining to transportation infrastructure, development planning and technical assistance. See Appendix F: City of Wilsonville and West Linn-Wilsonville School District Collaborations for more information.

The City has tended to focus on providing first-rate public-works infrastructure for treatment of water, wastewater and stormwater, transportation facilities including roads and sidewalks, public transit services, and parks and recreational programming. Fieldwork research showed that City’s foremost cultural institution—the Wilsonville Public Library—is exceptionally well regarded for providing cultural resources and programming.

The City’s support for the School District has come primarily through sponsoring voter-approved levies and the use of urban renewal or tax-increment financing to support the development of school facilities that benefit the greater community, purchase of land that can be traded with School District for siting schools and parks, and infrastructure-related projects. Some examples include a 1992 City urban renewal agency contribution of \$2 million for “joint community/high school facilities in Wilsonville,” City support for serial levies in 1994 and 1997 that also featured “programming of Wilsonville High School and sports fields, gang prevention activities for youth, and a full-time DARE officer,” urban renewal funding during 2010-12 of the \$800,000 I-5/Wilsonville Road underpass public-art/pedestrian sidewalk-safety project known as “Beauty and the Bridge,” and leasing of a City-owned facility for use by the District as the Arts and Technology High School.

The School District by definition has focused on providing high-quality public education and supporting services in grades K through 12 that include strong support for community cultural activities, events and programs. The District routinely opens its facilities and playing fields for community use when their facilities are not being actively used by students and school programs. For example, the District hosts in school facilities various community uses after school hours and on the weekends that primarily include youth sports, scouting troops, student clubs, ecumenical groups, STEM groups (robotics), childcare and the similar groups. The District provides logistical support for student participation in the annual Festival of the Arts event, as well as storage space at no charge for Wilsonville Arts and Culture Council to store Festival of the Arts supplies.

The ACHS fieldwork research showed that the schools are considered one of the primary sources of cultural activity and programming in Wilsonville.

One of the remarkable findings that interviews and surveys highlighted was the amazing amount and quality of arts education and cross-cultural activities and events conducted by the School District. For example, Wilsonville High School’s Día de los Muertos celebration and the primary schools’ International Night events are popular with both students and their families and community leaders. Additionally, members of the community’s youth spoke highly of their art teachers, school-based cultural events and the varied arts curriculum offered by Wilsonville schools. The ACHS fieldwork research showed that the schools are considered one of the

primary source sources of cultural activity and programming in Wilsonville. Both students and teachers expressed during meetings and interviews that they wished they could expand the school's cultural programming to the community, and stakeholders interviewed in this planning process had the same notion.

Recognizing the significant and growing population of students and their families of Latinx ethnic background, the District committed in 2018 to producing all public communications in both English and Spanish.

Interviews conducted for the ACHS tended to show that members of the community want City government to take more of a leadership role to actively support local arts and culture — to both improve quality-of-life and create economic-development opportunities. Additionally, residents engaged in performing arts, including music, theatre and dance—desire use of District auditorium facilities.

Successful passage in 2019 of a School District bond measure included funds for relocating Arts and Technology High School to a district-owned facility and construction of a new, larger auditorium at Wilsonville High School. The School District is in the process of designing and constructing a new Performing Arts Center (PAC) at Wilsonville High School that may facilitate greater community utilization.

In commissioning the ACHS, the Wilsonville City Council recognized that the City did not have a mandate in the form of a policy document to more actively support cultural endeavors in the community.

Finding 7. The community seeks public-sector leadership to support arts, culture and heritage facilities, programs and events.

A constant refrain from the fieldwork research, including the Cultural Vision Survey and stakeholder interviews in 2018 and 2020, demonstrated a desire for greater public-sector engagement in cultural affairs and increased support for community nonprofits involved in arts, culture and heritage. Additionally, the Municipal Survey of Cultural Facilities and Programs demonstrated that active public-sector engagement with the nonprofit sector produces a greater volume and quality of cultural programming and events.

While the City has an annual Community Opportunity Grant program (\$25,000 total budget) overseen by the Parks and Recreation Advisory Board and an annual Community Tourism Grant program (\$25,000 total budget) overseen by the Tourism Promotion Committee, neither board nor committee has a focus on arts, culture and heritage. The grant programs have been funded at the same level for the past 20 years; no funds were awarded from the Community Tourism Grant program in FY19-20.

For some time, members of the Tourism Promotion Committee have felt stymied in awarding tourism grants that provide key support for cultural nonprofits that sponsor mostly ‘community-oriented’ events/programs, while being mandated by state law for tourism funds that are to target visitors from over 50 miles away. The Wilsonville Visitor Profile Survey conducted in 2018 found that “visitation in Wilsonville is largely regional [with] a majority of visitors” (80%) originating from nearby counties. The Visitor Profile Survey also notes the opportunity for rallying residents around local culture and turning them into the best promoters for tourism. “A targeted campaign to local residents to inform them of things to do, new restaurants and lodging, attractions, and events would be beneficial since they could potentially be Wilsonville’s most compelling evangelists when it comes to word of mouth marketing and referrals.”

No City volunteer leadership body or staff focus solely on supporting, developing and coordinating community cultural activities, events and programs.

The Wilsonville Public Library, with support from the Wilsonville Friends of the Library and the Wilsonville Public Library Foundation, has advanced a rich literary arts and humanities program embracing cultural diversity aimed at increasing literacy primarily among families with young children. The Library also houses the Wilsonville-Boones Ferry Historical Society archives collection. The Library was constantly named as the City’s primary cultural venue in survey results, interviews and meetings.

However, no City volunteer leadership body or staff focus solely on supporting, developing and coordinating community cultural activities, events and programs.

PUBLIC ART AND CULTURAL CENTER

Finding 8. Public art is recognized as a significant cultural asset in Wilsonville.

Wilsonville area citizens have been active in gaining artwork in key public spaces since at least 2003. The existing collection of artwork stands as a testament to these dedicated residents, the former Wilsonville Citizens for Public Art, Wilsonville Arts and Culture Council and local donors.

When asked about local culture, survey respondents and interviewees often reference the public art that is currently on display in Wilsonville. Many area residents enjoy the public art, and some call for greater diversity in public art forms, including murals. Others would like to see more consistent placement, programming and management of public art. From our survey of 15 municipalities, public art stands out as the #1 consistent area for programming. Over 80% of municipal respondents provide assistance with public-art acquisition and programming.

The City Public Works Department together with GIS Division cataloged all public art in Wilsonville, and is creating a plan for on-going maintenance of City-owned public art. See Appendix G: Wilsonville Public Art.

Public art—specifically as a tool of creative-placemaking—is called for in both the 2019 Town Center Plan and the 2018 Parks and Recreation Comprehensive Master Plan; see Appendix C: Citations to City of Wilsonville Master Plans and Strategies. It is important to note that nationally public art as a tool of placemaking is less about placing static artwork in public spaces and more about commissioning artwork that is well integrated with the site, honors the site’s history and stories, and engages the viewer/participant. Art then becomes a tool for building both physical community and human community. (See Appendix Q: Articles and Studies Related to Arts, Culture and Heritage.)

When asked about local culture, survey respondents and interviewees often reference the public art that is currently on display in Wilsonville.

Finding 9. Substantial community demand exists for an arts and cultural center/facility.

A resounding call for a Wilsonville cultural center arose from all of the outreach efforts in phase one of the Arts, Culture and Heritage Strategy in 2018 and again in 2020. That is, surveys, interviews and meetings cumulatively conducted over a two-year period demonstrated a repeated refrain for a community cultural center where residents and visitors can participate in cultural activities including performances, exhibits, lectures, events, and classes. See Appendix K: Survey Instruments and Summary of Responses for Arts, Culture and Heritage Strategy (ACHS).

The broad mission for the center is to provide a range of cultural opportunities, bring together community cultural assets, serve as performance home for organizations such as WilsonvilleSTAGE, and highlight/promote the cultures of Wilsonville.

An arts and culture center is most often seen as a flexible, multi-purpose, welcoming facility. The scale, programming, and business model for such a facility must be specific to Wilsonville, just as each of the municipalities surveyed through this planning process have a specific approach and funding base. Based on the needs of specific arts and cultural activities and the potential number of participants, more than one facility may be appropriate.

The 2018 Parks and Recreation Comprehensive Plan calls for “design, fund, and improve new performance area (in Town Center Park).” See Appendix C: Citations to City of Wilsonville Master Plans and Strategies.

A resounding call for a Wilsonville cultural center arose from all of the outreach efforts in phase one of the Arts, Culture and Heritage Strategy in 2018 and again in 2020.

FUNDING AND RESOURCES

Finding 10. Funding and resource development are crucial to improve nonprofit organizational capacity and advance arts/culture programs.

Below are key pertinent findings around funding and resource development from the survey of 15 comparable communities that operate municipal arts and cultural facilities and/or programming. Identifying a blend of funding and resource development approaches is key to creating a sustainable cultural affairs program.

- Having both a dedicated staff person and dedicated funding are vitally important.
- Creating a diversified, sustainable funding stream for cultural programming is crucial for long-term success. Reliance on one primary funding source can place cultural programming in a vulnerable position to a change in conditions. A balanced funding model and a robust public/private partnership is often key to success.
- Wilsonville’s cultural organizations appear to largely lack deep financial or volunteer support from local corporations. Yet these corporations benefit from being in a community with a vibrant cultural life.
- Stay responsive to the community as you develop resources.
- Position the program(s) as additive rather than a repetition of something that’s already regionally available.
- Where possible, operate within the City’s structure (for the benefit of retirement, higher compensation, departmental support), yet stay agile as an independent non-profit can be. Trying for the best of both possible worlds—public-sector and nonprofit-sector—often produces strong results.

Creating a diversified, sustainable funding stream for cultural programming is crucial for long-term success.

SECTION C: Recommendations

The following recommendation have been vetted through the ACHS Task Force and public review. All comments received have been reviewed, discussed, and where feasible integrated with recommendations.

COMMUNITY CONTEXT

Recommendation 1. City adopts this cultural strategy and provides public-sector leadership and coordination to support community arts, culture and heritage facilities, programs and events.

For the City to build on community cultural assets and create a cultural vision identified by residents in this study, the City must step forward and lead. Findings 3 and 4 show that the community's cultural nonprofits are unable to do so without City leadership and support.

The local-area educational institutions of the West Linn-Wilsonville School District and Clackamas Community College cover a wider territory than the Wilsonville community and are focused on serving students and their families.

Leadership does not mean doing everything, but it does mean stepping forward to strengthen and mobilize assets, address challenges/barriers, leverage resources, and actively work toward achieving the cultural vision.

Untapped resources to support growth and development of local culture includes private sector corporations which will benefit from a more vibrant local cultural scene.

Stakeholders, through interviews, consistently call for this kind of City leadership. Adopting this cultural strategy will immediately demonstrate City leadership to advance a culturally vibrant community.

For the City to build on the cultural assets and create a cultural vision identified by residents in this study, the City must step forward and lead; there is no one else to do so.

Recommendation 2. Make cultural diversity and ethnic inclusivity a priority.

In 2017 the Wilsonville City Council adopted Resolution No. 2626 declaring the City of Wilsonville as a welcoming and inclusive city; see Appendix D: City Support for Arts, Culture and Heritage. The resolution states that Wilsonville is “an inclusive City that has and will continue to welcome the collective contributions of all persons, honoring and respecting people of every race, color, national origin, immigration or refugee status, heritage, culture.”

This City Council directive sets the stage to embed inclusivity in all arts, culture and heritage thinking and practices. Some participants in this research process said that they choose to live in Wilsonville instead of neighboring communities because it is more ethnically diverse.

Developing a diversity, equity, and inclusion lens and practice requires serious commitment and effort, but can advance many Wilsonville goals well into the future. The Director of the Chehalem Cultural Center in Newberg said as advice to the City of Wilsonville: “I would also encourage bringing in voices from traditionally marginalized groups as early as possible to shape the project from the start. It is harder to reverse engineer that process and bring them on once things are moving.”

This City Council directive sets the stage to embed inclusivity in all arts, culture and heritage thinking and practices.

The outreach meetings with youth and Latinx families during this planning process were very productive. The City should stay in continual dialogue with youth, Latinx, LGBTQ, and other under-served populations as the City works in partnership towards greater equity and inclusion.

CULTURAL NONPROFITS

Recommendation 3. Provide strategic assistance to Wilsonville cultural nonprofits in order to build organizational capacity.

Working with local cultural non-profits to build their capacity to serve the community must be a priority of the proposed new Arts, Culture, Heritage Commission (below). Non-profits are essential elements of a healthy community arts ecology.

Following is a summary of recommendations from “Report on Nonprofit Forms 990 Quantitative Analysis,” commissioned by the City and conducted by VISTRA, August 2020; see Appendix H: Nonprofits Analyses and Reports.

- **“Training.** The 10 organizations in the sample that report gross receipts of less than \$50,000 could benefit from fund development training such as the courses offered by the Nonprofit Leadership Center (<https://nlctb.org>). Investing in training can lead to improved efficiency and sustainability for the organizations.
- **“Consolidate or Collaborate.** The administrative burden of operating a nonprofit can be overwhelming for some organizations, particularly those with all volunteer management. Wilsonville nonprofits may find it beneficial to consider consolidating or collaborating to gain efficiencies in management requirements.
- **“Program vs. Independent Organization.** An approach that offers cost savings and increased efficiencies is for new or small nonprofits to become programs of appropriate larger nonprofits, rather than becoming or remaining independent organizations with all of the administrative and compliance requirements.”

In addition to training on nonprofit organizational requirements and fund-raising, these recommendations suggest a more ‘United Way’ approach to collaboration and fund-raising.

Thus, in addition to training on nonprofit organizational requirements and fund-raising, these recommendations suggest a more ‘United Fund’ approach to collaboration and fund-raising, and may go further to even suggest consolidation of community cultural nonprofits. Given the recent past, current and future prospects for volunteer/board recruitment and participation, Wilsonville’s cultural nonprofits need to seriously consider these recommendations. The City is in a position through the ACHS to work in partnership with and support building the capacity of local cultural nonprofits.

PUBLIC SECTOR

Recommendation 4. City forms an Arts and Culture Commission and provides supporting staffing resource.

Twelve of the 15 communities in the Portland metropolitan area surveyed during this planning process, have, or are in the process of forming, an arts/cultural advisory body to City Council. Wilsonville lacks this level of commitment to and coordination of local culture. Staff of the 15 cities interviewed provided “advice for the City of Wilsonville” for the composition and duties of an Arts and Culture Commission; see Appendix K: Survey Instruments and Summary of Responses for Arts, Culture and Heritage Strategy (ACHS).

By definition, an Arts and Culture Commission would be a multi-disciplinary body that ‘crosses over’ various City departments, including Library, Parks & Recreation, Community Development, Public Works, and Administration. Thus, the Commission would have a relationship with other City bodies and supporting nonprofits relevant to these departments, including respectively the Library Board, Friends of the Library, Wilsonville Public Library Foundation, Parks & Recreation Advisory Board, Heritage Tree Committee and the Tourism Promotion Committee.

In order to propel the work of the Arts and Culture Commission, the City should consider creating a full-time position that could also work with the City’s Tourism Promotion Committee and program.

Currently, no City staff are dedicated solely to the Tourism Promotion Program. Rather, the relatively new Tourism Promotion Program that the City Council created with the Tourism Development Strategy of 2014 has been staffed primarily by Administration staff as ‘other duties as assigned,’ and to a lesser degree with Parks & Recreation staff. A full-time staff person dedicated to tourism and cultural affairs would allow the City to develop greater expertise, networking connections and dedicated work product to advance an integrated tourism and cultural affairs program. Thus, the Tourism and Cultural Affairs Coordinator would staff both the Tourism Promotion Committee and the Arts and Culture Commission.

In the tourism realm, the City works closely with the lead Clackamas County Tourism and Cultural Affairs Department, doing business as *Oregon’s Mt. Hood Territory*. Since arts, culture and heritage activities and programs are often attractive to visitors and act as a tourism draw, a full-time staff position of Tourism and Cultural Affairs Coordinator is recommended. Thus, the City’s arts-culture-heritage and tourism-promotion efforts would be similarly organized as the lead County agency responsible for tourism and cultural affairs.

The Commission should be composed of representatives of Wilsonville residents and employers who have an interest in advancing local arts and culture and have the time and skills to serve in this important leadership capacity. The majority of commissioners should also be knowledgeable in one or more of the key cultural disciplines, including:

- Arts/Designs/Handcrafts, such as ceramics, handcrafts, mixed-media art and others.
- Heritage, such as folklore, history, language arts and others.

To propel the work of the Arts and Culture Commission, the City should consider creating a full-time position that could also work with the City’s Tourism Promotion Committee and program.

- Literary Arts, such as the humanities, poetry, writing and others.
- Performing Arts, such as dance, music, theater and others.
- Visual Arts, such as painting, photography, sculpture, video and others.

Some Commissioners may represent related areas such as local or regional media, architecture/design, tourism, or bring other important skills such as fund development, strategic planning, enterprise development, etc. Commissioners should also represent the ethnic diversity of Wilsonville.

The Arts and Culture Commission would most likely:

- Oversee implementation of the ACHS and make recommendations to the City Council for new initiatives and funding requests.
- Look to seize opportunities to support and grow Wilsonville’s cultural assets. Advocate and troubleshoot within the City structure for nonprofits and artists/creatives.
- Recommend specific strategies to support artists, creatives, and cultural nonprofits. (The term “creatives” indicates people with an intense desire to make, create, produce original work that can include artists, designers, craftspeople, scholars and teachers, writers, documentarians, historians and heritage specialists, librarians, and others.)
- Encourage collaboration with the schools, community cultural nonprofits and other key partners toward common goals.
- Oversee programs, including a public art program, grants and/or technical assistance, and key cultural events. The intent is for the City to support events of community non-profits such as the Historical Society’s well-attended history lectures at McMenamain’s Old Church and Pub.
- Closely coordinate with other City departments and their respective Council-confirmed boards and commissions including:
 - The Library and Library Board.
 - Parks and Recreation Department and the Parks and Recreation Advisory Board and the Tourism Promotion Committee.
- Provide input on cultural facility studies and implementation.
- Seek opportunities to leverage funding and other resources to advance cultural programs.
- Consider creating a “Cultural Calendar” on the City’s websites, including the tourism-oriented ExploreWilsonville.com.

A Tourism and Cultural Affairs Coordinator position could include duties such as:

- Local/community arts and cultural activities:
 - Coordinating activities, fundraising and programs with the community’s cultural nonprofits.
 - Assisting Administration, Library and Parks and Recreation Departments with working with cultural nonprofits.

- Staffing the Arts and Culture Commission and the Tourism Promotion Committee, including arranging meetings, taking meeting minutes and other functions.
- Supervising contractors, such as the Tourism Promotion and Destination Marketing Contractor for the Tourism Promotion program.
- Cultivating supporters including board members, donors and sponsors.
- Working with the Mayor and Economic Development Manager to call on Wilsonville businesses and encourage participation and sponsorship of local cultural endeavors.
- Developing relationships with funders and composing grant requests to funding bodies.
- Regional arts and cultural activities:
 - Networking with other municipal organizations' arts and culture programs and facilities.
 - Keeping in contact with regional resource organizations including the Regional Arts and Culture Council (Portland), Clackamas County Arts Alliance, Clackamas Cultural Coalition and Clackamas County Tourism and Cultural Affairs Department.
- International cultural affairs:
 - Staffing the Wilsonville-Kitakata/Japan Sister City program.
 - Arranging visits from South Korean delegates to the Oregon Korean War Memorial.
 - Coordinating with the Korean War Memorial Interpretative Center in conjunction with the Korea War Memorial Foundation of Oregon and Korean War Veterans Association (KWVA)/Oregon Trail Chapter.

An issue for City consideration is which department or departments should “house” or oversee the proposed Arts and Culture Commission and Tourism and Cultural Affairs Coordinator position. The results of the survey of 15 municipalities that own or operate arts and culture programs and/or facilities show that no one single department is constantly singled out as having primary responsibility for cultural programming. Rather, cities have variously housed an arts and culture commission and supporting staff in either Administration Department (City Manager’s Office), Library or Parks and Recreation Department; and occasionally the commission is under one department and support staff in another department.

The variety of departments assigned “arts and culture” responsibilities varies in large part apparently due to the multi-disciplinary nature of arts, culture and heritage activities and programming, as well as the capacity or orientation of various cities’ departments. Like many communities, much of the City of Wilsonville’s cultural and heritage events and programs are organized and sponsored by the Library. However, also like many communities, the Parks and Recreation Department is highly engaged in siting public art and hosting cultural events or programs in city parks, as well as sponsoring hands-on art classes and activities. Unlike traditional municipal public-works functions, perhaps because of the “newness” of a city having to operate cultural programming at a higher level of awareness and activity, the Administration Department or City Manager’s Office works to with the Council-appointed commission and to coordinate the various departments’ events and programs.

As noted above, the Wilsonville Administration Department staff has been the primary City personnel working with the Tourism Promotion Committee and advancing the tourism promotion program, with some support from Park and Recreation Department staff. Since the proposed Arts and Culture Commission and Tourism and Cultural Affairs Coordinator position would work in close collaboration with the Tourism Promotion Committee and program, and coordinate with both the Library and Parks and Recreation Department, it may make sense to continue to house the new commission and staff in the Administration Department. The City's marketing-communications and public information office functions are also housed in the Administration Department. Siting in the Administration Department also provides additional opportunity to engage and coordinate with the Mayor and City Council members who could be engaged in recruiting commission members, as well as seeking support from nonprofit volunteers and members of the business community to support and sponsor cultural programming.

However, whichever department is ultimately chosen to house the Commission and staff, it is crucial that the three primary departments with arts, culture and heritage-related duties coordinate closely.

Recommendation 5. Improve inter-governmental collaboration and coordination to advance arts, culture and heritage.

As indicated throughout this report, the School District’s arts and cultural programs and activities are highly valued. Several respondents, including both youth and interviewees, discussed how great it would be if the School District’s cultural activities could “spill out” into the community.

Wilsonville parents highly regard the School’s International Evenings. Youth and others give high marks to the Días de los Muertos festival which drew approximately 1,000 participants in 2019. These events have the strong engagement, creativity, and relevance that people want to see more of in the community.

Both the School District and the City have a lack of cultural facilities, and the School District is now in design phase for a new performing arts center at Wilsonville High School. The community will benefit if both the School District and the City carefully coordinate and potentially collaborate on facility use. That said, it is most often very difficult for high school performing arts facilities to be shared with community use during the school year. But there is opportunity to collaborate around potential summer facility use and programming that benefits both the City and the School District. Another partner to include in these conversations is Clackamas Community College.

Several respondents, including both youth and interviewees, discussed how great it would be if the School District’s cultural activities could “spill out” into the community.

A process for coordination and collaboration between the public cultural providers needs to be created. The proposed Tourism and Cultural Affairs Coordinator would be in a position to provide this level of coordination with the public-sector, nonprofits and cultural creatives that enables a greater community celebration of culture.

PUBLIC ART AND CULTURAL CENTER

Recommendation 6. Develop a long-term, sustainable public art program.

Wilsonville’s public art is definitely appreciated by both residents and visitors. During the Arts, Culture and Heritage Strategy process, community members repeatedly called for additional public art that embraces a greater range of styles, intent, and artistry.

The following recommendations focus on creating clear policies and procedures toward a public art program and collection, not only individual pieces.

- Develop a public art plan so that artwork is thoughtfully commissioned as part of a public collection. The plan would identify a vision for the program and public art collection, goals and standards, as well as needed policies and procedures for commissioning.
- Review various funding strategies for community acceptance and ability to implement.
- Set aside dollars with a schedule for annual maintenance and upkeep of public art. The same is also needed for Wilsonville’s heritage markers.
- Identify resources to support consultation with public art professionals, potentially to manage projects.
- Continue to engage local and regional artists in the design, planning, and implementation of the public art program. This engagement should include building awareness and skills of local and regional artists in the area of public art.

During the Arts, Culture and Heritage Strategy process, community members repeatedly called for additional public art that embraces a greater range of styles, intent, and artistry.

Recommendation 7. The City works with partners to advance an arts and cultural center/facility.

Survey respondents and interviewees repeatedly in both 2018 and 2020 identified the lack of both a physical community cultural center/core and a cultural focus in Wilsonville. This makes sense, given the rapid growth of Wilsonville and the number of times it has re-sited “town center” locations.

Participants consistently identified a community arts/culture/heritage center as a way to ensure cultural opportunities are manifest. The word *opportunities* comes up consistently as both a current “lack” and a “hope.” There is a clear call among participants in the Strategy process for an arts/culture/heritage center. Most participants are modest in their vision of a center, but consistently imagine a facility that is:

- Flexible: can grow/change with the needs/demands of Wilsonville.
- Multi-purpose: can accommodate a variety of cultural uses including performances, exhibitions, lectures, special events, and classes.
- Home to Wilsonville Theatre Company (WilsonvilleSTAGE) and potentially the Wilsonville Historical Society, both of which have physical assets deserving proper care. Certainly the center would be home for performing arts.
- Inclusive of a space(s) for visual and other arts exhibitions. The intriguing idea for a cooperative gallery such as the Spiral Gallery in Estacada and Portland’s Blackfish Gallery was also proposed.
- A facility study should also review how to better utilize existing municipal facilities and potentially imagining a set of facilities with cultural uses.
- The 2018 Parks and Recreation Comprehensive Plan calls for “design, fund, and improve new performance area (in Town Center Park).” See Appendix C: Citations to City of Wilsonville Master Plans and Strategies.

Participants consistently identified a community arts/culture/heritage center as a way to ensure cultural opportunities are manifest.

While the scope of this project does not seek to identify a specific location and operating model for an arts/cultural/heritage center, several locations have been suggested, including the prior Albertsons grocery building at Lowrie Marketplace, Frog Pond (United Methodist) Church, soon-to-be former Art and Technology High School building (former Wesleyan Church, now owned by City), and the Town Center area. There are pros and cons to clustering cultural assets in one facility versus multiple cultural uses in various locations. The City should engage local artists, creatives, and cultural organizations in the conversations about potential site(s), uses, and operating models. And definitely consult with the Library; it serves as a beloved, inclusive cultural center.

Our survey of fifteen municipalities showed two primary models of owning and operating a cultural facility.

- Both the Walters Arts Center in Hillsboro and the Sherwood Arts Center are owned and operated by municipalities.

- The Chehalem Cultural Center (Newberg) is owned by the Chehalem Parks and Recreation District but operated by the Chehalem Cultural Center (501c3). The Center for the Arts in Beaverton (in construction) will be owned by the City of Beaverton but operated by the Beaverton Arts Foundation (501c3.)
- When considering a new or improved Wilsonville cultural facility, review the data collected in this survey, and meet with key staff and visit other community facilities (especially Sherwood, Beaverton, Lake Oswego, Hillsboro, Vancouver, and Newberg.)

FUNDING

Recommendation 8. Improve and create sustainable funding mechanisms to support cultural activities, events and programs.

Advice for the City of Wilsonville from colleagues in communities surveyed that operate cultural programs provided a variety of funding options to consider. Below are reflections toward a funding model that surfaced in this planning process; note this is not an exhaustive list.

- Focus on creating a balanced, reliable and diversified funding mechanisms to create a financially sustainable arts and cultural affair program.
- Be careful of funding sources that can drop suddenly because of visitors not traveling or residents not spending dollars on entertainment. This includes Transient Room Occupancy Tax and entertainment tax revenues that can vary greatly.
- Avoid developing a fund development mechanism/strategy that local cultural organizations perceive as competing with their own fund raising.
- Local cultural organizations discussed the difficulty of leveraging local business dollars for support/sponsorship. This is key for City consideration since Wilsonville is such a strong center for business/commerce. Growing donor business support for arts, culture, heritage is important.
- Consider leveraging City funds with other funding sources, such as the Travel Oregon/Oregon Tourism Commission Competitive Grants Program and Metro Community Placemaking Grants program.
- The Wilsonville Chamber of Commerce should be thoroughly on-board with fund development approaches that support arts, culture, and heritage as positive business attractors to Wilsonville.

Focus on creating a balanced, reliable and diversified funding mechanisms to create a financially sustainable arts and cultural affair program.

Other options discussed in stakeholder interviews include potential local sources of funding operations:

- **Review and evaluate two existing City grants programs**—the Community Opportunity Grants and Community Tourism Grants—to determine if each is serving its purpose, if total awards should be increased, and if the Community Tourism Grants program should be potentially changed to Cultural Events Grants program.
- **Wilsonville-Metro Community Enhancement Program (CEP)**, funded by a surcharge on solid-waste transferred in Wilsonville, can award funds to a wide range of activities and programs that benefit the community, including:
 - Improve the appearance or environmental quality of the community.
 - Result in rehabilitation or upgrade of real or personal property owned or operated by a nonprofit organization.
 - Result in the preservation or enhancement of wildlife, riparian zones, wetlands, forest lands and marine areas, and/or improve the public awareness and the opportunities to enjoy them.

- Result in improvement to, or an increase in, recreational areas and programs.
- Benefit youth, seniors, low income persons or underserved populations.
- **Wilsonville Cultural Fund.** Create a mechanism for receiving gifts/donations/bequests possibly within the Oregon Community Foundation. The City of Hillsboro has such a foundation that should be consulted to better understand various issues before developing similar plan for Wilsonville.
- **A per-capita or per-household tax,** such as the City of Portland Arts Tax.
- **Transient occupancy tax** revenues that flow into the City of Wilsonville general fund.
- **Payroll tax on employers.** A payroll tax since Wilsonville has a robust annual payroll for a community of approximately 25,000.
- **Joint fundraising approaches** to support nonprofits (a “United Fund” approach.)
- **Leveraging donors via Oregon Cultural Trust.** The Oregon Cultural Trust’s fund campaign is based on the following steps.
 - 1) Donate first to a local cultural non-profit.
 - 2) Donate the same amount to the Oregon Cultural Trust.
 - 3) The amount donated to the Oregon Cultural Trust is returned to the donor as a refund on state income taxes.
 - 4) Donations to the Oregon Cultural Trust support culture in Oregon, including the Clackamas County Cultural Coalition and local projects and organizations funded through the CCCC.

This (above) is not an exhaustive list of potential funding sources. Appendix P: Funding Options Information to Advance the Arts, Culture and Heritage Strategy (ACHS) describes a real estate tax being considered by a New Jersey community.

Local funding sources associated with capital construction

- **Urban renewal / tax increment financing:** The City has strategically used tax-increment financing via the Wilsonville Urban Renewal Agency to fund a range of public improvements over the past 25 years, including the Beauty and the Bridge I-5/Wilsonville Road underpass public-art/pedestrian-safety project.
- **Public percent-for-art ordinance** to ensure the integration of public art with public capital construction projects. Percent-for-art policies generally apply to any municipal capital improvement project where a determined percentage of the total project budget is set aside for public art. These policies also address how the money is to be spent on the acquisition, commissioning, and maintenance of public artworks.

Passed in 1975, Oregon’s Percent-for-Art legislation mandates that 1% of the direct construction funds of new or remodeled state buildings with construction budgets of \$100,000 or more be set aside for the acquisition of art work. The Oregon Arts Commission oversees the Program and maintains archives of slides, photographs and related documentation for the works of art selected.

- **Public art in private development:** Incentives or requirements to gain public art or other cultural amenities in private development should also be considered. Gaining public art in commercial development is identified in the 2014 Tourism Development Strategy and 2019 Town Center Plan. Over time, some private developers have incorporated art on public display in Wilsonville, including at Argyle Square and Lowries Marketplace. See Appendix C: Citations to City of Wilsonville Master Plans and Strategies: 2018 Parks and Recreation Comprehensive Master Plan calls for integration of public art.

SECTION D: Data — Results of Interviews, Surveys, and Meetings

Stakeholder Interviews: Summary of Consistent Themes

Over the course of a two-year period, a total of 49 interviews were conducted with a wide range of stakeholders, including cultural nonprofits' volunteers and staff, City and School District officials, and other area residents interested in cultural affairs. Following is a summary of interview results from the 2020 study with 18 interviews.

What is your vision of what a rich and diverse cultural life would be like for Wilsonville? What comes to mind? What do you envision?

Clear themes from interviews:

- Cultural center is needed, serving broad spectrum of arts/culture/heritage.
- Engaging/supporting diversity of people and cultures in Wilsonville is key.
- Expanding into community the School arts/cultural programs.
- Focusing on connection, flexibility, creating a unifying force, building on the successful local programs (especially School and City-sponsored.)

What are Wilsonville's cultural strengths or assets?

Clear themes from interviews:

- People — friendly, welcoming, family-friendly and relaxed community
 - Breadth of local artistic/cultural talent
- Parks, access to outdoors and region
- River, this place of connection and trade
 - Unique history beginning with indigenous people then pioneers
- Existing arts/cultural programs in schools
- Successful and beloved City-sponsored events
- Opportunity for City and Schools to partner more
- More diversity than West Linn and other surrounding communities

What are the barriers/challenges to you or others participating in local culture in Wilsonville?

Clear themes from interviews:

- Time; people are very busy with families, work/community, etc.
- Communication — how to reach people, how to include new voices
- Need to understand and focus on all cultures, including LGBTQT
- Accessibility, especially financial, is key. Cost of living is high.
- Both City and Schools are short on arts/cultural facilities.
- Lack of a central focus (both place and organization.)

Please give me your sense of how the City of Wilsonville can best support local arts, heritage, culture. Think about funding, needs, management structure, etc.

Clear themes from interviews:

- Call for the City to step forward and lead. Others will come on board.
- Consistent call for a cultural center (multi-use, flexible facility) where people can bring their expertise and resources.
- Coordination is a central concern. Consistent call for the City to step up and become the coordinating body, at least for now.
- Funding must be identified. There is interest in a joint public/private funding model.
- Integrate diversity/equity/inclusion practices in all steps of this initiative.

Youth Engagement Meeting: Summary of Consistent Themes

What is your vision of what a rich and diverse cultural life would be like for Wilsonville? What comes to mind? What do you envision?

- More cultural opportunities for youth
 - More events (free) of all kinds (festivals, theatre, etc.), including food
 - More public art of different styles
- School and community events are better connected – school events spill over to community, and community events consider interests of youth and affordability
- People are educated on history of all cultures

What are Wilsonville's cultural strengths or assets?

- Student/school communities and great clubs
- Safe environment to express yourself

What are the barriers/challenges to you or others participating in local culture in Wilsonville?

- Free events are needed to attract youth and families that cannot pay
- Community events are often not really geared to youth participation
- Transportation to Portland events is a challenge

Latinx Family Engagement Meeting: Summary of Consistent Themes

Demographic profile data of note:

- 11%-12% of Wilsonville's population is Latinx, US Census 2019 ACS.
- Total Latinx school population is closer to 20%, with Lowrie and Wood Middle Schools having 25% Latinx, according to a West Linn-Wilsonville School District survey

What is your vision of what a rich and diverse cultural life would be like for Wilsonville? What comes to mind? What do you envision?

- Resource center for Latinx families (could be the Wilsonville Library)
 - Language instruction (both English and Spanish)
 - Cultural exchange
 - Support for kids and families
 - Bilingual performing arts and events
 - Link between parents, City, Schools
- Better communication with City and other organizations
- Better communication within Latinx community
- Latinx and broader community is better integrated
- Translation (in Spanish) is a normal part of City and civic activities
- More Latinx-friendly community events, including with food
- Broader community is informed on other cultures

What are Wilsonville's cultural strengths or assets?

- Bilingual staffing and programming at School
- Diversity at School
- Welcoming community that feels safe
- SMART transit service
- A growing undercurrent of diversity

What are the barriers/challenges to you or others participating in local culture in Wilsonville?

- Often Latinx families are not aware of community events.
 - One meeting participant started a Latinx Facebook page following our meeting.
- Language is a barrier for some whose first language is Spanish.
- Community events often happen at a time when Latinx families are working.
- Affordability of events and services is key for Latinx families.
- Transportation is a challenge, especially when SMART bus doesn't run on the weekends.

Cultural Vision Survey: Summary of Consistent Themes

Following is a summary of consistent themes from 89 on-line survey respondents.

What are the Wilsonville-area's top cultural attributes or strengths?

- Strong library...library as hub...including rotating art shows, monthly history nights, cultural events. So many tools there to find things to explore.
- Public schools with curricula strengths in the arts, especially High School
- Rural roots, pioneer history, historical links to current, regional agriculture and farming (fresh produce, destination activities, equestrian centers, wineries.)
- Community and high school events, including Farmers Market — people love the events.
- Parks and access to river and nature
- Friendly community

What are the top three challenges or barriers to you or others participating in local culture in the Wilsonville area?

- Lack of gravitas; lack of community; lack of focal point; lack of vibrancy. No central place for arts to come together as a main focus. We lack opportunities for creativity, participation, expression in multiple genres and ways.
- Lack of a sense of culture or clear cultural direction. No central place/facility(ies) for arts, culture, heritage.
- We are a suburb with no town center. Combination of metro-urban and rural.
- Community conflicted on cultural and ethnic diversity. Some see it as a strength of Wilsonville (*e.g.*, more diverse than neighboring communities), others feel that serious efforts are not made (other than in schools) to truly include and engage beyond white, hetero-normative, middle-class culture. There is a call for more inclusive, cross-cultural events, as well as affordable housing.

What are the favorite landmarks or places to hang out in the Wilsonville area?

- Parks (overwhelming response)
- Library (consistent response)
- Non-chain restaurants, coffee shops, etc.

Please describe what a rich a diverse cultural life would be like for Wilsonville-area community members? What comes to mind? What do you envision?

- More diversity in performances, public art, art/culture reflecting marginalized voices, multi-level community celebrations, small businesses
- Arts/cultural center. Clustering of cultural assets to create focus.

Two vision statements offered by participants:

- Wilsonville is a place where beauty, art, culture, and learning thrive. Our community nurtures individual fulfillment and sense of belonging.
- I envision Wilsonville as a diverse, inclusive, and equitable place where cultural diversity is celebrated and supported.

Cultural Assets Inventory Survey

The following cultural assets were identified through a public online survey and three ACHS committees: Arts Cultural Assets, Heritage/History Assets and Literary Arts/Humanities Assets Committees.

Bold indicates an asset named multiple times

ARTS - Arts/Designs/Handcrafts

Individual / person	Trieste Andrews, President, Three Rivers Art Guild Theonie Gilmore , founder and prior executive director, WACC Eric Hoem, President, Charbonneau Arts Association Benjamin Mefford , sculptor, Director Wilsonville Festival of Arts Lauren Salgado, graphic designer Elaine Swyt, web designer Susan Schenk , artist & arts administrator Paul Missal
Organization / nonprofit or government agency	Charbonneau Arts Association Three Rivers Art Guild Wilsonville Arts & Culture Council (WACC)
Business / for-profit company	Hughes Water Garden McMenamins Old Church & Pub
Event – annual community celebration	Charbonneau Festival of Arts Wilsonville Festival of Arts
Event – historical that occurred in the past	WACC's Sesquicentennial celebration
Object – such as artwork, book, product, tool, etc.	Art Guild - Artist Consortium Beauty and the Bridge Public-Art Tiles-Mural, I-5/Wilsonville Road underpass CREST Mural Wind Bouquet (kinetic sculpture @ CREST) Life Tree (sculpture @ WHS by Jesse Swickard) Murals by Hector Hernandez at Wilsonville High School and Parks and Recreation Facility in Town Center Park Art collection and Intarsia at Wilsonville Public Library Wilsonville Heritage Quilts (fundraiser by WACC)
Place / location	Charbonneau Country Club Beauty and the Bridge Public-Art Tiles-Mural, I-5/Wilsonville Road underpass Various school art programs Wilsonville Public Library

Bold indicates an asset named multiple times

ARTS - Performing Arts

Individual / person	Chad Davies, WHS Band Director John Fitzgerald WHS Theatre Co-Director John Hillan-Payne, Music Educator & Board of Music & Arts Partners Jason Katz, WHS Theatre Co-Director Kevin Karrick, jazz guitarist & composer Annie Kubitchek, WHS Choral Director David Rowe, jazz musician & music coordinator Charbonneau Arts Festival Matt Whitehead, Music Art Tech HS
Organization / nonprofit or government agency	I-5 Connection Soul'd Out, Wilsonville High School acapella group Wilsonville Theater Co./ WilsonvilleSTAGE Wilsonville Arts & Culture Council (WACC)
Business / for-profit company	Bug Toast, progressive folk band Innovative Dance Music Man Studio/Concert School of Music (Nathan & Lori Givens) Metro Dance Academy
Event – annual community celebration	Día De Los Muertos Celebration Wilsonville Festival of Arts Rotary Summer Concerts in the Park Series Fun in the Park, Wilsonville Celebration Days
Event – historical that occurred in the past	Millennial Winter Light Festival (WACC) Concerts organized by Theonie Gilmore & WACC - nationally-acclaimed artists' concerts and visits to local schools Play commissioned for Sesquicentennial

ARTS - Visual Arts

Individual / person

Sparkle Anderson, sculptor
Keith Amundsen, founding member Wilsonville Citizens for Public Art; led annual trolley tours of Wilsonville's public art works for Wilsonville Festival of Arts.
Toni Avery, painter
Joan Carlson, artist; retired Artist-in-Residence at Boones Ferry Primary School; long-time board member Wilsonville Arts & Culture Council; co-chair Student Art Pavilion feature at annual Wilsonville Festival of Arts; exhibited at Elysium Artists Gallery formerly occupying the 2nd floor of Portland Millworks; key member of the art educator team for Beauty & The Bridge.
Angenette Escobar, Art Teacher & Art Director, Wilsonville High School; founder of the Wilsonville Dia de los Muertos Festival; professional, exhibiting artist; planning committee & volunteer coordinator for Wilsonville Festival of Arts;
Charlie Hyman retired photography teacher Wilsonville High School; professional, exhibiting photographer; has photographed many events

	<p>for the school district, local organizations, & Wilsonville Festival of Arts;</p> <p>Murase water-features in Town Center Park and Murase Plaza in Memorial Park, designed by world-renown landscape architect Robert Murase</p> <p>Paul Missal, seminal NW painter & revered painting professor emeritus Pacific Northwest College of Art; founding member of Blackfish Gallery in Portland (40+years); work is in many important collections & Portland Art Museum.</p> <p>Christopher Shotola-Hardt, retired art teacher & art director Wilsonville High School; artist-owner @ Blackfish Gallery; founder Wilsonville Festival of Arts; president Wilsonville Arts & Culture Council; many public art works in town</p> <p>Jesse Swickard, metal sculptor, several public art pieces throughout Wilsonville; founding member Wilsonville Citizens for Public Art.</p>
Organization / nonprofit or government agency	<p>Charbonneau Arts Association</p> <p>West Linn-Wilsonville Music & Arts Partners</p> <p>Wilsonville Arts & Culture Council (WACC)</p> <p>Wilsonville Public Library</p>
Business / for-profit company	<p>Bullwinkle' / Family Fun Center</p> <p>Corner Coffee Shoppe</p> <p>Trudy's Living Room showcased works by NW Artists & Photographers</p> <p>Starbucks / Fred Meyer Old Town Square, hosts gallery space for Wilsonville HS Fine Art</p> <p>Wilsonville Jeep RAM, ran an art gallery for over a year, showcasing local artists under leadership of Laurie Tartar</p>
Event – annual community celebration	<p>Charbonneau Arts Festival</p> <p>Wilsonville High School Art Show</p> <p>Wilsonville High School Dia de los Muertos Festival</p> <p>Wilsonville High School Annual Arts Dinner, fundraiser for MAP (Music and Arts Partners)</p> <p>Wilsonville Festival of Arts</p>
Event – historical that occurred in the past	<p>Farmers Market (in the summer)</p> <p>US Congressional High School Art Competition Exhibition</p>
Object – such as artwork, book, product, tool, etc.	<p>Children's Art Institute (K-12 summer art program at Boeckman Creek Primary,) ran for ten years, took a hiatus and returned for four more years</p> <p>Millennial Winter Lights Festival (WACC)</p> <p>Wilsonville Open Studios Tour (WACC)</p>
Place / location	<p>Public artwork/sculptures around town and at WES station</p> <p>Recycled elements mobile at CREST garden</p>

Bold indicates an asset named multiple times

LITERARY ARTS/HUMANITIES

Individual / person	Dave DeHart, author Christina Katz, author & writing coach, organized author series at library for WACC Kevin Luby, author Walt Morey, author of numerous works of children's fiction, including 'Gentle Ben.' Kit Whittaker, WACC Board; Organizes NW Authors Tent for Wilsonville Festival of Arts
Organization / nonprofit or government agency	Wilsonville Public Library Wilsonville Public Library Summer Reading Program <i>The Boones Ferry Messenger</i> , City of Wilsonville Wilsonville Alliance for Inclusive Community
Business / for-profit company	<i>Wilsonville Spokesman</i> , Pamplin Newspapers <i>Charbonneau Villager</i> , Charbonneau Country Club
Object – such as artwork, book, product, tool, etc.	NW Author Series at Library, Christina Katz for WACC

HERITAGE/HISTORY

Individual / person	Janet Boone McGarrigle, descendent Daniel Boone John Smith, Boones Ferry Historical Society Steve Van Wechel, working to preserve local history
Organization / nonprofit or government agency	Aurora Colony Museum Friends of Historic Butteville Historic Butteville Store, Oregon State Parks Korean War Memorial Foundation of Oregon Meridian United Church of Christ (Frog Pond Church) Wilsonville-Boones Ferry Historical Society
Business / for-profit company	Lee Farms Magness Memorial Tree Farm, World Forestry Center
Event – annual community celebration	Wilsonville HS Día de los Muertos Festival
Event – historical that occurred in the past	Historic Butteville Store summer dinner/music series History Lectures at McMenamins Old Church & Pub City of Wilsonville's 50 th Anniversary Community Block Party, 2018
Place / location	Boones Ferry Historical Society's history markers Oregon Korean War Memorial, Town Center Park

Survey of 15 Communities in Portland Metro Region for Governance and Operations of Arts, Culture and Heritage Programs and Facilities: Summary of Survey Responses

Through an online survey and interviews conducted July – August 2020, the City received input from 13 municipal governments and five nonprofit organizations of 15 communities in the greater Portland metro region known to operate cultural programs and/or facilities:

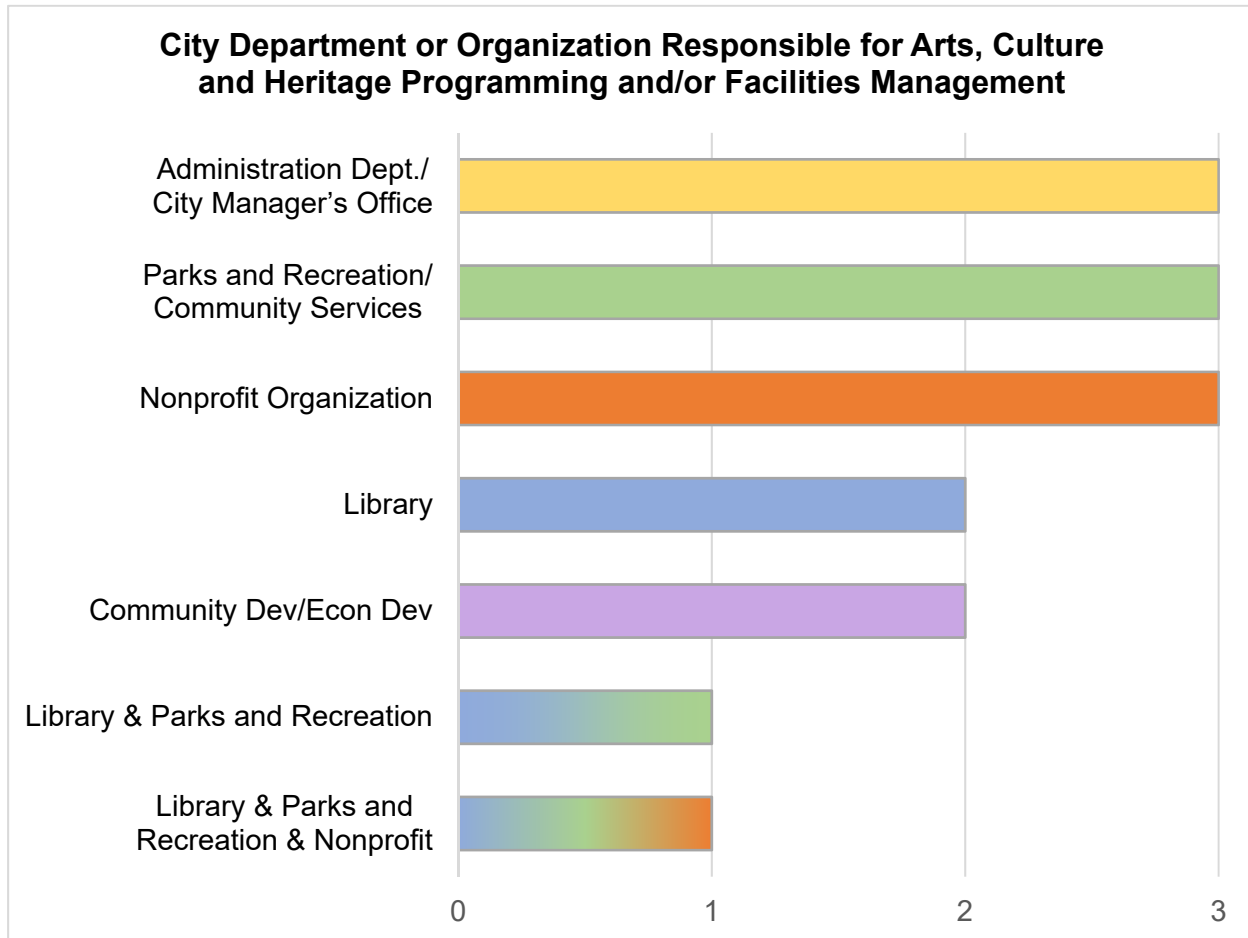
Communities Surveyed	City Governments/Organizations Surveyed
Beaverton	Arts Council of Lake Oswego
Forest Grove	Chehalem Cultural Center, Newberg
Gresham	City of Beaverton - Arts Program
Hillsboro	City of Forest Grove - Public Library
Hood River	City of Gresham - Art Committee
Lake Oswego	City of Hillsboro - Cultural Arts Program
McMinnville	City of Hood River
Milwaukie	City of Lake Oswego
Newberg	City of McMinnville - Public Library
Oregon City	City of Milwaukie - Arts Committee
Sherwood	City of Oregon City
Tigard	City of Sherwood - Cultural Arts Commission
Tualatin	City of Tigard
Vancouver, WA	City of Tualatin - Arts Advisory Committee
West Linn	City of Vancouver
	City of West - Linn Arts & Culture Commission
	Columbia Center for the Arts, Hood River
	Tigard Downtown Alliance
	Tualatin Valley Creates (Nonprofit serving Washington County)

It's important to note that all of these communities have robust Library facilities and programs, and that information is often not included in their responses.

Which City Department(s) oversee arts, cultural, heritage programs?

Of the 15 communities:

- 12 municipalities have some degree of public arts, cultural and heritage programs.
- 3 communities (Newberg, Lake Oswego, and Hood River) have strong 501 (c)(3) cultural organizations that serve as the primary providers of cultural services.
 - Chehalem Cultural Center in Newberg works closely with the Chehalem Parks and Recreation District.
 - Lake Oswego Arts Council contracts with the City to run the public art program in conjunction with Library and Parks and Recreation Dept.
 - The City of Hood River has no official municipal arts programs, but the Columbia Arts Center and Gorge Arts in Education are active local arts service providers.



Details on communities' city departments or organizations responsible for arts, culture and heritage programming and/or facilities management:

Beaverton: Administration Dept./City Manager's Office Arts Program; Arts Commission

Forest Grove: Library and Parks and Recreation Dept.; Public Arts Commission

Gresham: Administration Dept./City Manager's Office; Art Committee

Hillsboro: Parks and Recreation Dept. operates public arts program and contracts with Hillsboro Arts & Culture Council to operate the Walters Cultural Arts Center

Hood River: No city department; Columbia Center for the Arts nonprofit organization

Lake Oswego: Lake Oswego Arts Council nonprofit organization (former City board) in conjunction with Library and Parks and Recreation Dept.

McMinnville: Library

Milwaukie: Administration Dept./City Manager's Office

Newberg: No city department; Chehalem Cultural Center nonprofit organization

Oregon City: No city department; Three Rivers Artist Guild & Gallery nonprofit organization

Sherwood: Community Services/Parks and Recreation Dept. (operating Cultural Arts Center); Cultural Arts Commission.

Tigard: Community Development Dept., Economic Development Div.; Tigard Downtown Alliance nonprofit organization

Tualatin: Parks and Recreation Dept.; Arts Advisory Committee

Vancouver, WA: Community Development Dept., Economic Development Div.; Culture, Art & Heritage Commission

West Linn: Library; Art and Culture Commission

Does a citizen advisory body oversee the programs?

- 100% have some kind of an advisory group or are in process of forming one.

Who appoints the members of the advisory body?

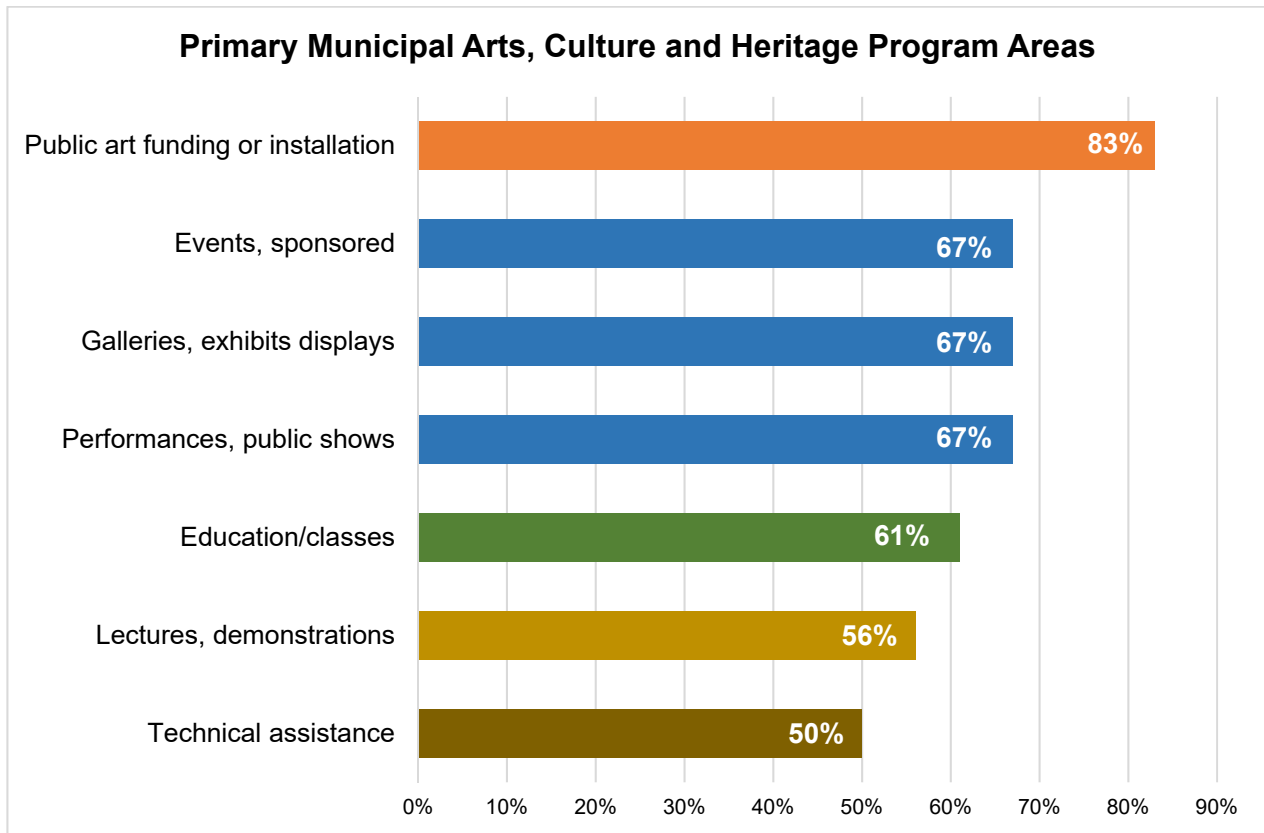
- The three 501c3 organizations are governed by their boards.
- The twelve municipalities either have an arts/cultural advisory body or are in the process of forming one. The majority of these municipalities treat their arts/cultural advisory bodies as they do other City advisory committees.
 - Six of the advisory bodies are appointed by City Council.
 - Five of the advisory bodies are appointed by the Mayor (with council concurrence.)
 - One advisory body is being formed.

Of the twelve communities with City arts/culture/heritage commissions:

[Notes: the arts/cultural/heritage commission is sometimes housed in a different department—Administration Dept./Office of the City Manager—than the arts/culture/heritage programs; three cities with no programs have nonprofit organizations with boards of directors that take the lead.]

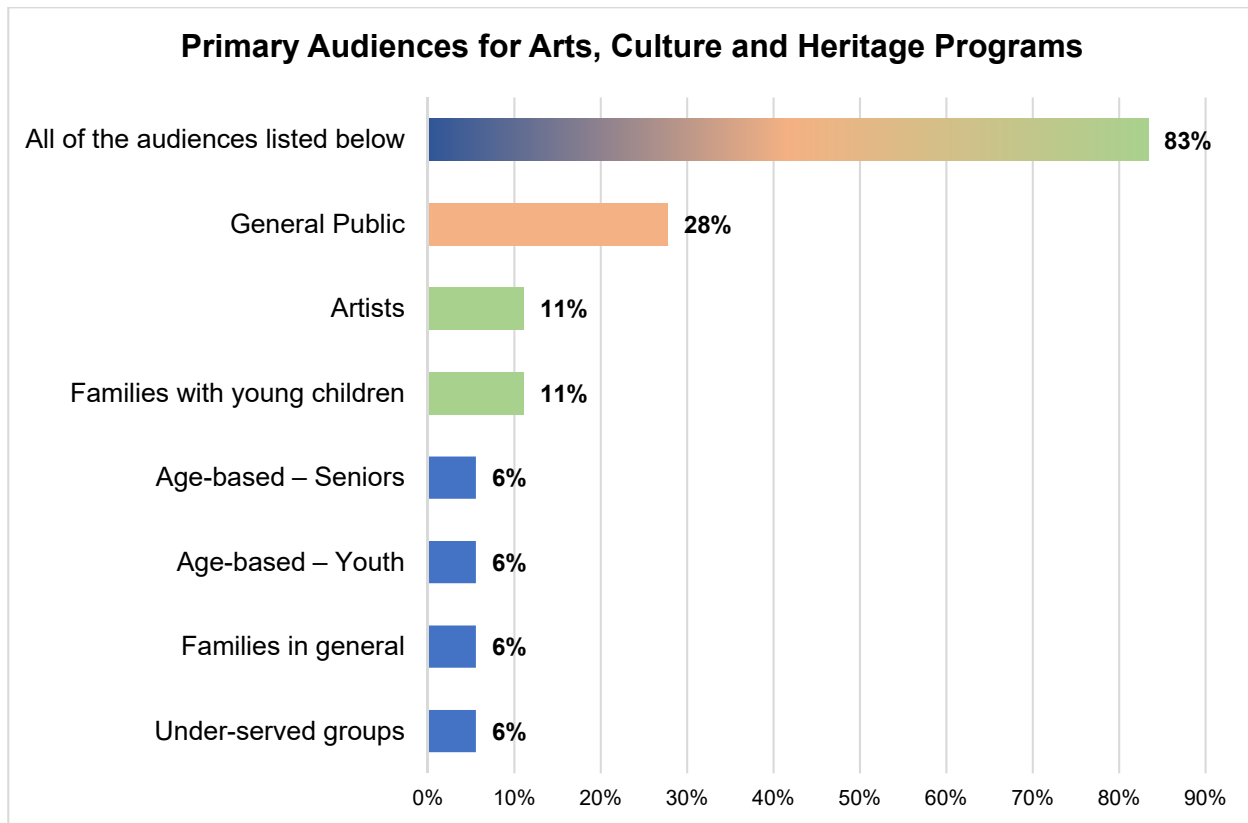
- Four are supervised by Parks and Recreation Dept.
- Three are supervised by Administration Dept./City Manager's/Mayor's Office
- Two are supervised by Library and Parks and Recreation Dept.
- Two are supervised by Community Services, Community/Economic Development Dept.
- One is supervised by the Library.

What are the primary program areas for arts, culture and heritage?



Public art funding or installation	83%
Galleries, exhibits, displays	67%
Performances, public shows	67%
Events, sponsored	67%
Education/classes	61%
Lectures, demonstrations	56%
Technical assistance for artists, organizations	50%

Who are primary audiences for these programs?

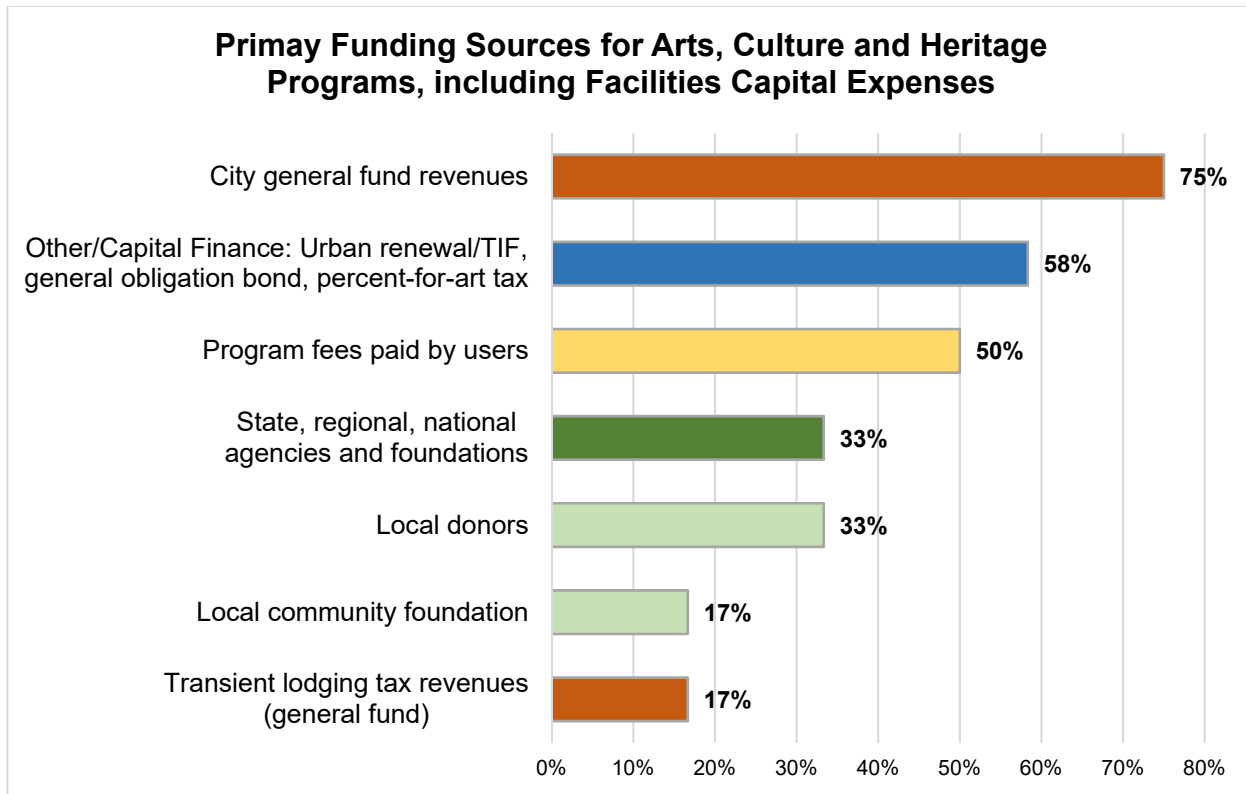


All of the audiences listed below	83%
General Public	28%
Artists	11%
Families with young children	11%
Age-based – Seniors	6%
Age-based – Youth	6%
Families in general	6%
Under-served groups	6%

How is staffing organized and supported? What is the approximate number of FTE staff? 9 respondents:

- FTE ranges from 0 staff in McMinnville to 12 at the Chehalem Cultural Center in Newberg. The average number of FTE for the 9 respondents is 4.
- Annual budgets range from \$18,100 (Tualatin) to \$1.5 million (Hillsboro), with an average of \$511,828 for the 9 respondents.

What are the primary funding sources for programs?



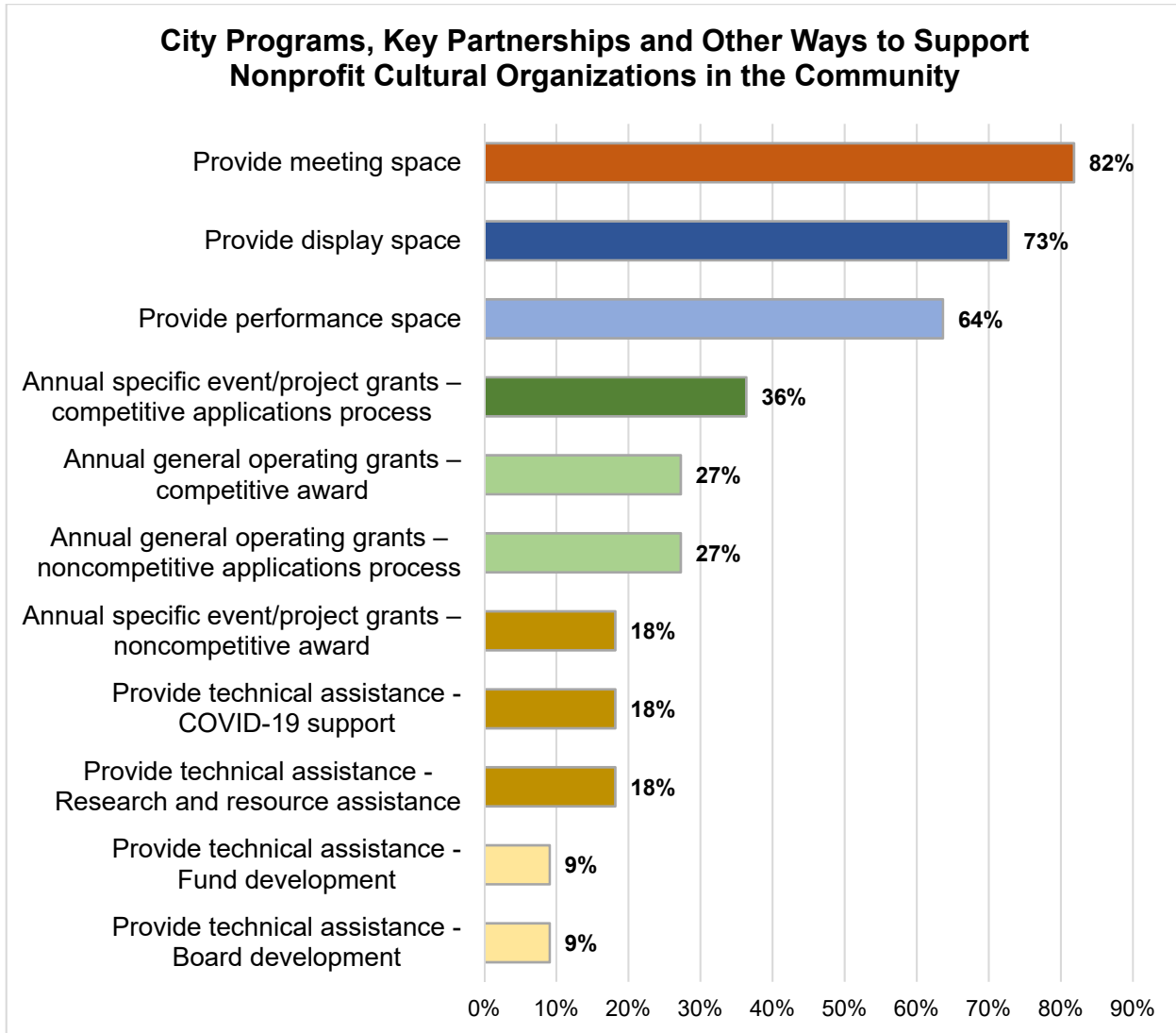
City general fund revenues	75%
Other/Capital Finance: Urban renewal/TIF, general obligation bond, percent-for-art tax	58%
Program fees paid by users	50%
State, regional, national agencies and foundations	33%
Local donors	33%
Local community foundation	17%
Transient lodging tax revenues (general fund)	17%

Cultural Facilities

Community cultural facilities vary widely in scope and programming. Often libraries also host events, meetings, and annual visual art shows. Respondents to the survey often did not give information for all cultural facilities in the community; for example, the Lake Oswego Arts Council supports public-art programming but not the Lakewood Center for the Arts.

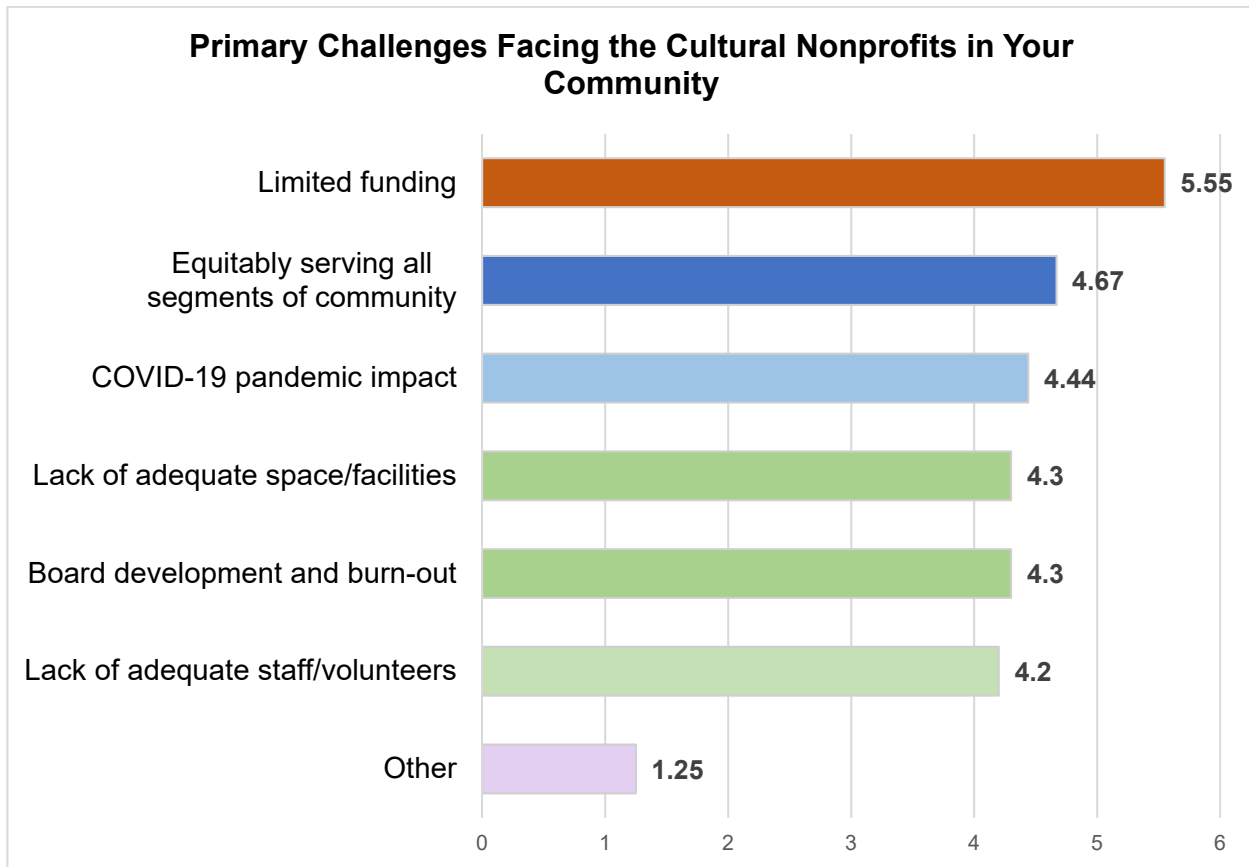
- Both the Walters Arts Center in Hillsboro and the Sherwood Arts Center are owned and operated by the municipalities.
- The Chehalem Cultural Center (Newberg) facility is owned by the Chehalem Parks and Recreation District but operated by the Chehalem Cultural Center (501c3.)
- The Center for the Arts in Beaverton (in construction) will be owned by the City of Beaverton but operated by the Beaverton Arts Foundation (501c3.)

Do you have programs, key partnerships, or other ways to support non-profit cultural organizations in your community?



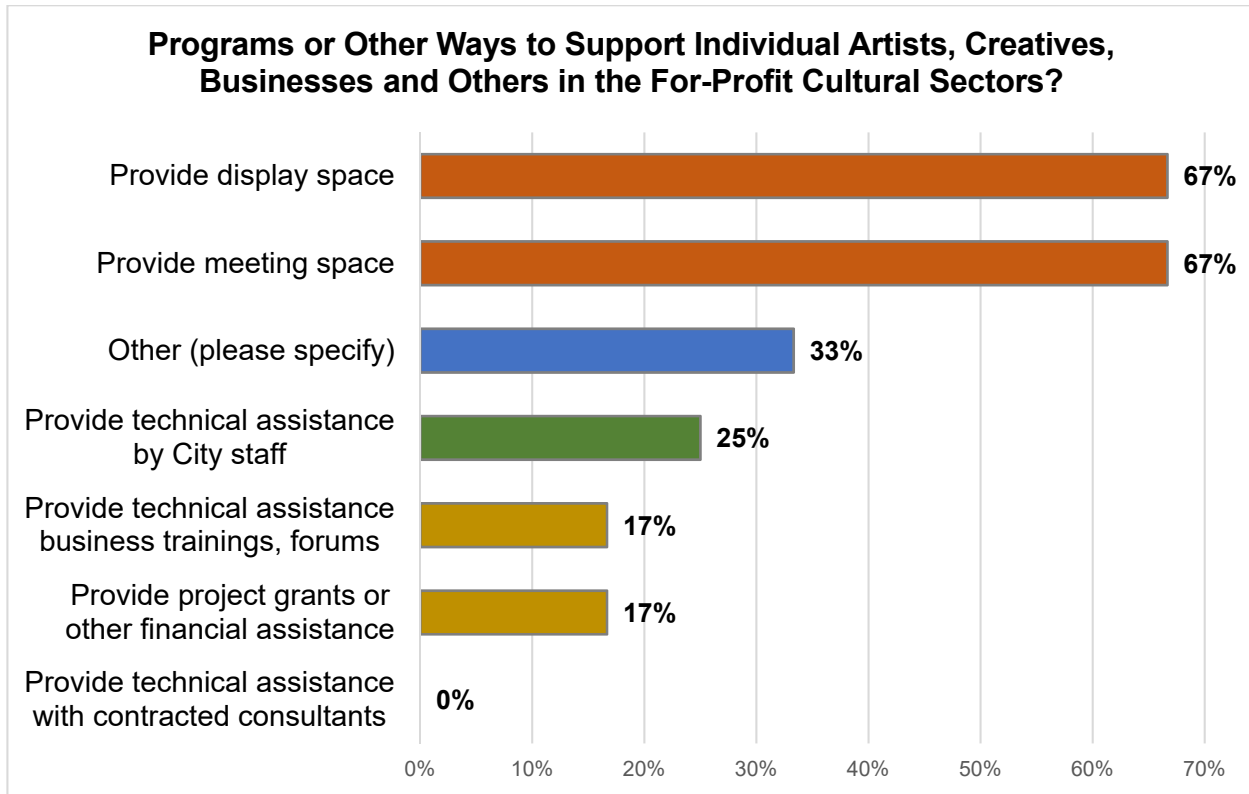
Provide meeting space	82%
Provide display space	73%
Provide performance space	64%
Annual specific event/project grants – competitive applications process	36%
Annual general operating grants – competitive award	27%
Annual general operating grants – noncompetitive applications process	27%
Annual specific event/project grants – noncompetitive award	18%
Provide technical assistance - COVID-19 support	18%
Provide technical assistance - Research and resource assistance	18%
Provide technical assistance - Board development	9%
Provide technical assistance - Fund development	9%

What are the primary challenges facing the cultural non-profits in your community? Check all that apply. Please rank in order all that apply.



Limited funding	5.55
Equitably serving all segments of community	4.67
COVID-19 pandemic impact	4.44
Board development and burn-out	4.3
Lack of adequate space/facilities	4.3
Lack of adequate staff/volunteers	4.2
Other	1.25

Do you have programs or other ways to support individual artists, creatives, businesses and others in the for-profit cultural sectors?



Provide display space	67%
Provide meeting space	67%
Other (please specify) *	33%
Provide technical assistance by City staff	25%
Provide project grants or other financial assistance	17%
Provide technical assistance business trainings, forums	17%
Provide technical assistance with contracted consultants	0%

* Other (please specify):

We provide grants to individuals but only for community-based projects, not their personal artistic practice.

We have a nonprofit round table...great way to bring non-profits together and build partnerships.

Since we work closely with the Library, we can help groups coordinate use of the Library's community spaces

Newly selected Commission

What advice do you have for the City of Wilsonville as we develop strategies for ongoing support of local culture? Below is a brief summary of responses.

- Collaborations are key. More and more thinking about how to promote the region and other cultural organizations (via our Columbia Gorge Cultural Alliance). Find your team; figure it out together.
- Sherwood Center is 100% publicly funded. That is the way to keep quality standards up. Not running it through a 501 (c)(3).
- Have a dedicated staff person; can't get a program without traction.
- Cultivate support with City Council and key community members. Create a sustainable funding stream. Strive to promote art that reflects the identity of the community or what the community aspires to be.
- Gather as much information as possible from the community regarding their expectations, needs, etc. As resources for these efforts are so very limited, it is important to make every effort to be responsive to the community.
- Focus your arts programming within a specific area of the city to begin, such as the downtown core.
- Position your program as additive rather than a repetition of something that's already regionally available. Work with your partners in your immediate neighboring communities to collaboratively make something better rather than replicating what works elsewhere.

See this as an opportunity to take the best and highest ideals and operations and make them better. If you can somehow operate within the City's structure (for the benefit of retirement, higher compensation, departmental support), yet have agency over how agile the program can be as an independent non-profit can be, that's the best of all possible worlds.

- West Linn's Arts & Culture Commission is just beginning and has been slowed by the COVID pandemic. Working with City Council to create parameters and funding.
- Integrate the creative sector into all aspects of City operations; do not treat it as separate. When developing business grants, create an option specific to arts organizations and advertise it as such. When adapting permit processes be sure to offer cultural event and public art permit assistance programs (reduced fees, expedited approvals).
- Develop a percent for public art structure (1-6%), both public and private development. These funds can then become grants to individuals who create temporary and permanent art installations. It can be sliding scale as needed.
- Invite an arts leader to all civic development conversations (budget dialog, transportation planning, safety planning) because artists can be the conduit for general public to better relate to these developments.
- This is fantastic that you are putting together this survey to learn from other local organizations! Thank you for sharing the results. Will they be anonymized at all?
- I encourage you to have a funding model that is as balanced as possible. The more you rely on one funding source the more vulnerable you are to a sudden change in conditions. I have seen COVID-19 wipe out many organizations that relied too heavily on either ticket

sales, foundation support, or government support. A balanced funding model and a robust public/private partnership with the Chehalem Parks and Recreation District has been a key to our success and has allowed us to weather the sudden onset of covid-19 better than many similar organizations.

- Encourage bringing in voices from traditionally marginalized groups as early as possible to shape the project from the start. It is harder to reverse engineer that process and bring them on once things are moving.
- Make sure you have adequate funding to get things off the ground. Kick it off with dedicated funding.

Stakeholders Interviewed

Over the course of two years, a total of 49 stakeholder interviews were conducted by consultants to the City working on an arts, culture and heritage strategy; 18 interviews were conducted in 2020 and 31 interviews in 2018. These interviews served to provide focus on key areas of concern and to raise issues for further review and consideration.

2020 Interviews Conducted

Donna Atkinson, Outreach Chair, Wilsonville Community Seniors, Inc

Pat Duke, Library Director, City of Wilsonville - Public Library

Angenette Escobar, Art Educator, Wilsonville High School, West Linn-Wilsonville School District

Jenny Evers, Co-President, West Linn-Wilsonville Music & Arts Partners

David Harrelson, Tribal Historic Preservation Officer, Cultural Resources Department, The Confederated Tribes of Grand Ronde

Eric Hoem, President, Charbonneau Arts Association

Chelsea King, Board Vice Chair, West Linn-Wilsonville School District

Tim Knapp, Mayor, City of Wilsonville - City Council

Charlotte Lehan, City Councilor, City of Wilsonville - City Council

Joann Linville, City Councilor, City of Wilsonville - City Council

Benjamin Mefford, Director of the Wilsonville Festival of the Arts, Wilsonville Arts & Culture Council

Regan Molatore, Board Chair, West Linn-Wilsonville School District

David Niklas, President, WilsonvilleSTAGE

Rohit Sharma, Member, Position 1, City of Wilsonville - Tourism Promotion Committee

Christopher Shotola-Hardt, President, Wilsonville Arts & Culture Council; Former Visual Art Teacher, Wilsonville High School (retired)

Shelly Tracy, Director, Wilsonville Training Center, Clackamas Community College

Steven Van Wechel, President, Wilsonville Boones Ferry Historical Society

Aaron Woods, Commissioner, City of Wilsonville - Planning Commission

2018 Interviews Conducted

Kristen Akervall, City Councilor, City of Wilsonville - City Council

Bill Amadon, Community Supporter; Member, City of Wilsonville Budget Committee

Melody Ashford, Executive Director, Willamette Falls Media Center, Oregon City

Jim Austin, Community Relations Coordinator, Clackamas County Tourism and Cultural Affairs Dept., Oregon City

Jaimy & Sherine Beltran, Community Supporters; Principals, Beltran Properties Group
Pat Duke, Library Director, City of Wilsonville - Public Library
Nicholas Emmet, General Manager, Key Bank Wilsonville
Joyce Gabriel, Student Services & Facility Coordinator, Clackamas Community College
Wilsonville Training Center
Andy and Katie Green, Community Supporters; Principals, Green Group Real Estate
Angela Handran, Assistant to the City Manager, City of Wilsonville – Administration Dept.
Eric Hoem, Coordinator, Charbonneau Arts Festival, Charbonneau Arts Association
Terry Kester, Director, Wilsonville Theater Company (WilsonvilleSTAGE)
Tim Knapp, Mayor, City of Wilsonville - City Council
Mark Ottenad, Public/Government Affairs Director, City of Wilsonville - Administration Dept.
Jin Park, Chair, Korean War Memorial Foundation Oregon; Principal, The Reserve Vineyard &
Golf Club, Hillsboro
Dave Pearson, Executive Director, World of Speed Motorsports Museum
Chris Perry, Manager, Wilsonville Farmers Market
Samara Phelps, Tourism Development Manager, Clackamas County Tourism and Cultural
Affairs Dept., Oregon City
Susan Schenk, Board Member, Clackamas County Arts Alliance; Wilsonville-Boones Ferry
Historical Society
Alisa Shaver, General Manager, Fred Meyer Wilsonville store
Cheryl Snow, Executive Director, Clackamas County Arts Alliance, Oregon City
Dick Spence, Board Member, WilsonvilleSTAGE; Wilsonville Public Library Foundation
Scott Starr, City Councilor, City of Wilsonville - City Council
Dave Stead, Member, Tourism Promotion Committee; General Manager, Langdon Farms Golf
Club, Aurora
Susie Stevens, City Councilor, City of Wilsonville – City Council; Executive Director,
Charbonneau Country Club
Brian Stevenson, Program Manager, City of Wilsonville - Parks and Recreation Dept.
Jesse Swickard, local-area metal sculptor artist; co-founded of Wilsonville Citizens for Public
Art, Sherwood
Steve Turner, Genealogist, City of Wilsonville - Public Library
Steven Van Wechel, President, Wilsonville Boones Ferry Historical Society
Deb Wattlin, General Manager, Starbucks/Fred Meyer Wilsonville store
Sara Wolf, Manager, Wilsonville Festival of Arts, Wilsonville Arts and Culture Council

Definitions

By “arts” we mean those practices and disciplines that grow our expressive minds, skills, and encourage creativity and compassion.

By “creatives” we mean people with an intense desire to make, create, produce original work. We include artists, designers, craftspeople, scholars and teachers, writers, documentarians, historians and heritage specialists, librarians, and others

By “culture” we mean those traditions, skills, practices that unite us and from which we draw our individuality, and also practices that build our critical thinking and awareness.

- By “formal culture” we mean primarily public, private non-profit, or private-for-profit heritage, history, humanities organizations or individuals (cultural practitioners/cultural workers) and their work.
- By “informal culture” we mean experiences such as community theater, singing in a church choir, traditional or social dancing, belonging to a book club, or participating in a community garden.

Both formal and informal culture are elements of a healthy community culture.

By “heritage” we mean those events, sites, elements of our culture that are inherited and have a special place in our collective memory. “History” chronicles our past.

These definitions are grounded in the understanding that we are all a product of and participate in culture: we inherit parts of our culture and are continually making, changing, and transforming other elements of our culture. *(2018 Clackamas County Plan for Arts, Heritage, and Humanities)*

City of Wilsonville
Arts, Culture and Heritage Strategy



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10/07/2020

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CITY COUNCIL ROLLING SCHEDULE Board and Commission Meetings 2020

Items known as of 10/14/20

October

DATE	DAY	TIME	EVENT	LOCATION
10/26	Monday	6:30 p.m.	DRB Panel B	Council Chambers
10/28	Wednesday	6:30 p.m.	Library Board	Library

November

DATE	DAY	TIME	EVENT	LOCATION
11/2	Monday	7:00 p.m.	City Council Meeting	Council Chambers
11/9	Monday	6:30 p.m.	DRB Panel A	Council Chambers
11/12	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
11/16	Monday	7:00 p.m.	City Council Meeting	Council Chambers
11/23	Monday	6:30 p.m.	DRB Panel B	Council Chambers
11/25	Wednesday	6:30 p.m.	Library Board	Library

Community Events:

- 10/20** Hidden Pumpkin Hunt #2 Clue Posted at 4:00 p.m. The finder must bring the hidden pumpkin and certificate inside to the Parks and Rec. Admin Office to claim their prize.
- 10/21** Hidden Pumpkin Hunt #3 Clue Posted at 12:00 p.m. The finder must bring the hidden pumpkin and certificate inside to the Parks and Rec. Admin Office to claim their prize.
- 10/22** Hidden Pumpkin Hunt #4 Clue Posted at 5:00 p.m. The finder must bring the hidden pumpkin and certificate inside to the Parks and Rec. Admin Office to claim their prize.
- 10/23** Hidden Pumpkin Hunt #5 Clue Posted at 2:00 p.m. The finder must bring the hidden pumpkin and certificate inside to the Parks and Rec. Admin Office to claim their prize.
- 10/24- 10/25** Virtual Contest: Howl-O-Ween at Wilsonville Dog Park- post pictures to Facebook and Instagram with #WilsonvilleHowlOWeen. All Day Saturday, October 24 and Sunday, October 25.
- 10/24- 10/25** Virtual Contest: Pumpkin Carving at Your Own Home - post pictures to Facebook and Instagram with #WilsonvillePumpkinCarving. All Day Saturday, October 24 and Sunday, October 25.
- 10/28** Chalk the Park Costume Day at Town Center Park; 10:00 a.m. to 12:00 p.m.
- 10/29** Blood Drive at the Library, 11:00 a.m. to 4:00 p.m.
- 11/11** City Offices Closed in Observance of Veteran's Day.
- 11/18** Community Enhancement Information Session; 12:00 p.m. to 1:00 p.m. and 6:00 p.m. to 7:00 p.m. online at: <https://us02web.zoom.us/j/88014890847>
- 11/26 – 11/27** City Offices Closed in Observance of Thanksgiving Holiday.
- 12/24** Library Closes at 2 p.m. Offices in for of Christmas Eve.
- 12/25** City Offices Closed in Observance of Christmas Day.

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: October 19, 2020	Subject: Resolution No. 2841 Authorizing the City Manager to Execute a Professional Services Agreement with Murraysmith to Provide Engineering Consulting Services for the Corral Creek and Rivergreen Lift Stations Rehabilitation (CIP #2105) Staff Member: Mike Nacrelli, PE, Civil Engineer Department: Community Development	
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: Expand and Maintain High Quality Infrastructure	<input checked="" type="checkbox"/> Adopted Master Plan(s): Wastewater Collection System Master Plan 2014	<input type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

A City of Wilsonville Resolution approving a Professional Services Agreement (PSA) with Murraysmith in the amount of \$184,697 for engineering consulting services for the Corral Creek and Rivergreen Lift Stations Rehabilitation (CIP #2105) project (Project).

EXECUTIVE SUMMARY:

The 2014 Wastewater Collection System Master Plan identified the Corral Creek and Rivergreen lift stations as needing major improvements in the near term. A subsequent condition assessment completed in 2018 confirmed this finding and identified additional required improvements to ensure the continued functionality and reliability of these lift stations.

Staff issued a Request for Proposals (RFP) in July 2020 for professional engineering services for the Project. Five proposals were received by the July 30, 2020 due date. Staff evaluated the submitted proposals and determined that Murraysmith was qualified to perform engineering consulting services for the Project.

EXPECTED RESULTS:

The pumping, electrical, and control systems will be upgraded, and corroded concrete and metal assets will be repaired or replaced. Site access for operation and maintenance will be improved, and a permanent standby generator will be installed at one of the lift stations to reduce the risk associated with power outages.

TIMELINE:

The design phase of the Project is scheduled to be completed by June 30, 2021, with construction anticipated to be completed by March 2022.

CURRENT YEAR BUDGET IMPACTS:

The adopted budget for FY20/21 includes \$164,000 in Sewer Operating funds for design, contract administration, and overhead for CIP #2105. The design contract amount is \$184,697, which is over the FY20/21 budgeted amount by \$20,697.

A supplemental budget adjustment will be needed to add Sewer Operating funds to the Project. In review of the sewer fund account balance, additional funds are available to support the increased cost of the Project.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 10/8/2020

A supplemental budget adjustment would need to be approved by Council for additional funding requirements.

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 10/8/2020

COMMUNITY INVOLVEMENT PROCESS:

Outreach to residences in the immediate vicinity of the lift stations will be provided by City staff through direct mail. Meetings will be scheduled to solicit input on proposed changes to the lift stations and address concerns pertaining to site access, visual aesthetics, noise, and odor control.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

The Project will benefit the community by providing more reliable critical wastewater infrastructure and minimizing the risk of failure.

ALTERNATIVES:

Not proceeding with the project will result in increased deterioration of structural assets, greater risk of equipment failure, and increased operations and maintenance costs.

CITY MANAGER COMMENT:

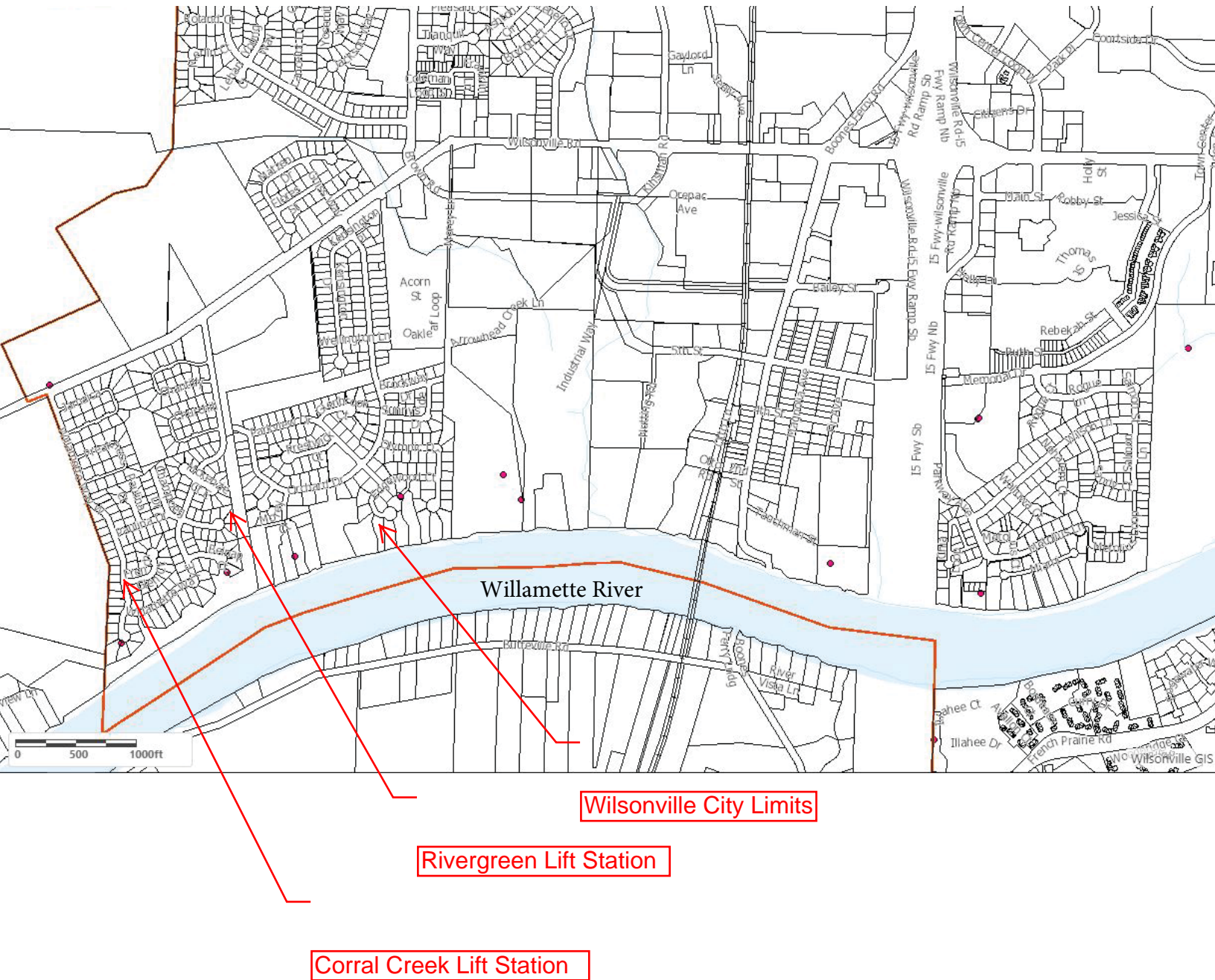
N/A

ATTACHMENTS:

1. Vicinity Map
2. Resolution No. 2841
 - A. Corral Creek and Rivergreen Lift Stations Rehabilitation Professional Services Agreement

ATTACHMENT 1

Corral Creek and Rivergreen Lift Stations Vicinity Map



RESOLUTION NO. 2841

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH MURRAYSMITH TO PROVIDE ENGINEERING CONSULTING SERVICES FOR THE CORRAL CREEK AND RIVERGREEN LIFT STATIONS REHABILITATION PROJECT (CAPITAL IMPROVEMENT PROJECT #2105).

WHEREAS, the City has planned and budgeted for engineering consulting services for Capital Improvement Project #2105, known as the Corral Creek and Rivergreen Lift Stations Rehabilitation project (the Project); and

WHEREAS, the City solicited proposals from qualified consulting firms for the Project that duly followed State of Oregon Public Contracting Rules and the City of Wilsonville Municipal Code; and

WHEREAS, Murraysmith submitted a proposal on July 30, 2020 and was subsequently evaluated and determined to be the most qualified consultant to perform the work; and

WHEREAS, following the qualifications based selection process and under the direction of the City, a detailed scope of work was prepared, and the fee for the scope was negotiated and found to be acceptable and appropriate for the services to be provided.

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

1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Murraysmith has provided a responsive and responsible proposal for engineering consulting services.
2. The City Council, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Professional Services Agreement with Murraysmith for a not-to-exceed amount of \$184,697, which is substantially similar to **Exhibit A** attached hereto.
3. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 19th day of October, 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. Corral Creek and Rivergreen Lift Stations Rehabilitation Professional Services Agreement

CITY OF WILSONVILLE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) for the Corral Creek and Rivergreen Lift Stations Rehabilitation Project (“Project”) is made and entered into on this ____ day of _____ 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 **Murraysmith, Inc.**, an Oregon 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 design 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, 2022, 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, drawings, and plans submitted by Consultant in conjunction with the Services shall bear the signature, stamp, or initials of Consultant’s authorized Project Manager. Any documents submitted by Consultant that do not bear the signature, stamp, or initials of Consultant’s authorized Project Manager, will not be relied upon by the City. Interpretation of plans and answers to questions regarding the Services or Scope of Work given by Consultant’s Project Manager may be verbal or in writing, and may be relied upon by the City, whether given verbally or

in writing. If requested by the City to be in writing, Consultant's Project Manager will provide such written documentation.

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 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 ONE HUNDRED EIGHTY-FOUR THOUSAND SIX HUNDRED NINETY-SEVEN DOLLARS (\$184,697), 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**, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant's Rate Schedule, as set forth in **Exhibit B**. Any Additional work beyond the Scope of Work, or any compensation above the amount shown in **Subsection 4.1**, requires a written Addendum executed in compliance with the provisions of **Section 18**.

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

4.5. Consultant's Compensation Amount and Rate Schedule are all inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits and similar contributions and benefits, office expenses, travel expenses, mileage, and all other indirect and overhead charges.

Section 5. Prevailing Wages

This is a contract for a Public Works Project subject to ORS 279C.800 to 279C.870. Therefore, when applicable, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this Project are those published by the Bureau of Labor and Industries (BOLI), effective January 1, 2020, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx. Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Services, either by Consultant, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Services, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. Consultant must comply with all public contracting wages required by law. Consultant and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Consultant an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the contract for breach. Consultant shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). Consultant shall include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

Section 6. City's Rights and Responsibilities

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

6.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2020-21. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this contract early, as described in **Section 16**.

Section 7. City's Project Manager

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

Section 8. Consultant's Project Manager

Consultant's Project Manager is Eddie Kreipe. 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 9. Project Information

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

Section 10. Duty to Inform

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

Section 11. Subcontractors and Assignments

11.1. Unless expressly authorized in **Exhibit A** or **Section 12** 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.

11.2. 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, engineers or subcontractors on the Project so that all portions of the Project may be completed in the least possible time and within normal working hours. Consultant shall furnish other engineers, subcontractors and affected public utilities, whose designs are fitted into Consultant's design, detail drawings giving full information so that conflicts can be avoided.

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

Section 12. Consultant Is Independent Contractor

12.1. 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.

12.2. 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.

12.3. 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 12** and meet the same insurance requirements of Consultant under this Agreement.

Section 13. Consultant Responsibilities

13.1. 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.

13.2. Consultant must comply with all applicable Oregon and federal wage and hour laws, including 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.

13.3. 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.

13.4. COVID-19 Safety Measures. Consultant must have a written policy in place to comply with all applicable local, state, and federal laws, regulations, and executive orders related to the COVID-19 coronavirus outbreak to ensure the protection of Consultant's employees and/or subconsultants, City employees, and the public. Consultant must provide its written policy to the City Project Manager at the commencement of the Project. In the event that Consultant is required to stop or delay work due to a COVID-19 related event, Consultant shall not be entitled to any additional payment, remobilization costs, or delay damages.

Section 14. Indemnity

14.1. 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 14.2**. 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.

14.2. 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 15. Insurance

15.1. 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:

15.1.1. 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.

15.1.2. 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 this Agreement.

15.1.3. 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**.

15.1.4. 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.

15.1.5. 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.

15.1.6. 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.

15.1.7. 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.

15.2. 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 16. Early Termination; Default

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

16.1.1. By mutual written consent of the parties;

16.1.2. 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

16.1.3. 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.

16.2. 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.

16.3. 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.

16.4. 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 20**, for which Consultant has received payment or the City has made payment.

Section 17. 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 18. 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. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives

rise to any modification of this Agreement, Consultant shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of an Addendum. Consultant's failure to submit such written request for modification in the form of an Addendum shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment, and other costs. 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 be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

Section 19. 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 20. Property of the City

20.1. Originals or certified copies of the original work forms, including but not limited to documents, drawings, tracings, surveying records, mylars, spreadsheets, charts, graphs, modeling, data generation, papers, diaries, inspection reports, and photographs, performed or produced by Consultant under this Agreement 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. Upon the City's written approval, and provided the City is identified in connection therewith, Consultant may include Consultant's work in its promotional materials. Drawings may bear a disclaimer releasing Consultant from any liability for changes made on the original drawings and for reuse of the drawings subsequent to the date they are turned over to the City.

20.2. Consultant shall not be held liable for any damage, loss, increased expenses, or otherwise, caused by or attributed to the reuse by the City or its designees of all work performed by Consultant pursuant to this Agreement without the express written permission of Consultant.

Section 21. 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: Mike Nacrelli, Civil Engineer
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Consultant: Murraysmith, Inc.
Attn: Eddie Kreipe, PE
888 SW Fifth Avenue, Suite 1170
Portland, OR 97204

Section 22. Miscellaneous Provisions

22.1. 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.

22.2. 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.

22.3. 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.

22.4. 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.

22.5. 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.

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

22.7. 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.

22.8. 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.

22.9. 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.

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

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

22.12. 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.

22.13. 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.

22.14. 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.

22.15. 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."

22.16. 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.

22.17. 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.

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

22.19. 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.

22.20. 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:

MURRAYSMITH, INC.

By: _____

Print Name: _____

As Its: _____

Employer I.D. No. _____

CITY:

CITY OF WILSONVILLE

By: _____

Print Name: _____

As Its: _____

APPROVED AS TO FORM:

Barbara A. Jacobson, City Attorney
City of Wilsonville, Oregon

EXHIBIT A

SCOPE OF WORK CORRAL CREEK & RIVERGREEN LIFT STATION REHABILITATION CITY OF WILSONVILLE

Project Overview and Understanding

The Rivergreen Sewer Lift Station was constructed in 1972 as part of the Rivergreen Phase I subdivision and refurbished in 1990. In 2018, the submersible pumps and guide rails were replaced. This station currently contains two Myers submersible pumps with 15-horsepower (hp) motors and has a firm capacity of 285 gpm. The station pumps through a 6-inch diameter PVC force main approximately 1,280 feet long which discharges into a gravity sewer manhole near the intersection of SW Willamette Way and SW Chantilly and conveyed via gravity sewer to the wastewater treatment plant. For backup power supply, the lift station has a receptacle connection for providing power from a portable diesel generator.

The Corral Creek Sewer Lift Station was constructed in 1990 as part of the Rivergreen Phase III subdivision. This station consists of two Myers submersible pumps with 5- hp motors and has a firm capacity of 160 gpm. The station pumps through a 4-inch diameter PVC force main approximately 520 feet long and discharges into a gravity sewer manhole on SW Willamette Way. Flows from the Corral Creek Lift Station are conveyed to the Rivergreen Lift Station. Like Rivergreen, the station has a receptacle connection for providing backup power from a portable generator.

The City's 2014 Wastewater Collection System Master Plan (CSMP) identified the rehabilitation of Corral Creek and Rivergreen lift stations as condition-based improvements in the Capital Improvement Program (CIP). Due to their age and condition, this project, CIP-20, was scheduled for implementation within the zero to five-year time frame. In 2019, condition assessments were performed on both stations, with results echoing the recommendations of the CSMP.

The City's main objectives are to improve station performance and reliability while minimizing impact to neighbors during construction. Rehabilitation and replacement needs for each station are as follows:

Corral Creek Lift Station

- Replacement Pumps
- Replacement Electrical & Controls
- Wet Well Rehabilitation
- New Bypass Pump Connection on Force main

- Replacement Portable Generator Connection
- Improved Boom Truck Access
- New Valves/Appurtenances

Rivergreen Lift Station

- Replacement Electrical & Controls
- New Bypass Pumping Connection
- New Permanent Generator
- Replacement Valves/Appurtenances

Scope of Services

The scope of services has been separated into 7 different tasks listed below. A detailed scope of work for each task is described below.

- Task 1 – Project Management
- Task 2 – Project Kickoff, Data Gathering and Condition Evaluation
- Task 3 – Public Outreach
- Task 4 – Design Document Development
- Task 5 – Final Construction Documents and Permit Assistance
- Task 6 – Bidding and Award Services
- Task 7 – Construction Phase Services

The Consultant will perform the following services.

Task 1 - Project Management

Objectives

In this task the Consultant's project manager will provide overall leadership and team strategic guidance aligned with the City of Wilsonville staff objectives. In addition, the Consultant will coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.

Activities

1.1 Invoices/Status Reports

Consultant will prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation. Monthly status reports will accompany each invoice.

1.2 Coordination with the Owner

Consultant will maintain communication with the City through phone and email communication. Follow-up all decision-making phone conversations with a recap via email. Consultant will manage and coordinate the technical and scope issues of the overall project.

1.3 Staff and Subconsultant Management

Consultant's Project Manager will manage the project staff and subconsultants to comply with the project scope, schedule and budget.

1.4 Quality Assurance and Quality Control

Consultants QA/QC manager will provide in-house reviews and checking of the 30%, 60%, 90% and final design deliverables. QA/QC manager will also provide technical assistance throughout the project.

Task Deliverables

- Monthly invoicing and progress reports

Assumptions

- Consultant assumes a Notice to Proceed date by November 1, 2020
- Project duration will be 15 months; therefore, it is assumed that there will be up to 15 progress payments/status reports

Task 2 –Data Gathering and Condition Evaluation

Objectives

In this task the Consultant will gather and review relevant pump station information and perform a condition evaluation that will be the basis for developing design criteria.

Activities

2.1 Project Kick-Off Meeting

A project kick-off meeting with City Engineering, Public Works, Jacobs, and other stakeholders will be held to review the project objectives, discuss project coordination and communication, and identify any design or operational preferences prior to starting the design process.

2.2 Data Gathering and Review

Review 2014 CSMP, FEMA and County flood plain mapping, City natural resource maps, pump station as-builts, record drawings, O&M Manuals, flow records, previously completed evaluation reports, and other information made available by the City.

2.3 Existing Utility Review

Request utility mapping and locates within the project area. Contact City and other appropriate utilities to confirm the presence or absence of active and/or abandoned facilities on the station site, and in the immediate project vicinity. Request utilities to be located through the Utility Notification Center (One Call) and obtain utility mapping from each utility with potentially impacted facilities.

2.4 Boundary Resolution and Topographic Survey

Topographic survey of surface features and marked utilities will be collected as follows.

- The boundary survey work will involve research and review of existing Clackamas County survey records, field location of all pertinent property corners/controlling monuments and calculations of boundary lines and easements.
- The topographic survey will include field survey of all existing above ground features (i.e. edge of pavement, curbs, sidewalks, buildings, trees, utilities, etc.) as well as elevations with one-foot contour intervals.
- The survey limits will include the pump stations sites and 15 feet adjacent to the sites, plus approximately the south half of the cul-de-sac rights-of-way. In addition, for Rivergreen Lift Station, the area directly across the boat ramp from the pump station will be topographically surveyed for the Generator site.

2.5 Condition Evaluation of Existing Facilities

Consultant will review the 2019 condition assessment documentation and confirm its findings and document any additional findings from the below condition evaluation.

Consultant will perform a condition evaluation of the existing concrete wet wells to determine if the wet well has degradation from hydrogen sulfide corrosion. Recommendations for appropriate rehabilitation, including concrete repairs and sealing of infiltration sources, and use of coatings or liners to extend the service life, will be made.

Consultant will evaluate existing electrical equipment condition to determine what equipment is recommended for replacement and what equipment could potentially be reused. Existing telemetry system will be evaluated to determine what changes are necessary to accommodate any added alarms or monitoring signals for each site and for potential equipment reuse in the rehabilitated pump stations.

Task Deliverables

- Kickoff meeting minutes
- Topographic survey map and CAD file
- Condition evaluation forms

Assumptions

- Kick-off meeting to be held remotely using a virtual meeting format acceptable to the City.
- City to provide applicable pump station documents and information to Consultant within 3 days of Consultants information request.
- On-site condition evaluations will be completed by up to 3 members of the Consultant team.

Task 3 – Public Outreach

Objectives

In this task the Consultant will Assist the City with public outreach and neighborhood meetings to engage the neighbors to inform them of the proposed project, identify design preferences and possible concerns or issues related to constructing the proposed upgrades within the Rivergreen neighborhood.

Activities

3.1 Initial Neighborhood Meeting

Consultant staff will attend an initial informal meeting with City staff and interested neighbors, at a location to be determined, to discuss the project and engage the neighbors to learn items of concern. Consultant will prepare a brief agenda and a simple figure showing the project location to discuss potential project impacts. A summary of issues raised by the neighborhood will be provided.

3.2 Neighborhood Meeting #2

The consultant team will assist the City in preparing for a more formal meeting with the neighborhood when the draft Preliminary Design Memorandum is complete. This meeting is intended to share the design criteria and proposed improvements with key neighborhood stakeholders. The public will be engaged for input into the preferred alternatives for the generator location and any landscaping preferences to identify design features that may be selected during design. This meeting will be facilitated by City staff with graphics provided by the Consultant.

Task Deliverables

- Agenda, site location figure and summary notes from initial neighborhood meeting.
- Summary notes and graphics for meeting #2.

Assumptions

- City to run and facilitate both neighborhood meetings.
- A maximum of 3 graphics/figures will be developed for Meeting #2.

Task 4 – Design Document Development

Objectives:

In this task the Consultant will develop and document design criteria and concepts in a Preliminary Design Memorandum and 30% plans that will establish the basis for detailed design work. Consultant will then develop detailed design a deliverable at the 90% design level.

Activities:

4.1 Preliminary Design Deliverable and Workshop

Develop preliminary design calculations that will include:

- Hydraulic calculations to determine the hydraulic duty point for pump selection (Corral Creek LS only)
- Electrical load calculations for each station
- Generator load calculation and sizing

Conduct preliminary equipment selections for mechanical, electrical, control, and instrumentation equipment. The design team will coordinate with the City staff for their preference and input on equipment selections.

Perform a siting analysis to determine the recommended location of the generator at Rivergreen LS. Up to 3 alternative locations will be evaluated. The consultant will evaluate options for screening the generator including painting the generator enclosure, installing a decorative wrap on the enclosure and landscaping options.

Develop a site plan for each site that identifies the upgrades for each lift station. A one line diagram and electrical site plan will be developed for each station.

Prepare a bullet point list of design criteria for each station and incorporate into a brief summary memorandum. The preliminary design deliverable will also include 30% plans, 30% specification outline and a 30% design level construction cost estimate.

Consultant team will prepare an agenda and attend a 2-hour review workshop with City staff and key stakeholders. Provide meeting notes to the City within 5 days following the design workshop.

4.2 90% Design PS&E Deliverable and Design Workshop

Prepare draft bidding and construction documents for City review. Comments from 30% design review will be addressed and incorporated into the 90% submittal, as appropriate. Provide 90% engineer's cost estimate. Prepare an agenda and attend a 2-hour review workshop with City staff and key stakeholders. Provide meeting notes to the City within 5 days following the design workshop.

Task Deliverables

- Preliminary design criteria memorandum, 30% plans, 30% technical specification outline, and 30% engineers cost estimate in pdf.
- 90% plans, 90% bid documents and technical specifications and 90% engineers cost estimate in pdf.
- Design review workshop agendas and meeting notes (3 total).

Assumptions

- Preliminary design criteria memorandum will be a maximum of two pages of bullet point design criteria for the two pump stations.
- Plans will be prepared on full-sized sheets and printed to half-size sheets for pdf electronic submittal (via email, FTP or cloud-based file transfer).
- Hard copies of design submittals and final signed documents will not be required for City.
- City to provide special provisions and front-end bidding documents for inclusion in the 90% deliverable set. It is assumed that these will be provided in the same format as the Memorial Park Lift Station Project (City front end bidding documents and City of Wilsonville Special Provisions to the Oregon Standard Specifications)
- Structural details for the generator pad will be provided at the 90% design level.
- City will provide written design submittal review comments.
- Technical Specs for project materials, equipment, and performance will be formatted following the Construction Standards Institute (CSI).
- No DEQ plan review is included in this scope of work. City to verify if DEQ considers this a maintenance related upgrade and that no DEQ design review is required. If DEQ design review and coordination is required, that will be negotiated under a contract amendment.

- An engineered retaining wall above 4' in height will not be required for the generator pad.
- Electrical equipment at Rivergreen Pump Station will remain in the same location and be located in similar exterior rated cabinets. It is not anticipated the electrical equipment will be relocated.
- Electrical equipment at Corral Creek Pump Station will remain located on the exterior of the small brick control structure or inside the control structure. It is not anticipated the electrical equipment will be relocated, and no changes or improvements will be made to the brick structure
- Design deliverable workshops will be held remotely using a virtual meeting format acceptable to the City. It is assumed that up to 3 members of the Consultant will participate in the workshops and they will be up to 2 hours each.
- 30% design Plan Sheets anticipated to be included are:
 - Civil Site Plan for each station
 - Generator Siting Options sheet
 - Preliminary Landscape Sheet for generator screening
 - Electrical One Line Diagram for each station
 - Electrical Site Plan for each station.
- 90% design Plan Sheets anticipated to be included are as follows:

General

Cover and Title Sheet, General Notes and Legend Sheet, Abbreviations Sheet, and Design Data Table and System Head Curve Sheet (4 sheets)

Erosion and Sediment Control (ESC)

Erosion Control Notes and Details, Corral Creek LS Erosion Control Plan, Rivergreen LS Erosion Control Plan (3 sheets)

Civil

General: Civil Details (2 sheets)

Corral Creek LS: Pump Station Site Plan, Pump Station Piping Plan (2 sheets)

Rivergreen LS: Pump Station Site Plan, Pump Station Piping Plan (2 sheets)

Landscape

Corral Creek LS Landscaping Plan, Rivergreen LS Landscaping Plan, Landscaping Details (3 sheets)

Structural

General Structural Notes, Quality Assurance Plan and Notes, Generator Foundation and Retaining Wall (as needed) Details (3 sheets)

Mechanical

General: Mechanical Details (2 sheets)

Corral Creek LS: Wet Well and Vault Plan, Wet Well and Vault Sections (2 sheets)

Rivergreen LS: Vault Plan and Section (1 sheets)

Electrical and Instrumentation

General: Electrical Legend and Abbreviations, Disconnect Enclosure Details, Service Panel Details, Control Panel Details, Control Panel Electrical Schematic (5 sheets)

Corral Creek LS: One Line Diagram, Site Plan, Wet Well Plan, Circuit Schedule, Motor Control Diagrams, PLC I/O List (6 sheets)

Rivergreen LS: One Line Diagram, Site Plan, Wet Well Plan, Generator Details, Circuit Schedule, Motor Control Diagrams, PLC I/O List (7 sheets)

Task 5 – Final Construction Documents and Permit Assistance

Objective

In this task the Consultant will provide final construction documents to the City and assist the City in acquiring project permits.

Activities

5.1 Prepare Final Contract Documents

Comments from 90% design review will be addressed and incorporated into the final contract documents ready for bidding. Contract documents will include bidding requirements, contract forms, conditions of the contract, general requirements, technical specifications, and final stamped plans. The technical specifications and plans will be electronically signed by the Engineer.

5.2 Permitting Assistance

Provide the City with final structural calculations for inclusion in the building permit application. Incorporate building permit or plan review comments into final building permit approved plan set.

Task Deliverables

- Final signed bid documents in pdf.
- Final permit set plans in pdf, as necessary.

Assumptions

- Final plans, technical specifications and bidding documents will be provided following assumptions as listed in Task 4.
- Only minor revisions will be required to finalize the contract documents from the 90% deliverable.
- City will prepare applications and submit for all required permits. Anticipate permits are as follows: erosion and sediment control permit, building permit, and grading permit.
- It is assumed that no development review process or permitting will be required for either lift station site.
- Trade permits (electrical, mechanical, plumbing, etc.) will be obtained by the City and/or the Contractor.

Task 6 – Bidding and Award Services

Objective

In this task the Consultant will provide professional engineering services during bidding.

Activities

6.1 Pre-Bid Conference

Conduct a pre-bid conference, if deemed appropriate and beneficial. Provide written summary from conference.

6.2 Respond to Bidder Inquiries

Provide written responses to bidder inquiries during the bidding phase. Issue minor contract addenda if needed.

6.3 Review Bids and Recommend Award

Provide technical assistance in review and evaluation of bids, prepare bid summary sheet and provide recommendation of construction contract award.

Task Deliverables

- Pre-bid Conference Meeting Agenda and Summary
- Bidder Responses and Addenda
- Recommendation of Award letter

Assumptions

- City will print and distribute bidding documents, responses to bidder inquiries, addenda, and maintain a plan holders list.
- City will publish the Intent to Bid and pay advertising fees and costs.
- City to conduct bid opening.
- One addendum will be issued, as required.

Task 7 – Construction Phase Services

Objective

In this task the Consultant will provide engineering services during construction of the project so that the project is constructed in accordance with the approved plans and specifications.

Activities

7.1 Pre-Construction Meeting

Coordinate and conduct pre-construction conference, prepare a meeting agenda, and prepare and distribute meeting minutes.

7.2 Submittal Review

Review contractor submittals and shop drawings for conformance to the design requirements of the project. Consult with and advise City as to the acceptability of substitute and “or-equal” items proposed for use by contractor. The prime consultant will coordinate with its subconsultants to review submittals under their respective disciplines.

7.3 Construction Engineering

Respond to Contractor Requests for Information and issue necessary clarifications or interpretations of the contract documents and assist the City with preparing change orders.

7.4 Periodic Construction Observation and Weekly Meetings

A project representative will be provided to periodically monitor the progress and quality of the executed work up through final testing and acceptance. Provide observation reports of the executed work to the City. Attend weekly construction meetings during active construction or as requested by the City.

7.5 Start Up and Training

Attend the pump station start-up and verify pump and operational performance. Facilitate the training of City O&M staff regarding operation and maintenance of the new pump station.

7.6 Review Contractors O&M Manual

Review and provide comment on O&M manual compiled by the Contractor for all newly installed equipment.

7.7 Prepare Record Drawings

Prepare and provide to City one set of permanent record drawings representative of the “as constructed” work based on contractor-supplied redlines of changes during construction and information obtained during site visits. Record drawings will also be provided to the City in digital format.

Task Deliverables

- Pre-construction meeting agenda and summary.
- Submittal review comments and submittal log.
- Responses to Contractor Requests for Information and provide clarifications or interpretations of the Contract Documents.
- Change Orders and RFI responses.
- Record Drawings, full-sized pdf file.

Assumptions

- City will provide a project manager and designated inspector that will be the primary contact for the contractor and coordinate with Murraysmith for work under this task.

- Up to 15 submittals and 5 resubmittals (for a total of 30 submittals) will be reviewed. Budget assumes 3 hours per submittal and 1 hour for each resubmittal.
- Up to one change order request is included in the budget that will incorporate up to 4 change proposal requests.
- Up to 10 RFI responses are included in the budget.
- City will coordinate and review contractor BOLI submittals.
- City will provide all special inspections and testing as required.
- Construction staking locations will be included in the Plans and the Contractor will provide construction survey.
- As this is assumed to be a maintenance project that will not require DEQ plan review, it is also assumed that an engineer developed O&M manual required by OAR 340-052-0040 will not be required. If this additional documentation is required by the City, then it will be negotiated under a contract amendment.
- Up to 7 construction observations as listed below will be performed by the consultant. The budget assumes five hours for each visit to account for travel time, on-site time, and reporting for Subtask 6.4.
 - Site piping installation
 - Electrical conduit layout (pre-cover)
 - Generator foundation form work
 - Wet well and valve vault piping complete prior to coating
 - Electrical cabinet installation review
 - Substantial completeness inspection
 - Final inspection of corrective work
- Up to 4 weekly meetings will be attended via conference call or digital meeting format.
- PLC programming and SCADA integration will be performed by the City.

Budget

Payment will be made at the Billing rates for personnel working directly on the project, which will be made at the Consultant's Hourly Rates. 2020 Billing rates, direct expenses and outside service rates are as provided in the attached Exhibit B.

Project Schedule

The consultant will work with the City’s project manager to develop a more specific schedule of deliverables. The general anticipated project schedule is as follows:

Consultant Notice to Proceed	November 2020
Preliminary Design Complete.....	February 2021
Final Design Complete	June 2021
Construction Complete	January 2022
Project Complete	March 2022

CORRAL CREEK AND RIVERGREEN LIFT STATIONS REHABILITATION
CITY OF WILSONVILLE

PROPOSED FEE ESTIMATE-DESIGN, BIDDING AND CONSTRUCTION SERVICES

Task Description	LABOR CLASSIFICATION (HOURS)													Estimated Fees				Subconsultant Total with Markup	CADD Units \$18/hr	Total
	Principal Engineer IV	Professional Engineer VI	Professional Engineer VI	Engineering Designer II	Technician III	Technician IV	Technician II	Administrative II	Administrative II	Hours	Labor	Subconsultants								
												R&W	PSE	PBS						
\$250 Carr	\$182 Kreipe	\$182 Miles	\$143 Lafrenz	\$139 Elgharabli	\$155 Estep	\$120 McFaddin	\$101 Steinberg	\$101 Haught												
Task 1 - Project Management																				
Task 1.1 - Invoices/Status Reports	15	30						15												
Task 1.2 - Coordination with the Owner		10																		
Task 1.3 - Staff and Subconsultant Management	2	10																		
Task 1.4 - Quality Assurance and Quality Control	16																			
Task 1 Subtotal	33	50	0	0	0	0	0	15	98	\$ 18,865	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,865			
Task 2 - Data Gathering and Condition Evaluation																				
Task 2.1 - Project Kick-Off Meeting		4																		
Task 2.2 - Data Gathering and Review		2	4																	
Task 2.3 - Existing Utility Review		2	4																	
Task 2.4 - Boundary Resolution and Topographic Survey		2	2		1															
Task 2.5 - Condition Evaluation of Existing Facilities		6	10		4		2		22											
Task 2 Subtotal	0	10	20	0	1	4	2	0	51	\$ 8,299	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,299			
Task 3 - Public Outreach																				
Task 3.1 - Initial Neighborhood Meeting	3		6																	
Task 3.2 - Neighborhood Meeting #2	3		6																	
Task 3 Subtotal	0	6	12	0	0	10	0	0	38	\$ 5,906	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,906			
Task 4 - Design Document Development																				
Task 4.1 - Preliminary Design Deliverable and Workshop	1	6	14		4		2		79											
Task 4.2 - 90% Design P&E Deliverable and Design Workshop	1	10	32		4		2		175											
Task 4 Subtotal	2	16	46	0	8	12	4	0	254	\$ 37,040	\$ 35,350	\$ 2,874	\$ -	\$ -	\$ -	\$ -	\$ 74,264			
Task 5 - Final Construction Documents and Permit Assistance																				
Task 5.1 - Prepare Final Contract Documents	2	4	4		2		2		36											
Task 5.2 - Permitting Assistance	2	4	4		4		4		14											
Task 5 Subtotal	0	4	8	2	2	16	2	0	50	\$ 7,182	\$ 5,400	\$ 1,752	\$ -	\$ -	\$ -	\$ -	\$ 13,334			
Task 6 - Bidding and Award Services																				
Task 6.1 - Pre-Bid Conference		4							4											
Task 6.2 - Respond to Bidders Inquiries	2	4	4		4		4		16											
Task 6.3 - Review Bids and Recommend Award	1	1	4		4		4		5											
Task 6 Subtotal	0	2	9	0	0	4	0	0	25	\$ 3,912	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,412			
Task 7 - Construction Phase Services																				
Task 7.1 - Pre-Construction Meeting		6	4						10											
Task 7.2 - Submittal Review	4	10	36		4				50											
Task 7.3 - Construction Engineering	4	4	16		4				24											
Task 7.4 - Periodic Construction Observation and Weekly Meetings		10	25		35				35											
Task 7.5 - Start Up and Training		8	6		6				14											
Task 7.6 - Review Contractors O&M Manual	1	2	6		6				9											
Task 7.7 - Prepare Record Drawings	2	4	6		6				22											
Task 7 Subtotal	0	7	44	0	2	12	0	0	164	\$ 25,189	\$ 13,500	\$ 2,880	\$ -	\$ -	\$ -	\$ -	\$ 41,569			
TOTAL - ALL TASKS	35	95	139	237	14	13	8	15	680	\$ 106,399	\$ 55,750	\$ 7,506	\$ 5,900	\$ -	\$ -	\$ -	\$ 169,655			



2020 SCHEDULE OF CHARGES

Personnel:

Labor will be invoiced by staff classification at the following hourly rates, which are valid from January 1, 2020 through December 31, 2020. After this period, the rates are subject to adjustment.

<u>Billing Classifications</u>	<u>2020 Rates</u>	<u>Billing Classifications</u>	<u>2020 Rates</u>
Principal Engineer VI	\$270	Construction Manager VIII	\$227
Principal Engineer V	\$260	Construction Manager VII	\$219
Principal Engineer IV	\$250	Construction Manager VI	\$203
Principal Engineer III	\$239	Construction Manager V	\$188
Principal Engineer II	\$230	Construction Manager IV	\$178
Principal Engineer I	\$222	Construction Manager III	\$162
Professional Engineer IX	\$212	Construction Manager II	\$150
Engineering Designer IX	\$204	Construction Manager I	\$133
Professional Engineer VIII	\$202	Inspector VII	\$188
Engineering Designer VIII	\$193	Inspector VI	\$172
Professional Engineer VII	\$191	Inspector V	\$156
Engineering Designer VII	\$184	Inspector IV	\$145
Professional Engineer VI	\$182	Inspector III	\$129
Engineering Designer VI	\$175	Inspector II	\$117
Professional Engineer V	\$171	Inspector I	\$100
Engineering Designer V	\$164	Technician IV	\$155
Professional Engineer IV	\$161	Technician III	\$139
Engineering Designer IV	\$161	Technician II	\$120
Professional Engineer III	\$157	Technician I	\$101
Engineering Designer III	\$157	Administrative III	\$110
Engineering Designer II	\$143	Administrative II	\$101
Engineering Designer I	\$132	Administrative I	\$89
Project Manager V	\$270		
Project Manager IV	\$250		
Project Manager III	\$225		
Project Manager II	\$200		
Project Manager I	\$164		

Project Expenses:

Expenses incurred that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

CADD Hardware/Software	\$18.00/hour
Modeling and GIS Hardware/Software	\$10.00/hour
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging, and Subsistence	At Cost

Outside Services:

Outside technical, professional, and other services will be invoiced at actual cost-plus 10 percent to cover administration and overhead.



**CITY COUNCIL MEETING
STAFF REPORT**

<p>Meeting Date: October 19, 2020</p>	<p>Subject: Resolution No. 2854 Authorizing the City Manager to Execute a Construction Contract with Schneider Equipment, Inc. dba Schneider Water Services for construction of the Elligsen Well Upgrade and Maintenance Project (Capital Improvement Project 1128).</p> <p>Staff Member: Matt Palmer, P.E. Associate Engineer</p> <p>Department: Community Development</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 checked="" 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: N/A</p>	
<p>Staff Recommendation: Staff recommends Council adopt the Consent Agenda.</p>		
<p>Recommended Language for Motion: I move to approve the Consent Agenda.</p>		
<p>Project / Issue Relates To:</p>		
<p><input checked="" type="checkbox"/> Council Goals/Priorities: Expand and Maintain High Quality Infrastructure</p>	<p><input checked="" type="checkbox"/> Adopted Master Plan(s): Water System Master Plan</p>	<p><input type="checkbox"/> Not Applicable</p>

ISSUE BEFORE COUNCIL:

A City of Wilsonville Resolution approving the public bid process, accepting the lowest responsible bidder, and awarding a construction contract to Schneider Equipment, Inc. dba Schneider Water Services in the amount of \$128,754.00 for the construction of the Elligsen Well Upgrade and Maintenance Project.

EXECUTIVE SUMMARY:

The Elligsen Well Upgrade and Maintenance Project will replace existing pumping and motor equipment at the Elligsen Well. It will also rehabilitate the well casing and liner by both physical and chemical methods as well as replace or install new ancillary piping associated with well pumping. The Elligsen Well Upgrade and Maintenance Project also includes video and alignment evaluation of both Charbonneau wells located in the Charbonneau District south of the Willamette River. This work will help inform future well upgrade and maintenance needs for Charbonneau.

This work is part of the City’s effort to convert and upgrade the former drinking water supply well system to a reliable, emergency backup source of potable water should the Willamette River Water Treatment Plant sustain an extended outage.

The City received only one (1) bid by the September 29, 2020 deadline (see Attachment 2) from Schneider Equipment, Inc. dba Schneider Water Services, at \$128,754.00.

EXPECTED RESULTS:

Elligsen Well: Replace existing pumping and motor equipment, rehabilitate the well casing and liner by both physical and chemical methods, and replace or install new ancillary piping associated with well pumping. These improvements will ensure that Elligsen Well will be capable of providing adequate flow rates of potable water during emergencies.

Charbonneau Well: Perform video, alignment, and plumbness evaluation of the two existing wells. These investigatory actions will assist City staff in determining needed rehabilitation at the Charbonneau well.

TIMELINE:

Construction is expected to begin November 2020 with a final completion date scheduled for March 2021.

CURRENT YEAR BUDGET IMPACTS:

The annual Well Upgrades and Maintenance program, which includes Elligsen Well Upgrades and Maintenance (Project #1128), is funded through the Water Operating Fund. The amended FY2020-21 Wilsonville budget includes \$214,861 for construction, contract administration, and overhead for the Elligsen Well Upgrade and Maintenance Project. The contract amount with Schneider Equipment, Inc. dba Schneider Water Services is \$128,754.00, within the budgeted amount.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 10/6/2020

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 10/14/2020

COMMUNITY INVOLVEMENT PROCESS:

An informational project website has been created on the City’s website to communicate project related impacts and updates. Project information mailers are being prepared to communicate impacts to property owners directly adjacent to the well facility property. These mailers will include City staff contact and project website information.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Completion of the project will further the Water System Master Plan's goal of upgrading and retrofitting the City's potable groundwater wells. In the case of an emergency, these wells can be used to serve the City with clean drinking water.

A potential impact includes noise associated with pumping equipment used for chemical rehabilitation of well casing and liners, well disinfection, and other liquid-based operations. Both noise and work hour restrictions (defined by City Code and the Public Works Standards, respectively) will be enforced to ensure that noise remains within the allowed limits and that work only occurs during defined work hours.

The investigatory work at the Charbonneau well site is of particular concern. It is in close proximity to the SpringRidge Charbonneau Retirement Community. City staff is coordinating the work with SpringRidge management to ensure work hours, access, and equipment staging meet their needs.

ALTERNATIVES:

During the creation of 2012 Water System Master Plan, the City's consultant reviewed well conditions, water rights status, availability of standby power, water quality, and pump tests of the eight existing wells to prioritize which wells and well facilities warrant upgrades and continued maintenance, and which ones should be considered for potential abandonment or conversion to non-potable (irrigation) use. Elligsen Well and well facility was determined to be maintained into the future and to remain part of the City's backup water supply in consideration of these factors.

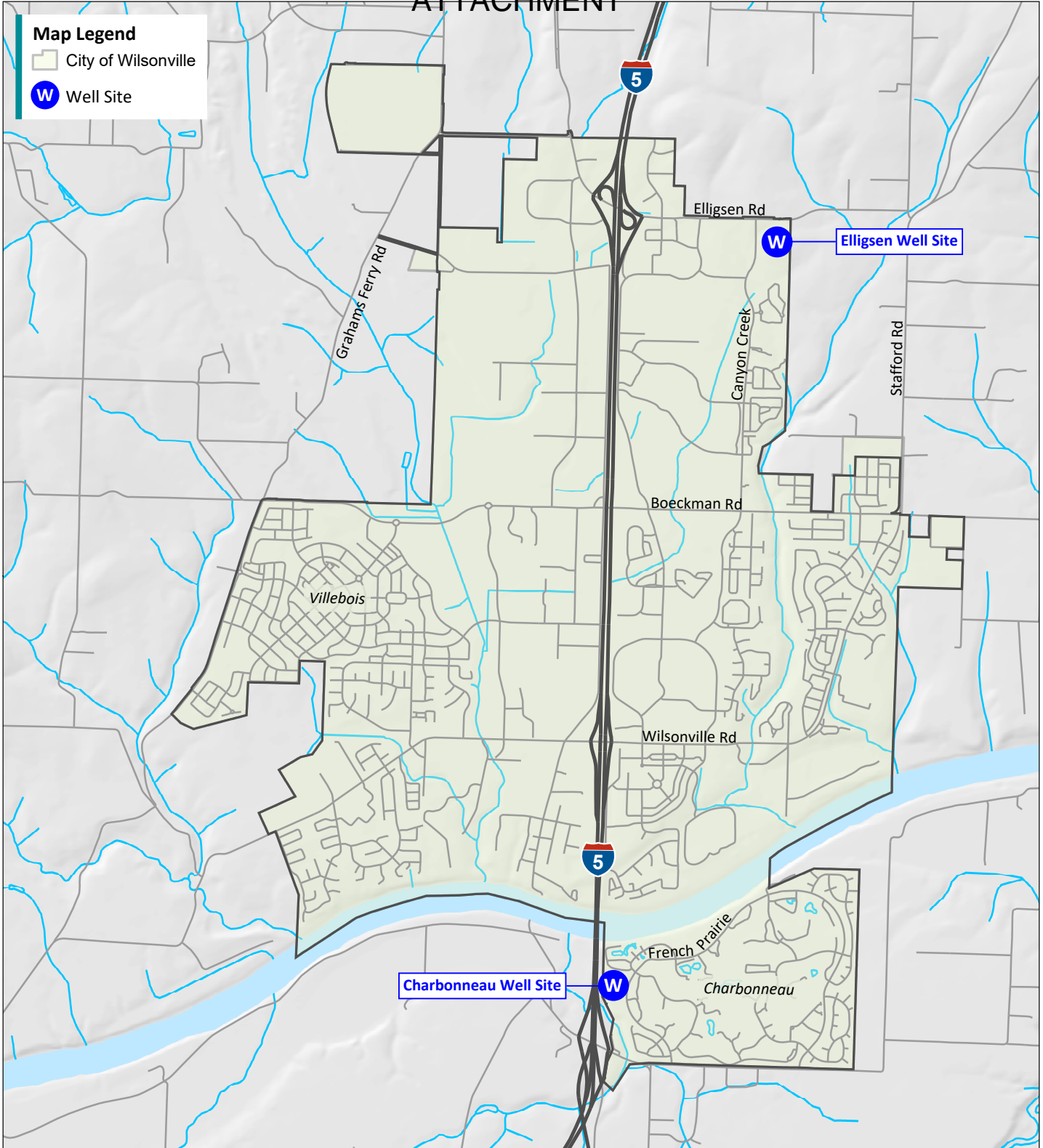
CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Project Location Map
2. Bid Summary
3. Resolution No. 2854
 - A. Elligsen Well Upgrades and Maintenance Construction Contract

ATTACHMENT



WILSONVILLE
COMMUNITY DEVELOPMENT

ELLIGSEN WELL UPGRADES AND MAINTENANCE

Attachment 1 – Project Location Map

DISCLAIMER

This product is for informational purposes and may not have been prepared for, or be suitable for, legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.



SCALE 1 in = 3,000 ft

PRINT DATE 10/14/2020



BID SUMMARY

Project: Elligsen Well Upgrades and Maintenance
File No: 20 10 001

CIP No: 1128
Bid Date: SEPTEMBER 29, 2020 @ 2:00 PM

Order Opened	Bidder	Envelope Marked	Proposal Complete	Addenda	Proposal Signed	Bid Security Amount	Type	First Tier Sub-Con.	Bid Amount	Rank
-	Engineer's Estimate	-	-	-	-	-	-	-	\$ 125,124.00	-
1	Schneider Water Services	Yes	Yes	Yes	Yes	10%	Bond	Yes	\$ 128,754.00	1

RESOLUTION NO. 2854

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH SCHNEIDER EQUIPMENT, INC. DBA SCHNEIDER WATER SERVICES FOR CONSTRUCTION OF THE ELLIGSEN WELL UPGRADES AND MAINTENANCE PROJECT (CAPITAL IMPROVEMENT PROJECT 1128).

WHEREAS, the City has planned, designed, and budgeted for the completion of Capital Improvement Project #1128, known as the Elligsen Well Upgrades and Maintenance project (the Project); and

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

WHEREAS, one (1) bid was received and opened on September 29, 2020, and Schneider Equipment, Inc. DBA Schneider Water Services submitted a bid of \$128,754.00 for the Project, which was subsequently evaluated as the lowest responsive and responsible bid.

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

Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Schneider Equipment, Inc. DBA Schneider Water Services submitted the lowest responsive and responsible bid.

Section 2. The City of Wilsonville acting as the Local Contract Review Board authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Construction Contract with Schneider Equipment, Inc. DBA Schneider Water Services for a stated value of \$128,754.00 in substantially the form as attached hereto as Exhibit A.

Section 3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 19th day of October 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

EXHIBITS:

A. Elligsen Well Upgrades and Maintenance Construction Contract

CITY OF WILSONVILLE CONSTRUCTION CONTRACT

This Construction Contract (“Contract”) for the Elligsen Well Upgrades and Maintenance Project (“Project”) is made and entered into on this ____ day of _____ 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 **Schneider Equipment, Inc.**, an Oregon corporation, doing business as **Schneider Water Services** (hereinafter referred to as “Contractor”).

RECITALS

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

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

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

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

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

AGREEMENT

Section 1. Contract Documents

This Contract includes and incorporates by reference all of the foregoing Recitals and all of the following additional “Contract Documents”: Invitation to Bid, dated August 31, 2020, Contractor’s Bid submitted in response thereto; Technical Specifications; General and Supplementary Conditions; and the provisions of Oregon Revised Statutes (ORS) 279C, as more particularly set forth in this Contract. Contractor must be familiar with all of the foregoing and comply with them. Any conflict or inconsistency between the Contract Documents shall be called to the attention of the City by Contractor before proceeding with affected work. All Contract Documents should be read in concert and Contractor is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

Section 2. Term

The term of this Contract shall be from the Effective Date until all work required to be performed hereunder (“Work”) is completed and accepted, or no later than March 31, 2021, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. Contractor shall diligently perform the Work according to the requirements and deliverable dates identified in the Contract Documents. All Work must be at Substantial Completion by no later than February 28, 2021, and at Final Completion by March 31, 2021. See **Section 23** for the definitions of Substantial Completion and Final Completion.

Section 3. Contractor’s Work

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

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

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

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

Section 4. Contract Sum, Retainage, and Payment

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Contractor the unit price not-to-exceed amount of ONE HUNDRED TWENTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY-FOUR DOLLARS (\$128,754) for performance of the Work (“Contract Sum”). Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor. Unit Prices are as more particularly described in the Contract Documents.

4.2. During the course of Contractor’s performance, if the City, through its Project Manager, specifically requests Contractor to provide additional services beyond the Work described in the Contract Documents, Contractor shall provide such additional services and bill the City a

reasonable agreed upon fee, pursuant to a written Change Order, executed in compliance with the provisions of **Section 24**.

4.3. Contractor will be paid for Work for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice, less a five percent (5%) withholding for retainage. Retainage shall be as outlined in the Contract Documents and as specified under ORS 279C.550 to 279C.570. If the City disputes an invoice, the undisputed portion of the invoice will be paid by the City within the above timeframe, less the retainage. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Contractor as promptly as is reasonably possible. Final payment will be held until completion of the final walkthrough, as described in **Section 23**.

4.4. Except as provided in **Subsection 8.2**, the Contract Sum includes the cost of all required fees payable to governmental agencies, including but not limited to plan checking, land use, zoning, permitting, and all other similar fees required to perform the Work on the Project.

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

4.6. Contract provisions regarding payment policies, progress payments, interest, etc. are as outlined in the General and Supplementary Conditions and in ORS 279C.570.

Section 5. Prevailing Wages

This is a Contract for a Public Works Project, subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this project are those published by the Bureau of Labor and Industries (BOLI), effective July 1, 2020, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at the following website: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx. Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Work, either by Contractor, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Work, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. Contractor must comply with all public contracting wages required by law. Contractor and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the Contract for breach. Contractor shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). Contractor must include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

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

Section 6. Filing of Certified Statement

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

Section 7. Reports to Department of Revenue

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

Section 8. City's Rights and Responsibilities

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

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

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

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

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

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

Section 9. City's Project Manager

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

Section 10. Contractor's Project Manager

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

Section 11. Project Information

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

Section 12. Duty to Inform

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

Section 13. Subcontractors and Assignments

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

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

Section 14. Contractor's Responsibilities

In addition to the Contractor's Responsibilities set forth in the General Conditions and Supplementary Conditions included in the Contract Documents, Contractor also agrees to the following, some of which may also be set forth in the General Conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.28. COVID-19 Safety Measures. During the term of the Contract, when any work is performed at or near a City well facility, the safety measures and protocols set forth in this Subsection must be followed for the protection of Contractor's employees and/or subcontractors, City employees, and the public. In the event that Contractor is required to evacuate a project area or stop or delay work due to a COVID-19 related event, Contractor shall not be entitled to any additional payment, remobilization costs, or delay damages.

14.28.1. Contractor must submit a construction schedule for approval by the City's Project Manager.

14.28.2. The City's Project Manager may change the approved schedule immediately in the event needed for assurance of health and safety.

14.28.3. Contractor's Project Manager must sign a daily form, acknowledging that, to the best of his/her knowledge, all employees or subcontractors working on the site have not felt, and are not feeling, sick nor been exposed to anyone showing signs of sickness in the last 14 days.

14.28.4. Contractor must follow all social distancing guidelines to the absolute best of Contractor's ability, and Contractor shall have a designated safety manager on-site at all times to ensure social distancing.

14.28.5. Contractor will need to be prepared to immediately evacuate each project area, with the possibility of a delayed return.

Section 15. Subcontractor Requirements

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

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

15.1.2. An interest penalty clause that obligates Contractor, if payment is not made within 30 days after receipt of payment from the City, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause outlined in **Subsection 15.1.1** above. A contractor or first-tier subcontractor

may not be obligated to pay an interest penalty if the only reason that the contractor or first-tier subcontractor did not make payment when payment was due is that the contractor or first-tier subcontractor did not receive payment from the City or Contractor when payment was due. The interest penalty period shall begin on the day after the required payment date and end on the date on which payment of the amount due is made and shall be computed at the rate specified in ORS 279C.515(2).

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

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

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

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

Section 16. Environmental Laws

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

FEDERAL AGENCIES:

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

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

STATE AGENCIES:

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

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

LOCAL AGENCIES:

County Courts
 Port Districts
 County Service Districts
 Water Districts

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

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

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

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

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

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

Section 17. Indemnity

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

17.2. Standard of Care. In the performance of the Work, Contractor agrees to use at least that degree of care and skill exercised under similar circumstances by reputable members of Contractor's profession practicing in the Portland metropolitan area. Contractor will re-perform any

Work not meeting this standard without additional compensation. Contractor's re-performance of any Work, even if done at the City's request, shall not be considered as a limitation or waiver by the City of any other remedies or claims it may have arising out of Contractor's failure to perform in accordance with the applicable standard of care of this Contract and within the prescribed timeframe.

Section 18. Insurance

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

18.1.1. Commercial General Liability Insurance. Contractor and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Contract, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Contract and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Contract. Contractor will ensure that Contractor has insurance coverage in place that will fully cover all property belonging to the City, including the property being worked on from loss or damage. Contractor understands that Contractor is fully responsible for all property under contractor's care custody or control, regardless of whether or not there is insurance coverage and that Contractor agrees to be fully responsible in the event of any loss or damage thereto, regardless of any coverage shortfall or limitations.

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

18.1.3. Pollution Liability Coverage. Contractor shall carry sudden and accidental and gradual release pollution liability coverage that will cover, among other things, any spillage of paints, fuels, oils, lubricants, de-icing, anti-freeze or other hazardous materials, or disturbance of any hazardous materials, as that term is defined under Oregon law, during the

performance of this Contract. Contractor will be fully responsible for the cost of any clean-up of any released materials or disturbance, in accordance with Oregon Department of Environmental Quality (“DEQ”) and Federal Environmental Protection Agency (“EPA”) clean-up requirements. The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$2,000,000** general aggregate.

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

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

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

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

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

Section 19. Bonding Requirements

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

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

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

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

Section 20. Warranty

20.1. Contractor shall provide a full warranty for all Work for a period of two (2) years from the date of Final Acceptance of all Work.

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

of Contractor in performing Contractor's duties and obligations under this Contract, is also covered by the warranty when such defects or damage occur within the warranty period. The two (2) year warranty period shall, with relation to such required repair, be extended two (2) years from the date of completion of such repair.

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

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

Section 21. Early Termination; Default

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

21.1.1. By mutual written consent of the parties;

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

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

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

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

21.4. Termination under any provision of this Section shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. Contractor shall surrender to the City items of work or portions thereof, referred to in **Section 27**, for which Contractor has received payment or the City has made payment.

Section 22. Suspension of Work

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

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

23.1. Contractor's Project Manager and City's Project Manager shall conduct a final inspection of the Project when Contractor believes the Work is substantially complete, and create a project corrections list ("punch list") of items to be completed before final payment will be made. Substantial Completion means that the Work is completed and all well facilities are fully functional, with only minor punch list items remaining that do not significantly impact public use. Unless otherwise agreed to, in writing, by both parties, the punch list items will be completed within thirty-one (31) days thereof, and then a final walk-through will occur to confirm all punch list items have been completed. Final payment will occur upon completion of all punch list items ("Final Completion") as determined by final acceptance by the City ("Final Acceptance"). Substantial Completion must occur on or before February 28, 2021, or liquidated damages will apply. The parties agree that delay damages can be significant but are often difficult to quantify and costly to litigate; therefore the Contractor and the City agree that the sums set forth below in **Subsections 23.3 and 23.4** shall apply as liquidated damages for every day the Project is not completed beyond the Substantial Completion and Final Completion dates.

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

23.3. Liquidated damages shall apply against Contractor and accrue to the City at the rate of Two Hundred Dollars (\$200) for each day that expires after the time specified for Substantial Completion of all Work until the Work reaches Substantial Completion.

23.4. If Contractor shall neglect, fail, or refuse to complete the remaining Work on the punch list by the Final Completion date of March 31, 2021, or any written extension thereof granted by the City, Contractor shall pay the City Four Hundred Dollars (\$400) for each day that expires after the time specified above for the Work to reach Final Completion and be ready for final payment. Retainage will not be released before Final Completion is established.

23.5. The parties further agree that this amount of liquidated damages is a reasonable forecast of just compensation for the harm caused by any breach and that this harm is one which is impossible or very difficult to estimate. In addition to the liquidated damages above, Contractor shall reimburse the City for all costs incurred by the City for engineering, inspection, and project management services required beyond the time specified for Substantial Completion. Contractor shall also reimburse the City for all costs incurred for inspection and project management services required due to punch list items not completed within the time allotted for Final Completion. If Contractor fails to reimburse the City directly, the City will deduct the cost from Contractor's final pay request.

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

Section 24. Contract Modification; Change Orders

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

Section 25. Dispute Resolution

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

Section 26. Access to Records

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

Section 27. Property of the City

27.1. Originals or certified copies of the original work forms, including but not limited to documents, drawings, reports, graphs, papers, diaries, inspection reports, and photographs, performed or produced by Contractor under this Contract 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 Contractor as creator of such work shall be conveyed to the City upon request without additional compensation.

27.2. Contractor shall not be held liable for any damage, loss, increased expenses, or otherwise, caused by or attributed to the reuse by the City or its designees of all Work performed by Contractor pursuant to this Contract without the express written permission of Contractor.

Section 28. Notices

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

To City:	City of Wilsonville Attn: Matt Palmer 29799 SW Town Center Loop East Wilsonville, OR 97070
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To Contractor: Schneider Equipment
Attn: Patrick Schneider
21881 River Road NE
St. Paul, OR 97137

Section 29. Miscellaneous Provisions

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

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

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

29.4. Adherence to Law. This Contract shall be subject to, and Contractor shall adhere to, all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Contractor is required by law to obtain or maintain in order to perform the Work described in this Contract shall be obtained and maintained throughout the term of this Contract.

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

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

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

29.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Contract shall in no way affect the party's rights hereunder to

enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

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

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

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

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

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

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

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

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

29.17. Interpretation. As a further condition of this Contract, the City and Contractor acknowledge that this Contract shall be deemed and construed to have been prepared mutually by

each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the contract, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

29.18. Defined Terms. Capitalized terms not otherwise defined herein shall have the meaning given to them in the General and Supplementary Conditions.

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

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

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

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

CONTRACTOR:

SCHNEIDER EQUIPMENT, INC.,
dba Schneider Water Services

By: _____

Print Name: _____

As Its: _____

Employer I.D. No. _____

CITY:

CITY OF WILSONVILLE

By: _____

Print Name: _____

As Its: _____

APPROVED AS TO FORM:

Barbara A. Jacobson, City Attorney
City of Wilsonville, Oregon

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CITY COUNCIL MEETING STAFF REPORT

Meeting Date: October 19, 2020	Subject: Resolution No. 2855 Authorizing the City Manager to Execute a Professional Services Agreement with OTAK, Inc. for Construction Engineering Services for the 5 th Street / Kinsman Road Extension project (CIP No. 1139, 2099, & 4196). Staff Member: Zachary J. Weigel, P.E., Capital Projects Engineering Manager Department: Community Development	
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 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: A.2. Complete the preliminary work necessary to solicit bids on Phase 1 of the Boones Ferry/Brown Road project (Old Town Escape – 5 th to Kinsman project)	<input checked="" type="checkbox"/> Adopted Master Plan(s): Transportation System Plan Project RE-04	<input type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

A City of Wilsonville Resolution approving a Professional Services Agreement for construction engineering services with OTAK, Inc. (OTAK) in the amount of \$378,719.67 for construction of 5th Street / Kinsman Road Extension (CIP #1139, 2099, and 4196) project.

EXECUTIVE SUMMARY:

The 5th Street / Kinsman Road Extension project (Project) is identified as a high priority project in the 2013 Transportation System Plan (TSP, amended in 2019) as Project RE-04 and the Year 2000 Urban Renewal Plan. The Project will extend 1000 feet of Kinsman Road south of Wilsonville Road, 1800 feet of 5th Street west of Boones Ferry Road with a new intersection of Kinsman Road and 5th Street, and 2000 feet of Ice Age Tonquin Trail and includes installation of two bridge crossings of Coffee Lake Creek and a new railroad crossing, and extension of sanitary and water mains.

On March 20, 2017, the Wilsonville Urban Renewal Agency (URA) approved URA Resolution No. 272, entering into a Professional Services Agreement (PSA) with OTAK, Inc. for survey, design, and acquisition and bid support for the Project. Design and property acquisition work is nearing completion and construction is anticipated to begin in the first quarter of 2021.

In support of the upcoming Project construction, the City published a request for proposals for construction engineering services from qualified professional engineering firms. The services requested include support of Wilsonville staff in the day to day administration of the construction contract, including survey quality control, environmental permit compliance, construction document and submittal review, and construction inspection of structural facilities.

In response to the City’s advertisement for construction engineering services, three proposal were received by the September 1, 2020 due date. Staff evaluated the submitted proposals and determined OTAK, Inc. as the best qualified to perform the construction engineering services for the Project.

EXPECTED RESULTS:

Extend 1000 feet of Kinsman Road south of Wilsonville Road, 1800 feet of 5th Street west of Boones Ferry Road with a new intersection of Kinsman Road and 5th Street, and 2000 feet of Ice Age Tonquin Trail and includes installation of two bridge crossings of Coffee Lake Creek and a new railroad crossing, and extension of sanitary and water mains.

TIMELINE:

Construction is expected to begin in the first quarter of 2021 with a final completion date scheduled for December 2022.

CURRENT YEAR BUDGET IMPACTS:

The water portion, Project #1139, is funded through water system development charges (SDC). The amended FY 2020-21 Wilsonville budget includes \$1,895,795 for property acquisition, construction, contract administration, and overhead for the water portion of the work. The water portion of the construction engineering PSA is estimated at \$40,977.47, within the budgeted amount for the Project. This project is included in the City’s five-year capital improvement plan and will carry into the next fiscal year.

The sewer portion, Project #2099, is funded through SDC fees. The amended FY 2020-21 Wilsonville budget includes \$3,513,426 for property acquisition, construction, contract administration, and overhead for the sewer portion of the work. The sewer portion of the construction engineering PSA is estimated at \$81,917.06, within the budgeted amount for the

Project. This project is included in the City's five-year capital improvement plan and will carry into the next fiscal year.

The remainder of the construction engineering PSA, Project #4196, is funded through the Year 2000 Urban Renewal District, estimated at \$255,825.14. The amended FY 2020-21 Wilsonville budget includes \$7,055,473 for property acquisition, construction, contract administration, and overhead for the roadway portion of the work. The construction engineering services are within the budgeted amount for the Project. This project is included in the City's five-year capital improvement plan and will carry into the next fiscal year.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 10/8/2020

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 10/8/2020

COMMUNITY INVOLVEMENT PROCESS:

The Boones Ferry Road to Brown Road Connector Corridor Plan included an extensive community involvement process with multiple stakeholder meetings, two public meetings, an on-line survey, and hearings before both City Council and the Planning Commission.

During the 2017 design phase of the 5th Street to Kinsman Road Extension project, engagement of the community has included three public open houses, meetings with several landowners, two City Council meetings, and regular informational updates on the project website and social media.

Coordination and outreach to the surrounding community and adjacent property owners will continue throughout construction, providing regular updates and notifications through the use of flyers, door hangers, social media posts, press releases, and Boones Ferry Messenger articles.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

Construction of the 5th Street / Kinsman Road Extension project will provide additional connectivity in south Wilsonville with a new route between Old Town and Kinsman Road that parallels Wilsonville Road and provides an alternate to using the Wilsonville Road / Boones Ferry Road intersection, which experiences frequent congestion when I-5 approaches capacity. This project will also provide infrastructure and access to serve future industrial and residential development in the Arrowhead Creek Planning Area.

Along with constructing the roadway, both water and sanitary sewer will be extended within the road right-of-way. The project will construct a significant segment of Ice Age Tonquin Trail providing bicycle and pedestrian connectivity between the residential neighborhoods in southwest Wilsonville to commercial businesses along Boones Ferry Road, to Boones Ferry Park and Memorial Park, and to the neighborhoods east of I-5 and south of Wilsonville Road.

ALTERNATIVES:

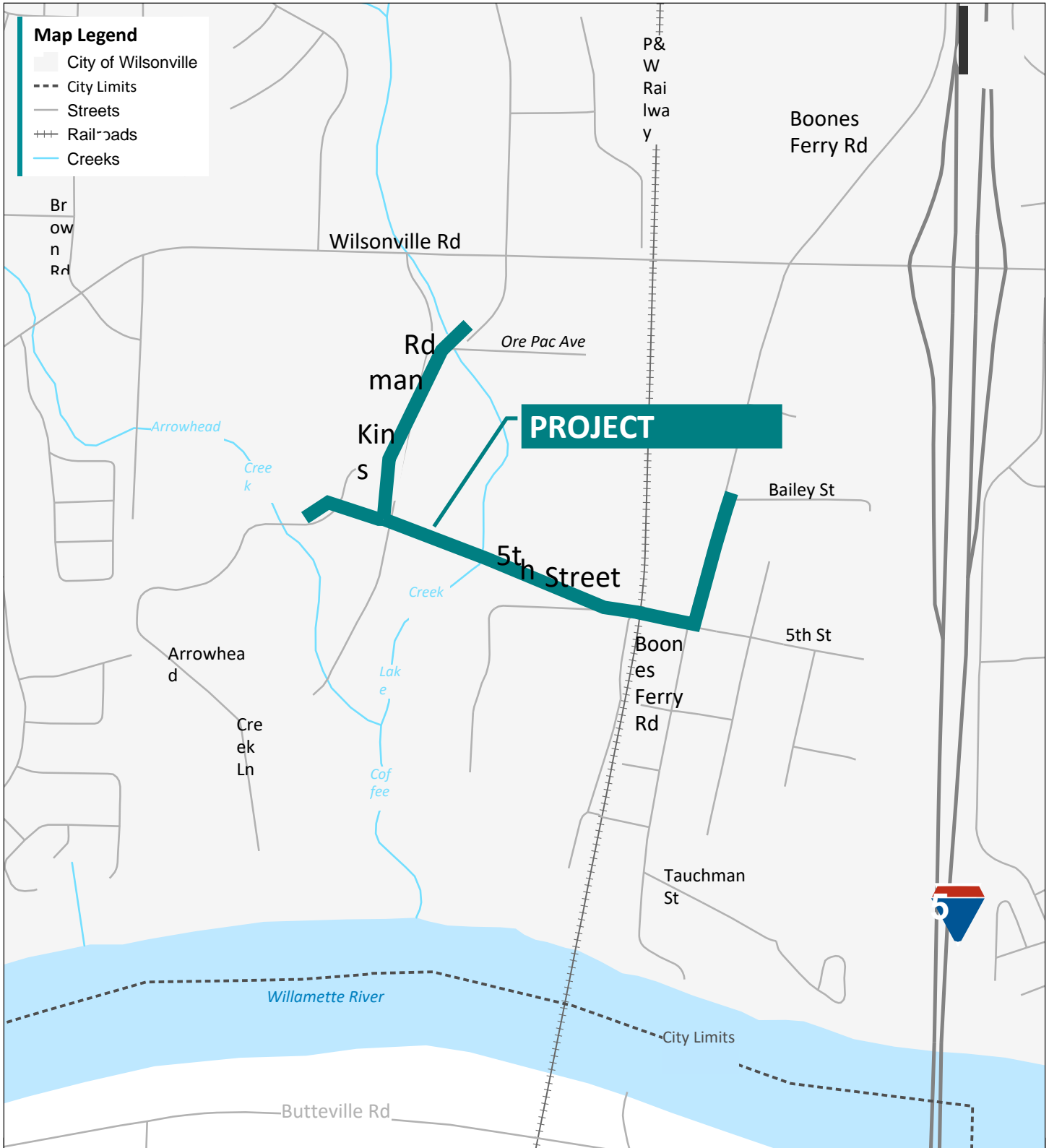
Current final project design is based on coordination between City Staff, the design consultant team, neighboring property owners, the Old Town neighborhood, and City Council direction over the course of the Project design since 2016.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Project Location Map
2. Resolution No. 2855
 - A. 5th Street / Kinsman Road Extension Professional Services Agreement



DISCLAIMER

This product is for informational purposes and may not have been prepared for, or be suitable for, legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.



5th Street / Kinsman Road Extension Project
 Project Location Map

RESOLUTION NO. 2855

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT CONTRACT WITH OTAK, INC. FOR CONSTRUCTION ENGINEERING SERVICES FOR THE 5TH STREET / KINSMAN ROAD EXTENSION PROJECT (CAPITAL IMPROVEMENT PROJECT #1139, 2099, 4196).

WHEREAS, the City has planned, designed, and budgeted for the completion of Capital Improvements Projects #1139, 2099, and 4196, known as 5th Street / Kinsman Road Extension project (the Project); and

WHEREAS, the City solicited Requests for Proposals from qualified consultants for the Project that duly followed the State of Oregon Public Contracting Rules and the City of Wilsonville Municipal Code; and

WHEREAS, OTAK, Inc. submitted a proposal for the Project on September 1, 2020 and was subsequently evaluated and determined to be the most qualified consultant to perform the work; and

WHEREAS, following the qualifications based selection process and under the direction of the City, a detailed scope of work was prepared, and the fee for the scope was negotiated and found to be acceptable and appropriate for the services to be provided.

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

Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and OTAK, Inc. has provided a responsive and responsible proposal for construction engineering services.

Section 2. The City of Wilsonville, acting as the Local Contract Review Board, authorizing the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Professional Services Agreement with OTAK, Inc. for a not-to-exceed amount of \$378,719.67, which is substantially similar to **Exhibit A** attached hereto.

Section 3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 19th day of October 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. 5th Street / Kinsman Road Professional Services Agreement

**CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) for the 5th Street/Kinsman Road Extension Project (“Project”) is made and entered into on this _____ day of _____ 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 **Otak Inc.**, an Oregon 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 construction engineering 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 December 31, 2022, 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, drawings, and plans submitted by Consultant in conjunction with the Services shall bear the signature, stamp, or initials of Consultant’s authorized Project Manager. Any documents submitted by Consultant that do not bear the signature, stamp, or initials of Consultant’s authorized Project Manager, will not be relied upon by the City. Interpretation of plans and answers to questions regarding the Services or Scope of Work given by Consultant’s Project Manager may be verbal or in writing, and may be relied upon by the City, whether given

verbally or in writing. If requested by the City to be in writing, Consultant's Project Manager will provide such written documentation.

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 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 SEVENTY EIGHT THOUSAND SEVEN HUNDRED NINETEEN DOLLARS AND SIXTY SEVEN CENTS (\$378,719.67), 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**, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant's Rate Schedule, as set forth in **Exhibit B**. Any Additional work beyond the Scope of Work, or any compensation above the amount shown in **Subsection 4.1**, requires a written Addendum executed in compliance with the provisions of **Section 18**.

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

4.5. Consultant's Compensation Amount and Rate Schedule are all inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits and 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. Prevailing Wages

This is a contract for a Public Works Project subject to ORS 279C.800 to 279C.870. Therefore, for those employees and/or subcontractors working on this Project who are subject to prevailing wage rates on public works contracts, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this Project are those published by the Bureau of Labor and Industries (BOLI), effective July 1, 2020, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at the following website: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx. Because this is a public works contract subject to payment of prevailing wages, each worker in each applicable trade or occupation employed in the performance of the Services, either by Consultant, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Services, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. Consultant must comply with all public contracting wages required by law. Consultant and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Consultant an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the contract for breach. Consultant shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). Consultant shall include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

Section 6. City's Rights and Responsibilities

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

6.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2020-21. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this contract early, as described in **Section 16**.

Section 7. City's Project Manager

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

Section 8. Consultant's Project Manager

Consultant's Project Manager is Scott Banker. 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 9. Project Information

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

Section 10. Duty to Inform

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

Section 11. Subcontractors and Assignments

11.1. Unless expressly authorized in **Exhibit A** or **Section 12** 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.

11.2. 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, engineers or subcontractors on the Project so that all portions of the Project may be completed in the least possible time and within normal working hours. Consultant shall furnish other engineers, subcontractors and affected public utilities, whose designs are fitted into Consultant's design, detail drawings giving full information so that conflicts can be avoided.

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

Section 12. Consultant Is Independent Contractor

12.1. 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.

12.2. 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. For all Services performed under subcontract to Consultant, as approved by the City, Consultant shall only charge the compensation rates shown on the approved Rate Schedule (**Exhibit B**). Rate schedules for named or unnamed subcontractors, and Consultant markups of subcontractor billings, will only be recognized by the City as set forth in Consultant's Rate Schedule, unless documented and approved, in writing, by the City pursuant to a modification to Consultant's Rate Schedule, per **Section 18** of this Agreement. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

12.3. 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 12** and meet the same insurance requirements of Consultant under this Agreement.

Section 13. Consultant Responsibilities

13.1. 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.

13.2. Consultant must comply with all applicable Oregon and federal wage and hour laws, including 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.

13.3. 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.

13.4. COVID-19 Safety Measures. Consultant must have a written policy in place to comply with all applicable local, state, and federal laws, regulations, and executive orders related to the COVID-19 coronavirus outbreak to ensure the protection of Consultant's employees and/or subconsultants, City employees, and the public. Consultant must provide its written policy to the City Project Manager at the commencement of the Project. In the event that Consultant is required to stop or delay work due to a COVID-19 related event, Consultant shall not be entitled to any additional payment, remobilization costs, or delay damages.

Section 14. Indemnity

14.1. 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 14.2**. 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.

14.2. 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 15. Insurance

15.1. 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:

15.1.1. 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.

15.1.2. 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 this Agreement.

15.1.3. 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**.

15.1.4. 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.

15.1.5. 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.

15.1.6. 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.

15.1.7. 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.

15.2. 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 16. Early Termination; Default

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

16.1.1. By mutual written consent of the parties;

16.1.2. 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

16.1.3. 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.

16.2. 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.

16.3. 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.

16.4. 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 20**, for which Consultant has received payment or the City has made payment.

Section 17. 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 18. 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. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives rise to any modification of this Agreement, Consultant shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of an Addendum. Consultant's failure to submit such written request for modification in the form of an Addendum shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment, and other costs. 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 be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

Section 19. 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 20. Property of the City

20.1. Originals or certified copies of the original work forms, including but not limited to documents, drawings, tracings, surveying records, mylars, spreadsheets, charts, graphs, modeling, data generation, papers, diaries, inspection reports, and photographs, performed or produced by Consultant under this Agreement 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. Upon the City's written approval, and provided the City is identified in connection therewith, Consultant may include Consultant's work in its promotional materials. Drawings may bear a disclaimer releasing Consultant from any liability for changes made on the original drawings and for reuse of the drawings subsequent to the date they are turned over to the City.

20.2. Consultant shall not be held liable for any damage, loss, increased expenses, or otherwise, caused by or attributed to the reuse by the City or its designees of all work performed by Consultant pursuant to this Agreement without the express written permission of Consultant.

Section 21. 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: Zach Weigel, Civil Engineer
 29799 SW Town Center Loop East
 Wilsonville, OR 97070

To Consultant: Otak, Inc.
 Attn: Scott Banker
 808 SW 3rd Avenue, Suite 800
 Portland, OR 97204

Section 22. Miscellaneous Provisions

22.1. 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.

22.2. 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.

22.3. 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.

22.4. 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.

22.5. 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.

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

22.7. 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.

22.8. 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.

22.9. 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.

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

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

22.12. 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.

22.13. 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.

22.14. 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.

22.15. 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.”

22.16. 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.

22.17. 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.

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

22.19. 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.

22.20. 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:

OTAK, INC.

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

Barbara A. Jacobson, City Attorney
City of Wilsonville, Oregon



Attachment A
Scope of Services
For
City of Wilsonville – 5th Street/Kinsman Road Extension
October 7, 2020

Project Understanding

The City of Wilsonville (City) is entering the construction phase of the 5th Street and Kinsman Road Extension Project (Project) between Wilsonville Rd. and Boones Ferry Rd. The Project includes the following:

- An approximately 1,000-foot extension of Kinsman Road to collector level standards
- An approximately 1,400-foot extension of 5th Street to collector level standards
- A private road to access Wilsonville Concrete
- A 300-ft segment of 5th Street extension to access Arrowhead Creek Lane
- A new intersection that joins these three roads together.
- Two bridges to cross Coffee Lake Creek
- A railroad crossing of the ODOT Rail / Portland & Western rail line
- A redesign of Boones Ferry Road to include streetscape enhancements to an approximately 650-foot section of Boones Ferry Road (between 5th Street and Bailey Street).
- An approximately 1,900-foot extension of the Ice Age Tonquin Trail (a multi-use path).
- An approximately 1,400-foot length of Industrial Way and a ±400-foot segment of Arrowhead Creek Lane will need to be abandoned south of Wilsonville Road.
- Sanitary sewer and water main extensions from the of 5th Street/Boones Ferry Road intersection to the existing Wood School Interceptor line and end of Kinsman Road, some 400 feet south of Wilsonville Road.
- Storm sewer and stormwater management facilities to treat and detain/retain runoff from new impervious surfaces

The City requires assistance to provide construction management services, construction engineering services and special inspections. The Otak team will work in coordination with City inspectors and the City's project manager.

The Otak Team

Otak – Construction Management, Construction Engineering Support, and Special Inspections

Alta – Construction Support for Boones Ferry Road and Tonquin Trail

Shannon & Wilson – Geotechnical services

DKS – Traffic design, signing, striping and lighting services

Pacific Habitat Services – Environmental permitting

TASKS, DELIVERABLES AND SCHEDULE

Otak will provide construction management and support services based on the scope of services described herein.

Task 1	Project Management and Administration
Task 2	Pre-Construction Activity
Task 3	Construction Management
Task 4	Construction Survey
Task 5	Construction Engineering
Task 6	Construction Inspection (Specialty)
Task 7	Project Closeout

Project Schedule

Pre-Construction Activities	October 2020 - November 2020
Advertisement, Bid, and Award	December 2020 - January 2021
Establish Control Survey	February 2021
Construction	March 2021 – December 2022
Post Construction Activities	January 2023 – February 2023
Set Property Monuments	February 2023 – June 2023

Task 1.0 – Project Management and Administration

1.1 Project Management and Coordination

The duration of this contract is assumed to be from October 2020 through February 2023. The duration of the on-site construction work is assumed to be from March 2021 through December 2022 for substantial completion of the constructed project. Work included within this task is as follows:

- Provide management, coordination and direction to the consultant project team.
- Coordinate activities on the project and track project issues.

1.2 Project Administration

Project Administration shall be performed for the Otak project team, as follows:

- Track Otak project costs and budgets on a monthly basis. Prepare monthly invoices and progress reports for the project. Up to twenty-nine (29) invoices and monthly progress reports are included.
- Maintain consultant document files for project.
- Set up and maintain subconsultant contracts.

1.3 Construction Management Plan (CMP)

Consultant shall perform the following service:

- Prepare a CMP that will focus on quality assurance of the final bid documents and procedures for clearing RFI's, shop drawings and submittals. The CMP will focus more on the day-to-day procedures, QA/QC process, lines of communications, approvals, issues escalation and resolution, expectations for timing of RFI resolution and clear roles for Otak and City staff during construction.

Task 1.0 Deliverables

- *Monthly invoices, at the end of each billing period.*
- *Prepare draft and final CMP prior to advertisement of construction.*

Task 2.0 – Pre-Construction Activity

2.1 Pre-Bid Meeting

Consultant shall perform the following services:

- Attend one pre-bid meeting
- Prepare agenda with project critical items to discuss with the contractors.
- Prepare meeting minutes documenting any questions that may come up in the meeting.

2.2 Permit and Utility Coordination Memorandum

This task will review permit conditions and document for Construction Contractor to outline influence on schedule and construction sequence. Utility coordination will be conducted by Consultant to coordinate and schedule work provided by utility, and to notify utilities of project schedule and constrains.

- *Key environmental permit conditions*
- *Key BPA coordination items*
- *Key Utility coordination items and potential conflicts*
- *Key railroad permit conditions*
- *Migratory Bird Treaty Act (Tree Removal)*

2.3 Public Outreach

Consultant shall prepare:

- *For and attend one "Meet the Contractor" style open house to discuss and present the final project to the public. Provide graphics for the open house. City will facilitate, arrange for the meeting location, and provide public notice of the meeting.*
- *Up to two Public Outreach exhibits and two (2) public outreach exhibits*

Task 2.0 Deliverables

- *Prepare meeting agenda and meeting minutes for pre-bid meeting.*

- *Prepare draft and final Permit and Utility Coordination memo.*
- *Prepare up to two (2) exhibits for Public Open House and two (2) public outreach exhibits*

Task 3.0 – Construction Management

Provide Construction Management to assist the City with contract administration and to monitor that construction of the project is completed in substantial accordance with the plans, specifications and DSL/Corps, Railroad, and BPA permit conditions.

Task 3.1 Pre-Construction Meeting

Consultant shall prepare for and conduct a Pre-Construction meeting with the City, Construction Contractor and key team members to address key schedule and sequencing work items, permit and utility constraints, and maintaining access to Willamette River Water Treatment Plant, Ore-Pac and Wilsonville Concrete Products. Meeting is assumed to be two (2) hours in length.

Task 3.2 Weekly Meetings and Minutes

Consultant shall attend sixty-six (66) construction meetings and prepare agenda and meeting minutes for submittal to the project team and Construction Contractor. Minutes will include old business, new business, safety, schedule, and action items for project delivery team and Construction Contractor. Construction Manager to provide weekly correspondence to Contractor regarding work progress and design and permit compliance based on site visits.

Task 3.3 Review Contractor Schedule

Consultant shall review Contractor submitted project schedule for compliance with key project milestones and constraints. Consultant will coordinate responses with City Project Manager to develop a response, Approved, Approved as Noted, or Rejected and Resubmit.

Task 3.4 Pay Notes/Progress Payments

Consultant shall coordinate with the City to provide quantity verification of Contractor data and field investigation of quantities. City to prepare Draft and Final Progress Payments. Consultant shall develop Pay Note quantities based on neat-line calculations, field verification and periodic survey verification, surface comparisons. Consultant will make recommendations for Contractor Payment.

Task 3.5 Inspector Documentation Review

Consultant shall coordinate with City Inspector(s) to review Daily Inspection Reports and to coordinate any deficiencies or issues to the City PM. The Daily Inspection Reports will be filed for inclusion with Project Close Out documentation.

Task 3.6 Change Order Review

Consultant shall coordinate with City Inspector(s) and Project Manager to prepare supporting documentation for Construction Change Orders. City to prepare Draft and Final Change Order

documents and route for signatures. Consultant will track changed work and will coordinate with the City Project Manager and Inspector(s), and will document communications (directives, actions, issues) between the parties.

- Perform Construction contract administration.
- Maintain construction quality documentation (City On-Call Geotechnical/materials testing firm to provide copies of all mix design and testing related documentation).
- Measure and document final neat-line construction quantities.
- Coordinate design modifications and associated change orders.
- Coordinate the recording of as-constructed plan changes.

Task 3.0 Deliverables

- *Prepare agenda and meeting minutes for Pre-Construction meeting.*
- *Prepare agenda and meeting minutes for progress meetings attended by Consultant.*
- *Review and comment on Contractor Schedule.*
- *Prepare document for construction quantities for monthly pay estimates.*
- *File/Archive City's Daily Inspection Reports.*
- *Provide Change Order supporting documentation and communications.*

Task 4.0 Construction Survey

4.1 Survey Quality Control

Consultant shall perform the following services:

- Attend and participate in a pre-survey meeting with the Construction Contractor (CC), Owner and others as may be appropriate. Consultant shall coordinate with Owner to determine frequency and nature of QA checks. (Assume two (2) hour meeting with one (1) hour of travel)
- Coordinate with Owner and CC as needed to verify that the construction survey work completed by the CC for the Project is in conformance with the approved plans, specifications and applicable laws, specifically as requested by Owner or Owner's Representative.
- Perform QA review of CC's survey data such as, but not limited to, office calculations and stake-out information. Provide memo indicating dates and times grade calculation checks were performed and the results of the calculation checks along with copy of notification to CC on items not in compliance from calculation checks and when/what corrections were made.
- Perform QA review of CC's field survey work by way of checking hubs, grades, and control points. Provide memo to Owner indicating dates and times the survey field checks of CC's survey work were performed and the results of the field checks.
- Provide a map, digital ASCII file of the coordinates, and field notes as applicable, of horizontal and vertical control points (from the construction contract plans) for use by the

CC's surveyor.

4.2 As-Constructed Survey

The purpose of this task is to record as-built elevation information for the Project. Elevations on record drawings shall be based on project Datum. Consultant shall.

- Locate visible utility structures (manholes, curb inlets, water valves, etc.).
- Observe Invert elevations on storm and sanitary sewer structures.

4.3 Post Construction Record Survey

The purpose of this task is to re-set monuments destroyed by construction, set new right of way and centerline monuments, and prepare a post-construction survey to meet the requirements of ORS 209.155. Consultant shall:

- Perform a post-construction survey in accordance with County and State standards.
- Re-set destroyed property monuments (12) within 180 days of substantial completion of construction to meet 209.155(2)(a).
- Set new right of way corners (67) within 180 days of substantial completion of construction to meet 209.155(2)(a).
- Set centerline monuments (12) in monument cases (provided and installed by project contractor. Case locations to be staked by project contractors' surveyor prior to installation).
- Prepare a Record of Survey showing the locations of all survey monuments disturbed or destroyed by construction, reset monuments, new right of way monuments, new centerline monuments, survey control.

Task 4.0 Deliverables

- *The quality control task assumes no more than 10 1-day site visit(s) by a two-person survey crew for QA/QC surveying.*
- *Monuments and new control set.*
- *Post-Construction Survey (including map and narrative) recorded with the Clackamas County Surveyor's Office.*

Task 5.0 – Construction Engineering

This task is to provide construction engineering, including the review and response to RFI's, review of construction shop drawings and submittals, engineering consultation during construction, and design modifications as authorized by the City. Consultant shall maintain Logs for RFI's, Submittal, Shop and Working Drawings submittals and responses.

5.1 Requests for Information (RFI's) Review

Consultant shall:

- *Review and respond up to fifty (50) RFI's (Assume 1.5 hours per RFI)*
- *Prepare and maintain an RFI response log*

5.2 Submittals Review

Consultant shall issue a Submittal Log to Contractor soon after Contractor Notice to Proceed and shall:

- *Review and respond up to fifty-seven (57) material submittals. (Assume 2 hours per submittal)*
- *Prepare and maintain a submittal response log.*

5.3 Shop Drawing Review

Consultant shall review the following submittals as required using the guidelines in ODOT's Construction Manual, Chapter 16 – Working Drawings, the ODOT Guide to Electronic Shop Drawing Submittal, and the Specifications in 00150.35:

Consultant shall:

- *Review and respond up to twenty (20) shop/working drawing sets. (Assume 4 hours per shop drawing set)*
- *Prepare and maintain a shop/working drawing response log.*

5.4 Engineering Design Modifications

Consultant shall:

- *Provide engineering design changes for up to four (4) design changes as authorized by the City.*
- *Assume up to 40 hours for each design change for a total of 160 hours.*

Task 5.0 Deliverables:

- *Electronic copies (PDF or Excel for logs) of files.*
- *Responses to Material Submittals, Shop Drawings, and RFI's.*
- *Logs for RFI's, Submittals and Shop Drawings.*
- *Draft and Final Design revisions (11x17 PDF's).*

Task 6.0 – Construction Inspection (Specialty)

This task to provide specialty inspection of bridge structures, boardwalk, and geotechnical for bridge foundations. Materials testing for asphalt and concrete. Earthwork testing, and Quality Assurance to be provided by City On-Call geotechnical/materials testing consultant. On-Call Consultant to provide documentation to Consultant for inclusion with Project Close-Out documentation.

6.1 Structural Inspection

Consultant shall:

- Bridge reinforcement.
- Bridge formwork.
- Bridge and boardwalk structure and abutments.

6.2 Geotechnical Inspection

Consultant shall:

- Visit site up to 4 times for 5 hours each for bridge foundation subgrade observations and recommendations for subgrade stabilization should the subgrade be unsuitable.

6.3 Inspection

Included in the Inspection Task is fish salvage Scientific Take permit, engineering field visits for special inspections and reporting as documented in Task 2.3 Permit & Utility Coordination Memorandum:

- Conduct Fish Salvage(s).
- Scientific Take Permit and Reporting.
- 14 field visits (Assume four (4) hours per visit).

Task 6.0 Deliverables

- *Specialty Inspection Reports.*
- *Scientific Take Permit documentation.*

Task 7.0 Project Close-out

This task is to complete final construction project documentation and submit electronic final project records required for final payment. Project documentation from Consultant team shall be submitted to City in electronic form for archiving. Documentation to include but not be limited to inspection reports, meeting minutes, earthwork testing and quality control, change order and progress payment data. Survey to include Record Survey and As-built Drawings.

7.1 Final Inspection and Meeting

Consultant shall:

- Hold Final On-site Inspection Meeting. Assuming one (1) meeting for four (4) hours including travel.

7.2 Final Completion and Punchlist

Consultant shall:

- Create punch list and monitor completion of punch list items.
- Issue final completion recommendation to City.

7.3 Record Drawings

Consultant shall:

- Update design calculations with as-built information.
- Update Calculation Plan Sheets with updated design calculations.
- Construction plans updated with as-built survey information.
- Record drawing plans will incorporate redline changes into CADD, remove PE stamps and add record drawing stamps. (Assume twenty (20) sheets will incorporate redline changes at two (2) hours per sheet).

7.4 Submit Final Project Records

Final project documentation including calculations Daily and Specialty Inspection Reports, Pay Notes, Submittals, RFI's, Meeting Agendas and Minutes, Independent Design Review comment log, Permit and Utility Coordination memorandum, Change Order documentation, As-built and Record Survey, Engineering Design Modifications, Inspection quantity verification.

- Submit Final Project Records.
- Prepare and submit final load ratings for structures.

Task 7.0 Deliverables

- *Punch list comment log and resolution.*
- *Record drawings with record drawing stamp (PDF submittal).*
- *Record Survey.*
- *Project documentation in electronic form.*

Exhibit B

5th Street / Kinsman Road Extension

Fee Estimate

Otak Project #19864.000



Task	Description	Otak	Alfa	DKS	PHS	Shannon & Wilson	Total Hours	Total Budget by Task
1	Project Management							\$41,156.00
1.1	Project Management & Administration	58	-	-	-	-	58	\$15,776.00
1.2	Project Administration	157	-	-	-	9	166	\$23,448.00
1.3	Construction Management Plan (CMP)	12	-	-	-	-	12	\$1,932.00
2	Pre-Construction Activity							\$13,498.00
2.1	Pre-Bid Meeting	18	-	-	-	-	18	\$3,238.00
2.2	Permit & Utility Coordination Memorandum	20	-	-	13	-	33	\$4,022.00
2.3	Public Outreach	37	4	-	-	-	41	\$6,238.00
3	Construction Management							\$100,179.67
3.1	Pre-Construction Meeting	19	6	-	-	-	25	\$4,047.00
3.2	Weekly Meetings & Minutes	246	-	-	-	4	250	\$36,414.00
3.3	Review Contractor Schedule	33	-	-	-	-	33	\$4,990.67
3.4	Pay Note/Progress Payments Review	254	-	-	-	-	254	\$35,156.00
3.5	Inspector Documentation Review	92	-	-	-	-	92	\$13,340.00
3.6	Change Order Review/Update	32	6	-	-	-	38	\$6,232.00
4	Construction Survey							\$100,862.00
4.1	Construction Verification	206	-	-	-	-	206	\$19,265.00
4.2	As-Constructed Survey	235	-	-	-	-	235	\$22,039.00
4.3	Post Construction Record Survey	553	-	-	-	-	553	\$59,558.00
5	Construction Engineering							\$59,080.00
5.1	RFI Responses (50)	48	15	12	-	4	79	\$11,363.00
5.2	Submittal Reviews (57)	104	12	12	-	-	128	\$17,703.00
5.3	Shop Drawing Review (20)	82	-	-	-	-	82	\$10,018.00
5.4	Eng. Design Modifications (4)	86	40	25	-	-	151	\$19,996.00
6	Construction Inspection (Specialty)							\$22,298.00
6.1	Structural Inspection	42	-	-	-	-	42	\$4,168.00
6.2	Geotechnical Inspection (Sub)	-	-	-	-	29	29	\$3,630.00
6.3	Inspection (14 field visits)	16	11	19	56	-	102	\$14,500.00
7	Project Close Out							\$37,581.00
7.1	Final Inspection & Meeting	16	5	-	-	-	21	\$3,538.00
7.2	Final Completion & Punch List	16	-	-	-	-	16	\$2,462.00
7.3	Record Drawings	70	44	22	-	-	136	\$18,713.00
7.4	Submit Final Project Records	82	-	-	-	-	82	\$12,868.00
	<i>Total Hours</i>	2,534	143	90	69	46	2,882	
	<i>Total Labor Cost</i>	328,140	\$19,365.00	\$12,230.00	8,940	\$5,980.00		\$374,654.67
	<i>Direct Expenses</i>	3,100	240	250	429	46		\$4,065.00
	Project Total							\$378,719.67

5th Street / Kinsman Road Extension

Fee Estimate

Otak Project #19864.000

DKS

Task	Description	Principal Engineer	Project Manager	Designer	Sr. Cadd Technician	Admin	Total Hours	Total Budget by Task
1	Project Management							
1.1	Project Management & Administration						0	\$0.00
1.2	Project Administration						0	\$0.00
1.3	Construction Management Plan (CMP)						0	\$0.00
2	Pre-Construction Activity							
2.1	Pre-Bid Meeting						0	\$0.00
2.2	Permit & Utility Coordination Memorandum						0	\$0.00
2.3	Public Outreach						0	\$0.00
3	Construction Management							
3.1	Pre-Construction Meeting						0	\$0.00
3.2	Weekly Meetings & Minutes						0	\$0.00
3.3	Review Contractor Schedule						0	\$0.00
3.4	Pay Note/Progress Payments Review						0	\$0.00
3.5	Inspector Documentation Review						0	\$0.00
3.6	Change Order Review/Update						0	\$0.00
4	Construction Survey							
4.1	Survey Quality Assurance plan						0	\$0.00
4.2	Construction Verification						0	\$0.00
4.3	Post Construction Record Survey						0	\$0.00
5	Construction Engineering							
5.1	RFI Responses (6)	1	4	6		1	12	\$1,655.00
5.2	Submittal Reviews (4)	1	4	6		1	12	\$1,655.00
5.3	Shop Drawing Review						0	\$0.00
5.4	Eng. Design Modifications (0.5)	1	2	12	10		25	\$3,280.00
6	Construction Inspection (Specialty)							
6.1	Structural Inspection						0	\$0.00
6.2	Geotechnical Inspection (Sub)						0	\$0.00
6.3	Inspection (4 field visits)	2	8	8		1	19	\$2,735.00
7	Project Close Out							
7.1	Final Inspection & Meeting						0	\$0.00
7.2	Final Completion & Punch List						0	\$0.00
7.3	Record Drawings	1	4	8	8	1	22	\$2,905.00
7.4	Submit Final Project Records						0	\$0.00
	<i>Total Hours</i>	6	22	40	18	4	90	
	<i>Current Billing Rate</i>	\$230.00	\$150.00	\$125.00	\$125.00	\$75.00		
	<i>Total Labor Cost</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$12,230.00
	<i>Expenses</i>							\$250.00
	Project Total							\$12,480.00

5th Street / Kinsman Road Extension

Fee Estimate

Otak Project #19864.000

PHS

Task	Description	<i>PM</i>	<i>Fisheries Biologist</i>	<i>Restoration Ecologist</i>	<i>Biologist 2</i>	<i>Technical Editor</i>	Total Hours	Total Budget by Task
1	Project Management							
1.1	Project Management & Administration						0	\$0.00
1.2	Project Administration						0	\$0.00
1.3	Construction Management Plan (CMP)						0	\$0.00
2	Pre-Construction Activity							
2.1	Pre-Bid Meeting						0	\$0.00
2.2	Permit & Utility Coordination Memorandum	3			8	2	13	\$1,508.00
2.3	Public Outreach						0	\$0.00
3	Construction Management							
3.1	Pre-Construction Meeting						0	\$0.00
3.2	Weekly Meetings & Minutes						0	\$0.00
3.3	Review Contractor Schedule						0	\$0.00
3.4	Pay Note/Progress Payments Review						0	\$0.00
3.5	Inspector Documentation Review						0	\$0.00
3.6	Change Order Review/Update						0	\$0.00
4	Construction Survey							
4.1	Survey Quality Assurance plan						0	\$0.00
4.2	Construction Verification						0	\$0.00
4.3	Post Construction Record Survey						0	\$0.00
5	Construction Engineering							
5.1	RFI Responses						0	\$0.00
5.2	Submittal Reviews						0	\$0.00
5.3	Shop Drawing Review						0	\$0.00
5.4	Eng. Design Modifications						0	\$0.00
6	Construction Inspection (Specialty)							
6.1	Structural Inspection						0	\$0.00
6.2	Geotechnical Inspection (Sub)						0	\$0.00
6.3	Inspection (4 field visits)	20	22	12		2	56	\$7,432.00
7	Project Close Out							
7.1	Final Inspection & Meeting						0	\$0.00
7.2	Final Completion & Punch List						0	\$0.00
7.3	Record Drawings						0	\$0.00
7.4	Submit Final Project Records						0	\$0.00
	<i>Total Hours</i>	23	22	12	8	4	69	
	<i>Current Billing Rate</i>	\$150.00	\$129.00	\$120.00	\$113.00	\$77.00		
	<i>Total Labor Cost</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$8,940.00
	<i>Expenses</i>							\$429.00
	Project Total							\$9,369.00

5th Street / Kinsman Road Extension

Fee Estimate

Otak Project #19864.000

S&W

Task	Description	VP	Sr. Prof. III	Prof III	Sr. Off Services	Off Services III	Total Hours	Total Budget by Task
1	Project Management							
1.1	Project Management & Administration						0	\$0.00
1.2	Project Administration		3		6		9	\$1,170.00
1.3	Construction Management Plan (CMP)						0	\$0.00
2	Pre-Construction Activity							
2.1	Pre-Bid Meeting						0	\$0.00
2.2	Permit & Utility Coordination Memorandum						0	\$0.00
2.3	Public Outreach						0	\$0.00
3	Construction Management							
3.1	Pre-Construction Meeting						0	\$0.00
3.2	Weekly Meetings & Minutes		4				4	\$640.00
3.3	Review Contractor Schedule						0	\$0.00
3.4	Pay Note/Progress Payments Review						0	\$0.00
3.5	Inspector Documentation Review						0	\$0.00
3.6	Change Order Review/Update						0	\$0.00
4	Construction Survey							
4.1	Survey Quality Assurance plan						0	\$0.00
4.2	Construction Verification						0	\$0.00
4.3	Post Construction Record Survey						0	\$0.00
5	Construction Engineering							
5.1	RFI Responses (2)		2	2			4	\$540.00
5.2	Submittal Reviews						0	\$0.00
5.3	Shop Drawing Review						0	\$0.00
5.4	Eng. Design Modifications						0	\$0.00
6	Construction Inspection (Specialty)							
6.1	Structural Inspection						0	\$0.00
6.2	Geotechnical Inspection (Sub)	2	5	20		2	29	\$3,630.00
6.3	Inspection						0	\$0.00
7	Project Close Out							
7.1	Final Inspection & Meeting						0	\$0.00
7.2	Final Completion & Punch List						0	\$0.00
7.3	Record Drawings						0	\$0.00
7.4	Submit Final Project Records						0	\$0.00
	<i>Total Hours</i>	2	14	22	6	2	46	
	<i>Current Billing Rate</i>	\$230.00	\$160.00	\$110.00	\$115.00	\$85.00		
	<i>Total Labor Cost</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$5,980.00
	<i>Expenses</i>							\$46.00
	Project Total							\$6,026.00

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:00 p.m. on Monday, April 15, 2019. Mayor Knapp called the meeting to order at 7:05 p.m., followed by roll call and the Pledge of Allegiance.

The following City Council members were present:

- Mayor Knapp
- Council President Akervall
- Councilor Stevens
- Councilor Lehan
- Councilor West

Staff present included:

- Bryan Cosgrove, City Manager
- Jeanna Troha, Assistant City Manager
- Barbara Jacobson, City Attorney
- Kimberly Veliz, City Recorder
- Kerry Rappold, Natural Resources Manager
- Chris Neamtzu, Community Development Director
- Pat Duke, Library Director
- Miranda Bateschell, Planning Director
- Bill Evans, Communications, & Marketing Manager
- Zach Weigel, Capital Projects Engineering Manager
- Michele Marston, Program Coordinator
- Elli Work, Grants & Program Manager
- Sheilagh Griffin, Transportation Demand Management Technician
- Dan Carlson, Building Official

Motion to approve the order of the agenda.

Motion: Councilor Stevens moved to approve the order of the agenda and move the Wilsonville Boys Basketball proclamation to the Communications section of the agenda. Councilor Lehan seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Stevens	Yes
Councilor Lehan	Yes
Councilor West	Yes

COMMUNICATIONS

This item was moved to Communication when the order of the agenda was approved.

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

A. Wilsonville Boys Basketball Proclamation

Mayor Knapp announced the names of the players on the Wilsonville Boys Basketball Team and read the proclamation declaring April 15-21, 2019 as Wilsonville Wildcats Week. He presented the proclamation to the team.

City Manager Bryan Cosgrove recognized Jack Roach and Dakota Reaver, two Wilsonville boys who were named 5A Co-Players of the Year. He noted Coach Roach was also honored as the 5A Coach of the Year.

Mayor Knapp acknowledged the Girls Team, coached by Justin Duke, had a memorable year also. Coach Duke introduced several players and noted they had five members selected to the All-League team. The team finished with a 23-6 record, the second most wins in school history, and finished third in the state.

The Mayor and Council members handed out certificates and took a series of pictures with both teams.

B. TVF&R (Chief Duyck and Chief Weiss)

Chief Weiss, Tualatin Valley Fire and Rescue (TVF&R), updated Council on the significant number of TVF&R employees eligible for retirement over the next three years. The retirement of the Division Chief, Chief Financial Officer (CFO), and Chief Duyck this year provided the opportunity to restructure TVF&R. The North and South Operations Centers would be eliminated on July 1, 2019 and the new Governmental Affairs Division would interact with municipalities, public partners, and communities. As the organization grew, TVF&R wanted to continue its focus on the eleven cities and four counties it served and this structure would better position TVF&R to serve its partners in those communities.

Chief Weiss announced he would take over as the Fire Chief on July 1, 2019, adding he was nervous to follow in Chief Duyck's footsteps – a tall man with big shoes to fill, but the agency had good people to help guide him forward. Chief Duyck had a long list of accomplishments in his ten years as career, which included bringing the Pulse Point app to Oregon that was now used by other agencies statewide. The app notifies off duty firefighters of an event in their area, like a cardiac arrest, allowing them to respond and provide care more quickly, which was significant.

Chief Duyck noted TVF&R's Board of Directors engaged in an exhaustive process to vet the candidates and chose Chief Weiss to be the next Fire Chief. Chief Weiss had already proven his abilities and was a great leader with very good vision. The reorganization and some of the changes he has already moved into motion were sound and he had no doubt TVF&R would be proud of Chief Weiss' work. He thanked the City Council, City Manager and staff for being such great partners for him, adding it had truly been an honor to be the City's Fire Chief for nearly ten years and even serving with TVF&R since it was formed in 1989. He appreciated TVF&R's great partnership with the City of Wilsonville, noting many of his peers in the fire service all over the country and around the world were not as fortunate to have such great partnerships with their local governments.

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CITY COUNCIL MEETING MINUTES

Mayor Knapp agreed the cooperation the City had with TVF&R under Chief Duyck had been astounding and so beneficial to the community. He appreciated Chief Duyck's work as a member of the City's Urban Renewal Strategy Task Force and hoped Chief Weiss would continue in a similar role as a kind of interface between his department and the City. The community benefitted greatly from TVF&R's work, and he cited the collaboration on the Villebois sprinklering as one example. After losing a couple of kids in an apartment fire, the City's building official worked diligently with Chief Duyck to see that state codes were changed to require sprinklers in multi-family apartments. The City had been a fair amount of involvement with TVF&R over the years, which yielded better results than would have occurred absent dedicated people on both sides. He thanked Chief Duyck for that work, too.

City Manager Cosgrove expressed his appreciation for Chief Duyck's level of communication, professionalism, and cooperation, adding it was a blessing to work with somebody who was easy to work with and who communicated at a high level, and that emanated from the top. He offered Chief Duyck his thanks and congratulations.

C. Dolly Parton's Imagination Library

Jan Rippey and Hilly Alexander, Wilsonville Public Library Foundation members and Dolly Parton's Imagination Library Program Directors, presented the Imagination Library Program via PowerPoint. They described the book-gifting program funded by the Dollywood Foundation and sharing details about the Imagination Library in Wilsonville, its positive impacts on reading skills and standardized test scores, as well as the challenges involved in reaching eligible children not connected to the library. They sought the City Council's help in spreading the word about the Imagination Library and for ideas on how to reach families not connected to the library as library patrons hear about the program all the time.

Ms. Alexander and Ms. Rippey explained the Imagination Library Program starts when a baby is signed up at birth, and they would receive 60 books for their library by the time they turn five years old. Research showed those children would have a brighter future. Not all of the books were bilingual, though there had been an increase in bilingual books including board books, and books for babies up to four-year-olds. The only criteria for the Imagination Library were the age of the child and that they live in the service area.

Councilor Lehan believed it would be interesting to see how the program affected language for children and their parents getting books vocabulary books in two languages, to see if they were picking up the other language. It would be another avenue of research data to see. Ms. Rippey asked Councilor Lehan to contact her afterward, as she would love to discuss all kinds of research.

Councilor Akervall expressed her appreciation for their involvement in and support of the Imagination Library, noting there were many layers of benefits to the program. She related how her daughter, who was now eight and their family, had benefited from the Imagination Library. Her daughter's excitement about getting mail with her name on it became associated with books and with reading. It was powerful for a child to be able to say they had their own book. The program also introduced different types of literature and books into their house that they might not have picked out at the library. She asked how families indicate they want to sign up for

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

Spanish books, adding that Wilsonville had a dual language program. Many people spoke Spanish as their first language, but some families who speak English as a first language wanted their child to have an opportunity to learn Spanish.

Ms. Rippey explained the books were age appropriate, and children automatically received dual language titles by age two just by being a member of Imagination Library. The Imagination Library only had the dual language program for a little over two years and the feedback heard from mostly English-speaking parents was they were thrilled to be learning Spanish. Ideas were needed to reach out to the Spanish-speaking families more.

Councilor West believed opportunities like this were great for kids in more vulnerable populations, and making sure, they had access to quality literature, reading, and exposure to books was fantastic. He asked what happened if a child moved out of the district and was there any specific outreach to foster children within the library district. He asked if the program could go statewide and if it had gone statewide elsewhere.

Ms. Rippey explained children moving to another community with the Imagination Library Program were transferred directly to the new location and would get the next book in the next month at their new home. Unfortunately, if a child moved somewhere without the program, they drop from the program. The good news was they could always start a new Imagination Library. The Dollywood Foundation website included a listing of all the books that would be mailed over the next year. It was a great resource for parents who live in an area with no Imagination Library, so they could either order from Amazon or go to their local bookstore or library for the same books. There was an effort to expand the program statewide and Wilsonville had set a great example. In House Bill 2247A currently before the legislature, the Imagination Library Program was being considered as part of the Joint Committee on Student Success. A private foundation was offering to pay 50 percent for rural counties in Oregon to get the program started because so many of those children have less access than kids in Wilsonville. The bill has been voted out of committee and now they were just waiting. The Library's efforts to help get the Imagination Library started in about 23 counties were part of the reason Pat Duke was recognized as Librarian of the Year last year.

Councilor West asked about specific outreach to foster kids, who were one of the more vulnerable populations. He saw Ms. Alexander and Ms. Rippey at the capitol when he was advocating for foster kids, noting there was a lot of buzz around their Imagination Library Program table. He appreciated and supported their work to invest in the kids and Wilsonville's future and doing it through literature was fantastic. He wished them good luck with the bill and asked them to let him know any way he can help

Ms. Rippey said there was not a specific effort for foster kids specifically; it just depended on whether they lived in a community where the program is offered. She was a member of Community of Hope church which sponsored a camp for foster children in Clackamas County, and a couple of times, some of the books they have given to the kids that church works with were returned as undeliverable. They saw those kids about three times a year, and the intense work was during the summer. While there was not a push just for foster kids, every kid was important.

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Ms. Alexander explained families sign up by filling out a form in the brochure and dropping it off at the library or they can sign up online at ImaginationLibrary.com. She was happy to provide brochures for the Councilors to distribute. Councilor Stevens commented she saw lots of strollers when walking and running in the neighborhoods, and it would be great to hand them out.

Ms. Rippey added the books are shrink-wrapped and mailed directly to the children, who get so excited about seeing their own name. She noted Dolly Parton was a stickler for privacy and no names are sold or used for anything else. It is annoyingly secure for the library, but hopefully it was a feature that reassured parents who might be nervous about sharing their information.

City Manager Cosgrove noted the 44 percent market penetration seemed a significant number and asked how it compared to other communities. Ms. Alexander said when first starting the program, their goal was to enroll 100 percent of the children, but they learned from the Imagination Library's regional manager that they considered 60 percent full enrollment. They were actually around 60 percent at one time. However, because Wilsonville was growing, families move in, people have kids, etc., it was a moving target. It was a good problem to have, but 44 percent was just not good enough.

Mr. Cosgrove inquired about their cost and the effect of a ten percent increase in their budget. Ms. Alexander replied last year, the Foundation's cost for the books and the mailing was just under \$20,000, which was all paid by private donors and organizations that chip in. The program was incredibly efficient: twelve books mailed to a child cost just \$25 per child, per year. She could ask anybody if they could spare \$25 to support a child for an entire year. Ms. Rippey stated 94 percent of the \$20,000 budget was used for the Imagination Library Program. The Foundation also paid for brochures, newsletters and postage, and every year they held a little thank you event. With 100% volunteer work and being homed at the library there was no overhead. Every book was very inexpensive; in fact, the brochures cost 41 cents each while a book only cost \$2.10. The Dolly Parton Foundation provided a great deal.

Mr. Cosgrove acknowledged the work that Jan Rippey and Hilley Alexander did in the community and for the library, and invited them to the City's event tomorrow night held to honor its volunteers.

Ms. Alexander confirmed that with help from library staff, they regularly visit primary schools as well as preschools in the community.

Mayor Knapp noted many families in the church communities might not be regular library patrons. Ms. Rippey agreed they needed to penetrate that market more.

Mayor Knapp thanked the presenters for all their work, adding it was phenomenal that they had put 50,000 books into the Wilsonville community. He emphasized the need to be talking the Imagination Library Program and promoting the short- and long-term benefits to the community, adding it was so gratifying to have people making it happen in their community.

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Mr. Duke, Ms. Rippey, and Ms. Alexander thanked the Council for its time and suggestions, and noted they could keep the sample books, suggesting they donate them to a newborn in their area and get them started in the program.

CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS

Fariba Furughi and Ellie Furughi, Villebois residents and sisters, voiced their growing concerns about new developments at the center of Villebois. Planners were aiming to build 143 new apartments and retail spaces, with 70 percent as studio units and very little adequate parking space. Cars would have to move into the neighboring streets to find parking. The streets were already filled to capacity, and any additional parking would put huge pressure on current residents. The condensed living conditions that would be created would attract more traffic into the area, and increased traffic resulted in greater safety risks to children present in the community. They were also concerned about the level of crime that would be associated with any such densely populated area. They asked that these concerns be taken in consideration by the planners and by the Council.

Mayor Knapp asked if they have had a chance to meet with the City Planning Department and look at the overall Villebois concept and how it has been worked on over the last 12 or 14 years. Ms. Furughi replied she had opportunity to hear about the history of the development through her participation in Citizens Academy, but the rest of the residents they have been in contact with have not had that opportunity. She believed these were real concerns of the residents and they would like to make sure they have a say in what was happening.

Mayor Knapp asked if there might be an opportunity for concerned residents to sit down with people who have some good perspective and information. Mr. Cosgrove said he had received a few emails and he was encouraging people to reach out to the Planning Department specifically Chris Neamtzu, as he had a long history with the vision and the plan. Individual requests have been turned over to the planning department and he was sharing what information he could. He could address questions about what would happen to the apartment building that burned down based on the land use entitlements and what he knows about the landowner's intentions. The Vertical Housing issue had come to the Council in terms of a presentation and would be a land use issue would come back to a decision-making body where people would get notice and would be able to comment, so anyone within a certain number of feet would be able to testify at the DRB. He added he would be happy to organize a briefing for a homeowner's association (HOA), maybe do a mini-presentation in front of a group of residents.

Ms. Furughi believed that would be a great idea, noting she would communicate this to the neighbors they had been in contact with and see if they could set up a mutually convenient evening.

Mr. Cosgrove directed her to contact Chris Neamtzu in the Planning Department, adding that Communications and Marketing Manager Bill Evans could coordinate the briefing through the Public Affairs Office. He noted that if an application came forward, it would be held to the same parking standards as any multifamily project and all Code requirements would have to be met, which would be addressed during the land use application process.

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Ms. Furughi noted the traffic in Town Center and said she could not imagine what the traffic congestion would be if four- or five-story buildings were built in that neighborhood without any underground parking or other considerations for parking.

Mr. Cosgrove suggested she set up the meeting with the City Planners who know more about the City Codes and could probably answer most of her questions. Because parking standards for any multifamily development had to be met, onsite parking would be required for however many units they had. The retail planned for the buildings would mostly serve a local area and would not necessarily be a draw for people outside the neighborhood. No large-scale retail was planned.

Colleen Hamson, Wilsonville resident, provided handouts and spoke about the harm caused by the use of glyphosate-based formulas, like those found in Roundup. The harm these products were doing to the environment and to humans was no longer anecdotal it was factual. Exposure to these herbicides, even in what was considered safe amounts was proving to be toxic. Although glyphosate formulas were legal across the U.S., globally they were being banned at a rapid pace. Parks, city landscape, and communal areas were sprayed several times a year, and studies show that the herbicide spray drift has been found to go as far as two miles, with the highest concentration being at least a mile away. According to MIT researchers, glyphosate was most probably a pathway to modern diseases such as autism, MS, inflammatory bowel disease (IBD), and cancer. She had two children diagnosed within a year of each other with life-threatening IBD, and a granddaughter with non-verbal autism. She acknowledged the rise in these diseases could be from a myriad of reasons, however if they look at the USDA graphs provided in the handout, the correlation between glyphosate introduction in the 1990's and the rise in the disease was astounding. A gardener in California diagnosed with non-Hodgkin's Lymphoma was just awarded \$289 million in a lawsuit against Monsanto, the maker of glyphosate, for intentionally concealing the health risks of its Roundup products, and many other lawsuits were on the dockets. According to studies, glyphosate was also destructive to soil microbiome. It depletes the minerals within the soil over time, which affects surrounding plants and lawn beds. Alternatives would save money, and were safe and effective. She asserted this was not a small problem that only affected a few people; it was affecting everyone. She emphasized the facts were there: they could create beautiful landscapes without chemicals. This was the future, and our children are worth it.

Mayor Knapp responded Council has had discussions on a policy to restrict or limit its use.

Mr. Cosgrove noted the City just adopted a Pest Management Program that he would be happy to share, noting the City used very little glyphosate. Ms. Hamson interjected clinical studies had been proven it to be harmful even in small amounts. Mr. Cosgrove said he would be happy to meet with Ms. Hamson, or have staff meet with her initially, and she could come back to talk to Council after that conversation, if she wished. He directed her to Natural Resources Manager Kerry Rappold to set up a meeting,

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MAYOR'S BUSINESS

A. Building Safety Month 2019 Proclamation

Dan Carlson, Building Official, noted the proclamation was an important element for continuing the City's outreach efforts to Wilsonville citizens in promoting building safety and encouraging efforts to improve their built environment and the overall safety in the spaces where citizens live, work, and play. He highlighted the weekly themes and activities the Building Division would engage in during the month, noting many individuals involved in the development process. He also acknowledged the City Councilors' efforts as leaders and decision makers, adding he appreciated the time they took to listen and thoughtfully try to understand what were sometimes extremely complex technical issues. He thanked Council for proclaiming May 2019 as Building Safety Month and he looked forward to sharing more as the month went along.

Councilor Lehan asked if Staff's outreach included the high schools. Mr. Carlson clarified they did not do outreach in the schools yet; however, it was part of the longer term, strategic plan for outreach and some staff members were very interested in doing so.

Councilor Lehan said it would seem any construction going on at a school would be an opportunity to have a few kids along on the inspection to see what was done when inspecting or comparing a plan, because most high school kids did not think of this as a career opportunity. It was a very intriguing career and she believed it would be interesting for high school students.

Mayor Knapp read the proclamation into the record.

B. Bike Month 2019 Proclamation

Sheilagh Griffin, Transportation Demand Management Technician, SMART, stated she recently joined she SMART staff and that her work involved encouraging people to get out of single-occupancy vehicles and seek other ways to travel. She highlighted several projects related to bike lane upgrades, noting the bikes lanes on Tooze Road were recently completed, providing a continuous bike lane from Boeckman to Grahams Ferry Road, and that more bike lanes were planned this summer for nearby Frog Pond to Stafford Meadows; and Villebois would be adding a bike-pedestrian multi-use path. She reviewed several upcoming summer activities and events celebrating biking in the city. She thanked the Mayor and City Council for proclaiming May as Bike Month.

The Mayor read the proclamation declaring May 2019 as Bike Month and presented a proclamation to staff.

C. Earth Day Proclamation

Kerry Rappold, Natural Resources Manager, stated he believed every day was Earth Day, not just one day, or one month, but the whole year was to celebrate the Earth. As the 49th anniversary of Earth Day, it was an opportunity for everyone to engage and think about what the planet meant to them, what they really appreciated about it and, hopefully, what they could provide to

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it. He highlighted the Arbor Day and City's Annual Work Day events and concluded by showing slides picturing the natural and scenic beauty of Oregon.

The Mayor read the proclamation declaring April 22, 2019 as Earth Day.

D. Upcoming Meetings

Mayor Knapp deferred announcing upcoming meetings to another time since many were already mentioned.

COUNCILOR COMMENTS

A. Council President Akervall

Reported she met with Phil Gately, a TVF&R captain at Station 52, to discuss opportunities to engage with the community when not responding to an emergency, so relationships could be built in a positive association or occurrence as well. They talked about different community events the station could be involved in, possibly something with the Lowrie school and making space to share information on emergency preparedness and safety, emergency information for families, how to build a safety plan, etc. It was a good meeting and there would be more to come from that discussion. She noted the giant eggs that Parks and Rec had been hiding every Friday at 5 p.m. in one of the city parks over the last couple of weeks that were full of goodies. The department posts a clue on social media about where the egg was hidden, along with a picture. It was a clever, fun activity that encouraged people of all ages to get out into the parks and explore. The last egg hiding was planned for this Friday.

B. Councilor Stevens

Stated she and Mayor Knapp attended the Metro Community Enhancement Committee, which included citizens and Metro Councilor Craig Dirksen, that allocated funding for City enhancement projects through a Metro program that collected tipping fees, generating anywhere from \$75,000 to \$90,000 a year for the programs. The Committee met twice last week and unanimously approved funding for projects that would be on the Council's agenda for approval in the near future. It was an engaged committee and they had thoughtful questions for the applicants. The following projects cost about \$90,000 and were completely funded by the program:

- Adding flashing lights where the pedestrian walkway from the Willamette Way area to Graham Oaks Park crossed Wilsonville Road on the west side of town near Graham Oaks Park. A speed sign would also be installed where the 45 mph county road comes into town. This project was already underway.
- Hanging flower baskets over by the bus station to celebrate SMART's 30th Anniversary. The baskets were from a local nursery and would spruce up the area where there was a lot of concrete.

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- Purchasing software for the historical archives at the library. The archives were organized by an archivist last year and would be put into a database. This would allow for searches of the approximately 6,000 items in the archive, of which about 3,000 were photographs in the History collection at the library.
- Funding for a stormwater education program and curriculum Natural Resources Manager Kerry Rappold would do at Boones Ferry Primary to work out in the field with students of all grades on stormwater management.
- A Street Tree Infill Project to fill in the gaps identified in the database from the street tree inventory done a few years ago. Public Works would work with Friends of Trees, neighborhoods, HOA's, and community groups to plant more trees in people's yards or along the streets.
- Lighting for Beauty and the Bridge. While the money had been earmarked, further discussions had been required with ODOT about its land and structures on the freeway. The idea was to light the I-5 underpass to better see the wonderful tiles of all the animals and flowers created by the students and to make the underpass a little safer.

She noted details about all the events that were ramping up for summer were available online. She noted the upcoming Bulky Waste Day, Metro's Hazardous Waste Day, and Document Shredding Day.

C. Councilor Lehan

Ms. Lehan said she did not believe it was SMART's 30-Year Anniversary because the first two or three years, it was called WART and it was just a van not a bus. She provided details about the State Heritage Tree dedication on 2 p.m. Friday, April 26, 2019, at Memorial Park would provide an opportunity to see up close the Rainbow B, a vintage 1937 towboat owned by the Bernerts. It has worked the Willamette River since 1937 and was soon to be retired.

D. Councilor West

Noted two big events he was excited about that would be great for the community as it recovered from the fire.

- The general manager of McMenamins would hold a special on April 23, 2019 from 5 p.m. to 11 p.m. where half of all proceeds would go to towards the Fire Relief Fund, which was now eclipsing \$30,000 and higher to bring immediate and future relief to those in crisis in the community. A board had been quickly formed to ensure the funds were distributed ethically and transparently. Local group Whiskey Derby was performing and hopefully they will have a packed house. Various news stations were all promoting the event.
- The Rotary Club would host a breakfast-themed dinner event at Lowrie because they expected it to be packed. It is going to be a thank you and community event that is free for everyone to come to, but it is also a fundraiser. Relief Fund Board Members were working with Rotary to get that event scheduled for May 9, 2019.

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The Relief Fund Board was excited about and had been working tirelessly to make these two community events happen. They were proud to be cutting the first checks to people in the community today. They were happy and honored to see how the community had galvanized because that was who they were and it had been amazing.

He had been invited to the City Club of Portland and sit with Governor Ted Kulongoski on the Public Employees Retirement System (PERS) solution issues. One big topic that came up was the larger effect on municipalities in the future to meet their basic service needs given this looming PERS crisis. Governor Brown just came out with her new plan this week, which dealt with the K-12 part of it, but local governments and municipalities were still in a lurch right now. He was still working with PERS Solution, who was meeting with a number of municipalities tonight across the state. He looked forward to sharing what they learned there with the rest of the Council to develop a strategy on how to deal with that looming crisis.

CONSENT AGENDA

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

A. Resolution No. 2731

A Resolution Of The City Of Wilsonville To Accept A Land Donation Of Approximately 31 Forested Acres In The Parkway Woods Business Park.

B. Resolution No. 2737

A Resolution Of The City Of Wilsonville Adopting An Intergovernmental Agreement With Clackamas County To Support The Work Of The Willamette Falls Locks Commission.

Motion: Councilor Lehan moved to approve the Consent Agenda. Councilor West seconded the motion.

Vote: Motion carried 5 - 0.

SUMMARY OF VOTES

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Stevens	Yes
Councilor Lehan	Yes
Councilor West	Yes

City Manager Cosgrove clarified that on Resolution No. 2731 regarding the land donation, the Staff report stated there was no financial impact, but the assessor’s estimate was that the City would forego about \$3,500 a year, and the total for all taxing districts was \$32,000 per year. Therefore, there was some minor financial impact to everyone.

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PUBLIC HEARINGS

A. **Ordinance No. 835** – 1st Reading

An Ordinance Of The City Of Wilsonville Adopting The Wilsonville Town Center Plan As A Sub-Element Of The Comprehensive Plan And Amending The Text Of The Wilsonville Comprehensive Plan, Comprehensive Plan Map, Zoning Map, And Development Code.

Ms. Jacobson read the title of Ordinance No. 835 into the record on first reading.

Mayor Knapp provided the public hearing format and opened the public hearing at 8:48 p.m.

Planning Director Miranda Bateschell and Capital Projects Engineering Manager Zach Weigel, along with consultants Alex Dupey and Molly Cooney-Mesker from MIG, Inc. presented the Town Center Plan via PowerPoint.

Ms. Bateschell noted the packet materials included three exhibits, and an errata sheet outlining minor, non-substantive amendments for clarity purposes. She noted the project's Task Force was a critical part of the team, adding she was proud of their hard work, for staying true to the community's input, and for their help in working through the project details. She also noted the Planning Commission's diligence and thoughtfulness, particularly around the details of the Development Code, and she recognized many division partners within the City who were part of the team that pulled the plan together. She believed this was a truly visionary plan, driven by the community and its values.

Councilor Stevens asked about the level of engagement by the current property owners. Ms. Bateschell acknowledged that it varied. Throughout the project, the team solicited the participation of property owners in Town Center. The team had solicited participation on the Task Force, sending information to every business and property owner in Town Center and number of them participated on the Task Force. Many could not participate regularly on the Task Force and some were not located locally, so they had been trying to meet at least once every six months by phone or in person to provide updates and get their input and concerns as they went through the planning process. It was an ongoing dialogue, particularly as they started to adopt the plan and there was interest and opinions about what it meant for their property.

Mayor Knapp asked if this effort was putting the City closer to cutting edge. What were most other cities doing or not doing, was is Wilsonville pushing the envelope or were they catching up from behind. He wondered what the team's perception was of this concept.

Alex Dupey said they have worked in a number of jurisdictions across the country and one of the biggest challenges was projects like Town Center, where existing development had to be addressed while also having a vision for a type of land use that might be different from what currently existed. That was something they have been working with throughout this process, to be able to engage as many businesses and community members to find a particular balance between what existed now versus over the next 20 years. This was being seen in many jurisdictions, and not just in Oregon, but in Washington, Boise, all over the country where the

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suburban land use development pattern contrasted with a changing demographic that was not necessarily looking at having the same type of development pattern. From an innovative standpoint, this was a bold vision. From a city and jurisdiction standpoint, Wilsonville was dealing with issues that were very similar to other jurisdictions with similar development patterns that were trying to change to the best of their ability – to be competitive with each other, for residents and for future businesses. They were all looking for walkability, especially employers because that was what their employees wanted. Therefore, it was bold, but it was not unusual for what they were seeing in other jurisdictions.

Councilor West said one thing he heard amongst his peers in the community was the lack of diversity, not only culture, in restaurants and things like that. People often feel they have to drive into Portland to go Le Pigeon or Ox or even places like Las Primas or the more cheap eats that provide such quality and artistry in their community. People feel like that was one little missing nugget. He asked if this would draw more of that type of industry beyond just chains or box stores, maybe some diversity in the business community. And if so, specifically why did they think it would make them look more vibrant in that way.

Mr. Dupey noted one of the earliest pieces they started with on this plan was a market assessment of whether there was a demand for more restaurants or more demand for specific services. Bob Gibbs, an internationally recognized market analyst, studied the market and confirmed there was a demand for those types of restaurants. First, a lot of employees were coming from Portland, Tigard and other places to work in Wilsonville, and there were few options for that type of dining, so there was opportunity just from a market standpoint. The Portland examples locate where there was a vibe. Town Center did not quite have that yet, but that was what Wilsonville residents were looking for. He believed that was where the Town Center Plan was trying to go, to create a space that was of interest to those types of businesses. More importantly was to think about Wilsonville's local businesses and the opportunities they would bring. There were already some great local restaurants in Town Center, and so how could they be supported to stay where they are, but also create that catalyst to begin attracting other smaller businesses that provide great service and a great amenity.

Mayor Knapp said another concern he had heard regarded the fact that the regular automobile mall was passing by and doing nothing over the next 20 years with what existed now would almost guarantee the city would lose vibrancy; lost to other places working to accommodate the more current demand and re-envision themselves. He asked if those were accurate perceptions.

Mr. Dupey agreed those as accurate perceptions, adding that a number of jurisdictions were trying to capture a market that was both young and old. Millennials were looking for the same things as retirees, including walkability and ease of access to the outdoors or services. In addition, if not provided, those folks would find a place, whether in Wilsonville or somewhere else. Town Center would be that place for Wilsonville. It would provide that walkability and that market, and having housing being a part of it was critical. That was what drove those services and those varied options. If nothing was done, Town Center could look the same way in 20 years and other places around Wilsonville would grow.

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Ms. Bateschell noted the trend being reported back from the market side was that shopping center owners in other cities had to diversify their portfolio. Those shopping centers had to change, redevelop, and add these additional uses because the retail world was shifting so much.

Mayor Knapp called for public testimony.

Garrett Stephenson, 1211 SW 5th Ave, Suite 1900, Portland, OR, 97204, said he was representing Doris Margery and Rose Dunn Trust, which owned the property Shari's was located on at Town Center Loop W. and Park Place. Trustee John Dunn was present, and he had participated in the Task Force initially when the Town Center Plan was first getting. They were supportive of the Plan as a general matter and of the land use changes, in particular the idea of bringing in more mixed-use and density. His client recognized the importance of additional opportunities for walking, biking, and multi-modal transportation, which was par for the course in the Portland Metro area. The only reason they were there testifying tonight, other than to provide lauding of the Plan, was to make sure the Council had its eye out for protect existing business. These folks had been there for a long time, not just Shari's, but many other businesses that might not be as interesting as what the City wanted to see located there, or perhaps that was the perception. It was important to look out for the folks that had kept the home fires burning in the existing Town Center for the last 30 or 40 years, and Shari's was just one of those.

- He noted that two issues in the Plan related to specific elements of the transportation changes anticipated. These related to two main priorities that make a restaurant like Shari's work: visibility and access. They were concerned that these two transportation elements would negatively affect those priorities, if they were to happen extremely quickly and without some good, thoughtful planning.
 - The first was the proposal to eliminate the left turn movements on Town Center Loop W. They guessed most of their customers were coming in by making a left turn from Wilsonville Road and heading directly to the Shari's because they could see it. On page 10 of the DKS alternatives report, it was noted that basically it would prevent that turning movement. The other proposal was converting Park Place, which was the other potential access route to the restaurant. Converting that small section of Park Place into a multi-use path would prevent easy access if coming in from Wilsonville Road, but it would also prevent them from having a direct route to the restaurant if someone was trying to get there from the new central Town Center road, the Main Street,.
 - They wanted to bring those two very practical things to the attention of the Council. They did not desire to get in the way of this great plan or the City's progress, but they wanted to ensure Council understood the potential impacts regarding those two issues. He asserted their goal was to ensure the viability of the business through the economic life of the building, and they would never arrogate themselves to say they have to stop the entire plan for that time, but they would encourage Council to do one or two things, or perhaps both things.
- There is a modest request that the signal changes and the immediate conversion to a bike-pedestrian plan for Park Place be deferred for 7 to 10 years. Based on the development schedule, their consultants said that might not be a big deal anyway. If Council moved forward aggressively with this, they would like to have a chance to work out a specific development program for timing these improvements to make sure that, though Shari's may not be there forever, that it remains a viable business.

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- In conclusion, he encouraged them all to support the current landowners and businesses because these were the folks that would make the hard decisions that ultimately implement the Plan and see these land use transportation changes.

Mayor Knapp requested that staff and consultants return for rebuttal to the speaker's comments.

Ms. Bateschell recalled a conversation the team had with Council over a year ago about the transportation network, the proposed changes, and what the different alternatives were in the community design concepts and the related traffic analyses. There was dialogue at Council about how the different properties throughout the Town Center would be accessed if they did essentially see the extension of the Main Street, additional roads, and local streets being built, as well as the modifications to the Wilsonville Road intersections. This was something they were very mindful about when they went through that process; considering the overall pros and cons of the options in the network and trying to figure out what those meant for the system. The team could walk the Council through all the different benefits they saw from those changes.

- On the second issue related to the Park Place promenade, it was not an immediate project, but a mid- to long-term project, and was outlined in the Plan as something that would happen after all the other transportation improvements were made. Park Place was not a road they could modify into until the Main Street was constructed, the Wilsonville Road intersection improvements were done, and the Courtside extensions were completed. In addition, it was not outlined as a framework project that would really be pushed forward by the City as an immediate or high-priority project, but one that would occur alongside private development. Therefore, with regard to the issue outlined by Mr. Stephenson, there was not an immediate plan to construct that promenade and it was likely beyond the ten-year period.

Zach Weigel, Capital Projects Engineering Manager, added that one of the challenging issues with Town Center, if they look at the existing traffic conditions, was that about two-thirds of the traffic going through Town Center use Town Center Loop W. Going forward, with or without this Plan, it was not sustainable long-term for growth in the region to keep occurring and that intersection to not fail. What they looked at was the need for the extension of the Main Street and for certain improvements at each of the intersections to make that Main Street intersection work. One of those improvements was to remove the left turn lanes at Town Center Loop W. and redistribute that traffic at the Main Street and at Town Center Loop E. to distribute the traffic moving through Town Center and make those intersections work more efficiently. One of the added benefits was that they would be able to meet all of the City's operating standards at those intersections, and add multi-modal improvements to Town Center Loop W., including bike lanes and better pedestrian facilities that did not exist currently. One thing Staff heard a lot through this planning process was that people were not comfortable crossing Wilsonville Road at that intersection. These improvements would help make it a lot safer.

Mayor Knapp asked if drivers could turn left at that first intersection how could they get to the Shari's restaurant. Would the City provide a reasonable access to the existing businesses to enable them to still succeed even while these other changes occurred over a period of years?

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Mr. Weigel reminded that the Plan had a lot more internal connectivity between the local roadways, so they would not envision making that change until the Main Street was extended and people could turn left there and be able to use the internal roadway connections to get to Shari's.

Ms. Bateschell said the primary path would be to turn left at the new Main Street, which would only be about an eighth of a mile or less between the existing Town Center Loop W. and, depending on how development built out, another local road; they could use to connect to that property.

Mayor Knapp invited additional speakers, seeing none he closed the public hearing at 9:26 p.m.

Motion: Councilor Stevens moved to approve Ordinance No. 835 on first reading with the inclusion of the Attachment 2 errata sheet providing minor changes to the Town Center Plan. Councilor Akervall seconded the motion.

Councilor Stevens acknowledged the Planning Commission for its work on the Town Center Plan, having put in countless hours reviewing and re-reviewing the Plan. She was always heartened to see a unanimous decision, as she knew they worked out many of the details and dug deep, taking all the information from all the community members and businesses that were gathered to come up with a great plan. She appreciated all they did for the community

Council President Akervall agreed with Councilor Stevens comments and those made earlier in appreciation for the Task Force. She recognized it was not just the Task Force, as many community members put a lot of time and energy into this as well. The real strength of this Plan was having had so many people involved. It was not developed with a singular lens of what Town Center could be; it was developed and birthed from many different roles and interactions in this space. She also appreciated hearing the comments tonight and hoped to continue having that kind of dialogue and investment by all parties in this space as would make it something special. She recalled some conversations in the Task Force about how clear were the traffic patterns now if they wanted to get to a particular point in Town Center. It was sometimes hard to know what the most direct way would be. It was one thing to look at it on a map and say which street was fastest. She has lived in Wilsonville for ten years and still drove a different way to the post office every time. It was important to have a clear plan because nobody wanted intersections that were gummed up where it was a bear to get in and out of a specific area. People were paying attention to traffic issues and want traffic to flow well in that area so people could access those businesses, and the vibrancy of the commercial area there was fed by having efficient traffic flows. More people were moving to Wilsonville and Portland every day and time changes landscapes, so how could the City be proactive in working with that? She appreciated the work that had gone into the planning and called on them all to keep at it as changes happen over time because it was going to take continued energy, involvement, and investment to make this a special place in the future. She thanked everyone for their involvement and their continuing work. She was excited to see what is to come in this area.

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Councilor West stated that he wanted to make sure Shari's stayed vibrant as he patronized the business often. Shari's business model being located right off the freeway, open 24 hours, and with easy access helped its success and Shari's was a great partner to the community. With massive change like this, so many different businesses, perspectives, ideas, and agendas had to be accommodated. He noted how smoothly the community had been able to walk that tightrope to get where it was today and create something so cutting edge, as the Mayor referenced. It was a testament to how they worked as a community. Going forth, he wondered if there was a process where they could tweak something or collaborate to make sure this good business was taken care of at its location, because that was where they needed to be as a viable as a business. Shari's had been a great business and was in a great location to remain viable. Everyone was very impressed how the City had been able to roll out Town Center and how far it had come; what had been planned and where it was coming from was amazing. He commended the project team for doing an awesome job, but wanted to see what could be done to tweak that access point.

Councilor Lehan said it was an issue throughout Town Center, and she believed the City had made a lot of effort from the beginning, two years ago, for a lot of the existing businesses, most of whom did not own the land they were on. She had spoken up early on about the international flavor, especially of the Shenandoah Square, where there were Thai, Japanese, and Mexican restaurants, and a Mexican market right in a tiny area. Those were family-owned businesses there who, in most cases, did not own the building. They were the most vulnerable tenants. As seen in Lloyd Center, where they lost almost everyone; the little businesses could not hang on when Lloyd Center did its major remodel, which was a demonstration of what could happen when cities did not pay attention to their existing land and business owners as well as the tenants of the buildings—but they had to change Town Center. Bob Gibbs recognized 15 years ago when Town Center was pretty new that it was in trouble then, compared to Village at Main or even Fred Meyers, which was not even under construction yet. Nevertheless, because of the way it was laid out, because it was so auto-centric, the first thing he said then was that more rooftops, more dwelling units, and/or more office space were needed. More people were needed because the businesses were too spread out. Even then, he believed Town Center had serious limitations without change. Now, they were further down the road and there was much more consensus that it needed to adapt and move in that direction.

- Many parts of Town Center depended on other parts, so it was a matter of the timing as Ms. Bateschell explained. The intersection change was not going to happen until the internal piece was ready. All those things would happen as they happen and it might take 20 years. She believed it would be dangerous to say they were not going to change this intersection or put that road there, because all those parts would move along as they moved along. She believed this was the best vision the City could come up with now. The City had to watch out for its existing businesses, and the Plan would adapt as they went along, but she would not do anything to stop or inject into the vision. Everyone knew that intersection, that left turn, was failing now and it would fail completely very soon, and if anyone wanted to see failure, try to get in and out of Cabela's. She would go to a number of places more often if the extra half hour were not required to get in and out of Bridgeport Village. Wilsonville had to look around at other communities, which was what they had been doing. Did they want to look more like downtown Lake Oswego or Bridgeport? They were able to look around and ask, what was Wilsonville's vision? She believed this was a vision that could ultimately be better than all of those and unique to Wilsonville. She believed the City had to go with the Town Center Plan.

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- It had been through a lot of work by community members, business owners, and the Planning Commission, so she would not second-guess it at this point so long as they continued to remind everybody going forward that Council wanted to watch out for the city's existing businesses to make sure they were able to come through the transitions.

Mr. Cosgrove noted that was a message Staff could send to the Economic Development Manager as well, as the City moved forward with implementation.

Mayor Knapp said he did not disagree with anything heard from the dais; all those considerations were important. It was certainly his intent that the City's existing businesses continued to have a pathway to success. Part of the intent in the end was to give them a better chance of success than they had today under the old existing model. Yes, it was critical that staff worked with each individual step as the Plan came forward to figure out the timing. If one thing was going to change, what else did that mean? Did the City need to accommodate some other piece to make it work? Council needed to be thoughtful about how the pieces went together. It was a puzzle they would have to put together one piece at a time and figure out how to make each piece as successful as possible. He concurred there was nothing appropriate to tweak today, only to acknowledge the complexity of what was proposed going forward and make a commitment to the community, including the businesses, that the City was going to work to make everybody successful in the best way possible. Change was scary sometimes and they were doing something they envisioned, but could not quite see yet. He believed Wilsonville could do this. Staff had the skills and the City had strong indications from the private sector that there was interest in moving this Plan forward. As Councilor Lehan stated, Wilsonville had the potential to make something unique and in some ways, more desirable than that found in some neighboring communities. He was enthusiastic about the commitment to make that happen given the huge upside prospects of this Plan. Not to discount the complexity and difficulty of making it happen, but to recognize it was worth the effort, the work, and the investment to make the Plan happen and have a more vibrant community, more business opportunities, more successful opportunities, and build a community where people wanted to be and that attracted people; thereby making businesses more successful and growing the community. He believed the City was on the right track, that it was a matter of just opening the door and understanding that this was not the end, but the beginning, and then figuring out how the next piece worked, and then how the next piece after that worked, and how the City would accommodate all the needs. That was what they needed to do.

Councilor Lehan added Town Center would continue to be adapted as they went on, as it had before. No one would believe how controversial it was when they split the apple. The original planners really did not want it split. Town Center was supposed to have a lake originally, like Tualatin, and they did not want that road up the middle. It was never as first envisioned, and this would probably never be either. It would be something like this, but the City was trying to move it in a better direction than it was now and it would always keep evolving as it went.

Vote: Motion carried 5-0.

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SUMMARY OF VOTES

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Stevens	Yes
Councilor Lehan	Yes
Councilor West	Yes

CONTINUING BUSINESS

A. Ordinance No. 834 – 2nd Reading

An Ordinance Of The City Of Wilsonville Approving Comprehensive Plan Text And Map Amendments And Transportation System Plan Amendments Related To The Basalt Creek Concept Plan And Approving A Comprehensive Plan Map Amendment Related To The Coffee Creek Master Plan.

Ms. Jacobson read the title of Ordinance No. 834 into the record for second reading.

Mayor Knapp asked about the structure of the Areas of Special Concern and the effect of the wording as it seemed a little ambiguous.

Miranda Bateschell, Planning Director, said the question that came in today was regarding the two different exhibits to the ordinance. The first was the implementation measure language being added to the Comprehensive Plan, but a description was also being provided for Areas of Special Concern M and N. When staff knew a concept plan would be done, a description of the things known about the area was provided, as well as how to plan for it in the future, which essentially set the stage for master planning, providing zoning code language, Comprehensive Plan designations, etc. later. Within the Comprehensive Plan text amendments, those two Areas of Special Concern, the Basalt Creek Planning Area and the West Railroad Planning Area were added to the Comprehensive Plan language. The question that came in regarded the DKS memo, which was Exhibit B to Ordinance No. 834, and on Page 6 of 8, there was a description of a map change. The Transportation System Plan had a map of the southwest quadrant of the city, and one of the projects shown was the Brown Road alignment. At the time the map was last updated, it provided two options for that alignment, and it was noted in a little callout box stating, “Areas of Special Concern.” The exact same language was used even though it was not referring to the same thing; it was just a special note to identify the fact that there were two potential alignments and that an alignment would need to be chosen. What was being proposed for Figure 55 on Page 6 of 8 was to remove that callout text box for that project because the alignment was chosen by City Council and adopted a year or two ago. The amendment would remove the alignment for the Bailey Street connection for Project RE-04B, Brown Road Extension, which was how it was described on Page 6 of 8. She confirmed it did not relate to removing the just drafted Areas of Special Concern M or N.

Motion: Councilor West moved to approve Ordinance No. 834 on second reading. Councilor Lehan seconded the motion.

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Mayor Knapp called for a roll call vote.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Stevens	Yes
Councilor Lehan	Yes
Councilor West	Yes

CITY MANAGER'S BUSINESS

City Manager Cosgrove expressed his appreciation to his staff for all their hard work on the recent Villebois fire, which occurred while he was away on vacation. He specifically thanked Assistant City Manager Troha for her leadership, Martin Montalvo from Public Works, and Dan Carlson from the Building Department. Even though they were not the first responders for the incident, they certainly provided support to the first responders, by doing a lot of evaluations of the impacts to the City's infrastructure and coordinating with insurance carriers. Ms. Troha's idea to convene a town hall for the Villebois community was a great idea, and he believed that Villebois residents appreciated the structure.

Mayor Knapp stated the Council certainly agreed. He commended staff for the extra work, adding the entire staff was on top of things from the minute they became aware, and it was great to have that kind of coordination and see the cooperation and professionalism that was exhibited.

LEGAL BUSINESS

No Report.

ADJOURN

Mayor Knapp adjourned the meeting at 9:53 p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Tim Knapp, Mayor

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A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:00 p.m. on Monday, September 21, 2020. Mayor Knapp called the meeting to order at 7:08 p.m., followed by roll call and the Pledge of Allegiance.

The following City Council members were present:

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

Staff present included:

Bryan Cosgrove, City Manager
Jeanna Troha, Assistant City Manager
Barbara Jacobson, City Attorney
Kimberly Veliz, City Recorder
Dan Pauly, Planning Manager
Beth Wolf, Systems Analyst
Andy Stone, IT Director
Cindy Luxhoj, Associate Planner
Keith Katko, Assistant Finance Director
Zach Weigel, Capital Projects Engineering Manager
Ryan Adams, Assistant City Attorney

Motion to approve the order of the agenda.

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

Vote: Motion carried 4-0.

SUMMARY OF VOTES

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

MAYOR'S BUSINESS

A. Upcoming Meetings

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

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COMMUNICATIONS

A. None.

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.

Andrew Engel, asked Council to help those facing eviction due to the pandemic, find needed resources. Mr. Engel urged Council to put together resources to study and understand how many Wilsonville residents are at risk of eviction due to the crisis. He further requested Council fulfill the liaison role in an expedited manner to provide Wilsonville residents with necessary information and connections to community resources.

Garet Prior discussed moving forward on the equity committee. Mr. Prior recalled on June 15, 2020 Council approved the Equitable Housing Strategic Plan and at that time called for an equity committee. Mr. Prior mentioned that there are five key items to create such a committee, which includes 1) scope 2) group diversity 3) decision-making power 4) management structure and 5) resources. He also, shared he would like this item to be scheduled on the October or November Council agenda.

City Manager Cosgrove reported staff is researching best practices for creating a diversity, equity, and inclusion (DEI) committee. Furthermore, staff is contacting other Oregon cities to learn more about their DEI committees. Mr. Cosgrove shared before staff makes a recommendation they desire to have a community conversation. Mr. Cosgrove anticipates the community conversation will occur fourth quarter of 2020 or first quarter of 2021.

City Manager Cosgrove stated there are many things that need to be done by the City in terms of diversity, equity, and inclusion. He feels a more centralized approach is necessary and an umbrella committee should be formed in order to touch on all issues.

Mr. Cosgrove reminded Council the City of Wilsonville has provided Wilsonville Community Sharing with resources to help community members in need. Mr. Cosgrove shared that staff will continue to push out information about resources once it is available. He will also talk with staff to see if additional outreach can be done. Mr. Cosgrove explained the City website is constantly updated with information regarding available resources for those in need of assistance.

Lastly, Mr. Cosgrove announced he received Mr. Prior's input and will incorporate the information provided into the City's research.

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

COUNCILOR COMMENTS

A. Council President Akervall

Councilor Akervall reported the following:

- Attended the Clackamas County Workforce Partnership event.
- Tuned into the League of Oregon Cities (LOC) statewide call.
- Plans to participate in upcoming Willamette Intake Facilities (WIF) call.
- Informed the school district made changes to the delivery of school meals.

B. Councilor West

Gave a shout out to Dr. Laura La Joie of Joy of Life Chiropractic, John Budiao, Wilsonville high school students and Frog Pond Farms all of whom assisted those in need due to the wildfires. Councilor West shared that he is proud of Wilsonville citizens and gave residents kudos for having big hearts.

C. Councilor Linville

Reported the French Prairie Forum was canceled. The next meeting is planned for October 12, 2020.

Ms. Linville then followed up on the comments provided by Mr. Engel during citizens input.

Ms. Linville detailed the governor extended the foreclosure moratorium until December 31, 2020. However, did not do anything about renters because on September 4, 2020 the Centers for Disease Control and Prevention (CDC) extended the moratorium on evictions. Ms. Linville stated the extension was published in the in the federal register guidelines. Additionally, in the publication, there is a form tenants, lessees, and residents of residential properties can use to negotiate an agreement with their landlords to stop eviction. This process does not relieve renters of their responsibility to pay rent. However, it does allow them to make an agreement. Ms. Linville desires for the City to make this information available for the public.

She then appreciated City Manager Cosgrove for the work he is doing with the community around diversity, equity, and inclusion. Ms. Linville re-emphasized during a June 2020, Council meeting when the Equitable Housing Strategic Plan was approved there was also a motion approved for City leadership to look at various DEI models that relate to housing. Ms. Linville wishes to keep this work out in the front. She agrees with City Manager Cosgrove on having an overarching committee. To ensure, work is not done in a silo but rather looked at in a larger context.

Mr. Cosgrove will request staff member Bill Evans to reach out directly to Councilor Linville to discuss what can be done in terms of outreach and coordination with Wilsonville Community Sharing regarding the extension forms for renters.

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

CONSENT AGENDA

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

A. Resolution No. 2836

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Contract With Northstar Electrical Contractors, Inc. To Construct CIP 4722 - LED Street Light Conversion – Phase 1 Project.

B. Resolution No. 2850

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Amend An Existing Personal Services Agreement Contract With Murraysmith Associates For The Design And Construction Oversight Of CIP# 4722 Led Street Light Conversion Phase 1 Project.

C. Resolution No. 2845

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Personal Services Agreement Contract With Tetra Tech For Development Of The City’s Water System Risk And Resilience Assessment And Emergency Response Plan As Required By The America’s Water Infrastructure Act Of 2018.

D. Resolution No. 2846

A Resolution Of The City Of Wilsonville Authorizing The Sole Source Selection Of The Backyard Habitat Certification Program For FY 2020-2021 Through FY 2022-2023.

E. Resolution No. 2847

A Resolution Of The City Of Wilsonville Authorizing The Sole Source Selection Of Friends Of Trees For FY 2020-2021 Through FY 2022-2023.

F. Minutes of the May 6, 2019 City Council Meeting.

Motion: Councilor Akervall moved to approve the Consent Agenda. Councilor Linville seconded the motion.

Vote: Motion carried 4-0.

SUMMARY OF VOTES

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

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

NEW BUSINESS

A. **Resolution No. 2843**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Professional Services Contract With Angelo Planning Group, Inc. For The Middle Housing In Wilsonville Project.

Ms. Jacobson read the title of Resolution No. 2843 into the record.

Dan Pauly, Planning Manager provided the staff report.

Motion: Councilor Linville moved to approve Resolution No. 2843. Councilor Akervall seconded the motion.

Council discussion ensued.

Vote: Motion carried 4-0.

SUMMARY OF VOTES

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

CONTINUING BUSINESS

Ms. Jacobson read the title of Ordinance Nos. 844 and 845 into the record.

Staff informed Council there has been no additional information to receive to consider since the first reading of Ordinance Nos. 844 and 845.

A. **Ordinance No. 844**

An Ordinance Of The City Of Wilsonville Annexing Approximately 5.85 Acres Of Property Located On The South Side Of SW Clutter Street Just West Of SW Garden Acres Road Into The City Limits Of The City Of Wilsonville, Oregon; The Land Is More Particularly Described As Tax Lot 2100, Section 3D, Township 3 South, Range 1 West, Willamette Meridian, Washington County, Oregon. Chris And Sonya Bickford Petitioners.

Motion: Councilor Linville moved to approve Ordinance No. 844 on second reading. Councilor West seconded the motion.

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

Vote: Motion carried 4-0.

SUMMARY OF VOTES

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

B. Ordinance No. 845

An Ordinance Of The City Of Wilsonville Approving A Zone Map Amendment From The Washington County Future Development, 20-Acre (FD-20) Zone To The Planned Development Industrial – Regionally Significant Industrial Area (PDI-RSIA) Zone On Approximately 5.85 Acres On The South Side Of SW Clutter Street Just West Of SW Garden Acres Road; The Land Is More Particularly Described As Tax Lot 2100, Section 3D, Township 3 South, Range 1 West, Willamette Meridian, Washington County, Oregon. Panattoni Development Company, Inc., Applicant.

Motion: Councilor Linville moved to approve Ordinance No. 845 on second reading. Councilor West seconded the motion.

Vote: Motion carried 4-0.

SUMMARY OF VOTES

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

PUBLIC HEARING

Ms. Jacobson read the title of Ordinance Nos. 842 and 843 into the record on first reading.

Mayor Knapp provided the public hearing format for Ordinance Nos. 842 and 843 and opened the public hearing at 8:08 p.m.

No Councilor declared a conflict of interest, bias, or conclusion from information gained outside the hearing. No member of the audience challenged any of the Councilor’s participation.

Cindy Luxhoj, Associate Planner provided the PowerPoint for Ordinance Nos. 842 and 843, which has been made a part of the record.

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

Land Use Attorney Michael Robinson of Schwabe Williamson & Wyatt represented the applicant West Hills Land Development, LLC. Mr. Robinson shared he would provide a short initial presentation and then turn it over to Li Alligood, planner and Mike Peebles, engineer both of Otak, Inc.

Mr. Robinson then commented the applicant agrees with the Development Review Board's unanimous recommendation for approval of applications by City Council. The applicant also agrees with the planning department staff report submitted to City Council. Furthermore, Mr. Robinson agrees with the concerns about affordability however, reminded the Equitable Housing Strategic Plan is not an approval for this application. He encouraged further discussion of this matter but reiterated it does not relate to either of these quasi-judicial applications. Mr. Robinson explained Council adopted the Equitable Housing Strategic Plan, June 2020. However, the applicant's applications were submitted in January 2020. Therefore, under state law only those standards in effect on the date submitted are approval standards.

Ms. Alligood shared she was also presenting on behalf of the applicant. She then provided a couple of comments. Ms. Alligood mentioned that this is the fourth subdivision in Frog Pond west and the third subdivision by the applicant West Hills Land Development, LLC. Furthermore, as mentioned by City staff the Development Review Board approved the other applications. Therefore, the applicant is only here for the approval of the annexation and zone changes.

Garet Prior, Wilsonville resident asked the Council to defer taking action on Ordinance Nos. 842 and 843. Mr. Prior requested the deferment so additional policy and affordability analysis could be completed. Mr. Prior agreed with Mr. Robinson that there are regulatory limitations on what can be considered in the application. Mr. Prior stated he does see the application being approved eventually because it meets the legal requirements. Mr. Prior shared he understands the regulatory limitations however; he still feels additional analysis done would help inform the longer-term work.

Mr. Robinson requested to provide a rebuttal to Mr. Prior's testimony.

Ms. Jacobson reported from a protocol respective Council should allow the applicant to provide rebuttal. She further stated the applicant is correct this application does precede the passing of the Equitable Housing Strategic Plan.

Mr. Robinson stated there is no basis for deferring an action on this application. He informed if the equitable housing study were relevant to an approval criterion the applicant would have completed that work with City staff. Mr. Robinson explained it does not mean the applicant is not concerned about affordability. However, there is nothing to analyze in the context of the approval for the applications. He further explained the 120-day clock is running and if Council defers these items, there is no extension of the clock. The reason being it is not relevant to the approval criteria.

Mayor Knapp invited additional speakers, seeing none he closed the public hearing at 8:26 p.m.

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

A. Ordinance No. 842

An Ordinance Of The City Of Wilsonville Annexing Approximately 17.57 Acres Of Property Located On The West Side Of SW Stafford Road South Of SW Frog Pond Lane Into The City Limits Of The City Of Wilsonville, Oregon; The Land Is More Particularly Described As Tax Lots 1500 And 1700, A Portion Of SW Frog Pond Lane Right-Of-Way, And A Portion Of SW Stafford Road Right-Of-Way, Section 12D, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon. Walter Remmers, William Ray Morgan, And Janice Ellen Morgan, Petitioners.

Motion: Councilor West moved to approve Ordinance No. 842 on first reading. Councilor Akervall seconded the motion.

Council discussion ensued.

Vote: Motion carried 4-0.

SUMMARY OF VOTES

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

B. Ordinance No. 843

An Ordinance Of The City Of Wilsonville Approving A Zone Map Amendment From The Clackamas County Rural Residential Farm Forest 5-Acre (RRFF-5) Zone To The Residential Neighborhood (RN) Zone On Approximately 15.93 Acres On The West Side Of SW Stafford Road South Of SW Frog Pond Lane; The Land Is More Particularly Described As Tax Lots 1500 And 1700, Section 12D, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon. West Hills Land Development LLC, Applicant.

Motion: Councilor West moved to adopt Ordinance No. 843 on first reading. Councilor Akervall seconded the motion.

Vote: Motion carried 4-0.

SUMMARY OF VOTES

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

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

C. Resolution No. 2849

A Resolution Authorizing A Supplemental Budget Adjustment For Fiscal Year 2020-21.

Ms. Jacobson read the title of Resolution No. 2849 into the record.

Mayor Knapp provided the public hearing format and opened the public hearing at 8:38 p.m.

No Councilor declared a conflict of interest, bias, or conclusion from information gained outside the hearing. No member of the audience challenged any of the Councilor’s participation.

Keith Katko, Assistant Finance Director provided the staff report.

Clarifying questions from Council followed.

Mayor Knapp invited public testimony, seeing none he closed the public hearing at 8:45 p.m.

Motion: Councilor Linville moved to approve Resolution No. 2849. Councilor West seconded the motion.

Vote: Motion carried 4-0.

SUMMARY OF VOTES

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

CITY MANAGER’S BUSINESS

Shared many City facilities had been closed due to hazardous air quality.

Reported that the City has its first positive COVID-19 case.

LEGAL BUSINESS

No Report.

ADJOURN

Mayor Knapp adjourned the meeting at 8:49 p.m.

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Tim Knapp, Mayor

DRAFT

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

A special meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 2:30 p.m. on Monday, October 12, 2020. Mayor Knapp called the meeting to order at 2:36 p.m., followed by roll call and the Pledge of Allegiance.

The following City Council members were present:

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

Staff present included:

- Bryan Cosgrove, City Manager
- Barbara Jacobson, City Attorney
- Kimberly Veliz, City Recorder
- Miranda Bateschell, Planning Director
- Dan Pauly, Planning Manager
- Beth Wolf, Systems Analyst
- Andy Stone, IT Director
- Cindy Luxhoj, Associate Planner

Motion to approve the order of the agenda.

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

Vote: Motion carried 4-0.

SUMMARY OF VOTES

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

MAYOR'S BUSINESS

A. None.

COMMUNICATIONS

A. None.

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS

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

Sandi Lawrence, Wilsonville resident shared she would not be providing public input at this time.

COUNCILOR COMMENTS

A. None.

CONSENT AGENDA

A. None.

NEW BUSINESS

A. Discussion On Potential Call Up Of Development Review Board Resolution No. 382

City Manager Cosgrove provided background on the item. Mr. Cosgrove reported receiving an email from Councilor Linville on Friday, October 9, 2020. In the email Ms. Linville detailed she had received concerns from citizens about the Development Review Board's recent decision on a 6-unit townhome development under consideration in Old Town. Mr. Cosgrove explained Ms. Linville asked what the procedure is for calling this item up for Council's review.

Mr. Cosgrove stated he worked with the Ms. Jacobson to contact the applicant and their attorney to make them aware that a call up is under consideration. Due to the timing today is the last day Council could decide to call up this item. Mr. Cosgrove then explained Ms. Jacobson was able to get the applicant to toll this item until November in order for the City to have time to complete any necessary tasks.

Mr. Cosgrove stated the only question in front of Council today is if they have the desire to call this item up.

Mayor Knapp declared for the record this is for Development Review Board Resolution No. 382.

Councilor Linville then explained her reason for the request for Council to discuss the potential call up. Ms. Linville shared she has had conversations with residents whom are concerned with the Development Review Board's decision. She believes the concerns are such that it would be in the best interest of the City to have Council review the record. Ms. Linville understands the Development Review Board had two public hearings providing citizens an opportunity to testify on this matter. It is her hope in response to the citizens of Wilsonville that Council would at a minimum look at the record and decides if there is any merit for further testimony. Ms. Linville feels this is a situation where the community's concerns are legitimate.

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

Ms. Jacobson then provided a legal perspective on the potential call up. She explained Council has three options on the Development Review Board's decision:

1. Call it up on the record, which means Council only looks at the record that was before the Development Review Board. Council would receive a memo written by staff to assist, Council would also receive transcripts of the two Development Review Board meetings. In addition, either side could submit a short summary statement. However, the statements must be on information already included in the record, new information is not allowed.
2. The next option also includes a review the record. However, if Council sees an issue such as inadequate information the Council could request additional information and/or testimony.
3. The third option if Council felt there was a big enough issue they could hold a de novo hearing on the merits. This would start the process over and allow both sides to present directly to the Council.

Ms. Jacobson shared that option three is not typical. It is more common to begin with the record to make a determination.

Ms. Jacobson explained Council needs to allow enough time for two meetings to occur in the event Council decides more testimony is necessary. She further explained staff looked at the calendar and it is possible to hold two meetings with the extension provided by the applicant. Ms. Jacobson shared Council could have the first meeting on November 2, 2020 and the second meeting on November 16, 2020. That would leave a week to resend anything back to the Development Review Board if Council wishes to remand. Alternatively, Council could also make a decision at that time. Ms. Jacobson said she thinks Councilor Linville wants to review the record and then decide where to go from there.

Councilor Linville explained she does not want to give the impression that Council is questioning the Development Review Board's decision. However, an opportunity for additional due process is her recommendation. She recommends Council call up this decision for review of the record with an option of determining if there is merit and if needed take testimony later. Ms. Linville stated she is not recommending Council go straight to testimony nor hold a de novo hearing at this point. Ms. Linville thinks this provides for process for citizen concerns and allows the Council to determine whether there is something that merits additional testimony within the guidelines described by Ms. Jacobson.

Mr. Cosgrove reported his recommendation is in line with Councilor Linville's recommendation. He stated that Council always has the right to call up any land use decision from a lower body, as Council has final judgment. He explained that a call up is rare. Moreover, in his 10 years with the City of Wilsonville this is only the second time there has been a call up. He believes the practice of calling up should remain rare. He described the City trusts the Development Review Board is doing a good job looking at the findings and conditions of approval that they are imposing on all land use applications. Mr. Cosgrove does not recommend Council open this item up to new testimony. Mr. Cosgrove thinks everything that is going to be said on this application was said in the two hearings before the Development Review Board. Therefore, he does not think new testimony is necessary. He recommends if Council calls up the decision they review the record and then make a determination from there if additional information is needed.

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

Mayor Knapp provided his perspective. He stated from his standpoint there is the question of can Council become more informed of the concerns of the citizens. Mayor Knapp thinks Council could approach that from the record. Therefore, he would try to better understand the concerns of the citizens and the process that has already occurred, in order to try to determine whether there was any reason, oversight, or something else that would cause Council to open up the record.

Councilor Lehan followed up on the comments of City Manager Cosgrove regarding the Development Review Board and this being a rare circumstance. She shared for the public that all of the City's boards and commissions are advisory to the Council when they make decisions. That is except for the Development Review Board because their decisions are quasi-judicial. Therefore, their decision stands unless the Council takes an action to call it up and review. Moreover, there are tight time constraints on a call up if Council disagrees with a Development Review Board decision.

Ms. Lehan informed that citizens with concerns over this decision approached her with questions. Moreover, she is not too familiar with the project so there have been questions that she has been unable to answer. That is why it seems reasonable to her that Council at least review the record to better understand the concerns and how DRB arrives at a decision. Ms. Lehan agreed call ups are very rare. She stated it really has nothing to do with us questioning the capacity or expertise of the Development Review Board because they certainly have that.

Councilor President Akervall shared she supports additional investigation into this matter. She stated it sounds like with two hearings with the Development Review Board there is probably considerable material that Council could look at that will be in the record. Councilor Akervall requested that staff remind Council of the procedures of a call up.

City Attorney Jacobson explained the Development Review Board members are in a quasi-judicial role, which means members judge. Those in a quasi-judicial role need to be neutral. Therefore, if Council decides to call up the decision Councilors cannot talk offline with citizens nor the applicant. While in the judicial role, the only thing Council can do is look at the staff report summary, which staff is required to prepare for the record. If Council elects to hold a hearing, the statements provided must be supported by what is already on the record. The information cannot be new. Once that happens Council deliberates as a judicial panel to come to a determination on whether to affirm the Development Review Board's decision on the record or determine there was something missed in the review of the record. It is similar to the court of appeals reviewing of a lower court decision to see if anything was missed or procedurally do improperly.

If Council does call up the decision and any member of the Council visits the site, which they are allowed to visit, it must be announced at the time of the hearing. Ms. Jacobson recalled there is also the option to hold an on-the-record appeal without any public testimony. Therefore, Council must decide whether to invite testimony. Ms. Jacobson explained that at the first meeting if item is called up all sides should be given advance notification that Council is intending to allow public testimony.

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

Councilor Linville stated if she I understand Ms. Jacobson's explanation there is an option for Council to review of the record at the November 2, 2020 meeting and make a determination whether to continue it until the next meeting to allow for additional testimony if council thought it was warranted.

Motion: Councilor Linville moved that Council call up the DRB Resolution No. 382 made by the Development Review Board for a review of the record at the November 2, 2020 meeting and should the Council decide at that time that additional testimony would be warranted based on a review of the record that decision would be made at the next meeting (November 16, 2020). Councilor Akervall seconded the motion.

Vote: Motion carried 4-0.

SUMMARY OF VOTES

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

CONTINUING BUSINESS

A. None.

PUBLIC HEARING

A. None.

CITY MANAGER'S BUSINESS

No Report.

LEGAL BUSINESS

No Report.

ADJOURN

Mayor Knapp adjourned the meeting at 3:01 p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

ATTEST:

Tim Knapp, Mayor

DRAFT



**CITY COUNCIL MEETING
STAFF REPORT**

<p>Meeting Date: October 19, 2020</p>	<p>Subject: Resolution No. 2856 WIN Program Final Proposal and Program Adoption</p> <p>Staff Member: Jordan Vance, Economic Development Manager</p> <p>Department: Community Development</p>	
<p>Action Required</p>	<p>Advisory Board/Commission Recommendation</p>	
<p><input checked="" type="checkbox"/> Motion</p> <p><input type="checkbox"/> Public Hearing Date:</p> <p><input type="checkbox"/> Ordinance 1st Reading Date:</p> <p><input type="checkbox"/> Ordinance 2nd Reading Date:</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Information or Direction</p> <p><input type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Council Direction</p> <p><input type="checkbox"/> Consent Agenda</p>	<p><input type="checkbox"/> Approval</p> <p><input type="checkbox"/> Denial</p> <p><input type="checkbox"/> None Forwarded</p> <p><input checked="" type="checkbox"/> Not Applicable</p> <p>Comments: N/A</p>	
<p>Staff Recommendation: Staff recommends Council adopt Resolution No. 2856.</p>		
<p>Recommended Language for Motion: I move to approve Resolution No. 2856.</p>		
<p>Project / Issue Relates To:</p>		
<p><input type="checkbox"/> Council Goals/Priorities</p>	<p><input type="checkbox"/> Adopted Master Plan(s)</p>	<p><input checked="" type="checkbox"/> Not Applicable</p>

ISSUE BEFORE COUNCIL:

Update on Wilsonville Investment Now (WIN) Program and recommended adoption of Program Administrative Rules.

EXECUTIVE SUMMARY:

In 2013, the Wilsonville City Council approved the designation of six separate properties as individual urban renewal districts. Each of these properties were referred to as a Tax Increment Financing (TIF) zone. The TIF Zones used the same funding mechanism and State legislative framework as standard urban renewal districts. However, rather than fund large-scale, long-term projects, the TIF Zones were intended to provide property tax rebates as a development incentive for qualifying companies who invest in any of the six properties.

Ultimately, none of the development that occurred within the TIF Zones met the eligibility thresholds established for the program due to inflexible eligibility criteria and limited geographic applicability, and the existing TIF Zones incentive program expired in November 2019. Since this time, City staff have been given direction by Council to pursue an updated TIF Zone program. While the new proposed program offers flexible evaluation criteria and multiple tiers of benefits, making it attractive to a wider range of businesses, the core program concept is the same as the original TIF Zone program: to use single-site urban renewal tax rebates as a tool to attract high-value investment in the Wilsonville community. The proposed administrative rules for a new TIF Zone program, to be known as the Wilsonville Investment Now (WIN) program, can be found as Exhibit A to Resolution No. 2856.

The City's Urban Renewal Task Force met on July 22, 2020 to discuss a revised approach to single-property urban renewal areas and provided unanimous feedback that the WIN Program is a good direction to take. WIN will make the City more competitive with business recruitment, expansion and retention efforts. As per City Council's direction on September 10, 2020, City staff incorporated the Urban Renewal Task Force's recommendation into the final program proposal, by including additional factors in the WIN program, including diversity, equity, inclusion, and local business expansion.

During the September 10, 2020 meeting, Council also asked staff to evaluate WIN program applicability in the Coffee Creek Industrial Area. A full analysis of possible integration approaches and trade-offs can be found as Attachment 2. That analysis concludes that the two programs should not be integrated at this time, given the financial impacts of existing URAs to fund infrastructure projects, and the unique and different focuses of each program. Coffee Creek Urban Renewal Area is designed to provide City-subsidized infrastructure to enable high-wage industrial development while WIN is a broader economic development tool designed to encourage building and equipment redevelopment—along with high-wage employment—outside of existing City urban renewal areas. While staff recommend decoupling the two programs and proceeding with adoption of WIN Administrative Rules at this time, it could be prudent for City staff to conduct further analysis on responsible ways to expand the use of TIF revenue in Coffee Creek to encourage private sector investment.

The desired action following this report is for City Council to adopt the WIN Program and its Administrative Rules, allowing City staff to market the WIN Program to prospective developers and businesses. This Program will serve as a vital economic development tool to set Wilsonville apart as a destination of choice for quality business investment, especially in today's uncertain economic environment with additional hardships on employees and businesses brought on by the COVID-19 pandemic.

It should be noted that City Council is not adopting any urban renewal districts by adopting Resolution 2856. That step will not occur until a qualified application to the WIN Program is reviewed by staff, at which time staff will bring back a plan for a single-site urban renewal area for Council's consideration. It is anticipated it could take up to four (4) months to implement the actual Tax Increment Financing (TIF) mechanism that would be used to fund the Program and provide the tax rebate to qualifying applicants. By statute, all urban renewal plans must be adopted by a non-emergency ordinance. All new urban renewal plans must include the following steps in the adoption process:

1. Review by the Urban Renewal Agency.
2. Transmittal to all taxing districts with required 45-day comment period prior to City Council vote on ordinance.
3. Review by the Planning Commission for conformance with the comprehensive plan.
4. Presentation to the County (vote of approval is not required).
5. Notice to all citizens of a public hearing.
6. Public hearing and City Council vote on non-emergency ordinance.

EXPECTED RESULTS:

Launch WIN Program and Program Administrative Rules that will provide staff with an effective economic development tool in attracting a wider range of high-value, high-wage projects to Wilsonville.

TIMELINE:

WIN spreadsheet application is complete and the program could go live upon adoption by City Council. Upon receipt of qualified application, staff will bring back a site-specific urban renewal plan, which will take up to four months to adopt.

CURRENT YEAR BUDGET IMPACTS:

The scope of work for the consultant team to assist in establishing the revised program has an estimated budget of \$18,360, with an addendum of \$8,300 for additional scope, totaling \$26,660.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 10/8/2020

The professional contract has been budgeted for as an expense the Community Development Administration program budget.

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 10/8/2020

No approval has yet been obtained for the other impacted taxing districts, which is indicated in the report. Thus, if a business wishes to avail themselves of this program the City will be required to establish a new Urban Renewal District for that business following steps generally outlined above.

COMMUNITY INVOLVEMENT PROCESS:

URA Task Force met on July 22. WIN program incorporates feedback from this stakeholder group that includes residents, taxing districts, state economic development groups, and private sector.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

An updated WIN incentive program has potential to bring more high-wage jobs and high-value development to Wilsonville during uncertain economic times.

ALTERNATIVES:

Maintain original TIF Zone fixed program criteria of jobs, investment and wages or don't adopt proposed WIN program administrative rules.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. WIN Program FAQs
2. Memo on WIN Program Applicability in the Coffee Creek Industrial Area
3. Resolution No. 2856
 - A. WIN Administrative Rules

**Attachment 1****Wilsonville Investment Now (WIN) Program FAQs****What is the Wilsonville Investment Now (WIN) program?**

WIN is a local incentive program that provides tax rebates for qualifying development projects outside of the City's existing urban renewal areas. The program aims to attract high-value investments in the Wilsonville community and offers flexible evaluation criteria and multiple tiers of benefits, making it attractive to a wide range of businesses.

What is the qualification criteria for to receive a tax rebate?

The program primarily considers capital investment, job creation, and the wages of those jobs, and provides "extra credit" in the application scoring for local Wilsonville ownership status, and diversity, equity and inclusion (DEI) efforts made by the employer.

To see if your project qualifies for a partial (4 years) or full (7 years) tax rebate, please complete the program application [here](#). By entering the project's capital investment, jobs and average salary, as well as local Wilsonville ownership status and diversity, equity, inclusion commitments, the application spreadsheet will produce incentive results and rebate amount.

How much money will the tax rebate provide?

The exact amount depends on the value of the project but the WIN program will rebate 100% of the property tax revenue increment generated by the new investment, less the costs to the City of administering the program.

How does the City of Wilsonville fund this program?

The tax rebate is made possible by designating the project property as an individual urban renewal district. This step, allowed by the State of Oregon's legislative framework, would freeze the current property tax revenues on the site and allow the City to rebate additional value of the property generated by the new investment back to the applicant.

What is the definition of qualifying capital investment and new jobs?

Capital investment includes:

- Newly constructed buildings or structures.
- New additions to or modification of an existing building or structure.
- Heavy or affixed machinery and equipment

- Personal property items costing \$50,000 or more.
- Personal property items costing \$1,000 or more that are used exclusively for production of tangible goods.

Qualified jobs includes new full-time, on-site employees within 1 year of construction, and excludes temporary, seasonal, construction, or part-time (32 hours or less per week) employees.

Does this program provide a tax abatement or rebate? What's the difference?

Qualified developments would receive a tax rebate if all standards are met, as opposed to a tax abatement. This means participating businesses will pay property tax up front and on time, but receive a partial or full rebate later once they demonstrate that they have met the required thresholds.

How can I determine if my project location qualifies for the program?

The WIN program allows any qualified development to utilize the program citywide with the exception of existing urban renewal areas. To see a map of existing urban renewal areas in Wilsonville, click [here](#).

How does the application scoring system work?

The program applies a point value to the following factors: capital investment, employment, compensation, local Wilsonville business status, and diversity, equity and inclusion actions. Businesses would be awarded points, based on each of these factors, and a minimum total score would be required to qualify for each tier of benefits.

Policy 4.1.3 of Wilsonville's Comprehensive Plan states that "the City shall encourage light industry compatible with the residential and urban nature of the City." The policy's Implementation Measure 4.1.3.c states that the City should "favor capital intensive, rather than labor intensive, industries within the City.2" The WIN program reflects Implementation Measure 4.1.3.c by assigning relatively more weight to capital investment than to jobs.

Qualified businesses must achieve a minimum score, based on the following criteria:

- **New Capital Investment**
 - 1.0 point per \$500,000 of investment
- **New Employment**
 - Points per qualified job, based on average annual wage as a percentage of County average:
 - Average annual wage less than 100% of County average: 0 points per qualified job
 - Average annual wage more than 100%, but less than 125% of County average: 0.2 points per qualified job
 - Average annual wage more than 125%, but less than 150% of County average: 0.4 points per qualified job

- Average annual wage more than 150% of County average: 0.6 points per qualified job
- **Local Business Tenure**
 - 0.5 points for each verified year of business operations in the City of Wilsonville. Maximum of four (4) points.
- **Diversity, Equity, and Inclusion (DEI)**
 - 4.0 points for meeting two (2) or more of the following criteria:
 - Criterion 1: Certified by the State of Oregon as having one or more of the following ownership certifications:
 - Minority Business Enterprise (MBE)
 - Women Business Enterprise (WBE)
 - Disadvantaged Business Enterprise (DBE)
 - Service-Disabled Veteran (SDV)
 - Criterion 2: Certified by the State of Oregon as a B Corporation.
 - Criterion 3: Enters into a signed agreement with the City of Wilsonville (requires annual reporting) to implement a DEI Procurement Plan, making a good-faith effort to increase goods and services purchased in the State of Oregon from businesses owned by people of color, women, disadvantaged individuals, and service-disabled veterans.
 - Criterion 4: Enters into a signed agreement with the City of Wilsonville (requires annual reporting) to implement a Workforce Development Plan, making a good-faith effort to:
 - Promote job openings to a wider group of candidates through recruitment agencies, job fairs, and other approaches targeting people of color and former felons from the Coffee Creek Correctional Facility.
 - Provide career pathways to higher-wage jobs, including ongoing training, professional development and opportunities for promotion to higher-level positions.
 - Engage Wilsonville youth through internships, mentoring, and educational opportunities on career pathways in partnership with the West Linn-Wilsonville School District, Clackamas Community College and Oregon Institute of Technology.
 - Criterion 5: Implements a DEI Company Program, maintaining at least one FTE employee committed to implementing a company program on diversity, equity and inclusion (requires annual reporting).
 - Criterion 6: Provides on-site employer-provided childcare (requires annual reporting).

Businesses are eligible for the WIN program, if they achieve the following scores:

- Less than 60 points: Does not qualify for the WIN program.
- Greater than or equal to 60 points but less than 80 points: Qualify for partial benefits (4 years).
- 80 points or more: Qualify for full benefits (7 years).

How do I submit an application?

Download application worksheet [here](#) and e-mail complete application to Economic Development Manager Jordan Vance at vance@ci.wilsonville.or.us.

What is the process for approving an application? How long does it take?

The process of plan adoption for each new WIN area is anticipated to take four months.

After City staff approves a developer application for the program, the City would then need to go through the adoption process for a new urban renewal plan to implement the actual Tax Increment Financing (TIF) mechanism that would be used to fund the program and provide the tax rebate to qualifying developers. By statute, all urban renewal plans must be adopted by a non-emergency ordinance. All new urban renewal plans must include the following steps in the adoption process:

1. The process of plan adoption for each new WIN Area is anticipated to take four months.
2. Review by the Urban Renewal Agency.
3. Transmittal to all taxing districts with required 45-day comment period prior to City Council vote on ordinance.
4. Review by the Planning Commission for conformance with the comprehensive plan.
5. Presentation to the County (vote of approval is not required).
6. Notice to all citizens of a public hearing.
7. Public hearing and City Council vote on non-emergency ordinance.

I have a question that isn't addressed by the FAQs on this page. Where can I go for help?

You can contact Economic Development Manager Jordan Vance at 503-826-7500 or vance@ci.wilsonville.or.us to discuss your project and WIN program eligibility.



Attachment 2

DATE: October 7, 2020
 TO: Jordan Vance, City of Wilsonville
 FROM: Nick Popenuk, Tiberius Solutions
 SUBJECT: EVALUATION OF WIN PROGRAM APPLICABILITY IN COFFEE CREEK URA

Background

The City of Wilsonville is considering adoption of the Wilsonville Investment Now (WIN) Program. The WIN Program offers an incentive to potential new development by providing property tax reimbursements to qualifying businesses that make capital investments with high-paying jobs in the City of Wilsonville.

The WIN program would function by establishing a single-property urban renewal area (URA), known as a "WIN Zone" for each qualifying business. The Wilsonville Urban Renewal Agency (Agency) would then receive tax increment finance (TIF) revenue generated by the WIN Zone, and use that revenue to make reimbursement payments to the qualifying business.

Oregon Revised Statutes (ORS) Chapter 457 precludes any property from being located within two overlapping URAs. Thus, while the WIN Program is designed to be applicable anywhere within Wilsonville city limits, it cannot be used to create new WIN Zones inside of an existing URA.

The City currently has three URAs: the Year 2000 Plan, the West Side Plan, and the Coffee Creek Plan. Both the Year 2000 Plan and West Side Plan are scheduled to terminate in the near future. Furthermore, the Year 2000 and West Side URAs do not include sites that are well-suited for the type of development subject to the WIN Program. However, the Coffee Creek URA is anticipated to be in effect for many years, and does include property that is well-suited for the type of development that is the subject of the WIN Program. Thus, City Council asked staff to evaluate the applicability of the WIN Program in the Coffee Creek Industrial Area.

This memorandum identifies and evaluates potential approaches that the City could take to apply the principles of the WIN Program to properties within the Coffee Creek URA.

Potential Approaches

There are two fundamental approaches that the City could take to apply the principals of the WIN Program to properties within the Coffee Creek URA: (1) removing property from the Coffee Creek URA prior to development to facilitate creation of new WIN Zone, and (2) amending the Coffee Creek URA Plan to identify property tax reimbursements to private businesses as an eligible use of TIF funds. Below, we evaluate the pros and cons of both of these approaches.

Option 1. Remove Property from Coffee Creek URA

The Agency can remove any property from the Coffee Creek URA by adopting a minor amendment to the Coffee Creek Urban Renewal Plan. That property would be immediately eligible to be added to a new urban renewal plan, such as a WIN Zone.

Pros

- Allows any property currently within the Coffee Creek URA to take full advantage of the property tax incentives offered by the WIN Program.
- Allows the City to market the WIN Program as truly being applicable citywide.

Cons

- Reduces TIF revenue potential of the Coffee Creek URA. The type of development that qualifies for the WIN Program is likely to have substantial assessed value, capable of generating significant future property tax revenues. Removing these types of properties from the Coffee Creek URA prior to development would significantly reduce the financial capacity of the URA.
- The reduction in TIF revenue would result in a longer time frame to achieve the full maximum indebtedness of the area.
- The reduction in TIF revenue would delay the timing of projects, resulting in an additional cost of inflation, meaning that fewer projects could be funded within the approved maximum indebtedness.

Option 2. Amend Coffee Creek Urban Renewal Plan to Include Property Tax Reimbursements to Private Sector

The Agency could adopt a minor amendment to the Coffee Creek Urban Renewal Plan that updates the project list to include reimbursement payments to private sector development that make investments in the Area. This would still preclude properties in the Coffee Creek URA from participating in the WIN Program. However, it would allow for properties in the Coffee Creek URA to receive the same benefits as those offered by the WIN Program.

Pros

- Allows any property currently within the Coffee Creek URA to take full advantage of the types of tax incentives offered by the WIN Program.
- Allows the City to market the incentives of the WIN Program citywide.
- Has less of a financial impact on the Coffee Creek URA, as the URA would benefit from TIF revenue from qualifying businesses after the temporary WIN Program incentives have expired (4 to 7 years).

Cons

- Reduces financial capacity of the Coffee Creek URA to fund infrastructure projects. The Coffee Creek URA has a maximum indebtedness of \$67M, all of which is allocated to pay for the cost of major infrastructure projects in the area. Even with this investment of TIF revenue, the URA anticipates the need for \$14M in additional funding from systems development charges or other sources. Any TIF revenue allocated to private property tax reimbursements reduces the amount of funding available for infrastructure improvements in the area.
- Instead of reducing the amount of funding for infrastructure investments, the City could consider a substantial amendment to the Coffee Creek URA to increase the maximum indebtedness to fund both the planned infrastructure projects, and reimbursements to

private sector. This approach, however, would increase the duration of the URA and increase the cumulative impact of foregone revenue on affected taxing districts.

Conclusions

Based on the evaluation of potential approaches, we conclude that the two programs should not be integrated at this time given the financial impacts of existing URAs to fund infrastructure projects, and the unique and different focuses of each program. Coffee Creek Urban Renewal Area is designed to provide City-subsidized infrastructure to enable high-wage industrial development while WIN is a broader economic development tool designed to encourage building and equipment redevelopment—along with high-wage employment—outside of existing City urban renewal areas. While staff recommend decoupling the two programs and proceeding with adoption of WIN Administrative Rules at this time, it could be prudent for City staff to conduct further analysis on responsible ways to expand the use of TIF revenue in Coffee Creek to encourage private sector investment.

RESOLUTION NO. 2856

A RESOLUTION OF THE WILSONVILLE CITY COUNCIL ESTABLISHING THE WILSONVILLE INVESTMENT NOW (WIN) PROGRAM ADMINISTRATIVE RULES.

WHEREAS, on December 17, 2012, the Wilsonville City Council approved Resolution No. 2390, referring the Ballot Title “Business Incentive Program for Investment and Job Creation by Manufacturers” to the citizens of Wilsonville for an advisory vote in March of 2013; and

WHEREAS, on March 12, 2013, the citizens of Wilsonville voted to approve the Ballot Title; and

WHEREAS, on March 20, 2013, the City’s Economic Development Task Force completed its recommendations to City Council on economic development incentives and business attributes; and

WHEREAS, on April 15, 2013, City Council approved Resolution No. 2413 adopting the recommendations of the Economic Development Strategy Task Force on business attributes and incentives; and

WHEREAS, on April 15, 2013, the Wilsonville Urban Renewal Agency approved URA Resolution No. 230 recommending that the City Council create multiple single-property urban renewal districts referred to as TIF Zones as a tool to provide incentives for economic development and authorizing staff to begin work necessary to create the Tax Increment Finance Zones; and

WHEREAS, on May 6, 2013, City Council approved Resolution No. 2417 authorizing staff to take necessary steps to create multiple single-property urban renewal districts to be called TIF Zones; and

WHEREAS, on September 5, 2013, the Wilsonville Urban Renewal Agency approved URA Resolution No. 234, recommending that City Council adopt an ordinance to create five single-property urban renewal districts to be called TIF Zones; and

WHEREAS, on October 7th, 2013, the Wilsonville Urban Renewal Agency approved URA Resolutions No. 236, recommending that City Council amend URA Resolution No. 234 to

include a sixth single-property urban renewal district to be called the Building 83 - 26440 SW Parkway Avenue TIF Zone; and

WHEREAS, on November 4, 2013, City Council adopted Ordinance No. 725 approving a single-property urban renewal plan known as the 26755 SW 95th Avenue TIF Zone; and

WHEREAS, on November 4, 2013, City Council adopted Ordinance No. 726 approving a single-property urban renewal plan known as the 9805 SW Boeckman Road TIF Zone; and

WHEREAS, on November 4, 2013, City Council adopted Ordinance No. 727 approving a single-property urban renewal plan known as the 25600 SW Parkway Center Drive TIF Zone; and

WHEREAS, on November 4, 2013, City Council adopted Ordinance No. 728 approving a single-property urban renewal plan known as the 27255 SW 95th Avenue TIF Zone; and

WHEREAS, on November 4, 2013, City Council adopted Ordinance No. 729 approving a single-property urban renewal plan known as the 29899 SW Boones Ferry Road TIF Zone; and

WHEREAS, on November 4, 2013, City Council adopted Ordinance NO. 730 approving a single-property urban renewal plan known as the Bldg. 83 – 26440 SW Parkway Avenue TIF Zone; and

WHEREAS, each TIF Zone single-property urban renewal plan included a provision that the Plan will terminate within five years of the effective date of the Plan if no qualifying investment has been made in the Area; and

WHEREAS, all of the TIF Zone single-property urban renewal plans have been terminated, as no qualifying investments were made in any of the TIF Zone areas prior to the termination dates stipulated in the urban renewal plans; and

WHEREAS, the City Comprehensive Plan Goal 4.1 is “to have an attractive, functional, economically vital community with a balance of different types of land uses;” and

WHEREAS, the City Comprehensive Plan Policy 4.1.3 states “City of Wilsonville shall encourage light industry compatible with the residential and urban nature of the City;” and

WHEREAS, the City Comprehensive Plan Implementation Measure 4.1.3.b is to “Maintain high-quality industrial development that enhances the livability of the area and promotes diversified economic growth and a broad tax base;” and

WHEREAS, the City Comprehensive Plan Implementation Measure 4.1.3.c is to “Favor capital intensive, rather than labor intensive, industries within the City;” and

WHEREAS, Oregon Revised Statutes (ORS) 457 authorizes municipalities in Oregon to establish urban renewal areas, including the authority to raise funds for the purpose of funding economic development projects through the use of tax increment financing; and

WHEREAS, strict eligibility criteria and limited geographic applicability are two factors that restricted the utility of previous single-property urban renewal areas adopted by City Council; and

WHEREAS, following expiration of all of the designated TIF Zones the City's Urban Renewal Task Force met on July 22, 2020 to discuss a revised approach to single-property urban renewal areas known as the Wilsonville Investment Now (WIN) Program, and provided unanimous feedback that the WIN Program is a good direction to take a tax increment finance zone program, and will make the City more competitive with business recruitment, expansion and retention efforts; and

WHEREAS, the City's Urban Renewal Task Force on July 22, 2020 asked the City to consider additional factors in the WIN Program, including (1) diversity, equity, and inclusion; (2) local business expansion; (3) traffic impacts; and (4) traded-sector industry restrictions; and

WHEREAS, on September 10, 2020 City Council gave staff direction to incorporate (1) diversity, equity, and inclusion and (2) local business expansion into the WIN Program as "extra credit" considerations; and

WHEREAS, the economic recession brought on by the Covid-19 pandemic has imposed additional hardships on residents, employees, and businesses in the City of Wilsonville;

NOW THEREFORE, BE IT RESOLVED BY THE WILSONVILLE CITY COUNCIL THAT:

1. The Wilsonville City Council hereby establishes the Wilsonville Investment Now (WIN) Program, intended to provide temporary property tax reimbursement to qualifying businesses based on the following criteria:
 - A) Value of new capital improvements on site
 - B) Number of new employees on site
 - C) Value of compensation of new employees on site
 - D) Commitment to the advancement of diversity, equity, and inclusion goals

- E) Prioritizing the expansion of local businesses that have already invested in Wilsonville
2. The Wilsonville City Council directs staff to further develop parameters of the WIN Program through the adoption of Administrative Rules.
 3. The Wilsonville City Council directs staff to take the necessary steps to prepare single-property urban renewal plans for City Council consideration for any and all successful applicants to the WIN Program.
 4. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 19th day of October, 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 Linville
Councilor Lehan
Councilor West

Exhibit:

A. Wilsonville Investment Now (WIN) Program Administrative Rules



Exhibit A

Wilsonville Investment Now Program, Administrative Rules

Section 1: Purpose

These administrative rules establish the parameters of the Wilsonville Investment Now (WIN) Program.

WIN is a local incentive program that provides tax rebates for qualifying development projects outside of the City's existing urban renewal areas. The program aims to attract high-value investments in the Wilsonville community that strengthen the local economy by:

- Retaining and expanding local businesses
- Attracting new businesses
- Retaining and expanding high-wage jobs
- Contributing to long-term growth in the property tax base through capital investment

Section 2: Definitions

Capital investment includes:

- Newly constructed buildings or structures.
- New additions to or modification of an existing building or structure.
- Heavy or affixed machinery and equipment
- Personal property items costing \$50,000 or more.
- Personal property items costing \$1,000 or more that are used exclusively for production of tangible goods.

Qualified jobs includes new full-time, on-site employees within 1 year of construction, and excludes temporary, seasonal, construction, or part-time (32 hours or less per week) employees.

Section 3: Benefits

3.1 Overview of Benefits

The WIN Program provides qualified businesses with a partial reimbursement of property tax payments. The program establishes two tiers of benefits.

3.2 Tiers and Duration of Benefits

Businesses that qualify for full benefits are eligible for partial reimbursement of property tax payments for a period of seven (7) years. Businesses that qualify for partial benefits are eligible for partial reimbursement of property tax payments for a period of (4) years.

3.3 Amount of Reimbursement

The annual amount of reimbursement is limited to the amount of tax increment finance (TIF) revenue received by the Wilsonville Urban Renewal Agency (“Agency”) for the WIN Zone established on behalf of the qualified business.

Annual TIF revenue generated by a WIN Zone does not equal the amount of annual property taxes paid by a qualified business. Oregon Revised Statutes (ORS) Chapter 457 specifies the process for determining the amount of TIF revenue generated by urban renewal areas, including WIN Zones.

The Agency may deduct administrative costs of the WIN Program from annual TIF revenue before calculating the annual amount of reimbursement.

Section 4: Eligibility

3.1 Scoring Criteria

Qualified businesses must achieve a minimum score, based on the following criteria:

- **New Capital Investment**
 - 1.0 point per \$500,000 of investment
- **New Employment**
 - Points per qualified job, based on average annual wage as a percentage of County average:
 - Average annual wage less than 100% of County average: 0 points per qualified job
 - Average annual wage more than 100%, but less than 125% of County average: 0.2 points per qualified job
 - Average annual wage more than 125%, but less than 150% of County average: 0.4 points per qualified job
 - Average annual wage more than 150% of County average: 0.6 points per qualified job
- **Local Business Tenure**
 - 0.5 points for each verified year of business operations in the City of Wilsonville. Maximum of four (4) points.
- **Diversity, Equity, and Inclusion (DEI)**

- 4.0 points for meeting two (2) or more of the following criteria:
 - Criterion 1: Certified by the State of Oregon as having one or more of the following ownership certifications:
 - Minority Business Enterprise (MBE)
 - Women Business Enterprise (WBE)
 - Disadvantaged Business Enterprise (DBE)
 - Service-Disabled Veteran (SDV)
 - Criterion 2: Certified by the State of Oregon as a B Corporation.
 - Criterion 3: Enters into a signed agreement with the City of Wilsonville (requires annual reporting) to implement a DEI Procurement Plan, making a good-faith effort to increase goods and services purchased in the State of Oregon from businesses owned by people of color, women, disadvantaged individuals, and service-disabled veterans.
 - Criterion 4: Enters into a signed agreement with the City of Wilsonville (requires annual reporting) to implement a Workforce Development Plan, making a good-faith effort to:
 - Promote job openings to a wider group of candidates through recruitment agencies, job fairs, and other approaches targeting people of color and former felons from the Coffee Creek Correctional Facility.
 - Provide career pathways to higher-wage jobs, including ongoing training, professional development and opportunities for promotion to higher-level positions.
 - Engage Wilsonville youth through internships, mentoring, and educational opportunities on career pathways in partnership with the West Linn-Wilsonville School District, Clackamas Community College and Oregon Institute of Technology.
 - Criterion 5: Implements a DEI Company Program, maintaining at least one FTE employee committed to implementing a company program on diversity, equity and inclusion (requires annual reporting).
 - Criterion 6: Provides on-site employer-provided childcare (requires annual reporting).

3.2 Eligibility Thresholds

Businesses are eligible for the WIN program, if they achieve the following scores:

- Less than 60 points: Does not qualify for the WIN program
- Greater than or equal to 60 points but less than 80 points: Qualify for partial benefits (4 years).
- 80 points or more: Qualify for full benefits (7 years).

3.2 Geographic Restrictions

To be eligible for the WIN Program, businesses must be located within the City of Wilsonville and outside of any existing urban renewal areas, including any other WIN Zones.

Section 5: Approval Process

5.1 Initial application

Applicants must complete the WIN Program Application Form in Excel with information on the proposed investment, and submit the completed form to City of Wilsonville staff for review.

5.2 Pre-Approval Meeting

After reviewing the WIN Program Application Form, City staff will offer to meet with the Applicant to answer any questions about the program, review key aspects of the application and request any necessary supporting documents.

5.3 Staff Approval

After the pre-approval meeting, and pending review of any requested supporting documents, City staff will make an initial determination of whether or not the proposed investment qualifies for WIN Program benefits. Staff will notify the Applicant in writing of this decision.

5.4 Development Agreement

Upon Staff approval, the City will provide the Applicant with a development agreement that stipulates the conditions the Applicant must achieve to receive WIN Program benefits in future years, and stipulates the City's obligations to provide property tax reimbursement payments to the Applicant.

Upon final agreement and execution of the Development Agreement, the City will prepare a WIN Zone Plan for consideration by City Council.

5.5 Plan Adoption

The WIN Zone Plan functions as an urban renewal plan, and must be adopted in accordance with ORS Chapter 457. This process includes approval by the Wilsonville Urban Renewal Agency, the Wilsonville Planning Commission, and by the Wilsonville City Council. This process includes a public hearing, and requires the City to consult and confer with all affected taxing districts.

Adoption of WIN Zone Plan by a non-emergency ordinance approved by City Council is the final step in the WIN Program approval process. City Council will prioritize projects that contribute to the long-term growth in the property tax base of the city and may use their discretion in approving projects that are too heavily weighted towards equipment likely to depreciate over time or become obsolete with a new user.

Section 6: Annual Reporting

By January 31 of each year, a Qualified Business must provide the City with all reporting documentation for the prior calendar year, as required in the Development Agreement. This documentation may include:

- Copy of property tax bill and proof of payment.
- Proof of number of employees and wages.
- Proof of compliance with DEI criteria (if applicable)

Section 7: Payment of Benefits

Tax increment finance revenue for each WIN Zone will be collected by the County Assessor and distributed to the Agency as it is paid by property owners citywide. After the conclusion of each fiscal year on June 30, the Agency will account for all TIF revenue received, subtract annual administrative expenses, and determine the amount of property tax reimbursement available for each Qualified Business.

Upon review of all annual reporting documents, and determination that a Qualified Business is in compliance with the terms of the WIN Program and the applicable Development Agreement, the Agency will provide the reimbursement payment to a Qualified Business no later than July 31 each year.

Section 8: Dispute Resolution

The protocol for dispute resolution will be as set forth in the development agreement.

RESOLUTION NO. 2858

A RESOLUTION AND ORDER AMENDING RESOLUTION NO. 2844 TO FURTHER EXTEND THE LOCAL STATE OF EMERGENCY AND EMERGENCY MEASURES, AS AUTHORIZED BY RESOLUTION NO. 2803.

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

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

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

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

WHEREAS, it is reasonable and prudent to anticipate that significant City resources will continue to be needed to respond to the COVID-19 threat for the foreseeable future and beyond the expiration date set forth in Resolution No. 2834; and

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

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

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

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

In order to help ensure citizen safety by rapid response, the City Council hereby extends the expiration date of the Wilsonville Emergency Declaration, initially made pursuant to Resolution No. 2803, until December 31, 2020, with the possibility of further extension, unless otherwise earlier terminated by the City Council.

In conjunction therewith, the City Council hereby temporarily authorizes the City's Planning Director, in the Director's reasonable discretion and without Development Review Board approval, to issue Temporary Use Permits to businesses located in commercial and industrial zone areas, in response to operational changes necessitated due to COVID-19, allowing for temporary outdoor pick-up and drop off structures or outdoor seating areas, beyond the normal maximum 120 day period that is otherwise required by WC 4.030, and waiving any fees, for an extended period of up to June 30, 2021. Such Temporary Use Permits must otherwise meet the requirements of WC 4.040 and WC 4.163, including but not limited to Americans With Disabilities Act requirements and other applicable health and safety laws and standards.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 19th day of October 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



SEPTEMBER 2020 MONTHLY REPORT

From The Director's Office

When the City plans and builds a new transportation connection, such as Boeckman and Kinsman Roads, there are many critically important considerations. These include environmental impacts, cost, geology, hydrology, property ownership, public works standards, and wildlife movement—among many others.

The City takes great pride in the thought and effort that goes into providing a safe and attractive transportation experience. I, for one, am particularly proud of the City's efforts to protect and accommodate the safe movement of wildlife as part of advancing our transportation planning efforts. Whether they be amphibians, large or small mammals, birds or invertebrates, the wildlife passages thoughtfully integrated under many of the new transportation connections help to ensure the long-term viability and success of the wildlife corridors.

There are a number of specialized structures to accommodate the safe movement of wildlife under Boeckman Road. There is a large bridge structure with an 8' clearance as well as 4' tall x 9' wide box culverts to accommodate the migration of deer and other large mammals. Smaller culverts accommodate the safe movement of animals such as coyotes, raccoons, and opossums. The road design not only includes passages for mammals, but there are concrete walls with ledges and smaller scale connections for amphibians such as frogs, salamanders, and newts.

Along Boeckman and Kinsman Roads are additional elements such as skylights that have been designed into the roadbed to allow for sunlight to penetrate the long, dark tunnels, making them more inviting for animals to use. Chain link fencing along the edges of the roadway funnels animals to the wildlife crossings and keeps them off the roadway, helping to prevent roadkill. All of these measures demonstrate a holistic approach to transportation planning and wildlife movement.

Recently, scientists at Portland State University who study the success of wildlife passages documented the use of wildlife passages on Kinsman Road by mink in the Coffee Lake basin. This unique find is just one of the ways that the City's Natural Resource professionals measure success. Living in a city where wildlife is abundant and has been integrally planned into the fabric of the city is yet another reason Wilsonville is a great place to call home.

Respectfully submitted,
Chris Neamtzu, AICP



Can you find the mink?



Coyotes preparing for a late evening crossing.

Building Division

Getting It Done

City offices closed for seven business days in mid-September due to severe wildfires that created prolonged and extremely hazardous air conditions across the region. In addition, when Building staff returned to work, staff had direct exposure to someone who tested positive for COVID-19. All Building staff were directed to immediately leave the office, follow CDC guidelines, and to quarantine at home for 14-days.

Our business is heavily engaged in serving the public by providing permitting, inspection, plan review, and other services. Projects depend on us for timely and predictable services as we are key players in facilitating and approving construction projects at critical points along the construction cycle. Disruptions in our service have negative ripple effects in the design and construction community that cost them time and money.

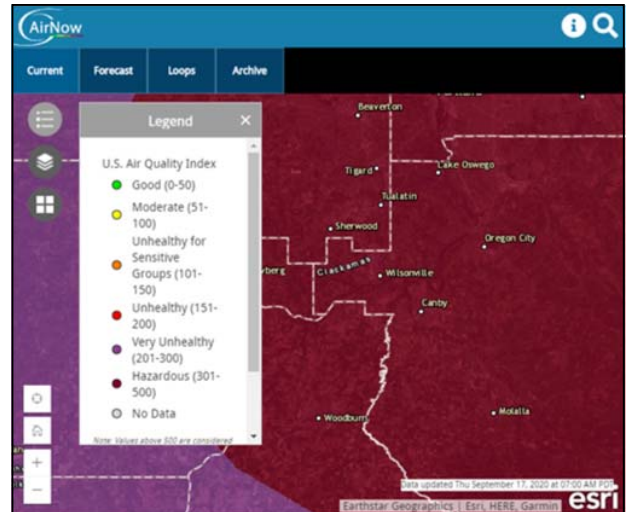
Knowing this, staff decided to dig deep and look for creative ways to continue service delivery for all functions while we were closed or out. The challenge before us was to provide services remotely, within the same time constraints, and with only the tools and resources available.

In one successful example during the wildfire closure, a homeowner was getting desperate to have their final inspections so their newly constructed home could close. Inspection staff were not able to perform the inspection in person so we decided to perform the inspection remotely. The Inspector who accepted this challenge was Melissa Gitt. Melissa contacted the contractor and, using Facetime video on an iPhone, was able to observe the critical elements through the contractor's live video feed and perform the final inspections needed. It took about twice as long as a normal final inspection, but overall the outcome was a success and the homeowner was able to close on time.

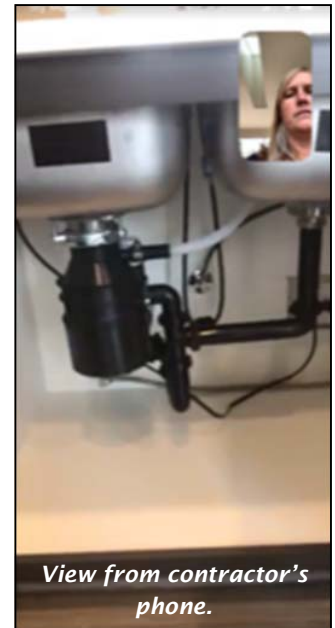
The contractor was very appreciative, stating, "The ability for jurisdictions to accommodate our uncontrolled environment is great! Thanks so much for working with us so we can take care of our customers! We appreciate it!".

In reflecting on the situation, Melissa Gitt had this to say, "I know that I have said this before, but I'll say it again since it's the one positive item that has resulted from this crazy time. This pandemic/wildfire closure and quarantine has really forced us to learn how to operate remotely and the outcome has been very positive at how our department can provide plan review, inspections, and permits remotely and virtually!".

We are very fortunate to have an incredible staff who are focused on serving well, despite whatever challenges we face.



Smoke Map, Wilsonville, September 17, 2020.



View from contractor's phone.



View of inspector's phone.

Economic Development Division

Business Recruitment

- Bay-area synthetic biology company is seeking 100,000 square feet of research/laboratory space in Wilsonville that would result in a \$20-30 million investment and 150-200 new high-wage jobs, including lab technicians and scientists. Company has indicated that Wilsonville is its first choice for location and said the proposed Wilsonville Investment Now (WIN) incentive program helped drive their decision, as preliminary evaluations show the business might qualify for a tax rebate given the large investment.
- Developer seeks 40-60 acres of industrial land in Coffee Creek Industrial Area or Westside Railroad Area for construction of 500,000 plus square foot fulfillment/distribution facility for a large Fortune 100 company.

Urban Renewal

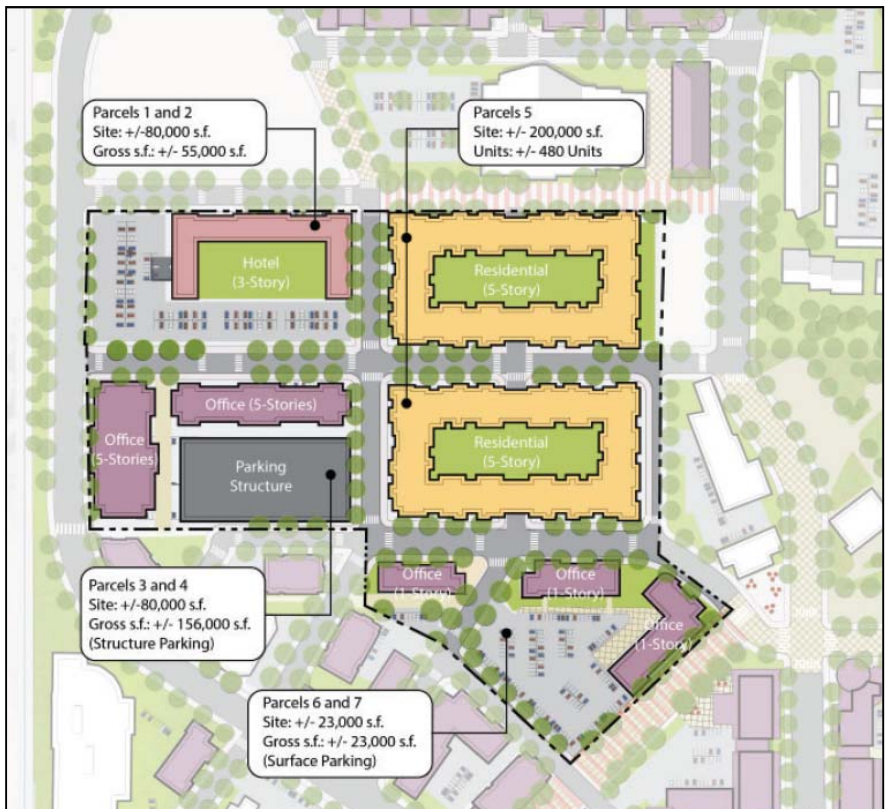
- Wilsonville Investment Now (WIN) Program: During the September 10 City Council work session, Economic Development staff sought the City Council's input on a draft of the new Wilsonville Investment Now (WIN) program, which incorporates policy considerations recommended by the Urban Renewal Task Force. WIN provides tax rebates for development projects outside of the City's existing urban renewal areas; the program offers incentives to attract a wide range of businesses and flexible evaluation criteria that support equity and inclusion and the expansion of existing businesses. Staff are incorporating the following policy considerations into the program recommended by the Urban Renewal Task Force:
 - **Diversity, Equity, and Inclusion Considerations:**
 - Certified Minority/Women Business Enterprise (M/WBE)
 - Certified Disadvantaged Business Enterprise (DBE)
 - Certified Service Disabled Veteran (SDV)
 - Certified B Corporation
 - Procurement Plan (requires annual reporting):
 - Good faith effort to increase good/services purchased from businesses owned by people of color in specified geography, such as South Metro, Portland Metro, or Oregon.
 - Workforce Development (requires annual reporting):
 - Promote job openings to BIPOC communities, ongoing workforce training, engage Wilsonville youth
 - DEI Company Program (requires annual reporting):
 - At least one FTE committed to company program around diversity, equity, and inclusion.
 - Childcare (requires annual reporting): on-site provided childcare
 - **Local Business Expansion:**
 - Business operating in Wilsonville 1-5 years
 - Business operating in Wilsonville 5+ years

Economic Development Division

Wilsonville Town Center Plan Implementation

- Throughout the spring and summer, staff initiated a development opportunity site (DOS) analysis on a catalytic site in Town Center to evaluate feasibility conditions and estimated range of public investment that may be required in order to enhance project feasibility. The following DOS results show a dynamic mixed-use redevelopment opportunity on a 15 acre site in Town Center, with financial feasibility right away for residential and hotel products and ability to phase over time with office and commercial products.

15-Acre Mixed-Use Development Opportunity in the Heart of Wilsonville



Engineering Division, Capital Projects

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

This project involves the design and construction of the extension of 5th Street and Kinsman Road between Boones Ferry Road and Wilsonville Road, including water, sewer, storm, franchise utility extension, and installation of a portion of the Ice Age Tonquin Trail. Land acquisition work is underway. Construction is planned to start in the first quarter of 2021.

Boberg Diversion Structure Replacement (2100)

This project replaces the outdated Boberg Road wastewater diversion structure to improve wastewater collection system functionality and ensures available capacity for upstream development in the Coffee Creek and Basalt Creek areas in the future. Murraysmith, the City's engineering consultant, was brought under contract in August 2020 to start design work. Design work is anticipated to continue through March 2021, with construction occurring in spring and summer 2020.

Boeckman Dip Bridge Project (4212)

The Engineering Division is evaluating the existing culvert, looking into an embankment option to add to our project alternatives, and getting a preliminary look at the environmental permitting requirements for each of the alternatives.

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. Well rehabilitation was advertised in September, contract awarded in mid-October, and rehabilitation work planned to begin in early November. Also included in this contract is evaluation work at the two existing Charbonneau wells. This evaluation work will help guide subsequent rehabilitation work next fiscal year. Rehabilitation operations will continue through March 2021.

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. The contract was awarded to K&E Excavating. Construction is anticipated to be completed in October 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. Installation of the WWSP 66" raw water pipeline continues moving north along Garden Acres Road. The WWSP pipeline bore installation beneath Day Road is complete. The new concrete road installation on Ridder Road between Peters Road and Graham's Ferry Road is complete and back open to traffic (pictured above). Roadway construction on Garden Acres Road is underway. Project completion is anticipated for January 2021.



Garden Acres Road

Engineering Division, Capital Projects

I-5 Pedestrian Bridge (4202)

This project involves the design and preparation of construction documents for a pedestrian and bicycle bridge over Interstate 5 from Town Center Loop West to Boones Ferry/Barber Street. Geotechnical material sampling and testing work is complete. Preparation of the project geotechnical report to guide bridge foundation and retaining wall design is underway. The design team presented the results from the public engagement to Planning Commission and City Council at their September meetings and received feedback on the bridge and plaza designs. A public hearing is scheduled before City Council on October 5 to select a preferred bridge design alternative.

Memorial Park Pump Station (2065)

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

Street Maintenance Project (4014/4118)

Construction continues on Elligsen Road, Main Street, and Parkway Avenue. Paving will begin on Elligsen Road the week of October 5. Street maintenance work will continue on Day Road, Elligsen Road, Burns Way, Parkway Avenue, and Main Street through November.

WTP Expansion to 20 MGD (1144)

This project will expand the Water Treatment Plant (WTP) capacity to 20 MGD and incorporate related WTP capital improvements, including Life Safety Upgrades (1137), Seismic Retrofits (1145), and Repair and Replacement (1146) projects. A Construction Manager/ General Contractor (CMGC) alternative contracting method was approved by City Council. An engineering contract was awarded in July. Completion of the 30% design is anticipated in late 2020, at which time a CMGC solicitation would occur. Final design would be completed in coordination with the CMGC in 2021, followed by construction in 2022-2023.

WWSP Coordination (1127)

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

- **PLM 1.1** This is the WWSP 66" raw water pipeline between Arrowhead Creek Lane and Wilsonville Road. Construction of the pipeline is underway. Completion of this segment of pipeline is expected in 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 underway and will continue through October 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. WWSP is progressing toward 60% design plans. Construction is scheduled to begin in the first quarter of 2021.
- **Raw Water Facility Improvements** This capital improvement project is under the management of the Willamette Water Supply Commission and the Tualatin Valley Water District. Improvements include seismic upgrades to the existing intake facility and river embankment, as well as the installation of a 66" raw water pipe and an 8" domestic City water pipe. Onsite construction has been taking place with grading and removal of site soils.



Raw Water Facility

Engineering Division, Capital Projects

WWTP Master Plan (2104)

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

Engineering Division, Private Development

DP Nicoli

Onsite construction has restarted after a long break. Stormwater and water construction on Boberg Road is anticipated to start soon.

Dutch Bros Coffee

A new Dutch Bros Coffee Drive-Thru is being constructed on the vacant parcel at the southeast corner between Park Place and Town Center Loop West. As a part of the development, a new Rapid Flash Beacon (RFB) crossing will be installed on Town Center Loop West just south of Park Place. In addition to the RFB, a marked crosswalk will also be installed at the intersection on Park Place. Onsite construction has started with the irrigation and domestic water supply installed, along with the sanitary manhole connection.

Fir Avenue Commons

This is a ten-unit condominium development in Old Town. Onsite home construction is happening. The granite curbs have arrived. The offsite street improvements have begun on 4th Street.

Frog Pond Meadows

74-lot subdivision located north of Stafford Meadows and adjacent to Stafford Road. The contractor (NEI) is completing final punch list items.

Grace Chapel

This project involves the remodel and expansion of the south building of the former Pioneer Pacific College, along with the rerouting of a major storm drain line. Work continues on site improvements. The sanitary sewer connection and stormwater facilities are currently under construction.

Hilton Garden Inn

Construction continues on this four-story hotel at Memorial Drive and Parkway Avenue. Final punch list items remain before this project goes into the maintenance phase.



Engineering Division, Private Development

Northstar Contractor Establishment—Clay Street

This project is located in Washington County and onsite improvements are subject under the Washington County permit. The street improvements are under the City of Wilsonville permit. Prep work is being done for a new driveway.

Peyton Lane

This project adds a stormwater/rain garden facility to the parking lot of an existing building at the corner of Barber Street and Boones Ferry Road.

Shredding Systems

This project involves adding an additional building and expanding the sanitary, water, and storm systems. A sidewalk will also be added on 95th Avenue. The project is currently under plan review.

Siena at Villebois Fire Reconstruction

Onsite construction is steady at Siena at Villebois. Engineering final approval for street pavement, sidewalk, and LIDA stormwater facilities will be complete prior to issuance of final certificate of occupancy.



Clay Street



Peyton Lane

Engineering Division, Natural Resources

I-5 Undercrossing Trail—Phase 2

On August 30, Banzer Construction started Phase 2 of the I-5 Undercrossing Trail. The shared-use path between Boones Ferry Park and the existing pedestrian bridge trail connection will include construction of grade modifications, a 775-foot-long, 12-foot-wide asphalt paved shared-use path, conduit for future lighting and optical fiber, signage, and striping. To date, Banzer Construction has completed tree removal and rough grading. Currently, they are working on conduit installation and asphalt removal.

Urban Forest Management Plan

An Urban Forest Management Plan (UFMP) to guide the City’s programs and actions related to the urban forest is underway. The UFMP will provide an integrated approach to preserving, sustaining, and regenerating Wilsonville’s urban forest into the future. While the UFMP will cover the entire City, it will have two focus areas: Charbonneau and Town Center.

The first online survey was posted on September 1 and overlapped with the first virtual community meeting on September 22. The meeting raised awareness, provided background on the project, and encouraged community participation in the planning process.



Planning Division, Current

Administrative Land Use Decisions Issued

- New outbuilding at Community of Hope Church at 27817 SW Stafford Rd
- New sign for Smart Foodservice in former Wilsonville Lanes building
- 2 Other Class I Administrative Reviews
- 2 Zoning Verification Letters
- 2 Class I Sign Permits
- 9 Type A Tree Permits
- 1 Type B Tree Permit
- Residential building permits

Construction Permit Review, Development Inspections, and Project Management

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

- DP Nicoli Industrial Development on Boberg Road
- Dutch Bros Coffee kiosk in Town Center
- Fir Avenue Commons residential development in Old Town
- Grace Chapel on Parkway Avenue
- Hilton Garden Inn on Parkway Avenue
- I&E Construction headquarters on Parkway Avenue
- Regional Park 7&8 in Villebois
- Residential subdivisions in Frog Pond West
- Willamette Water Supply Project

Development Review Board (DRB)

DRB Panel A's scheduled meeting on September 14 was canceled as City Hall was closed due to the statewide wildfire emergency. The public hearing item, I&E Construction revisions, is now scheduled for the meeting on October 12.

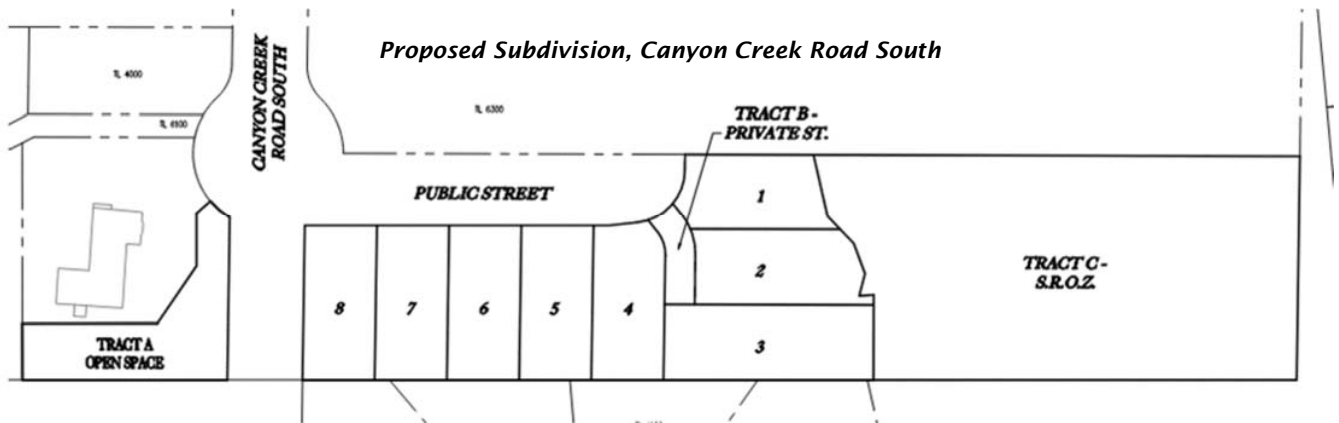
During the September 28 meeting, DRB Panel B held a continued public hearing on a proposed 6-unit residential development on the north end of Magnolia Avenue in the Old Town Neighborhood. Following the hearing, the DRB approved the project by a vote of 3 to 1. DRB Panel B also held a public hearing for a new industrial development on SW Clutter Road in the Coffee Creek Industrial Area. Following the hearing, the DRB unanimously approved the proposal.

Planning Division, Current

DRB Projects Under Review

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

- 6-unit residential development in Old Town at the north end of Magnolia Avenue
- 69-lot subdivision in Frog Pond proposed by West Hills Development
- Parkway Woods (former Xerox campus) remodel and additional parking
- Industrial Warehouse on Clutter Road in Coffee Creek Industrial Area
- Revisions to outdoor storage area for DP Nicoli on Boberg Road
- Architecture and sign changes for I&E Construction on Parkway Avenue
- 8-lot subdivision on Canyon Creek Road South
- Wood Middle School gym addition, greenhouse, and remodeling
- New activity center for Charbonneau Country Club



Planning Division, Long Range

Middle Housing in Wilsonville Project (House Bill 2001 Implementation)

In September, Planning staff concluded the initial staff audit of the development code and forwarded the materials to Angelo Planning Group for further review. Angelo Planning Group began their formal work on the project following Council's approval of their contract at the September 21 Council Meeting. Staff worked on finding a community partner to assist with outreach to the Latino community and other communities of color.

In addition, staff continued to be heavily involved in state rulemaking. Staff put substantial effort into preparing a technical comment letter for the first hearing before the State's Land Conservation and Development Commission. Staff also supported the preparation of a comment letter Mayor Knapp submitted. Mayor Knapp and Planning Director Miranda Bateschell also testified-via videoconference in the hearing.

House Bill 2003 Implementation (Housing Needs Analysis/Housing Production Strategies)

Planning staff continued involvement in rulemaking for House Bill 2003. Staff prepared and submitted a substantial technical comment letter to the State's Land Conservation and Development Commission for their Public Hearing on September 24-25. Staff will continue to be engaged during final revisions to rules before their planned adoption in November.

Planning Division, Long Range

Planning Commission

The Planning Commission postponed its meeting from September 9 to September 16 due to the statewide wildfire emergency. City Hall was closed on September 16 due to poor air quality caused by the wildfires. Rather than canceling the meeting, the Planning Commission held its first fully remote/virtual meeting. No staff, public, or commissioners were present at City Hall but a full meeting still occurred and streamed to the City's YouTube channel. Instructions for participating virtually were posted at City Hall for members of the public that may have shown up to participate in person. The meeting featured a work session on the I-5 Pedestrian Bridge and Town Center Gateway Plaza. At the conclusion of the work session the Commission expressed their preferences for design of both the bridge and the plaza.

Wilsonville Town Center Plan

I-5 Pedestrian Bridge



WILSONVILLE TOWN CENTER
I-5 PEDESTRIAN BRIDGE

The Town Center project team continued development of bridge and plaza designs for the I-5 Pedestrian Bridge and Town Center Gateway Plaza project, which will provide an important connection between Town Center, the Wilsonville Transit Center, and neighborhoods west of Interstate 5. In September, the project team presented the results of the August online survey and virtual open houses to the Planning Commission and City Council, seeking confirmation of a preferred bridge type, design element priorities, and plaza design approaches. The Planning Commission expressed an overall preference for the tied arch design and provided a variety of guidance on the Gateway Plaza. After receiving the presentation, City Council elected to delay stating a preference until a future regular session meeting scheduled for October 5. After receiving City Council direction, the project team will move forward with detailed design of the preferred bridge and a gateway plaza that includes the prioritized design elements. General project information is available on the project website: www.letstalkwilsonville.com/I5-Ped-Bridge.

Streetscape Plan

The project kicked off in September with a focus on preparing for an initial presentation to Planning Commission in October. Over the course of the project, the consultant team and city staff will seek input on various design elements that will be included in the final plan document. The Town Center Streetscape Plan is an important near-term implementation item of the Town Center Plan. The end product will create a well-designed and implementable palette of street furniture, surface materials, lighting fixtures, and landscaping elements that will reflect the community's aesthetic preferences for Town Center. The final document will provide clear guidelines for streetscapes that will be built as part of private development or capital improvement projects that will result in a cohesive appearance throughout Town Center.



WILSONVILLE TOWN CENTER
STREETSCAPE PLAN

Transportation System Plan

During September, the Town Center team completed the analysis and coordination necessary to update the City's Transportation System Plan (TSP) to integrate the recommended transportation-related infrastructure investments from the Town Center Plan. Based on the results of the limited additional analysis of Wilsonville Road as requested by Oregon Department of Transportation (ODOT), it was determined that no updates to the City's Interchange Area Management Plan (IAMP) will be needed to support the TSP amendments. The TSP amendments are scheduled for public hearing before the Planning Commission in October with a City Council public hearing to follow in November.



WILSONVILLE TOWN CENTER
TSP UPDATE



SEPTEMBER MONTHLY REPORT

From the Director:

Greetings from the Finance Team!

September was an unusual month at City Hall with the facility closure causing much angst with the Accounting team. The team was not able to meet the MUNIS implementation deadlines and we have been forced to move the go-live date to October 26. While disappointed, the extra time allowed us to complete our year-end analysis and begin the work on the annual Comprehensive Annual Financial Report (CAFR).

Beth Wolf and Cricket Jones are leading the MUNIS training for the rest of City staff over the next two weeks for purchasing, purchase cards and contracts. With the new system, all purchases not made with a purchasing card will require a system generated purchase order. The system is set up to automatically notify the appropriate approvers which should simplify the process. All invoices will be approved electronically as well through the system with copies of the invoices accessible online for easy viewing. This alone will be a great time and space saver as we currently keep three years worth of paper copies of invoices and check vouchers!

Barbara Jacobson and Amanda Bryant, who handles our transit tax payments, continue to work with Rockwell Collins on their past due payments. They have paid a majority of their payments including \$140K in penalties for late payments. Unfortunately, several checks were inadvertently sent to the State Treasurer and Barbara is now working with their offices to reimburse the City.

Happy Fall!!

-Cathy Rodocker

By the Numbers:

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

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

<u>Utility Billing:</u>		<u>Accounts Payable:</u>		<u>Municipal Court:</u>	
Total Monthly Bills	13,582	Invoices Processed	1288	Total Citations Issued	305
New Customers	189	Payments Processed	894	Total Suspensions Issued	100
New Service Locations	23			Ticket Revenue	\$47,101

FY21 Financial Update:

Attached please find the financial reports for the month of September 2020. Below is a high-level review of where we are currently at for the end of the first quarter.

General Fund:

For the first quarter, we have received 10% of the overall budgeted revenues. This is lower than anticipated as we are seeing a reduction in the amount of past due property taxes being remitted. Last year for the same time period, we had received approximately \$300K more than received to date. On the expense side, the 52% spent in transfers reflect the 5-year Operating Loan to the Stormwater Fund.

Building Fund:

The building fund revenues for the first quarter represents 20% of the budgeted revenues, slightly lower than anticipated. Expenses for the first quarter have exceeded revenues by \$120K.

Community Development:

The Community Development revenues for the first quarter represents 25% of the budgeted revenues. It is import to note that a large portion of the revenues are from the increased subsidy from the General Fund. Expenses are slightly lower than anticipated leaving the fund with less expenses than revenue.

Road Operating Fund:

The Road Operating Fund revenues for the first quarter are coming in at 14% of the budgeted revenues. As expected, the reduction in driving over the last several months are being reflected in lower than normal gas tax revenues. Comparing the revenues received in August and September to last year, we have a reduction of nearly \$54K.

Transit Fund:

Transit Taxes reported to date reflect the amount collected but earned in FY2020. The first quarter taxes will be collected during the month of October.

Water Fund:

As expected, the water sales for September have rebounded and compares to last year's usage. Finance will continue to monitor the consumption and revenues of the operating fund.

All other operating funds revenues and expenses are in line with budgeted expectations.

	Budget	Activity	% Used
Fund 110 General Fund:			
Taxes	11,954,800	133,733	1%
Intergovernmental	2,415,495	240,962	10%
Licenses and Permits	182,750	147,932	81%
Charges for Services	672,610	95,719	14%
Fines	320,000	47,101	15%
Investment Revenue	163,900	42,977	26%
Other Revenues	1,180,350	501,045	42%
Transfers	3,429,047	796,625	23%
Total Revenue	20,318,952	2,006,095	10%
Personal Services	9,334,432	1,741,474	19%
Materials and Services	10,186,292	1,546,531	15%
Capital Outlay	20,000	0	-%
Transfers	5,647,535	2,958,562	52%
Total Expense	25,188,259	6,246,566	25%
Fund 210 Fleet Fund:			
Charges for Services	1,411,703	353,032	25%
Investment Revenue	9,600	6,912	72%
Other Revenues	18,000	0	-%
Total Revenue	1,439,303	359,944	25%
Personal Services	788,700	129,422	16%
Materials and Services	676,906	104,846	15%
Capital Outlay	65,000	0	-%
Transfers	2,400	600	25%
Total Expense	1,533,006	234,868	15%
Fund 230 Building Fund:			
Licenses and Permits	877,190	138,675	16%
Licenses and Permits-Villebois	73,375	39,739	54%
Charges for Services	9,600	2,400	25%
Investment Revenue	22,800	21,631	95%
Transfers	40,883	10,221	25%
Total Revenue	1,023,848	212,666	21%
Personal Services	1,081,750	198,943	18%
Materials and Services	165,347	62,418	38%
Transfers	405,321	76,332	19%
Total Expense	1,652,418	337,692	20%
Fund 235 Community Development Fund:			
Intergovernmental	63,000	0	-%
Licenses and Permits	689,983	149,676	22%
Licenses and Permits-Villebois	11,740	11,552	98%
Charges for Services	607,450	127,072	21%
Investment Revenue	12,500	13,238	106%
Other Revenues	250	103	41%
Transfers	2,862,264	751,612	26%
Total Revenue	4,247,187	1,053,253	25%
Personal Services	3,215,620	579,420	18%
Materials and Services	712,625	44,996	6%
Transfers	584,243	146,061	25%
Total Expense	4,512,488	770,477	17%
Fund 240 Road Operating Fund:			
Intergovernmental	2,382,151	276,314	12%
Investment Revenue	2,000	4,918	246%
Other Revenues	2,000	162	8%
Total Revenue	2,386,151	281,394	12%
Personal Services	382,270	57,618	15%
Materials and Services	514,578	60,628	12%
Debt Service	82,000	0	-%
Transfers	1,525,765	57,103	4%
Total Expense	2,504,613	175,349	7%

	Budget	Activity	% Used
Fund 245 Road Maintenance Fund:			
Charges for Services	2,065,000	519,257	25%
Investment Revenue	3,100	16,785	541%
Total Revenue	2,068,100	536,042	26%
Transfers	3,458,278	8,861	-%
Total Expense	3,458,278	8,861	0%
Fund 260 Transit Fund:			
Taxes	5,050,000	1,409,018	28%
Intergovernmental	5,296,588	32,028	1%
Charges for Services	170,000	0	-%
Investment Revenue	36,100	165,503	458%
Other Revenues	16,000	0	-%
Total Revenue	10,568,688	1,606,549	15%
Personal Services	4,106,110	715,783	17%
Materials and Services	2,268,268	410,359	18%
Capital Outlay	2,629,941	55,487	2%
Transfers	721,421	148,593	21%
Total Expense	9,725,740	1,330,221	14%
Fund 310 Water Operating Fund:			
Charges for Services	9,006,000	3,598,626	40%
Fines	19,000	0	-%
Investment Revenue	195,000	91,488	47%
Other Revenues	195,270	4,000	2%
Total Revenue	9,415,270	3,694,115	39%
Personal Services	615,190	106,650	17%
Materials and Services	4,405,491	808,139	18%
Capital Outlay	426,000	107,205	25%
Transfers	3,979,914	215,919	5%
Total Expense	9,426,595	1,237,914	13%
Fund 320 Sewer Operating Fund:			
Charges for Services	8,147,000	2,048,907	25%
Investment Revenue	196,200	87,654	45%
Other Revenues	18,000	1,619	9%
Transfers	600,000	0	-%
Total Revenue	8,961,200	2,138,180	24%
Personal Services	365,500	69,272	19%
Materials and Services	3,577,813	532,593	15%
Debt Service	2,960,000	0	-%
Transfers	3,863,718	329,681	9%
Total Expense	10,767,031	931,546	9%
Fund 350 Street Lighting Fund:			
Charges for Services	524,150	132,251	25%
Investment Revenue	12,500	3,051	24%
Total Revenue	536,650	135,302	25%
Materials and Services	381,320	85,222	22%
Transfers	1,088,820	6,512	1%
Total Expense	1,470,140	91,734	6%
Fund 370 Storm Water Operating Fund:			
Charges for Services	3,370,000	823,913	24%
Investment Revenue	15,300	7,606	50%
Transfers	2,500,000	2,500,000	100%
Total Revenue	5,885,300	3,331,519	57%
Personal Services	270,080	50,007	19%
Materials and Services	782,453	67,395	9%
Debt Service	679,200	0	-%
Transfers	2,849,969	676,936	24%
Total Expense	4,581,702	794,338	17%



SEPTEMBER 2020 MONTHLY REPORT

From the Director

Just when you think you have the 'new normal' figured out, the wildfires start.

Due to the wildfire smoke, the library was closed September 10 through 18. During that time, library staff continued to update the library's website and social media channels with information and resources, including evacuation checklists, air quality monitors, and library services available from home, as well as the status of library operations. When the library re-opened on Saturday, September 19, over 2,200 library items were checked out that day by library users. On a normal Saturday in pandemic times, the average number of checked out items is 600, and during non-pandemic times 800.

The Libraries in Clackamas County (LINCC) Directors Group increased holds and check-out limits per library card to 40 and 80 respectively. This change has proved popular, as evidenced by the increasing number of holds on our shelves.

The regular fall programs have returned. Storytime is now streamed live online, along with Toddler Time. A new addition to the children's programming lineup is "Spanish Read-Alouds for Niños," in which Outreach Librarian Deborah Gitlitz shares some great books from our children's Spanish section. Adult programs included Article Club, Book Club, a "Profiles" presentation about paleontologist Mary Anning, and a genealogy workshop "How to Write Stories Your Relatives Will Want to Read," which saw the largest adult online program audience yet at 22 participants. History Pub, a program in collaboration with McMenamins, was postponed.

Demand for the "Book Bundles" has been overwhelming. These bundles of 3-5 books based around a theme are available for children, teens and adults, and serve as a way for library users to 'browse' for books and DVDs without entering the library's stacks. Especially popular are the bundles for children, with many parents often picking up a few bundles at a time to take home.

The wi-fi hotspots purchased with the support of the Wilsonville Public Library Foundation are now in circulation and available to the public. So far the response has been positive to this solution for providing internet access to Wilsonville citizens.

The Friends of the Wilsonville Library held a Book Donation Drive on Wednesday, September 30. Over forty people brought bags and boxes of books to help restock the Friends' bookstore "Twice Sold Tales" in the library's lobby, which is currently selling books online.

-Pat Duke, Library Director



Recreation Updates:

- Community Center Updates:** September fires and subsequent City closures did not slow down the ongoing programming at the Community Center. The nutrition staff continued to provide 90+ home delivered meals per day ensuring our most vulnerable community members were able to receive a nutritious meal even throughout the chaos. Overall, the nutrition program remained steady serving 2,051 meals for the month which is consistent with other recent months. Since our watercolor painting class had already moved online as a result of Covid—19, we were still able to offer the class even when many other activities in the area were cancelled. Class participants were appreciative of the 3 hour respite where they were able to clear their minds and focus on their paintings.
- Harvest Festival 2020 Planning and Implementation:** The Recreation team was busy planning and preparing for a modified 2020 Harvest Festival event this month, which will take place October 14 through 29. The festival website, WilsonvilleParksandRec.com/HarvestFestival is now home to the event calendar, event descriptions, prize pictures and more! This modified, 15 day festival will be a mix of drive-through events, virtual contests, and scavenger hunts. Recreation Coordinator, Erica, is thrilled to be offering a community event during this time. It has taken a lot of creative planning and team work to pull it off, and we hope it will bring a smile to Wilsonville families.
- Fall Camps:** Several fall sports camps were offered in September including two soccer shots camps at Memorial Park, and various Skyhawk's Sports camps at Palermo Park in Villebois. All camps ran in accordance with Oregon Health Authority (OHA) and state guidelines.
- Playgrounds:** Playgrounds re-opened this month! In accordance with OHA guidelines, playgrounds were allowed to re-open in September. Our parks crew worked diligently to make sure all playgrounds received a safety inspection before opening. We are thrilled to once again provide these amenities to our community.
- Closures:** The Parks and Rec Admin building was closed due to poor air quality September 10—18.



October

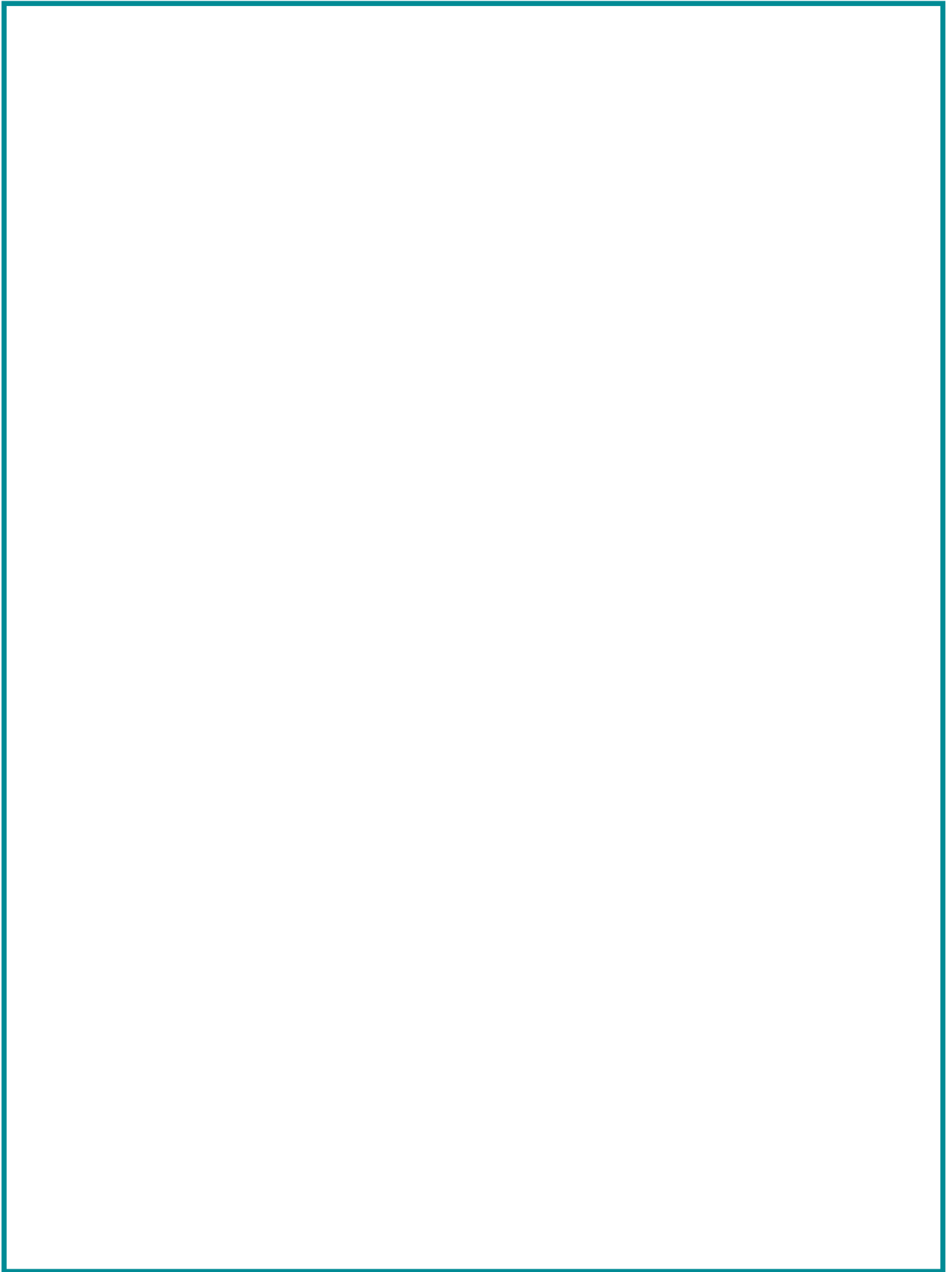


Harvest Festival Event Schedule

Monday Tuesday Wednesday Thursday Friday Saturday Sunday



		<p>14th</p> <p>Drive-Through Ice Cream and Craft Pick-Up (Adult 55+) 1 pm - 2:30 pm Community Center parking lot (No Walk-Ups)</p>	<p>15th</p> <p>Drive-Through Pumpkin & Craft Pick-Up 10 am - 12 pm Murase Plaza Parking lot (No Walk-Ups)</p> <p>Storytime LIVE with the WPL* Ages 3+ 10:30 am Virtual</p>	<p>16th</p> <p>Baby Rhyme Time with the WPL* Ages 0 - 12 mo. 10:30 am Virtual</p> <p>Virtual Contest: Fall Door Decor'</p>	<p>17th</p> <p>Virtual Contest: Fall Door Decor'</p>	<p>18th</p> <p>Virtual Craft: Wand Making 11 am</p> <p>Virtual Contest: Fall Door Decor'</p>
<p>19th</p> <p>Hidden Pumpkin Hunt #1 Clue @ 9 am</p>	<p>20th</p> <p>Toddler Time with the WPL* Ages 1 & 2 10:30 am Virtual</p> <p>Soles4Souls Sneaker Drive 11 am - 3 pm P&R Admin</p> <p>Hidden Pumpkin Hunt #2 Clue @ 4 pm</p>	<p>21st</p> <p>Hidden Pumpkin Hunt #3 Clue @ Noon</p>	<p>22nd</p> <p>Storytime LIVE with the WPL* Ages 3+ 10:30 am Virtual</p> <p>Hidden Pumpkin Hunt #4 Clue @ 5 pm</p>	<p>23rd</p> <p>Baby Rhyme Time with the WPL* Ages 0 - 12 mo 10:30 am Virtual</p> <p>Hidden Pumpkin Hunt #5 Clue @ 2 pm</p>	<p>24th</p> <p>Virtual Contest: Howl-O-Ween</p> <p>Virtual Contest: Pumpkin Carving</p>	<p>25th</p> <p>Virtual Contest: Howl-O-Ween</p> <p>Virtual Contest: Pumpkin Carving</p>
<p>26th</p> <p>Guess the weight of the pumpkin Town Center Park</p>	<p>27th</p> <p>Toddler Time LIVE with the WPL* Ages 1 & 2 10:30 am Virtual</p> <p>Guess the weight of the pumpkin Town Center Park</p>	<p>28th</p> <p>Chalk the Park Costume Day 10 am - 12 pm Town Center Park</p> <p>Guess the weight of the pumpkin Town Center Park</p>	<p>29th</p> <p>"Slightly Spooky Storytime and Pumpkin Polka Parade" LIVE with the WPL* Ages 3+ 10:30 am Virtual</p>	<p>*WPL = Wilsonville Public Library</p> <div data-bbox="954 1675 1364 1843" data-label="Image"> </div> <div data-bbox="1052 1843 1396 1978" data-label="Image"> </div>		





WILSONVILLE
OREGON

SOLES4SOULS DRIVE THROUGH SHOE DRIVE

TUESDAY, OCTOBER 20 - 11:00 AM - 3:00 PM

PARKS AND REC. ADMIN BLDG. PARKING LOT
29600 SW PARK PLACE, WILSONVILLE OR

ACCEPTING NEW AND GENTLY WORN SHOES ONLY



Parks Maintenance Updates:

- Performed routines safety inspections of all playgrounds
- Re-Opened Playgrounds in accordance with Oregon Health Authority guidelines
- Oversaw installation of bathroom at new dog park site
- Completed trails at new dog park site
- Cleaned up fallen trees and debris after windstorms



MONTHLY NEWS

City of Wilsonville Police

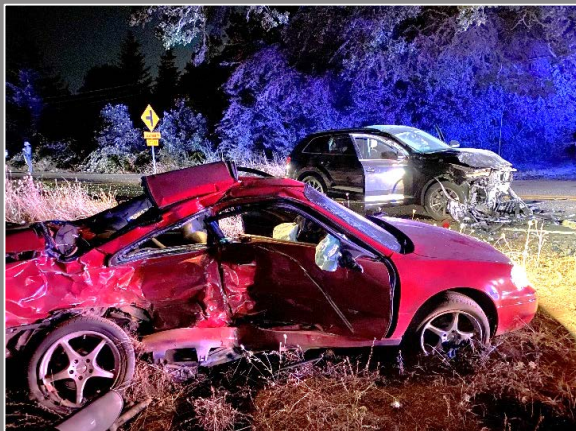
VOLUME 3 | ISSUE 9 | PUBLISHED OCTOBER 8, 2020 | **September 2020**

September's heat and unusually strong winds triggered an unprecedented wildfire event for Clackamas County and surrounding areas.

As members of the Clackamas County Sheriff's Office, Wilsonville Police were among the many responding. We were "all hands on deck" for several days running and Chief Robert Wurpes headed up the County's command post.

Although the fires are considered contained at this time, for many people and their pets, picking up the pieces and rebuilding is just beginning.

For information about the fires, updates, and resources available to persons needing help, please visit: <https://www.clackamas.us/wildfires>.



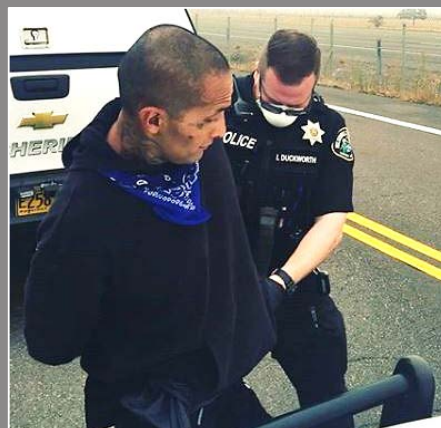
On September 6, Wilsonville Police responded to a fatal traffic crash at SW Stafford Rd and SW Newland Rd. Christian Mei, 16, was the driver of a red 2001 Honda Acura. He lost control of his vehicle and crossed the centerline, where he struck an oncoming 2019 Audi SUV, occupied by a family of three. All parties were transported to medical; however, Mei's passenger, Nicholas King, also 16, was pronounced deceased at the scene.

These types of accidents are traumatic for all persons involved, and touch many lives--family, friends, communities, and first responders.

While patrolling on September 13, Wilsonville's Officer Justin Smith, a deputy with the Clackamas County Sheriff's Office happened across a male with a belt around his neck walking along SW Boones Ferry Rd near SW Nike Dr. The subject was behaving strangely and Officer Smith made contact. He soon recognized the subject was Isidro Patricio Aguilera Jr., a murder suspect wanted by Woodburn Police.

What gave him away so quickly? His distinctive tattoos.

Officer Isaiah Duckworth, another deputy with Clackamas County, backed up Officer Smith and Mr. Aguilera Jr. was taken into custody without incident. He was later remanded to Woodburn Police.



Left: Officer Isaiah Duckworth, a deputy with Clackamas County

WILSONVILLE MONTHLY ACTIVITY REPORT September 2020

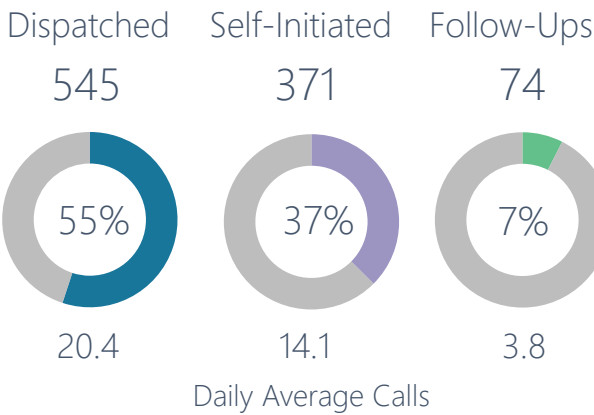
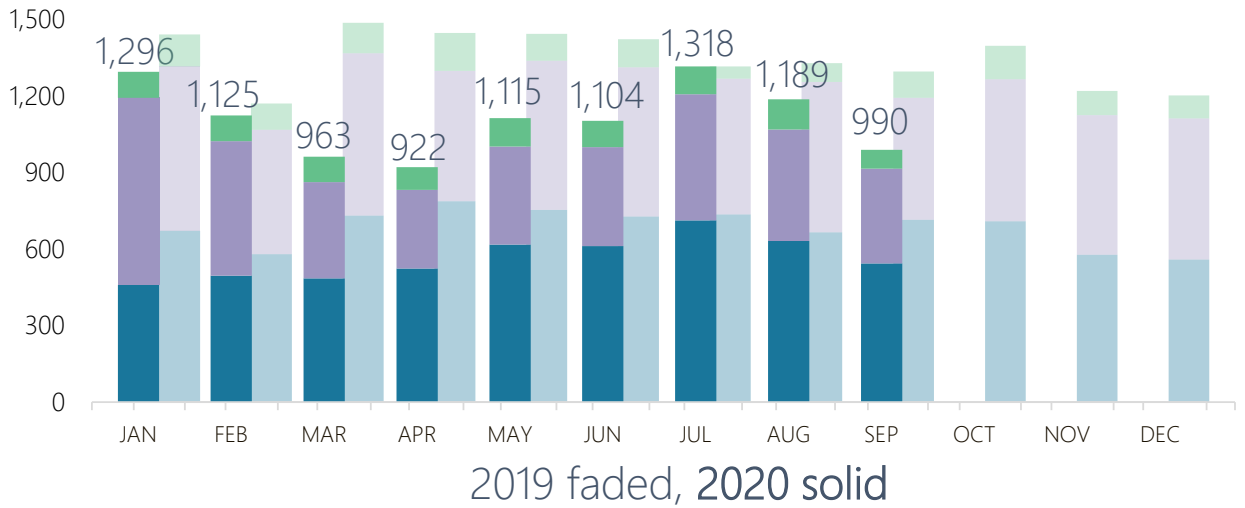


CITY OF WILSONVILLE POLICE DEPARTMENT
30000 SW Town Center Loop
Wilsonville, OR 97070

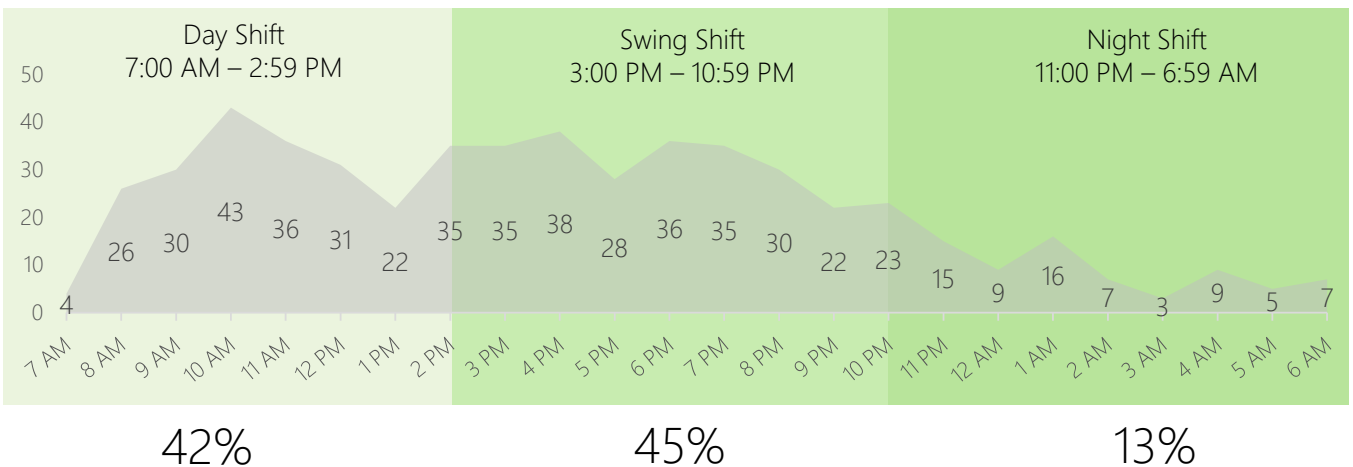
In Partnership with



**Clackamas County
Sheriff's Office**

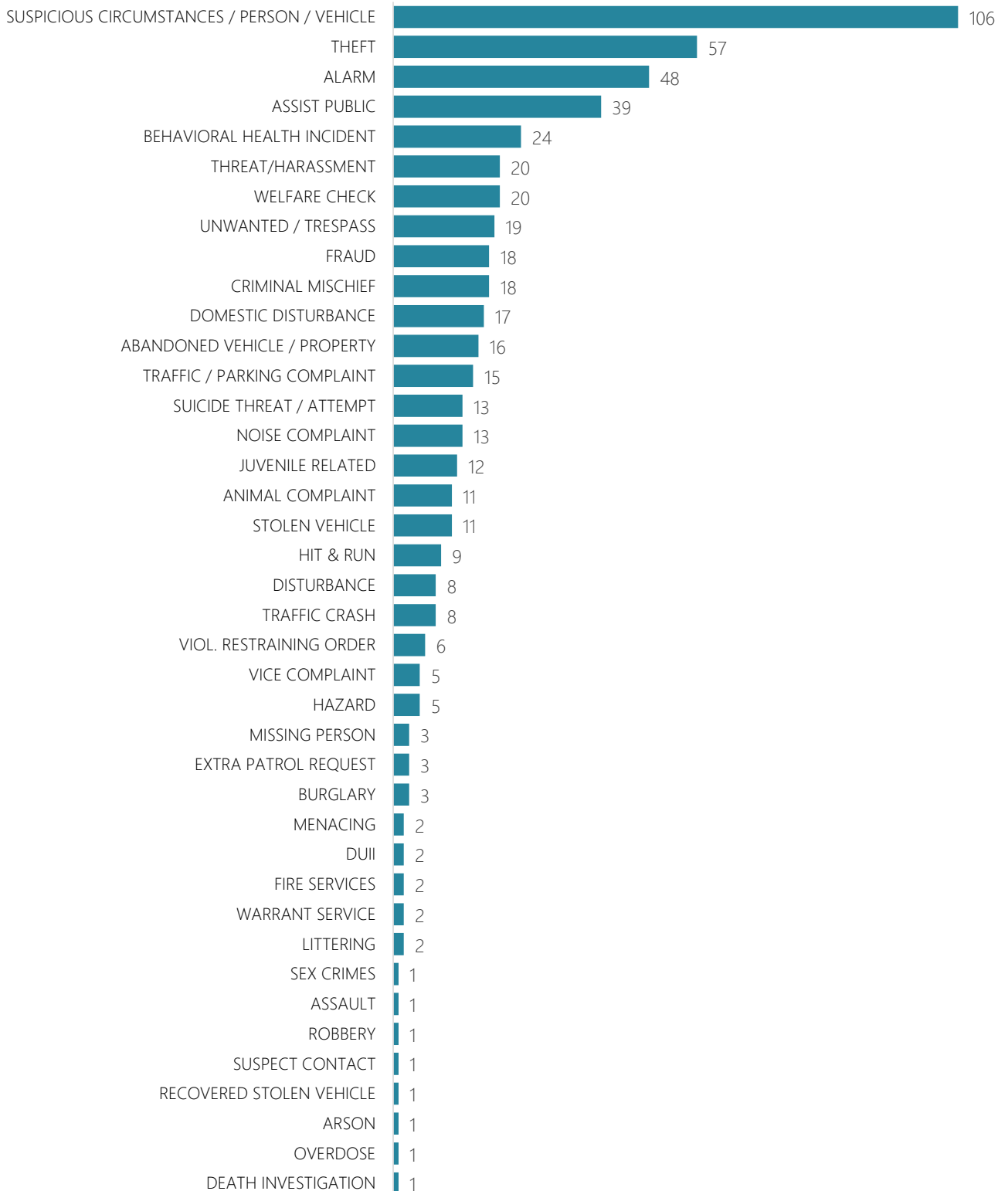


Median Hold & Response Times for Dispatched Calls		
Duration Type	All Calls	Priority 1 & 2 Calls
Hold Duration (Input to Dispatch)	3:38	2:10
Response Duration (Dispatch to Arrival)	5:57	5:13

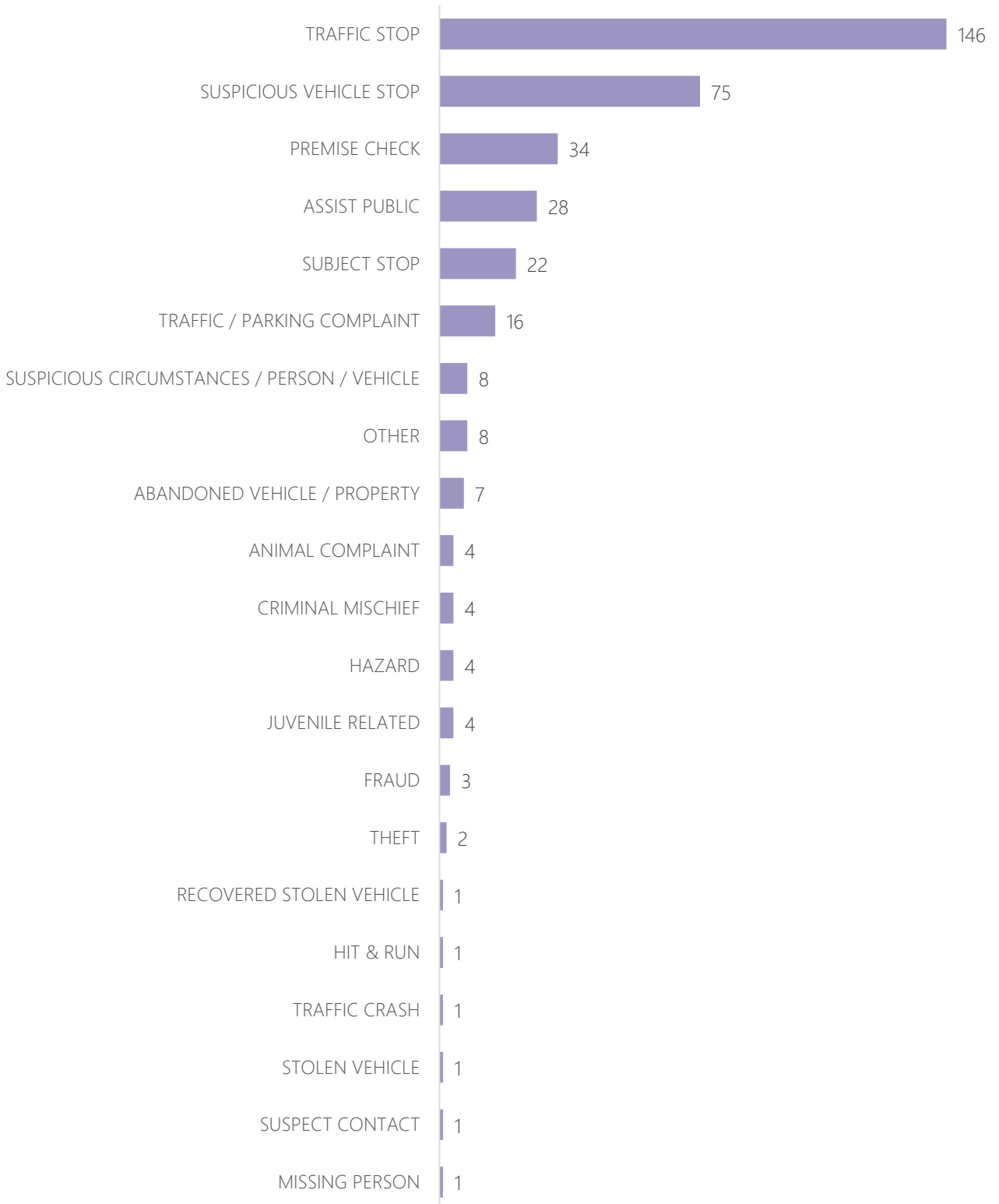


Dispatched Calls for Service Breakdown by Hour of Day & Shift Time Groupings (not actual breakdown of Wilsonville PD shift schedules)

Dispatched Call Types



Self-Initiated Call Types



Dispatched Call Types

DISPATCHED CALL TYPE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2020 Monthly Trend Line
ABANDONED VEHICLE / PROPERTY	14	10	11	17	11	18	14	20	16				
ALARM (3rd)	38	48	52	40	0	47	53	49	48				
ANIMAL COMPLAINT	11	7	22	6	0	18	26	26	11				
ARSON	0	0	0	0	0	0	0	0	1				
ASSAULT	6	5	4	4	0	4	4	7	1				
ASSIST PUBLIC (5th)	24	32	36	28	9	43	62	35	39				
BEHAVIORAL HEALTH INCIDENT	7	24	18	8	0	16	25	11	24				
BURGLARY	8	7	7	1	0	5	3	10	3				
COVER OFFICER	6	1	0	0	1	1	4	4	0				
CRIMINAL MISCHIEF	6	7	5	10	16	21	13	22	18				
DEATH INVESTIGATION	0	4	1	0	3	4	2	4	1				
DISTURBANCE	11	7	8	11	7	6	13	11	8				
DOMESTIC DISTURBANCE	16	19	32	21	31	36	23	27	17				
DUII	6	10	3	3	5	1	4	7	2				
EXTRA PATROL REQUEST	2	1	0	1	0	0	0	5	3				
FIRE SERVICES	6	7	8	3	0	7	5	7	2				
FRAUD	16	19	16	22	19	19	31	29	18				
HAZARD	3	7	3	5	4	3	5	6	5				
HIT & RUN	7	11	10	13	12	9	15	17	9				
JUVENILE RELATED	18	17	23	17	15	24	22	14	12				
LITTERING	1	3	0	0	1	1	3	0	2				
MARINE PATROL	0	1	0	1	0	0	0	1	0				
MENACING	1	0	0	1	0	0	0	1	2				
MINOR IN POSSESSION	6	2	4	1	1	1	1	1	0				
MISSING PERSON	5	5	6	5	5	6	1	4	3				
NOISE COMPLAINT	10	9	17	16	20	21	16	15	13				
OTHER	0	2	1	5	2	2	4	0	0				
OVERDOSE	1	0	0	0	0	2	1	0	1				
PREMISE CHECK	1	1	0	4	1	0	0	0	0				
PROMISCUOUS SHOOTING	1	0	2	3	1	0	0	3	0				
PROWLER	0	1	2	0	1	1	1	0	0				
PURSUIT	0	0	0	1	0	0	0	0	0				
RECOVERED STOLEN VEHICLE	1	1	2	2	5	3	2	1	1				
ROBBERY	0	0	0	0	1	1	1	0	1				
SEX CRIMES	4	0	2	3	1	0	4	3	1				
SHOOTING	0	0	0	0	0	0	0	1	0				
STOLEN VEHICLE	1	8	9	9	17	8	11	10	11				
SUBJECT STOP	0	0	0	0	1	0	0	0	0				
SUICIDE THREAT / ATTEMPT	3	16	8	14	8	10	11	14	13				
SUSPECT CONTACT	1	0	0	3	4	3	1	0	1				
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE (1st)	71	69	55	57	95	87	107	82	106				
SUSPICIOUS VEHICLE STOP	2	0	0	0	0	0	0	0	0				
THEFT (2nd)	46	40	36	75	66	51	64	48	57				
THREAT/HARASSMENT	15	19	20	29	22	33	23	21	20				
TRAFFIC / PARKING COMPLAINT	13	11	9	25	19	18	26	22	15				
TRAFFIC CRASH	10	13	11	6	8	13	15	14	8				
TRAFFIC STOP	1	0	0	0	0	0	1	0	0				
UNWANTED / TRESPASS	19	17	13	20	22	23	27	24	19				
VICE COMPLAINT	3	7	4	1	2	7	4	0	5				
VIOL. RESTRAINING ORDER	1	1	1	5	6	2	6	7	6				
WARRANT SERVICE	2	1	1	0	2	0	1	0	2				
WELFARE CHECK (4th)	32	26	24	28	40	40	58	50	20				
Grand Total	456	496	486	524	484	615	713	633	545				

*Top 5 call types in red

Self-Initiated Call Types

SELF-INITIATED CALL TYPE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2020 Monthly Trend Line
ABANDONED VEHICLE / PROPERTY	1	8	5	7	1	1	4	5	7				
ALARM	1	0	0	0	0	0	0	0	0				
ANIMAL COMPLAINT	7	2	2	5	0	4	4	3	4				
ASSAULT	1	0	0	0	0	0	0	0	0				
ASSIST PUBLIC (5th)	21	17	16	22	8	26	19	33	28				
CRIMINAL MISCHIEF	6	2	0	0	1	0	1	1	4				
DISTURBANCE	0	1	0	0	0	0	0	0	0				
DUII	0	0	1	0	0	0	0	1	0				
EXTRA PATROL REQUEST	15	9	0	3	4	2	3	3	0				
FIRE SERVICES	1	0	0	1	0	0	0	0	0				
FRAUD	2	2	1	0	0	2	2	3	3				
HAZARD	2	0	3	1	0	1	3	3	4				
HIT & RUN	0	1	2	1	0	0	0	0	1				
JUVENILE RELATED	1	1	2	0	0	0	0	1	4				
K9 REQUEST	0	0	1	0	1	0	1	1	0				
MINOR IN POSSESSION	3	2	0	0	0	0	0	0	0				
MISSING PERSON	0	0	0	0	0	0	0	0	1				
NOISE COMPLAINT	0	0	0	0	0	0	1	0	0				
OTHER	1	0	4	5	2	5	1	2	8				
PREMISE CHECK (2nd)	98	57	83	88	55	99	98	38	34				
PURSUIT	1	1	0	1	0	0	0	1	0				
RECOVERED STOLEN VEHICLE	1	1	1	4	2	0	1	0	1				
SEX CRIMES	0	0	3	0	0	1	0	1	0				
STOLEN VEHICLE	0	0	0	0	1	1	0	0	1				
SUBJECT STOP (4th)	30	19	12	19	22	34	28	29	22				
SUICIDE THREAT / ATTEMPT	0	0	0	0	1	0	0	0	0				
SUSPECT CONTACT	3	4	5	5	1	3	4	4	1				
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE	8	4	5	18	21	10	19	13	8				
SUSPICIOUS VEHICLE STOP (3rd)	84	62	52	60	51	58	103	78	75				
THEFT	5	2	1	2	2	3	2	1	2				
THREAT/HARASSMENT	1	0	2	1	0	0	0	0	0				
TRAFFIC / PARKING COMPLAINT	24	17	10	8	11	9	10	15	16				
TRAFFIC CRASH	4	3	1	1	1	1	2	0	1				
TRAFFIC STOP (1st)	390	308	161	53	183	122	188	199	146				
UNWANTED / TRESPASS	0	1	0	2	1	1	0	0	0				
VICE COMPLAINT	0	0	0	1	0	0	0	1	0				
WARRANT SERVICE	9	2	3	1	0	3	1	1	0				
WELFARE CHECK	1	2	2	0	1	3	1	0	0				
Grand Total	721	528	378	309	370	389	496	437	371				

*Top 5 call types in red

Dispatched Call Types

Call Type	September			
	2019	# Diff.	% Diff.	2020
ABANDONED VEHICLE / PROPERTY	20	-4	-20%	16
ALARM	59	-11	-19%	48
ANIMAL COMPLAINT	26	-15	-58%	11
ARSON	0	1	NC	1
ASSAULT	5	-4	-80%	1
ASSIST PUBLIC	46	-7	-15%	39
BEHAVIORAL HEALTH INCIDENT	11	13	118%	24
BURGLARY	3	No Change	No Change	3
COVER OFFICER	1	-1	-100%	0
CRIMINAL MISCHIEF	11	7	64%	18
DEATH INVESTIGATION	1	No Change	No Change	1
DISTURBANCE	5	3	60%	8
DOMESTIC DISTURBANCE	24	-7	-29%	17
DUII	6	-4	-67%	2
EXTRA PATROL REQUEST	1	2	200%	3
FIRE SERVICES	15	-13	-87%	2
FRAUD	29	-11	-38%	18
HAZARD	14	-9	-64%	5
HIT & RUN	9	No Change	No Change	9
JUVENILE RELATED	23	-11	-48%	12
LITTERING	0	2	NC	2
MENACING	0	2	NC	2
MINOR IN POSSESSION	3	-3	-100%	0
MISSING PERSON	9	-6	-67%	3
NOISE COMPLAINT	6	7	117%	13
OVERDOSE	0	1	NC	1
PREMISE CHECK	2	-2	-100%	0
PROMISCUOUS SHOOTING	1	-1	-100%	0
RECOVERED STOLEN VEHICLE	2	-1	-50%	1
ROBBERY	0	1	NC	1
SEX CRIMES	2	-1	-50%	1
STOLEN VEHICLE	5	6	120%	11
SUICIDE THREAT / ATTEMPT	16	-3	-19%	13
SUSPECT CONTACT	1	No Change	No Change	1
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE	78	28	36%	106
THEFT	24	33	138%	57
THREAT/HARASSMENT	21	-1	-5%	20
TRAFFIC / PARKING COMPLAINT	23	-8	-35%	15
TRAFFIC CRASH	14	-6	-43%	8
UNWANTED / TRESPASS	22	-3	-14%	19
VICE COMPLAINT	11	-6	-55%	5
VIOL. RESTRAINING ORDER	4	2	50%	6
WARRANT SERVICE	1	1	100%	2
WELFARE CHECK	37	-17	-46%	20
Grand Total	591	-46	-8%	545

Increase

Decrease

NC = Not Calculable. A percentage difference is not calculable when the older value equals 0, as the newer value cannot divide into 0.

Self-Initiated Call Types

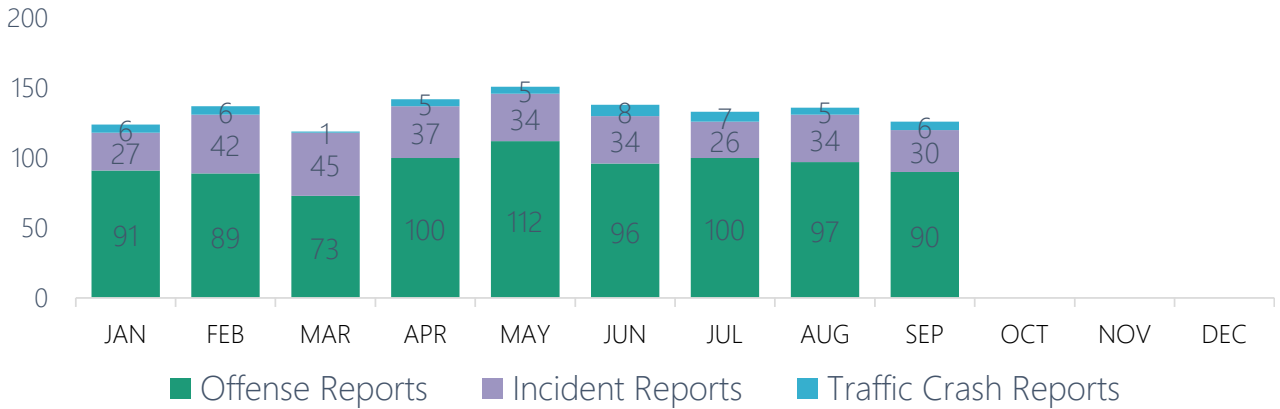
Call Type	September			
	2019	# Diff.	% Diff.	2020
ABANDONED VEHICLE / PROPERTY	11	-4	-36%	7
ANIMAL COMPLAINT	8	-4	-50%	4
ASSAULT	1	-1	-100%	0
ASSIST PUBLIC	30	-2	-7%	28
BEHAVIORAL HEALTH INCIDENT	2	-2	-100%	0
BURGLARY	1	-1	-100%	0
COVER OFFICER	2	-2	-100%	0
CRIMINAL MISCHIEF	0	4	NC	4
EXTRA PATROL REQUEST	2	-2	-100%	0
FRAUD	4	-1	-25%	3
HAZARD	1	3	300%	4
HIT & RUN	3	-2	-67%	1
JUVENILE RELATED	2	2	100%	4
MISSING PERSON	1	No Change	No Change	1
OTHER	7	1	14%	8
PREMISE CHECK	30	4	13%	34
RECOVERED STOLEN VEHICLE	0	1	NC	1
SEX CRIMES	1	-1	-100%	0
STOLEN VEHICLE	1	No Change	No Change	1
SUBJECT STOP	23	-1	-4%	22
SUSPECT CONTACT	4	-3	-75%	1
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE	5	3	60%	8
SUSPICIOUS VEHICLE STOP	73	2	3%	75
THEFT	2	No Change	No Change	2
TRAFFIC / PARKING COMPLAINT	49	-33	-67%	16
TRAFFIC CRASH	2	-1	-50%	1
TRAFFIC STOP	302	-156	-52%	146
UNWANTED / TRESPASS	1	-1	-100%	0
VICE COMPLAINT	2	-2	-100%	0
WARRANT SERVICE	3	-3	-100%	0
WELFARE CHECK	4	-4	-100%	0
Grand Total	577	-206	-36%	371

Increase

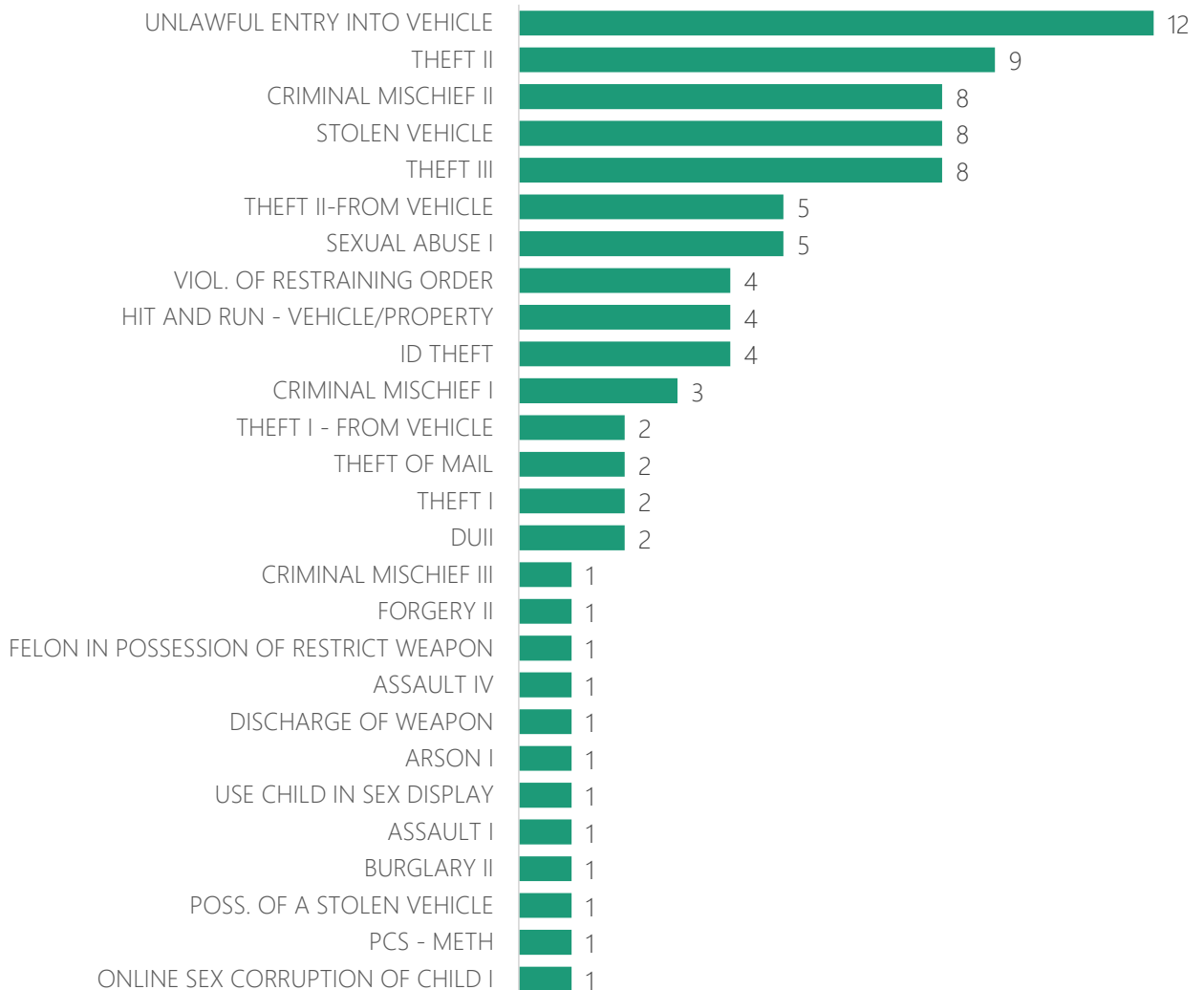
Decrease

NC = Not Calculable. A percentage difference is not calculable when the older value equals 0, as the newer value cannot divide into 0.

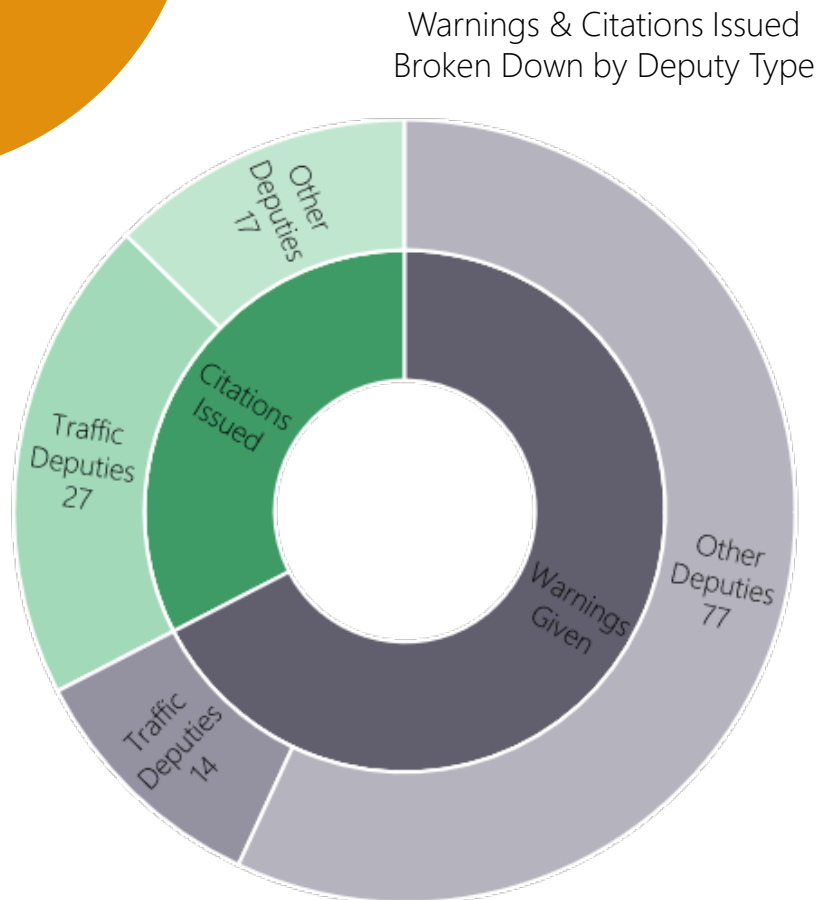
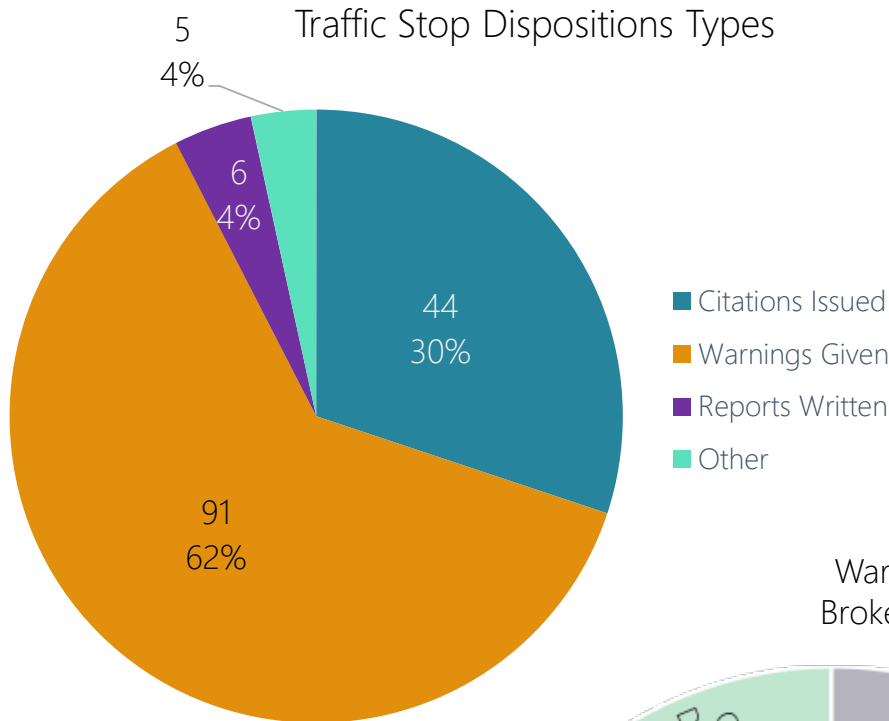
Monthly Reports Written



Offense Reports Written Breakdown by Top Charge

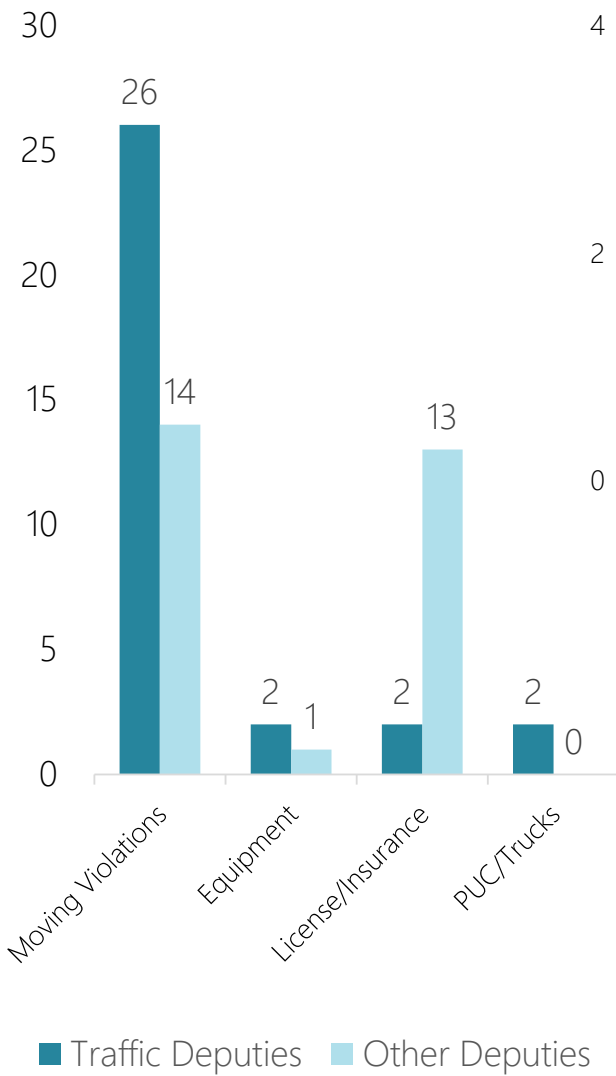


In September 2020, **146** traffic stops were made within the city limits, resulting in **44** citations issued, **91** warnings given, and **6** offense/incident reports created. Of the **44** citations issued, **60** charges were included (see next slide).

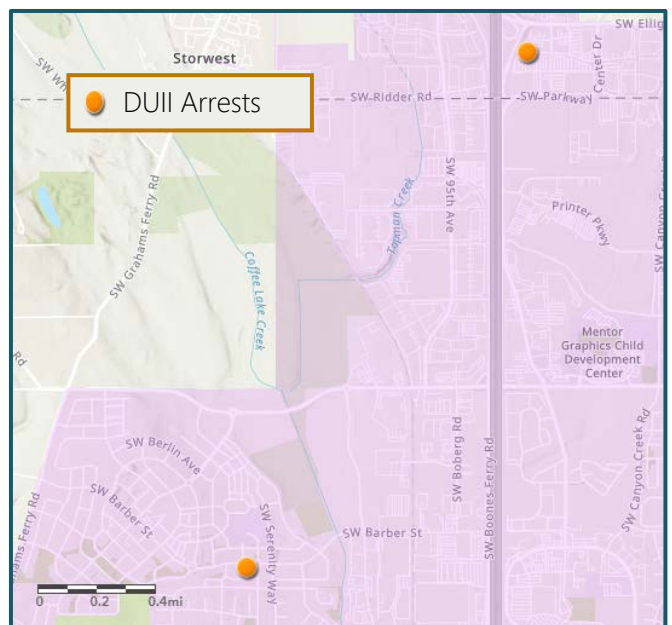
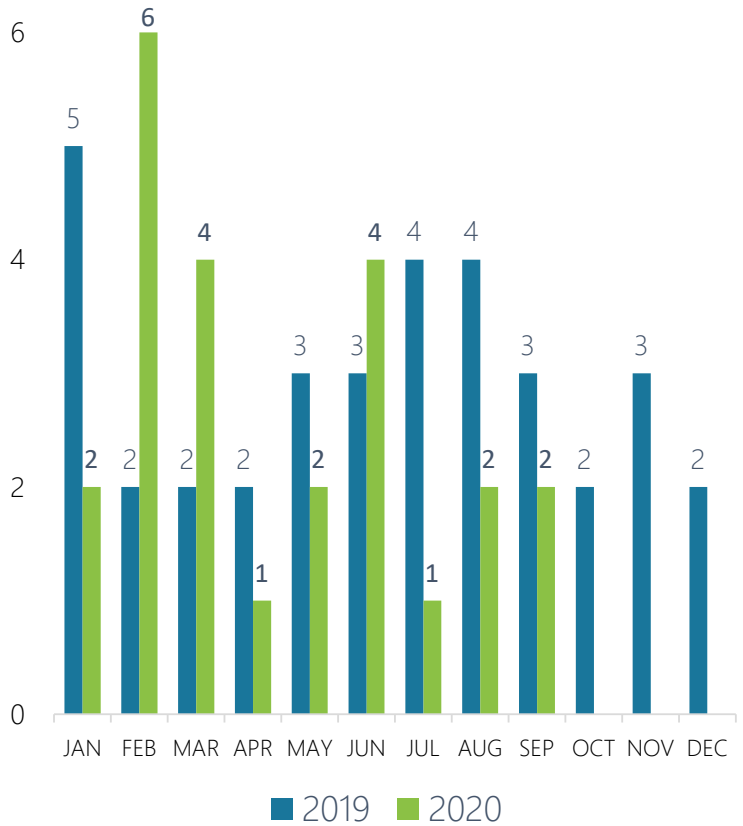


Citation Types Issued:

Of the **44** citations issued, **60** charges were included in the following types:

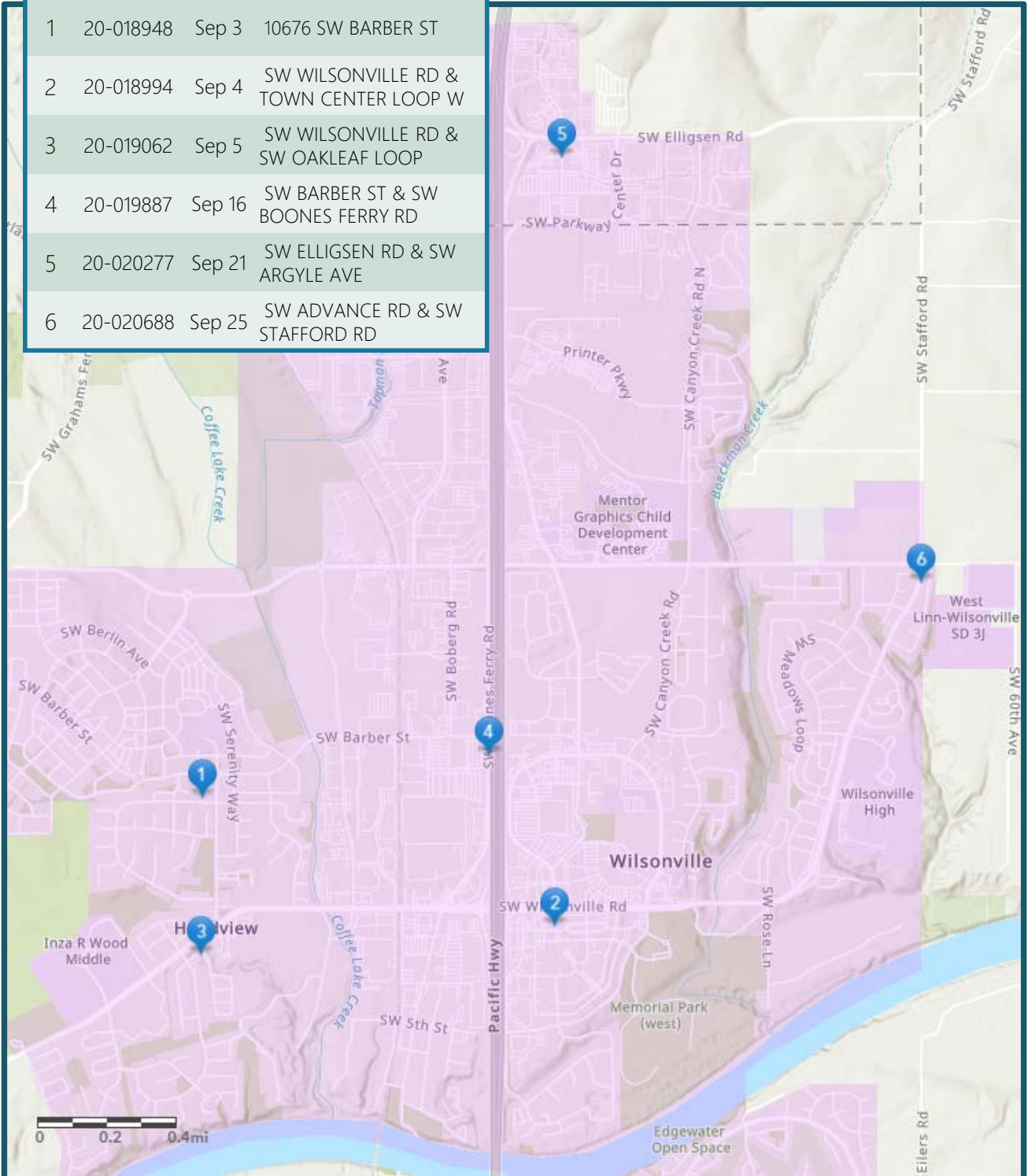


DUII Arrests:



Map of Traffic Crash Reports

#	Case	Date	Address
1	20-018948	Sep 3	10676 SW BARBER ST
2	20-018994	Sep 4	SW WILSONVILLE RD & TOWN CENTER LOOP W
3	20-019062	Sep 5	SW WILSONVILLE RD & SW OAKLEAF LOOP
4	20-019887	Sep 16	SW BARBER ST & SW BOONES FERRY RD
5	20-020277	Sep 21	SW ELLIGSEN RD & SW ARGYLE AVE
6	20-020688	Sep 25	SW ADVANCE RD & SW STAFFORD RD





SEPTEMBER 2020 MONTHLY REPORT

From The Director's Office:

September is designated as Emergency Preparedness month and astoundingly the City was faced with both a major wind storm and a threat of wildfires last month.

Fortunately Public Works personnel believe, live, and practice being ready for any disaster at any time.

During the period of dangerously poor air quality, a rotation of public works staff— one of the supervisors and one worker from each of the three divisions: facilities, utilities, and road – reported to work each day to complete critical job duties.

As emergency first responders, on-site staff completed essential functions including adjusting facility's HVAC systems or distributing box fans with filters to help improvement air quality for the workers reporting to work, removal of downed trees and debris from public right of way caused by the Labor Day wind storm, performing fire watch around the City, replacing downed or broken traffic signs and ensuring a functioning water system.

The wind and fire events last month reconfirmed the importance of emergency preparedness.



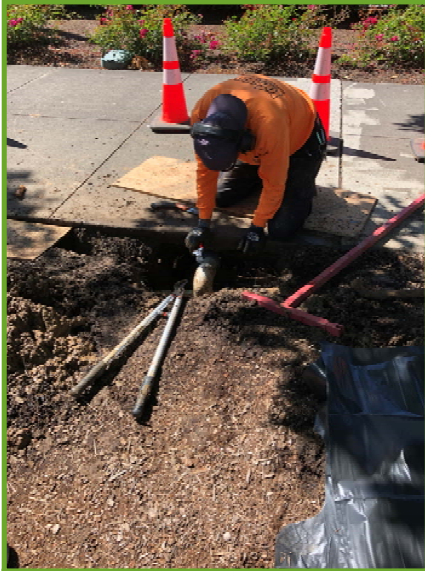
Thanks to the Public Works staff for helping to ensure a safe and livability community.

Best Regards,
Delora Kerber, PE
Public Works Director

Facilities

Picnic Basket and Ants not included

It was a busy month for the Facilities Department. Maintenance staff completed scheduled landscape projects, repaired a break in a main irrigation line, and replaced rotten, damaged boards on the picnic tables near the Wilsonville Public Library.



Repairing irrigation line



Finished picnic table

Learning and Practicing the Art of BAS

Staff attended an in-house training from Delta Controls to better understand the City's Building Automation system (BAS). Trainees followed schematic diagrams to connect wiring to fans and heating elements, creating a simulation of components in the City's existing HVAC equipment. Using a test server, staff had an opportunity to explore different functions and practice programs from their laptops. It provided valuable hands-on experience without affecting HVAC system operations.



Facilities Technicians Javid Yamin and Ivan Crumrine in training

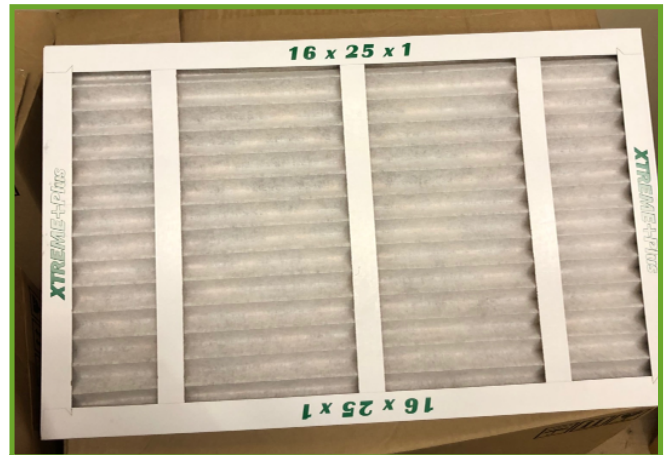
Facilities

We can all breathe easier...

The wildfires in September impacted the quality of life for our community and our staff. Facility Supervisor Matt Baker's home was under Level 3 evacuation, but the Facilities team stayed focused under Operations Manager Martin Montalvo's leadership. City Facilities HVAC systems had to be upgraded to meet COVID best practices standards. The upgrade also reduced the amount of hazardous air particles brought into the building. Additionally, improvised "air scrubbers" made from box fans and HVAC filters, helped reduce the amount of smoke damage to the buildings.



Old filter - discolored by smoke



New filter - what a difference!

Fires Inside Too

In addition to all of the efforts address air quality concerns due to the wildfire smoke, the Facilities crew responded to a small fire started in the WES Transit restroom. The fire triggered the alarm and fortunately no one was injured.



Just a small indoor fire...

Storm Water

Teamwork! Stormwater & Parks

The Stormwater crew assisted Parks Maintenance staff in repairing the trail at the Park at Merryfield. New stormwater drainage pipes were installed under the trail, allowing water to drain in to the adjacent creek. This upgrade will prevent the trail from getting saturated or eroding away, making it safer for year-round use.



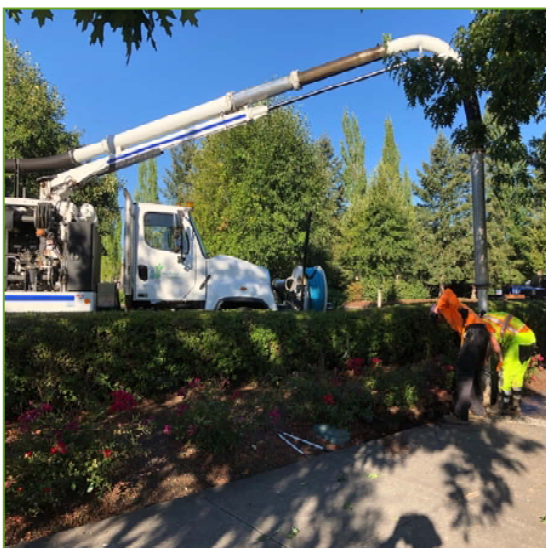
Digging by hand



Using an excavator to move dirt

Teamwork! Stormwater and Facilities

Using a hydro excavation technique, Stormwater staff teamed up with Facilities personnel to tackle an irrigation repair at City Hall. Hydro excavation uses high pressure water to a targeted area, which makes it easier and cleaner to remove soil rather than digging the area by hand. This excavation method also helps reduce the possibility of disturbing utility lines and nearby vegetation.



Minimizing impact



Precision work

Roads

Brush and Dead Trees— Be Gone

The Roads crew cleaned up the Boeckman Dip area, on Boeckman Road just east of Canyon Creek Road. Trees and dense brush were beginning to overtake the sidewalk, potentially restricting pedestrian access. Trimming back the brush discourages animals from nesting in the area and possibly running out into the road. Dead trees that could present a falling risk to drivers and pedestrians were preemptively removed.

The project required traffic control with two flaggers on each end of the work site to safely accommodate the necessary equipment. The crew used a chipper and chipper box so the debris could be cleared quickly and safely, minimizing the interruption to vehicle and pedestrian traffic on Boeckman Road.



Clearing potential hazards

Protecting the Railroad Crossing Guard Arm

Railroad signals are protected by metal guardrails, preventing a collision which could disable the signal and in turn potentially fail to warn vehicle traffic that a train is approaching the intersection. The damage at this location required the entire steel guardrail to be replacement. The rail was bent into the desired shape, and bolted on to new footings and posts.



Damaged guardrail



Completed repairs

Utilities—Water

Respect Your Mother

Mother Nature kept the Water crew very busy in September. The night of the wind storm, Water Tech Sam Kinnaman began receiving emergency calls on the after-hours Utilities pager due to power outages at many of the water facilities. After he ensured all generators and pumps were operating properly, Sam started to clear a tree that had fallen into Town Center Loop E, near the crosswalk between City Hall and the Public Works building. When additional staff arrived to clear the tree, Sam stuck around late into the night to help clear other trees that had fallen on roadways.

When the wildfire smoke began to roll in and the poor air quality forced the City to close its doors, the Utilities division had a staff member present to ensure all water quality sampling was performed on schedule, utility locates were completed and to ensure that all water infrastructure was secure and operating properly.



Tree removal at Public Works

What's in the Bag?

In addition to all of the emergency response, the Water crew performed routine maintenance, completed Utility Billing work orders, and replaced large meters at the Wilsonville High School and The Springs at Wilsonville Senior Living Facility.



Water Technician Jerry Anderson bagging hydrant

Utilities—Wastewater

Protecting Natural Area while Cleaning the Boeckman Creek Easement Sewer Line

The Wastewater crew has been taking advantage of the last remaining days in the dry season to maintain a remote section of sewer main in the Boeckman Creek Riparian Corridor. This narrow strip of environmentally sensitive land is adjacent to the creek, extending from farmland north of Frog Pond through the Wilsonville Meadows housing development to the Willamette River. Although it serves as a habitat for native plants and wildlife, the area contains nearly 40 sewer manholes and over 7,000 feet of sewer mainlines to convey over 100,000 gallons of raw sewage per day.

To minimize our impact to the natural area, the crew utilized their easement machine, a small hydraulic powered cart that traverses rough terrain and narrow paths to bring the high pressure hose closer to where crews need access. The easement machine was driven into the natural area near the bottom of the Boeckman Dip, where the crew located their first manhole for service.

Once the machine is set up at an access point, another high pressure water hose was brought down from the hydro cleaning truck parked on the street. This second hose was moved by hand— around houses, through yards and down to the easement machine. These two pieces of equipment work together to clean these hard to reach sewer mains. After the service is complete, the hose is uncoupled and the easement machine continues to the next manhole where the process is repeated.



Paul Walker operating easement machine



Easement machine

Raw Water Facility Project (RWF_1.0)

Phase 1 Underway

Large equipment needed to construct various elements of the RWF_1.0 project continues to arrive and be installed at the upper and lower work sites.



*Drill rig on lower site
on top bank of the river*



*Mixing plant to create slurry for the deep soil
mixing along the Willamette River bank*



*Drill rig and crane on upper site for trenchless
crossing under Arrowhead Creek*



*Yet another crane and drill rig for the RWF_1.0
work*

Raw Water Facilities Construction Update

In coordination with the City of Wilsonville, the Willamette Water Supply Program team is building improvements in and around the Willamette River Water Treatment Plant in Wilsonville. Construction is underway and expected to take four years. Improvements include an improved pump station, a seismically reinforced Willamette Riverbank, increased water intake capacity, a new electrical building, and a new raw water pipeline. The park will be restored after construction.

Lower Site (Park Area)

- **Construction of lower access road is anticipated to begin the week of August 24.** Dump trucks will be traveling on Arrowhead Creek Lane every five to 10 minutes in a one-way loop south through the water treatment plant roadway around the south end of the plant, then north through the construction area in the park. A flagger/guard will be present at the SW Brockway Drive and Arrowhead Creek Lane to manage construction traffic. This work is anticipated to be complete by October.
- **Work to stabilize the riverbank begins Thursday, August 20,** with large equipment arriving mid-September. Bringing the large equipment on site may require access through the SW Brockway Avenue fire gate. The project team will work directly with the City and neighbors on this short-term access if it is necessary.
- **Tree protection work on the riverbank is anticipated to begin Thursday, August 20.** The work involves sheet pile driving to protect roots. This work will be noisy and may cause vibration. This work is anticipated to be complete by Wednesday, August 25.

Upper site (Brockway Drive to Arrowhead Creek)

- **Grading and earthwork of the upper site are nearly complete.** The next steps include installing erosion control fencing and hydroseeding the area to stabilize the soil.
- **Electrical building foundation pile installation and testing are anticipated to occur in late October.** A pile is a large post that is driven vertically into the ground to support the building foundation. Piles are tested by dropping a heavy weight on them. This work will be noisy and may cause vibration.
- **PGE Brockway Drive excavation and installation of electrical connection** to the WWSP construction trailers. This work is ongoing through early September.
- **Preparations for boring the pipeline beneath Arrowhead Creek is anticipated to begin in early September or October.** Large equipment will be brought to the site. This work will be noisy and may cause vibration.



Caution – Please!

- ***Arrowhead Creek Lane is closed to bicycles and pedestrians.***
- ***Use extreme caution as you enter the Park from SW Brockway Drive through the fire gate.***

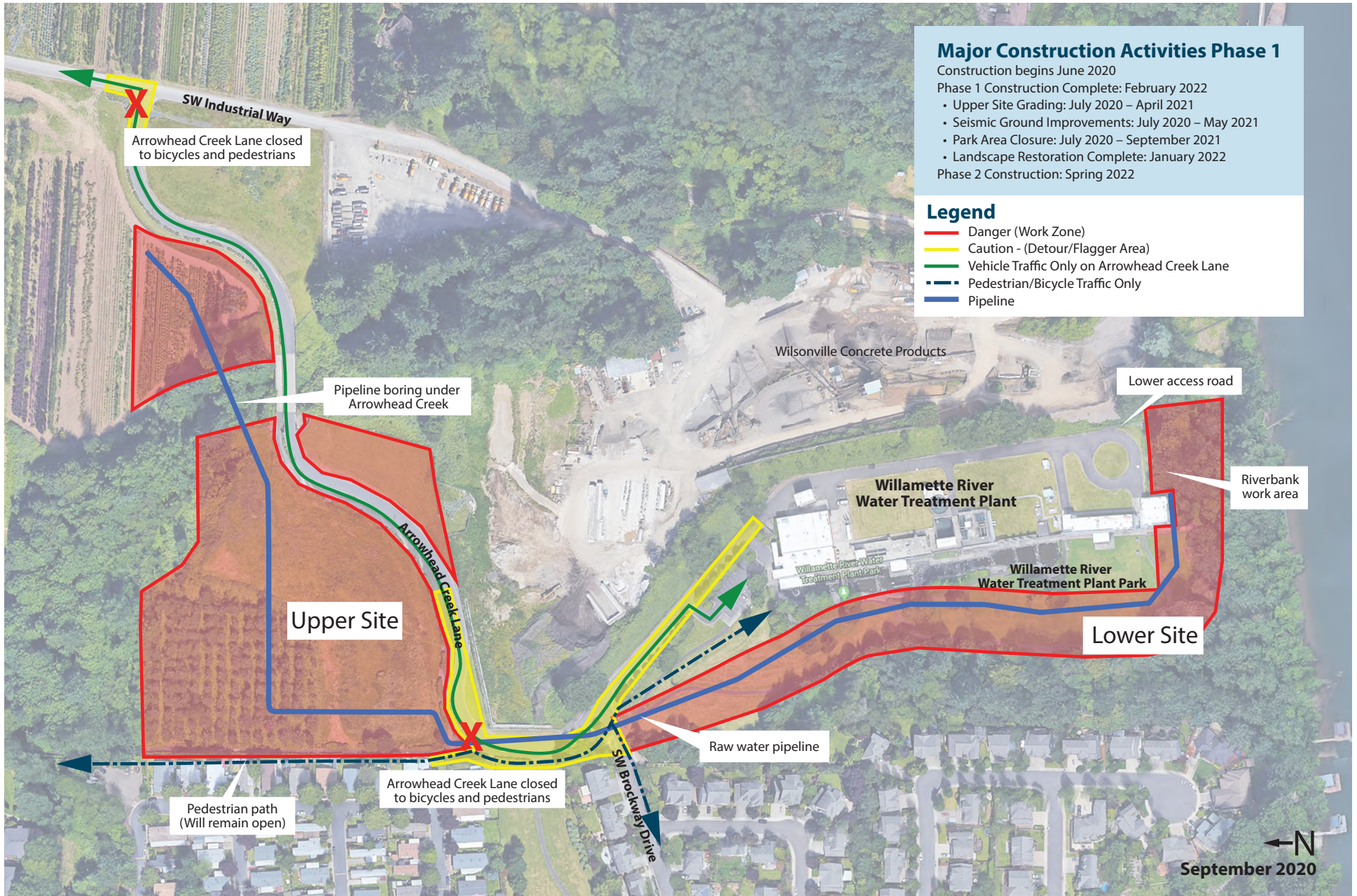
Do you have questions?

Please contact:

Marlys Mock
Communications Supervisor
marlys@tvwd.org 503-941-4563

www.OurReliableWater.org

Raw Water Facilities



Major Construction Activities Phase 1

- Construction begins June 2020
Phase 1 Construction Complete: February 2022
- Upper Site Grading: July 2020 – April 2021
 - Seismic Ground Improvements: July 2020 – May 2021
 - Park Area Closure: July 2020 – September 2021
 - Landscape Restoration Complete: January 2022
- Phase 2 Construction: Spring 2022

Legend

- Danger (Work Zone)
- Caution - (Detour/Flagger Area)
- Vehicle Traffic Only on Arrowhead Creek Lane
- - - Pedestrian/Bicycle Traffic Only
- Pipeline

SMART

SOUTH METRO AREA REGIONAL TRANSIT

September 2020 Report

There are times in life when the winds blow ill; when everything we believed and held eternally as true are sent spinning with the nervous wobble of child's spinning top. We appear to be living through such a time as this.

As I sought the solace that I once had and apparently misplaced when the virus and wildfires, uninvited, made themselves at home in my reality, I was led to the 271 words of the Gettysburg Address. In re-reading these hallowed words, I gained a clearer image of our beloved sixteenth president. I could see a man aged beyond his years, weathered face and spirit to match. I witnessed him grappling with a nation torn asunder by a war with many tentacles... tentacles that would touch every state, city, village and hamlet of a constitutional republic in its infancy stage. I observed a battered leader vacillating between whether it was possible to maintain the institution of slavery or allow the union to dissolve into dust. Either way, he knew his decision would face the scrutiny of each future generation of Americans. Yes, President Lincoln was a man with the weight of a beleaguered nation on his broad, weary shoulders. However, just as General George S. Patton surmised, Lincoln too must have believed that "one's spirit enlarges with responsibility."

As I completed my dissection of this literary masterpiece, I found myself gravitating back to four simple but perhaps the most powerful and profound words I have ever come across. Lincoln spoke about something he referred to as "the last full measure." In its purest form, the last full measure refers to making that ultimate sacrifice, giving one's life for a cause they themselves may never truly experience. Lincoln himself would transition from this life to the next using the exit conspicuously marked, "the last full measure." I know not what the future holds, but I believe as the Greek proverb suggests, "A society grows great when old men plant trees whose shade they know they shall never sit in."

Dwight Brashear
Transit Director



Transportation Options - Michelle Marston Program Coordinator

SMART hosted a booth at Autumn Park Apartments on Tuesday, September 22, to help provide school supplies and healthy snacks to Wood Middle School students. Other attendees included Wood Middle School counselors, Wilsonville Public Library, and Autumn Park Resident Services Coordinators. Resident Services Coordinator Marie Alaniz, a long-time supporter and champion of SMART services for the elderly and Hispanic communities, worked with SMART to launch this new event.

Autumn Park Apartments is made up of 144 units with the majority of residents – 60 -75% – either Spanish speaking or a language other than English. Currently, 182 school-age children live at the apartments. Since this property receives some funding through the Low Income Housing Tax Credit (LIHTC) program, a certain number of units are set aside for lower income households. Three years ago, a community complex was added to the apartments to promote gatherings, celebrate cultural diversity and bridge the language gap in the community.

The two-hour event started, fittingly on this first day of autumn, with a long line of attendees waiting eagerly for the 9:00AM opening. SMART

Transportation Options Program Coordinator Michelle Marston and Dispatcher Pete Padron handed out 25 pairs of reflective safety shoelaces and 50 SMART bags to parents. Michelle lost count of all the snack bags she and Marie made for the kids.

Pete made a personal connection with families by answering questions in Spanish and promoting SMART services.



The event was a great opportunity for SMART to provide outreach to Black, Indigenous, and people of color (BIPOC) in Wilsonville. SMART, having made the commitment to have a Spanish speaker at all outreach events, is able to effectively establish rapport, build trust, and maintain positive relationships in the community.



Grants and Programs - Elli Work

Grants and Programs Manager



SMART celebrates National Hispanic Heritage Month (September 15 – October 15) by recognizing the unique contributions of Hispanic Americans to the history, culture, and achievements in Wilsonville, Oregon, and the United States of America.

Signed into law by President Johnson in 1968 and expanded by President Nixon, every president since 1989 has given a Presidential Proclamation to mark Hispanic Heritage Month.

In Wilsonville, Hispanics make up an estimated 13% of the population with an untold number of migrant farmworkers remaining uncounted. We see them everywhere, contributing to our local

economy and riding our public transportation system.

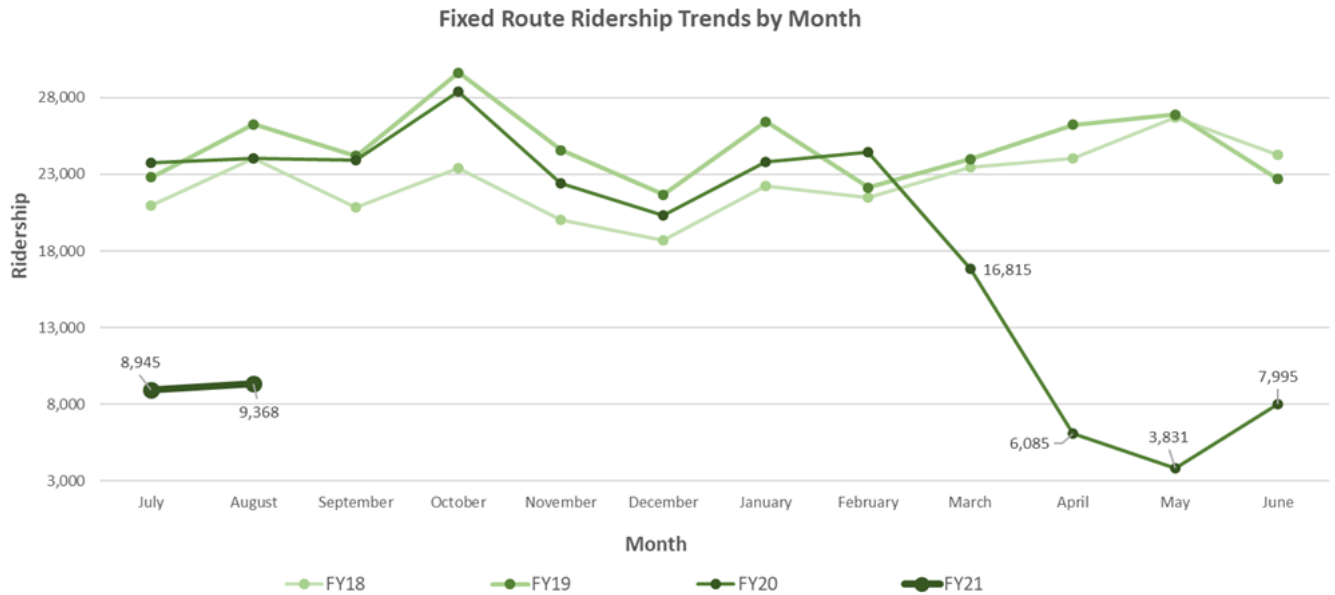
SMART's Transportation Options Program has made a concerted effort over the past few years to transform all print material, i.e. articles, announcements, brochures, etc., into English and Spanish. A year ago, SMART held an interview entirely in Spanish on Spanish radio, a first for SMART and the City of Wilsonville. Every summer (except this one) – SMART staff attend the Building Bridges events at a park in Canby to promote SMART.

SMART has exemplified the old adage, "Actions speak louder than words," by recognizing National Hispanic Heritage Month and by bringing equity and inclusion into everything we do.



Marco Higman and Pete Padrone making a radio announcement 2019

Operations - Eric Loomis Operations Manager



Ridership for both fixed route and demand response continue to rebuild slowly from COVID-19. The initial downturn in ridership began in March 2020 and hit the lowest point in May. Fixed route ridership in August is up 5% while demand response ridership increased by 9% compared to last month.

