



City Council Meeting February 18, 2021

**Executive Session 5:00 pm
Work Session 5:25 pm
Council Meeting 7:00 p.m.
Urban Renewal Agency 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

February 18, 2021



AMENDED
AGENDA

WILSONVILLE CITY COUNCIL MEETING
FEBRUARY 18, 2021
7:00 P.M.

CITY HALL
29799 SW TOWN CENTER LOOP EAST
WILSONVILLE, OREGON

Mayor Julie Fitzgerald

Council President Kristin Akervall
Councilor Charlotte Lehan

Councilor Joann Linville
Councilor Ben West

CITY COUNCIL MISSION STATEMENT

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

**Executive Session, Work Session, City Council, and URA meetings
will be held in the Council Chambers, City Hall, 1st 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. Diversity, Equity and Inclusion Committee Update (Cosgrove/Monahan) [20 min.]
B. Intelligent Transportation System Contract Award (Brashear/Loomis) [20 min.]
- 6:15 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, Thursday, February 19, 2021 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10 a.m. on February 2, 2021. Remonstrances and other documents pertaining to any matters listed in said summary filed at or prior to the time of the meeting may be considered there with except where a time limit for filing has been fixed.

7:00 P.M. CALL TO ORDER

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

7:05 P.M. MAYOR'S BUSINESS

- A. Upcoming Meetings
- B. City Council Representation Assignments to Tourism and Wilsonville – Metro Community Enhancement Committee (Monahan)
- C. VRF Letter to Clackamas County Board of Commissioners (Ottensad)

7:15 P.M. COMMUNICATIONS

- A. Clackamas County Sheriff's Department (Brandenburg/Wurpes)
- B. ODOT I-5/Boone Bridge & Seismic Improvement Project "Feasibility Study" Presentation (Turnoy)
- C. Response and Recovery – Winter Event 2021 (Montalvo)

8:00 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.

8:10 P.M. COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS

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

8:25 P.M. CONSENT AGENDA

- A. **Resolution No. 2860**
A Resolution Of The City Of Wilsonville Authorizing South Metro Area Regional Transit (SMART) To Purchase An Intelligent Transportation System. (Brashear/Loomis)
- B. **Resolution No. 2879**
A Resolution Of The City Of Wilsonville Authorizing The Purchase Of A Closed Circuit TV (CCTV) Inspection Equipment And Vehicle. (Montalvo)
- C. **Resolution No. 2880**
A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A First Amendment To The Agreement For Provision Of Preliminary Engineering Services In Connection With Grade Crossing Improvements With Portland & Western Railroad For Phase II – Preliminary Engineering And Construction Engineering Inspection Services For The 5th Street Railroad Crossing Work Associated With The 5th Street / Kinsman Road Extension Project. (Weigel)
- D. Minutes of the January 14, 2021; January 21, 2021 and February 1, 2021 City Council Meetings. (Veliz)

8:30 P.M. NEW BUSINESS

- A. None.

8:30 P.M. CONTINUING BUSINESS

A. None.

8:30 P.M. PUBLIC HEARING

A. None.

8:30 P.M. CITY MANAGER'S BUSINESS

8:35 P.M. LEGAL BUSINESS

8:40 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: February 18, 2021		Subject: Diversity, Equity and Inclusion Committee Update	
		Staff Member: Bryan Cosgrove, City Manager and Zoe Monahan, Assistant to the City Manager	
		Department: Administration	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Provide feedback regarding the development of a Diversity, Equity and Inclusion Committee			
Recommended Language for Motion: N/A			
Project / Issue Relates To: Diversity, Equity and Inclusion Committee			
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Provide feedback regarding the proposed timeline, process and draft bylaws to develop a new Diversity, Equity, and Inclusion Committee.

EXECUTIVE SUMMARY:

The City Council has been expressing interest in exploring Diversity, Equity, and Inclusion work since summer 2020. Staff took the time to evaluate options and start a conversation with several key stakeholders in the community. City Manager Bryan Cosgrove hired Bill de la Cruz to assist staff in these conversations to help us better understand how various groups view Wilsonville. The City Council hosted a community listening session in December, after which staff discussed forming an ad hoc task force to start to develop a plan to move forward.

On January 14, 2021, City Council unanimously voted to direct the City Manager to create a City Diversity, Equity, and Inclusion Committee. This will be an official City board. Staff has prepared an application (Attachment A) and communication materials to advertise the committee. The application will be unique since the focus of the committee requires diverse viewpoint, backgrounds and requires that the participants be invested in this important work. This committee is distinctive since it will touch multiple city programs and procedures.

In order to ensure that this committee is representative of our diverse community, Mayor Fitzgerald has requested that all applications be reviewed by staff and two community members to ensure that the applications advanced to City Council are representative of Wilsonville's demographics. The two community members and staff selected to participate in the application review have been involved in the City's DEI work and have completed implicit bias training. Up to 20 applications will be recommended to the City Council for review and interviews, consistent with other board and committee appointments. The Council will have the opportunity to provide feedback to the Mayor before Council appoints up to eleven (11) community members to the Wilsonville Diversity, Equity, and Inclusion Committee. A rubric will be developed by facilitator Bill de la Cruz and will be provided to the City Council to assist with the application review process.

Staff has also developed a draft charter (Attachment B) to frame the purpose and makeup of the committee. The charter will continue to be refined and expected to be adopted by City Council in the spring. The new committee will likely be appointed in the late spring and start meeting in June 2021.

In developing a recommended strategy, it is anticipated that the committee will focus on these recommendations brought forward by community members during the listening session:

- Increased Representation, Diversity on City Boards and Committees
- Consistent City communication to brand Wilsonville as an inclusive community
- More Inclusive Cultural Events, Celebrations & Holiday Recognitions
- Education to the Broader Community (how to address micro-aggressions, etc.)
- Opportunities for DEI Advocates to Network and Work More Efficiently Together

EXPECTED RESULTS:

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

TENTATIVE TIMELINE (Attachment C):

- Application Period: week of Feb 22 – April 5
- Advertising in the Boones Ferry Messenger March and April
- Application Review and Interview potential committee members
 - *Community member and staff application review (April 6- 15)*
 - *Forward all applications with a recommendation of up to 20 recommended applications to City Council for consideration (April 16)*
 - *City Council Interviews (April 19-30)*
 - *City Councilors provide feedback to the Mayor regarding applications by May 2021*
 - *Mayor Makes a recommendation to appoint Committee members (May – June 2021)*
- Committee Training – May - June 2021
- First meeting – July 2021

CURRENT YEAR BUDGET IMPACTS:

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

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 2/10/2021

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 2/8/2021

The draft charter will continue to be refined by legal and administration staff.

COMMUNITY INVOLVEMENT PROCESS:

Staff has been meeting with a small group of citizens to start a conversation about diversity, equity and inclusion in Wilsonville. The group met on four occasions with the City’s facilitator Bill de la Cruz (November 5, November 10, November 24, 2020 and January 11, 2021). The City also held a community Listening Session on December 8, 2020. The event was advertised in the Boones Ferry Messenger, Facebook, and Spanish radio station KWIP. Approximately 70 participated in the zoom meeting including Mayor, City Councilors, Mayor-elect and City Staff. The meeting was facilitated and a Spanish interpreter was available.

The Mayor also plans to invite two community members who have participated in the community conversations in the application screening process to select the DEI Committee members.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The City desires to seek diverse viewpoints and increase participation by traditionally marginalized communities. By forming a DEI committee the following are expected to be addressed in the strategic plan and committee work:

- Increased Representation, Diversity on City Boards and Committees
- Consistent City communication to brand Wilsonville as an inclusive community
- More Inclusive Cultural Events, Celebrations & Holiday Recognitions
- Education to the Broader Community (how to address micro-aggressions, etc.)
- Opportunities for DEI Advocates to Network and Work More Efficiently Together

ALTERNATIVES:

The City Council can modify the proposed process or timeline if they choose. The City Council can also choose not to move forward with a DEI Committee.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

- A. Draft Diversity, Equity, and Inclusion Committee Application
- B. Draft Diversity, Equity, and Inclusion Committee Charter
- C. Timeline

DIVERSITY, EQUITY and INCLUSION COMMITTEE APPLICATION



Name: Date:
Last First Middle

Address:

City/ State/Zip:

Telephone No.:
Home Work Cell/Mobile

E-Mail Address:

Present Occupation:

Wilsonville Resident: No Yes – since year:

1. Please provide personal, professional, and volunteer background or perspective you would bring to the committee:

2. Bias/inclusion work can be highly emotional. How do you manage yours and other people's emotions?

3. How do you define diversity and equity?

4. What do you envision for Wilsonville in the future related to diversity, equity, and inclusion?

5. What specific accomplishments do you hope the DEI Committee will make? How will you go about it?

Signature:

Date:

For office use only:

Please return this form to:

Date Received:	City Recorder 29799 SW Town Center Loop E. Wilsonville, OR 97070 503-570-1506 503-682-1015 (FAX) cityrecorder@ci.wilsonville.or.us
Date Considered:	
Action by Council:	
Term Expires:	

City of Wilsonville Diversity, Equity and Inclusion Committee Charter

January 2021

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

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

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

A. Advising the Council on policy decisions related to diversity, equitable outcomes, and inclusion;

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

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

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

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

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

Section 4. Membership: *Number of Members.* The Diversity, Equity, and Inclusion Committee shall be composed of nine (9) to eleven (11) members.

A. *Residency.* Members must reside, own a business, or attend school within the City of Wilsonville city limits. A majority of members shall reside within the city limits. The Council can appoint a member to the Diversity, Equity, and Inclusion Committee who does not meet any

of these residency criteria if it is determined that the member brings significant value to the purpose of the Committee.

B. *Appointments.* The Council will appoint the committee members. The City strives for members of the Diversity, Equity, and Inclusion Committee to bring their lived experiences as Black, Indigenous, and People of Color (BIPOC); lesbian, gay, bisexual, transgender, queer/questioning, intersexed, asexual, and all other sexualities, sexes, and gendered/non-gendered (LGBTQIA+) people, and/or people experiencing disabilities, as well as the ability to think broadly in terms of how issues of racism, sexism, ableism, and other discriminatory and prejudicial biases impact all residents in Wilsonville.

C. *Terms.* All terms are for four years commencing with January of each year. All members may serve two consecutive four-year terms. Members who have served two full terms may be reappointed to the Diversity, Equity, and Inclusion Committee after a four-year hiatus from the committee.

D. *Removal.* A committee member may be removed by the Council for misconduct, nonperformance of duty, or three successive unexcused absences from regular meetings. The committee may, by motion, request that a member be removed by the Council. If the Council finds misconduct, nonperformance of duties or three successive unexcused absences from regular meetings by the member, the member shall be removed.

E. *Youth Members.* One high school student in the community shall be appointed by the Council, to serve a two (2) year term. The youth member shall be a voting member.

Section 5. Term of Voting-Member Appointments: Staggered three-year terms based on the fiscal year, scheduled so that two (2) or three (3) members are appointed or reappointed each year. A vacancy in a position may be appointed to fulfill the remainder of the term.

The appointment of a member shall automatically terminate upon the member's unexcused absence of three (3) consecutive meetings during a 12-month period. A member may serve a maximum of three (3) consecutive three-year terms; terms of appointment for less than three years shall not count towards the maximum time of service.

At the outset of the Committee, voting positions will be staggered as follows: three (3) positions are one-year or slightly less in duration and four (4) positions are a two-year duration or slightly less in duration, and four (4) positions are full three-year appointments or slightly less in duration; assuming appointment by June 1, 2021:

- Position #1 – 1-year term: 4/1/21 – 12/31/22 next term: 1/1/22-12/31/25
- Position #2 – 1-year term: 4/1/21 – 12/31/22; next term: 1/1/22-12/31/25
- Position #3 – 1-year term: 4/1/21 – 12/31/22; next term: 1/1/22-12/31/25
- Position #4 – 2-year term: 4/1/21 – 12/31/23; next term: 1/1/23-12/31/26
- Position #5 – 2-year term: 4/1/21 – 12/31/23; next term: 1/1/23-12/31/26
- Position #6 – 2-year term: 4/1/21 – 12/31/23; next term: 1/1/23-12/31/26
- Position #7 – 2-year term: 4/1/21 – 12/31/23; next term: 1/1/23-12/31/26
- Position #8 – 3-year term: 4/1/21 – 12/31/24; next term: 1/1/24-12/31/27
- Position #9 – 3-year term: 4/1/21 – 12/31/24; next term: 1/1/24-12/31/27
- Position #10 – 3-year term: 4/1/21 – 12/31/24; next term: 1/1/24-12/31/27
- Position #11 – 3-year term: 4/1/21 – 12/31/24; next term: 1/1/24-12/31/27

Section 6. Organization: At the first meeting of each fiscal year, the Committee will elect a chair and vice-chair from the voting members.

The Chair (Vice Chair in the absence of the Chair) will preside over all meetings.

An appointed City staff person or outside contractor will serve as secretary to keep notes of each public meeting and assist with administrative tasks.

The Committee will meet on an agreed-upon schedule at least four (4) times per year. The Chair may also call a special meeting with one week's advance notice. Such meeting notice may be given by email or regular mail.

A meeting may be held without a quorum; however, to vote on a matter the committee must have a quorum which will consist of a majority of voting members.

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

All meetings will be announced and open to the public.

Except as provided under Oregon Public Meetings Law, the Rules of Parliamentary Law and Practice as in Roberts Rules of Order Revised Edition ("Roberts Rules") shall govern each

committee meeting. In the event of a conflict between Oregon Public Meetings Law and Roberts Rules, Oregon Public Meetings Law shall control.

Section 7. Voting: All members are entitled to vote in person at a meeting, regular or special. Proxies are not allowed. A majority vote of the members voting on the question will be required to carry any matters submitted. A member who abstains from a vote shall be counted as present for purposes of the quorum but not counted as having voted on the question.

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

DEI Committee Creation Timeline

<i>Action</i>	<i>February</i>	<i>March</i>	<i>April</i>	<i>May</i>
City Council Direction Process	18-Feb			
Application is open	Feb 22- April 5			
Application is advertised (BFM)		March & April edition		
Application is advertised (social, etc)	Feb 22 - April 5			
Applications Screened			April 6 - 15	
Applications Forwarded to Council for review			16-Apr	
Council Review and interviews			April 19 - April 30	
City Coucil Feedback to Mayor				3-May
Mayor Recommendation & Committee Appointment				Sometime in May
Committee Training				Sometime
DEI Committee Starts meeting				

Mayor Action
City Council Action
Staff Action
Publication
Community

CITY COUNCIL ROLLING SCHEDULE Board and Commission Meetings 2021

Items known as of 02/18/21

February

DATE	DAY	TIME	EVENT	LOCATION
2/22	Monday	6:30 p.m.	DRB Panel B	Council Chambers
2/24	Wednesday	6:30 p.m.	Library Board	Library

March

DATE	DAY	TIME	EVENT	LOCATION
3/1	Monday	7:00 p.m.	City Council Meeting	Council Chambers
3/8	Monday	6:30 p.m.	DRB Panel A	Council Chambers
3/10	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
3/15	Monday	7:00 p.m.	City Council Meeting	Council Chambers
3/22	Monday	6:30 p.m.	DRB Panel B	Council Chambers
3/24	Wednesday	6:30 p.m.	Library Board	Library

April

DATE	DAY	TIME	EVENT	LOCATION
4/5	Monday	7:00 p.m.	City Council Meeting	Council Chambers
4/8	Thursday	6:00 p.m.	Parks and Recreation Advisory Board	Parks & Recreation Admin Building
4/12	Monday	6:30 p.m.	DRB Panel A	Council Chambers
4/14	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
4/19	Thursday	7:00 p.m.	City Council Meeting	Council Chambers
4/26	Monday	6:30 p.m.	DRB Panel B	Council Chambers
4/28	Wednesday	6:30 p.m.	Library Board	Library

Community Events:

- 2/23** Long Term Care Webinar with Rose Elder Law at 10:00 a.m. Registration Link: <https://www.roseelderlaw.org/event-details/you-can-afford-long-term-care-5/form>
- 2/23** Toddler and Baby Time LIVE (online) at 10:30 a.m. – 11:00 a.m.
- 2/23** English Conversation Group (online) from 6:00 p.m. – 7:00 p.m.
- 2/24** Middle Housing Community Meetings at 12:00 p.m. or 5:30 p.m. at webinar: <https://us02web.zoom.us/j/82980002245>

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: February 18, 2021		Subject: City Council Representation Assignments to Tourism and Wilsonville – Metro Community Enhancement Committee	
		Staff Member: Zoe Monahan, Assistant to the City Manager	
		Department: Administration	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input 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: This outlines two City of Wilsonville Committees which requires City Council Appointments	
Staff Recommendations: City Council appoints members to act as the representatives to the Tourism Promotion Committee and Wilsonville – Metro Community Enhancement committee.			
Recommended Language for Motion: I move to appoint _____ as one of the two City Council representatives to the Wilsonville – Metro Community Enhancement committee.			
PROJECT / ISSUE RELATES TO:			
<input type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input checked="" type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Identify City Council representation on City Committees.

EXECUTIVE SUMMARY:

The City of Wilsonville currently has two committees, which specifically identifies City Council representation in their bylaws: the Tourism Promotion Committee, and Wilsonville- Metro

Community Enhancement Committee. At the February 1, 2021 City Council meeting, the Council discussed City Council representation on Tourism Promotion Committee and the Wilsonville – Metro Community Enhancement Committee. The Council appeared to be content to have Councilor Charlotte Lehan continue to serve as the ex-officio City Council representative to the Tourism Promotion Committee. There are two voting positions on the Wilsonville – Metro Community Enhancement Committee. The City Council appeared to be comfortable with Councilor Joann Linville continuing to serve as one of the representatives. Mayor Fitzgerald invited Councilor Ben West to fill the additional position vacated due to former Mayor Knapp’s retirement.

Tourism Promotion Committee

The City Council officially created the Tourism Promotion Committee on June 15, 2015 by adopting Resolution 2541, which approved the Tourism Promotion Committee charter (provided in the February 1, 2021 City Council packet). The committee was established to implement the work outlined in the *Wilsonville Tourism Development Strategy* from May 2014. The Committee meets a minimum of four (4) time a year and it consists of seven (7) voting members from the hospitality and tourism industry and five (5) ex-officio, non-voting, members. One of the ex-officio members is a City Council who serves as a Council Liaison for the Committee. Councilor Charlotte Lehan currently serves as the City Council liaison. The Tourism Promotion meeting has expressed their desire for Councilor Lehan to continue to serve as their City Council liaison.

Wilsonville – Metro Community Enhancement Committee

The Wilsonville- Metro Community Enhancement Committee (CEC) bylaws (provided in the February 1, 2021 City Council packet) were adopted on April 26, 2016 to establish the committee, which would oversee the Wilsonville- Metro Community Enhancement Program. The committee is responsible for reviewing grant applications and awarding funds to projects that meet a broad set of goals to enhance the community. The grant funds vary by year since they are collected based on Republic Services tipping fees. The program currently receives \$1 for every one (1) ton of wet waste processed in the Community.

This committee is made up of four (4) community members, two (2) City Councilors and one (1) Metro Councilor. The composition of the City Councilors has changed over time. Most recently, former Mayor Tim Knapp and Councilor Joann Linville have served on the committee. This committee meets two to three times in the spring to review and recommend grant applications. The committee will likely meet once or twice in the summer of fall to continue to improve the grant review and selection process. Councilor Linville’s expertise will be valuable to assist with this process. One additional City Council member is needed to fill the position vacated by Mayor Tim Knapp’s retirement.

TIMELINE:

The City Council may act its leisure; however, acting in February would be optimum to identify Council Representation on City Boards.

CURRENT YEAR BUDGET IMPACTS:

N/A

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 2/12/2021

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 2/12/2021

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

N/A

DRAFT**DRAFT**

February 18, 2021

Tootie Smith, Chair
 Clackamas County Board of County Commissioners
 2051 Kaen Road
 Oregon City, OR 97045

*Submitted via email to
 bcc@clackamas.us*

RE: Support for Value of County Vehicle Registration Fee (VRF)

Dear Chair Smith and Commissioners:

The City of Wilsonville supports the value of the Clackamas County Vehicle Registration Fee (VRF) that this funding resource provides for local road maintenance and county-wide transportation improvements. The City is counting on this long-term revenue source to meet the transportation needs of our growing community's residents and businesses. For Wilsonville, this means support for high-priority transportation improvements such as the "Boeckman Dip" Bridge, Boeckman Road and Brown Road urban upgrades, and safety, ADA and sidewalk infill improvements.

Implementation of the County VRF was a decade-long process of the County, cities and local communities working together that was resolved after 10 years of discussion, planning and polling to find a balanced compromise for a meaningful, impactful funding source for roadways that was not too onerous. Prior to implementing the VRF in 2019, the County conducted over a two-year period an extensive public-outreach campaign with businesses and community associations to gauge support and find an acceptable fee amount.

While Multnomah and Washington Counties have additional, substantial local sources of road funding, Clackamas County historically relied principally on only one source: declining state-shared revenues via the statewide gas tax. Since at least 2010 Clackamas County considered implementing a vehicle registration fee (VRF) to help meet an estimated \$17 million annual shortfall on 1,400 miles of county road maintenance funding.

With a local funding source, Clackamas County is now increasing the amount of annual paving projects for local/residential roads, funding a wider variety of capital construction projects to relieve congestion in urban and rural areas, and making additional safety improvements. The Board created Strategic Investment Fund for multi-jurisdictional transportation projects in the increasingly congested urban-rural interface roadways, such as the 65th/Elligsen/Stafford roads intersection, supported by the County VRF is an example of a forward-looking public policy that advances Clackamas County economic development. The Wilsonville City Council encourages the Board to retain the VRF.

Sincerely,

Julie Fitzgerald, Mayor
 City of Wilsonville

Road Funding by County – Portland Metro Region

For years, residents in neighboring counties have voted in additional local funding to support road maintenance in their communities. These local sources supplement state and federal funds. (The year each fee was established is shown for each fee.)



9/18/2018

THE ROAD AHEAD, 2018: Continuing the Conversation
 October - December 2018
 Presentation to Business and Community Groups by
 Clackamas County Department of Transportation & Development

Potential VRF Annual Revenue

City	Population (July 1, 2017)	Annual Revenue*	City	Population (July 1, 2017)	Annual Revenue*
Lake Oswego**	34,855	\$703,222	Damascus***	10,625	\$214,364
Oregon City	34,240	\$690,807	Molalla	9,085	\$183,294
West Linn	25,615	\$516,794	Estacada	3,155	\$63,654
Wilsonville**	21,260	\$428,938	Tualatin**	2,911	\$58,741
Milwaukie	20,510	\$413,798	Portland**	766	\$15,455
Happy Valley	18,680	\$376,877	Johnson City	565	\$11,399
Canby	16,420	\$331,281	Rivergrove**	459	\$9,253
Gladstone	11,660	\$235,246	Barlow	135	\$2,724
Sandy	10,655	\$214,969	County		\$5,588,520

Strategic Investment Fund (SIF): \$1,117,704



*Based on population, per state law

**Part of this city is outside Clackamas County

***Per state law, funds that would have gone to the former city go to the county for 10 years



**CITY COUNCIL MEETING
STAFF REPORT**

<p>Meeting Date: January 7, 2019</p>	<p>Subject: Request by Clackamas County Board of County Commissioners for City Council Support of Implementation of Proposed Vehicle Registration Fee (VRF) by Ordinance.</p> <p>Staff Member: Mark Ottenad, Public/Government Affairs Director</p> <p>Department: Administration</p>	
<p>Action Required</p>	<p>Advisory Board/Commission Recommendation</p>	
<p><input 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 type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Information or Direction</p> <p><input type="checkbox"/> Information Only</p> <p><input checked="" 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: The City Council appoints representatives and alternates of the Council to various regional external intergovernmental boards and committees.</p>	
<p>Staff Recommendations: City Council considers request from Board of County Commissioners for letter of support to implement local countywide vehicle registration fee via ordinance.</p>		
<p>Recommended Language for Motion: N/A</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:

Does the City Council wish to express support to the Clackamas County Board of County Commissioners for the implementation via ordinance of a county-wide vehicle registration fee (VRF) that would provide new revenue to County and Cities located in county for road maintenance and improvements.

EXECUTIVE SUMMARY:

The Board of County Commissioners of Clackamas County is considering implementing an annual \$30 vehicle registration fee, via ordinance, and seeks support from cities and others.

The proposed countywide fee is estimated to generate \$11.2 million annually, with 40% of revenue (\$4.5 million) accruing to cities and the balance (\$6.7 million) to the County. The County is considering providing 10 percentage points (\$1.1 million) of the County's share to a Strategic Investment Fund for road improvements in select locations where rural County and urban city roads meet (e.g., the intersection of SW 65th Ave./Elligsen Rd/Stafford Rd).

Distribution of revenue would be based on a similar manner as state-shared revenues on a per-head population basis. Using the latest PSU Population Research Center certified population estimates of 2016, the population Clackamas County portion of Wilsonville is estimated at 21,260, which would yield approximately \$429,000 annually. The funds would be available for road-related planning, engineering, maintenance, construction, etc. for appropriate projects in the City's Transportation Systems Plan.

To date, four cities have endorsed implementing a VRF by ordinance: Lake Oswego, Milwaukie, Oregon City and West Linn. Two cities have indicated support for voter referral of a VRF: Canby and Estacada. Happy Valley has indicated it would want to see "a VRF have strong community backing prior to enacting it by the BCC."

BACKGROUND:

While Multnomah and Washington Counties have additional, substantial local sources of road funding, Clackamas County relies principally on state-shared revenues via the statewide gas tax. Since at least 2010, Clackamas County has considered implementing a vehicle registration fee (VRF) to help meet an estimated \$17 million annual shortfall on 1,400 miles of county road maintenance funding.

The 2009 Jobs and Transportation Act allowed Clackamas County to implement a VRF by ordinance rather than a vote of the people. In 2010 voters overturned a County Commission ordinance implementing \$5 VRF to help fund replacement of the Sellwood Bridge over the Willamette River on Highway 99E in conjunction with Multnomah County.

In 2015 the Board of County Commissioners approved consideration of a seven-year, \$25/vehicle/year countywide VRF, and directed staff to arrange for public outreach in 2016. Over the course of the next year, state leaders indicated that they would seek to move a major state "transportation package," which caused the County to pause. The "Keep Oregon Moving" House Bill 2017 provided a major transportation funding boost—especially for a number of large projects and improved public transit services—and gradual, incremental increases in the state gas tax, of which a portion is shared with local jurisdictions.

Over the past two years, the County has continued to meet with various stakeholders and interest groups to discuss implementing a potential VRF. Participants at the Clackamas County Coordinating Committee (C4) retreat held in June 2018 discussed and generally expressed support for the county adopting a VRF to address capacity additions for congestion relief and provide road maintenance funds.

The attached exhibits to this report provide greater detail on the proposed VRF, County outreach efforts and related information on the collection and use of a VRF.

EXPECTED RESULTS:

Additional road-funding revenue would assist the City in advancing road projects outlined in the Transportation Systems Plan (TSP).

TIMELINE:

The Clackamas County Board of County Commissioners is scheduled to consider a VRF ordinance on January 22, 2019, and has requested endorsement from the Wilsonville City Council via a letter of support; model template attached to this report.

COMMUNITY INVOLVEMENT PROCESS:

Clackamas County has undertaken outreach to community and business groups throughout the County over the past several years. The exhibits provide greater detail on County outreach efforts over time to various constituencies.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The 2018 Wilsonville Community Survey demonstrated that traffic congestion was a top community concern. Additional road funding would provide the City Council with additional options to advance critical road improvement projects.

ALTERNATIVES:

The City Council could opt to suggest that the Board of County Commissioner refer the VRF to the voters for approval, or the City Council could provide no support one way or the other for implementation of a VRF.

CURRENT YEAR BUDGET IMPACTS:

Current estimates of the proposed VRF show an annual revenue of \$428,938 to the City.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 12/19/2018

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 12/31/2018

CITY MANAGER COMMENT:

N/A

EXHIBITS:

- A. Clackamas County staff report to Board of County Commissioners: Vehicle Registration Fee Outreach and Options — Proposed VRF, December 18, 2018
- B. TEMPLATE for Letter of Support for County VRF by Ordinance
- C. Clackamas County staff report to Board of County Commissioners: Transportation Funding Update — Proposed VRF, September 4, 2018
- D. 2018 C4 Retreat Final Report and Vehicle Registration Fee Discussion, Clackamas County Coordinating Committee (C4), August 8, 2018
- E. Quick Facts about Possible Funding Proposals for Road Maintenance and Safety Improvements, C4 Meeting, February 4, 2016

CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS Policy Session Worksheet

Presentation Date: 12/18/18 **Approx Start Time:** 11 am **Approx Length:** 1 hr

Presentation Title: Vehicle Registration Fee Outreach and Options

Department: Transportation & Development, Public & Government Affairs

Presenters: Dan Johnson, Director, DTD; Gary Schmidt, Director, PGA; Mike Bezner, Assistant Director-Transportation, DTD

Other Invitees: Diedre Landon, DTD; Ellen Rogalin, PGA/DTD

WHAT ACTION ARE YOU REQUESTING FROM THE BOARD?

Direction on next steps related to a possible countywide Vehicle Registration Fee (VRF) to provide an ongoing source of local funds for transportation safety, road maintenance and congestion relief.

EXECUTIVE SUMMARY:

In response to a continuing need for a steady, local source of funds to maintain and improve our transportation system, officials from both Clackamas County and cities in the county have concluded that a countywide vehicle registration fee (VRF) is needed.

Even with the additional funds coming in from HB 2017, without a stable local source of funds the county will not be able to provide all of the services that its residents value and desire. With a local funding source the county could provide enhanced services, including annual paving projects for local/residential roads, a wider variety of capital construction projects to relieve congestion in urban and rural areas, and additional improvements to increase safety.

After years of analysis and discussion along with conversations with business representatives this past spring, County and city officials agreed to consider a \$30/year/vehicle local, countywide VRF.

Though Oregon State law prescribes a standard distribution of county VRF funds of 60% to go to the county and 40% to go to the cities, County and city officials agreed to consider a different split –

- 40% would continue to go to the cities, based on population
- 50% would come to the County; and
- The remaining 10% that would normally be County funding would be allocated into a strategic investment fund for multi-jurisdictional projects.

Since the County/city agreement this summer, staff has engaged in two major initiatives to continue to explore the VRF option.

1. **Outreach:** During fall 2018, leadership from the Department of Transportation & Development shared information (see Appendix A) with community and business groups about the need for a possible countywide VRF to raise additional transportation funds. The meetings were publicized by the organizations that hosted the meetings, and by the county through emails, social media, flyers and website.
 - a) There were 11 presentations with a total of approximately 200 participants (see Appendix B):
 - a. 7 to community groups (hosted by the Clackamas County Committee for Community Involvement [CCI] and/or a Community Planning Organization [CPO])
 - b. 3 to business groups (hosted by a chamber or business alliance)

- c. 1 to a city council (invited by the city)
- b) Meetings were held in locations throughout the county:
 - a. Unincorporated areas – Clackamas, Oak Grove, Redland, Welches
 - b. Incorporated areas – Estacada, Milwaukie, Molalla, Oregon City
- c) There were three general responses from participants:
 - a. Questions about the specific impact of the VRF on them, e.g., which vehicles would be included; and the hardship that might entail
 - b. Wondering why the County hasn't pursued a gas tax
 - c. Better understanding of the need, and a belief that most people would understand the need if they attended a similar County outreach and education session

2. **Analysis and Discussion of How Best to Use VRF Revenue:**

Cities: County staff visited with city staff to identify top transportation priorities in each jurisdiction. City needs fell into three categories: 1) paving and general maintenance, 2) capital projects and 3) sidewalks and/or ADA curb ramps.

County: Any additional revenue would be directed into the following three areas of need: 1) Congestion Relief (capital), 2) safety and 3) development of a local road maintenance program.

- A. **Congestion Relief:** To analyze congestion relief/capital needs for unincorporated areas of the county, staff re-evaluated the condition of our roadways and re-examined the needs prioritized in the County's Transportation System Plan (TSP). (See Attachment D for a possible list of top priority TSP projects to consider funding with local VRF revenue.)

The county focused on projects that meet the following criteria:

- *Priority.* Listed in Tier 1 of our TSP, that was developed with extensive input from the public and adopted by the BCC in 2013.
 - *Geographic distribution.* At least one high priority project in each general area of the County.
 - *Congestion relief component* in response to what we heard repeatedly from the community to do something about congestion. (The only exception is near Mt. Hood where there aren't many opportunities for congestion relief projects.)
 - *Need for funds.* The likelihood that the project wouldn't be built without funding from a local VRF or something similar.
- B. **Safety:** The County has taken an active role in trying to ensure a safe travel environment for everyone traveling to or through Clackamas County, as evidenced by updating the Clackamas County *Drive to Zero* Transportation Safety Action Plan. Funding would be allocated for additional safety projects throughout the system as prioritized by the Plan.
 - C. **Local Road Maintenance:** Currently we direct our available funds towards the higher capacity county roadways, such as arterials and collectors that benefit the most users. Clackamas County does not have a local road paving program for neighborhood streets. Based on current funding estimates, up to \$1 million of VRF revenue could be allocated to a paving program to ensure our local road system is maintained.

FINANCIAL IMPLICATIONS (current year and ongoing):

Is this item in your current budget? YES **NO** N/A What is the cost? \$ **N/A**

STRATEGIC PLAN ALIGNMENT:

- How does this item align with your Department's Strategic Business Plan goals?
 - DTD:
 - *By 2022, maintain the average condition of paved county roads at 70 PCI (Pavement Condition Index) or higher*
 - *By 2022, improve the average condition of urban local county roads to a PCI of 70 or higher*
 - PGA: *By 2019, the \$17 million road maintenance funding gap will be addressed*
- How does this item align with the County's Performance Clackamas goals? *By 2019, improve the average condition of paved county roads to a PCI rating of 70.*

LEGAL/POLICY REQUIREMENTS:

Road funds from HB 2017 and/or a local VRF may only be used for road purposes. State law allows Clackamas County to implement a VRF through either a public vote or through Board approval of an ordinance.

If the Board were to direct staff to proceed with a VRF with a Board ordinance, the process would follow the county's usual ordinance adoption procedures, with two separate readings by the Board at least 13 days apart and an effective date no sooner than 90 days after adoption (unless an emergency is declared). As with any ordinance, the VRF ordinance would be subject to referendum; a challenger would have 90 days from the effective date of the ordinance to initiate the referendum process.

If the Board were to direct staff to proceed with a VRF through a public vote, staff would work with County Counsel to develop ballot language for future Board consideration.

PUBLIC/GOVERNMENTAL PARTICIPATION:

In addition to the meetings referred to above, for years there has been extensive outreach to the general public, business community and others about road funding needs.

OPTIONS:

1. Direct staff to advance implementation of a local vehicle registration fee, subject to a process (either ordinance or public vote) as determined by the Board of Commissioners.
2. Direct staff to conduct further outreach, analysis and/or other steps related to a possible future countywide vehicle registration fee.
3. Direct staff to take no further action on this topic.

RECOMMENDATION:

1. Staff respectfully requests that the Board direct staff to advance implementation of a local vehicle registration fee, subject to a process (either ordinance or public vote) as determined by the Board of Commissioners.

ATTACHMENTS

- A. *The Road Ahead 2018: The Conversation Continues* (presentation slides)
- B. Fall 2018 Outreach Presentations Schedule
- C. Summary of Input Received About a Possible Countywide VRF
- D. Possible High Priority County TSP Projects to Consider Funding with VRF Revenue
- E. *2018 Local Vehicle Registration Fee (VRF): Strategic Investment Fund Revenue Opportunity Projections*

SUBMITTED BY:

Division Director/Head Approval _____

Department Director/Head Approval _____

County Administrator Approval _____

For information on this issue, please contact Mike Bezner, mikebez@clackamas.us or 503-742-4651.



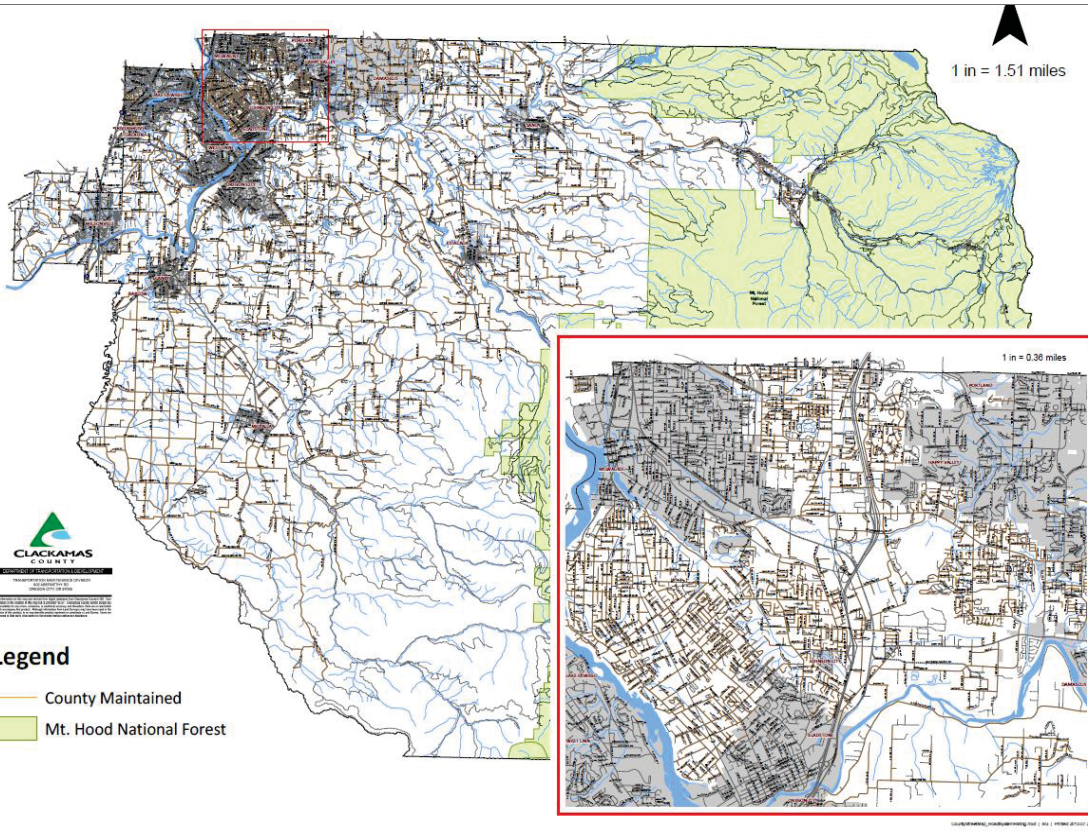
THE ROAD AHEAD, 2018

Continuing the Conversation

Presentation to Business and Community Groups

October – December 2018

Presented by Clackamas County Department of Transportation & Development



County Road System

1,400 road miles (including 40+ miles inside cities)

- 700 miles of road striping
- 1,900 manholes
- 2,400 miles of gravel shoulder
- 27,000 traffic signs
- 8,100 culverts
- 9,300 catch basins
- 111,000 linear feet of guardrail

PLUS

- 180 bridges
- 1 ferry



3

Road funding in Clackamas County

Maintenance

- State Highway Fund (Road Fund)
- Federal Timber Receipts/Secure Rural Schools
- **State House Bill (HB) 2017 (new)**

Capital Projects (historic)

- Federal/State/Other (46%)
- Urban Renewal (33%)
- Transportation System Development Charges (TSDC) (16%)
- Road Fund (5%)



4

In 2017...State Legislature passed House Bill 2017

- Increased funding is **phased in**:
 - Additional \$3 million in 2018, to
 - Additional \$13 million/year by 2027 and beyond

5

HB2017: It helped...

Maintenance: Arterials & Collectors



Safety



ADA



Bike / Ped



6

But even with House Bill 2017....

County still has unmet needs:

- Construct **capital projects** to relieve congestion
- **Local road** maintenance
- **Safety** improvements
- **ADA/curb ramps**
- **Multi-use paths/bike paths/sidewalks**
- Relocating **Transportation Maintenance**



We're missing pieces of the funding pie.



Road Funding by County – Portland Metro Region

For years, residents in neighboring counties have voted in additional local funding to support road maintenance in their communities. These local sources supplement state and federal funds. (The year each fee was established is shown for each fee.)



9/18/2018

Transportation Temperature Check

We interviewed 29 business and community leaders in spring 2018.

They expressed support for:

- Congestion relief projects
- Maintenance program for **local roads**
- More **safety** projects

Idea of *strategic investment fund* for local transportation needs

Idea of a *vehicle registration fee (VRF)*

We talked with C4...

Clackamas County Coordinating Committee

Should we move forward with a vehicle registration fee (VRF) adopted by the Board of Commissioners?	YES
If yes, what's a reasonable rate?	\$30/year/vehicle
Is there interest in creating a <i>Strategic Investment Fund (SIF)</i> ?	YES
If yes, how much?	10%



11

We talked with city staff...



They need funds for:

- Capital projects
- Paving & general maintenance
- Sidewalks and/or ADA curb ramps



12

We talked with community leadership

Committee for Community Involvement (CCI)

- Advisory group to Board of Commissioners
- Oversees CPO and Hamlet program
- Expressed support for a vehicle registration fee (VRF)
- Hosted regional community meetings
 - Estacada
 - Molalla
 - Oak Grove
 - Welches

13

Clackamas County needs



- Maintain arterial and collector roads (HB 2017)
- Multi-use paths/bike paths/sidewalks (HB 2017)
- Replace/install curb ramps to meet ADA standards (HB 2017)
- **Safety (HB 2017/VRF)**
- **Local road maintenance program (VRF)**
- **Construct capital projects to relieve congestion (VRF)**
- Relocate Transportation Maintenance facilities

14

Potential VRF Annual Revenue

City	Population (July 1, 2017)	Annual Revenue*	City	Population (July 1, 2017)	Annual Revenue*
Lake Oswego**	34,855	\$703,222	Damascus***	10,625	\$214,364
Oregon City	34,240	\$690,807	Molalla	9,085	\$183,294
West Linn	25,615	\$516,794	Estacada	3,155	\$63,654
Wilsonville**	21,260	\$428,938	Tualatin**	2,911	\$58,741
Milwaukie	20,510	\$413,798	Portland**	766	\$15,455
Happy Valley	18,680	\$376,877	Johnson City	565	\$11,399
Canby	16,420	\$331,281	Rivergrove**	459	\$9,253
Gladstone	11,660	\$235,246	Barlow	135	\$2,724
Sandy	10,655	\$214,969	County		\$5,588,520

Strategic Investment Fund (SIF): \$1,117,704



*Based on population, per state law

**Part of this city is outside Clackamas County

***Per state law, funds that would have gone to the former city go to the county for 10 years

SIF: Congestion Relief



Capital projects that benefit multiple jurisdictions

When: Every 2-5 years

Who: Clackamas County Coordinating Committee (C4)

How: Identify and prioritize *cross-jurisdictional* projects



SIF: Maintenance/Road Transfers

Transfer jurisdiction of county-maintained roads within city boundaries to the cities within which they are located.

When: Annually

Who: Clackamas County Coordinating Committee (C4)

How: County and cities *identify county roads* in cities to transfer

All transfers are contingent upon official approval of the Board of County Commissioners and the city's council, per state law.



17

VRF Impact on Motorists

- **\$30 per vehicle per year (\$60 paid every two years)**
 - Paid every other year when motorists renew vehicle registration
 - Not applicable to one-time permanent vehicle registrations
- **Included:** motorcycles (at \$15); cars, pick-up trucks, vans and other passenger vehicles
- **Excluded:**
 - Unregistered farm equipment
 - Heavy trucks (they pay weight-mile tax)



18

Steps Taken



- We've reached out to businesses
- We're reaching out to the community
- We've coordinated with C4
- We're meeting with the Board of Commissioners



QUESTIONS?

Visit our website for more information:
www.Clackamas.us/transportation/VRF

**Fall 2018 Outreach Presentations Schedule
December 7, 2018**

When	Where	Audience	Host	Staffing / Set-Up
Tuesday, Sept. 18 7 p.m.	Clackamas County Public Services Building Room 497	Committee for Community Involvement (CCI)	CCI	Presenters: Mike Bezner Attendance: 10
Monday, Oct. 15 6 pm	Clackamas County Development Services Bldg.	Community Leaders Forum	Clackamas County	Presenter: Dan Johnson Attendance: 35
Tuesday, Oct. 23 11:30 am	Abernethy Center	Business	Oregon City Business Association	Presenters: Johnson, Bezner, Diedre Landon BCC: Jim Bernard Attendance: 40
Thursday, Nov. 1 11:30 am	Estacada City Hall	Mountain/Rural Business	Clackamas County	Presenters: Johnson, Bezner, Landon Attendance: 3
Monday, Nov. 5 6-7:30 pm	Estacada Community Center	Community	CCI	Presenters: Johnson, Bezner, Landon Attendance: 22
Wednesday, Nov. 7 7 pm	Redland-Viola- Fishers Mill CPO	CPO members and others	CPO	Presenters: Joe Marek, Christian Snuffin (Redland Road Safety Audit); Mike Bezner (RSA and VRF) Attendance: ~50
Tuesday, Nov. 13 7:30 am	Clackamas Community College - Harmony West	Business	Clackamas County	Presenters: Johnson, Bezner Attendance: 1
Monday, Nov. 19 6 pm	Molalla Public Library	Community	CCI	Presenters: Johnson, Bezner, Landon Attendance: 8
Monday, Nov. 26 6 pm	Rose Villa, Oak Grove	Community	CCI	Presenters: Johnson, Bezner, Landon Attendance: 24
Tuesday, Nov. 27 6 pm	Resort at the Mountain, Welches	Community	CCI	Presenters: Johnson, Bezner, Landon Attendance: 8
Tuesday, Dec. 4 7 p.m.	Milwaukie City Hall	Milwaukie City Council	Milwaukie	Presenters: Johnson, Bezner Attendance: 10

The Road Ahead 2018: The Conversation Continues
Summary of Input Received About a Possible Countywide VRF, Fall 2018
December 18, 2018

During fall 2018, leadership from the Clackamas County Department of Transportation & Development shared information with community and business groups about the need for a possible countywide vehicle registration fee (VRF) to provide a steady source of local funds to meet local transportation needs. The meetings were publicized by the organizations that hosted the meetings, as well as by the county through emails, social media, flyers and website.

- There were 11 presentations with a total of approximately 200 participants
 - 7 to community groups (hosted by the Clackamas County Committee for Community Involvement – CCI – and/or a CPO)
 - 3 to business groups (hosted by a chamber or business alliance)
 - 1 to a city council (invited by the city)
- Meetings were held throughout the county:
 - Unincorporated areas – Clackamas, Oak Grove, Redland, Welches
 - Incorporated areas – Estacada, Milwaukie, Molalla, Oregon City
- The majority of responses fell into one of three categories:
 - Questions about the specific impact of the VRF on them, e.g., which vehicles would be included; and the hardship that might entail
 - Wondering why the County hasn't pursued a gas tax
 - Better understanding of the need, and a belief that most people would understand the need if they attended a similar County education session

Specific comments from some of the meetings are below, followed by a couple of email comments.

Community Leaders

- I support VRF
- Yes. Pass VRF!
- Regional VRF meetings are good! We need the VRF. Please do not back out!
- I would like regional meetings for VRF presentations
- Regional meetings for VRF presentations is a very good idea. Allow community to get access.
- Yes to 3 or 4 regional meetings for VRF
- Rural road funding -- the concern is the process for prioritizing projects -- when it comes to a vote at C-4 each city gets one vote and all of rural (45%) gets one vote
- C-4 should have representation equal to the current population ratio (55% cities vs 45% unincorporated) not the current ratio.
- When cities annex roads, make them transfer jurisdiction also.
- Limit to vehicles/trucks
- Limit tax to \$30 per year

Estacada City Hall

- Multnomah County has a large VRF compared to their road mileage, but they use the VRF for the large bridges they own
- Some cities are not getting a lot of money, but it can be used as match money for grants to increase it by 5 to 10 times.
- Don't like that you say that the BCC has the "authority" to implement a VRF.

Estacada Community Center

- Has this already been decided? Does our feedback matter?
- Why is this not going to be voted on?
- What vehicles are exempt?
- Will commercial trucks have to pay?
- Do veterans who are exempt from registration fees still have to pay?
- How will this impact seniors? Folks on fixed incomes?
- Will there be people/companies who avoid registering their vehicles here because of this? Will there be a penalty for that?
- How will you decide what projects get selected?
- How can we trust that you will do the projects you say you will do?
- How will the funds be dispersed?
- What projects will the City of Estacada work on?
- How many miles of county roads are inside the city limits of Estacada?
- Will the fee go up with inflation?
- Will you penalize people who leave their studded tires on all year long?
- What are timber receipts?
- How does this fee compare with Washington County?
- What businesses participated in the study?
- We need this. I wish we would have just passed the gas tax.
- We have 4 vehicles to register here but we are retired and travel most of the year. This doesn't seem to fair that we have to pay the fees if we don't spend much time here.
- What are you doing to fix the safety issues on Eagle Creek Hwy?
- What do you mean when you say "congestion relief"?
- What percent of the current gas tax does the county get?
- The population data you are using is old.
- Why are we moving so quickly on this?
- I support this. Our roads are in poor condition.
- I support this. I worry about the safety of our kids on school buses on rural roads in the condition many of them are in.
- What is C-4?

Welches/Resort at the Mountain

- Why is the state distribution based on registration and not need? It's a poor system.
- Vista Loop intersection – state highway. Provide TSDC exemption; Sunnyside Road.
- Fairway – sinkhole at Nickolav intersection, middle of the road.
- How is existing money spent?
- Washington County – per capita income of Washington County and Clackamas County.
- Federal/state land parking pass – can we keep that resource?
- I have 7 cars -- \$30/year is a lot. My income isn't going up at that percentage rate.
- Pursue a gas tax locally.
- Who represents this area?
- It is \$60 every two years. Everyone has their hand out.
- ADA improvements. The unfunded mandate needs to change.
- Need to educate the urban residents that the rural roads benefit them and vice-a-versa.

Oak Grove/Rose Villa

- Identify responsibilities – maintenance, roads, state
- Rate per 1,000 in Washington County

Attachment C

- Why don't we have a gas tax? When was it voted on?
- Consider spending 100% of the 60% and spend it locally. Can you allocate it to the Oak Grove unincorporated area? How do we geographically split the county for funding?
- Consider a road district for the unincorporated area. Why didn't the road district pass?
- Consider lower gas tax rate.
- Sunset/reduce gas tax.
- How do you manage the outreach and messaging?
- You didn't do a good enough job selling the gas tax to the people.
- How will the money be distributed?
- Will something else be enacted?
- Why is there an administrative fee?
- C4 control does not seem proportional for the money
- Community involvement. 4 CPO chairs are here. C4 doesn't provide adequate representation. Ask residents if they support it; do they want it.
- You approached the businesses, but didn't involve citizens in the initial discussions. I don't have any concerns about the VRF priorities, but am concerned that we weren't asked.
- What do residents want? How do you initiate public interaction?
- Public involvement increased as a result of local interest surrounding a project.
- Not much support or interest in the fee.
- Dealer transaction fees. Keep overhead costs down.
- Trust was broken in 2013. Need to clearly identify our intent.
- How do you fully fund River Road and Oatfield?
- Publish the project list every year; be transparent; prioritize it. Increase outreach.
- Jennings Avenue. Money set aside build trust with the area with the project.
- Metro – what was the funding cycle?
- Abernethy tolling will influence local roads.
- Construction for sidewalks.
- Find SDC money to help match Jennings/Oak Lodge/River Road.

Molalla Public Library

- List of project contributions from road fund
- Should be more clear. \$30/year/vehicle = \$60/vehicle impact every two years
- Motor homes should pay, too; they are impacting the road.
- Out-of-state plates are not reregistering and there is no enforcement. You're missing out on the dollars from work vehicles and light vehicles.
- Union Mills concerns – safety, signage, bypass, need safety audit, sight distance, ODOT
- Rural/urban balance
- Citizen involvement to determine how people can be involved
- Do we provide a bonus for private contractors to finish early?
- What is the condition of the roads?
- Why not a gas tax?
- What vehicles are included?
- Will there be a low-income exemption?
- What projects will be selected for completion first?
- How can we make suggestions on what projects we feel should be prioritized?
- Will this impact local logging?
- I can barely afford to register my vehicle as it is. Will there be a way to ask for an exemption due to financial hardship?

Attachment C

- I am in complete support. How can I help support this? What do the commissioners need to hear from me in order to move forward?
- This seems expensive. Are you sure there is no other way?
- When will this take effect?
- Will this be forever? Will the fee amount ever go up?
- What happens next?
- What other outreach are you doing?
- When will the fees be in effect?

EMAIL COMMENTS (staff responded, as appropriate)

I read in the "County Happenings" newspaper that the county is considering creating a countywide vehicle registration fee. I am very much in favor of this new fee. There is no reason that Clackamas County should go without the funds it needs to maintain and improve our roads.

Reading the article in the Clack co quarterly regarding the proposed vehicle fee I wanted to share a few thoughts on this proposal.

First of all we voted on a similar measure a year ago which did pass. In this measure almost the same verbiage was used as to what this new proposal would accomplish. We were told that the 2017 measure was needed to bring 1400 miles of clackamas county roads "up to a pci of 70 ", now you are saying that this was not the case at all, that additional monies are needed to accomplish what the 2017 measure was supposed to. What gives? Why were we told one thing on the 2017 measure and now are being told that another fee is needed to accomplish what the other measure was supposed to.

Yes , it is easy for the county to say yes, we need more money, again, for roads and then it always seems to get channeled to others projects . This is where the taxpayers get frustrated and mad , we are told one thing then the money gets sidetracked into other projects like bike paths or something else . When are bicycle owners going to have to start paying their fair share?

Have you figured what effect this additional reaching into pockets will have on seniors. Do you know what a FIXED income is . Many of us do not have access to mass transit so we must maintain an automobile. This fee will just be another hardship on seniors and low income people. We certainly want a vote of the people on this as most people I know thought the 2017 vote would put this issue to bed for a while. I would appreciate a response .

Exhibit A - Page 20

Attachment D

Possible High Priority County Transportation System Plan (TSP) Projects to Consider Funding with VRF Revenue

DRAFT: December 18, 2018

NAME	PROJECT DESCRIPTION	LOCATION	RURAL or URBAN	General County Region	CPO
Airport Rd	Install traffic signal	Airport Rd / Miley Rd intersection	Rural	Aurora	Aurora - Butteville - Barlow
Beavercreek Rd	Add paved shoulders in accordance with the Active Transportation Plan and turn lanes at major intersections.	Henrici Rd to Yeoman Rd/Steiner Rd	Rural	Beavercreek	Beavercreek
Beavercreek Rd	Construct roundabout with additional analysis	Beavercreek Rd / Leland Rd / Kamrath Rd intersection	Rural	Beavercreek	Beavercreek
Amisigger Rd / Kelso Rd	Add paved shoulders; turn lanes at Amisigger/OR 212 and Kelso/Richey; smooth curves.	OR 224 to Kelso / Richey Rd	Rural	Boring	Boring
Richey Rd	Add paved shoulders and left turn lane at Richey Rd and OR 212	Kelso Rd to OR 212	Rural	Boring	Boring
Barlow Rd	Add dual left-turn lanes on southbound Barlow Rd	Barlow Rd / OR 99E intersection	Rural	Canby	South Canby
Canby-Marquam Highway	Reconstruct intersection; install northbound left-turn lane and southbound right-turn lane	Canby-Marquam Hwy / Lone Elder Rd intersection	Rural	Canby	South Canby
Holly St	Add paved shoulders in accordance with the Active Transportation Plan.	Territorial Rd to Canby Ferry	Rural	Canby	Aurora - Butteville - Barlow
Township Rd	Add paved shoulders and turn lanes at major intersections	Central Point Rd to Canby City limit	Rural	Canby	Central Point - Leland - New Era/Canby
Hattan Rd	Install southbound right-turn lane	Hattan Rd / Gronlund Rd intersection	Rural	Carver	Carver Logan
Springwater Rd	Install signal at Clackamas River Dr	Springwater Rd / Clackamas River Dr intersection	Rural	Carver	Carver Logan
Eagle Creek Rd	Remove horizontal curve, relocate intersection, add paved shoulders and turn lanes at major intersection; investigate speed zone south of Currin Rd	Currin Rd to Duus Rd	Rural	Estacada	Eagle Creek - Barton/Estacada
97th Ave / Mather Rd	Add bikeways, pedestrian facilities and eastbound left turn lanes at Mather Rd / Summers Ln	Lawnfield Rd to Summers Ln	Urban	Happy Valley	Sunnyside - West Mt. Scott
Johnson Creek Blvd	Add signal to either Johnson Creek Blvd and 79th Pl or 80th Ave	Johnson Creek Blvd near 79th Pl	Urban	Milwaukie	Southgate
Johnson Creek Blvd	Extend westbound left-turn lane and rebuild median; install dual northbound and southbound left-turn lanes	Johnson Creek Blvd / OR 213 intersection	Urban	Milwaukie	Southgate
Johnson Creek Blvd	Widen to 3 lanes with bikeways and pedestrian facilities	55th Ave to Bell Ave	Urban	Milwaukie	Southgate

Exhibit A - Page 21

Attachment D

Possible High Priority County Transportation System Plan (TSP) Projects to Consider Funding with VRF Revenue

DRAFT: December 18, 2018

NAME	PROJECT DESCRIPTION	LOCATION	RURAL or URBAN	General County Region	CPO
Harmony Rd	Railroad crossing and intersection improvements based on further study of intersection operations including bikeways and pedestrian facilities to be undertake jointly by the City of Milwaukie and the County	Railroad Ave / Linwood Ave / Harmony Rd	Urban	Milwaukie	Oak Grove Community Council / Clackamas
Welches Rd	Add paved shoulders; add pedestrian facilities in Welches rural center; evaluate pedestrian crossing near Stage Stop Rd; add multi-use path	US 26 to Birdie Ln	Rural	Mountain	Mt. Hood Corridor
Fairway Ave	Add paved shoulders	Arrah Wanna Blvd to Salmon River Rd	Rural	Mountain	Mt. Hood Corridor
Arrah Wanna Blvd	Add paved shoulders. In the interim, add 4-foot paved shoulders.	US 26 to Fairway Ave	Rural	Mountain	Mt. Hood Corridor
Brightwood Loop Rd	Add 4-foot paved shoulders	US 26 to US 26	Rural	Mountain	Mt. Hood Corridor
Union Mills Rd	Add turn lanes at major intersections	OR 213 to OR 211	Rural	Mulino	Mulino CPO
Union Mills Rd	Construct a shoulder on the south side of the roadway	OR 213 to OR 211	Rural	Mulino	Mulino CPO
Concord Rd	Add turn lanes at major intersections	River Rd to Oatfield Rd	Urban	Oak Grove	Oak Grove Community Council
Oatfield Rd	Add southbound and eastbound left-turn lanes	Oatfield Rd / McNary Rd intersection	Urban	Oak Grove	Oak Grove Community Council
Thiessen Rd	Add turn lanes on Thiessen Rd; consider converting to two-way stop controlled	Thiessen Rd / Aldercrest Rd intersection	Urban	Oak Grove	Clackamas
Springwater Rd	Add paved shoulders in accordance with the Active Transportation Plan and turn lanes at major intersections	Hattan Rd to Bakers Ferry Rd	Rural	Redland	Redland - Fischers Mill - Viola / Carver Logan
Redland Rd	Construct roundabout	Redland Rd / Ferguson Rd intersection	Rural	Redland	Holcomb- Outlook
Redland Rd	Install eastbound left-turn lane	Redland Rd / Bradley Rd intersection	Rural	Redland	Holcomb- Outlook
Fischers Mill Rd	Install eastbound left-turn lane	Fischers Mill / Hattan Rd intersection	Rural	Redland	Redland - Fischers Mill - Viola
Redland Rd	Install traffic signal and westbound and northbound left-turn lanes or roundabout	Redland Rd / Holly Rd intersection	Urban	Redland	Holcomb- Outlook
Henrici Rd	Add paved shoulders and turn lanes at major intersections. Remove horizontal and vertical curves	Beavercreek Rd to Ferguson Rd	Rural	Redland	Beavercreek
65th Ave	Construct roundabout	65th Ave / Elligsen Rd / Stafford Rd intersection	Rural	Stafford	Far West Association of Neighbors
Stafford Rd	Install traffic signal and southbound and northbound turn lanes or roundabout	Stafford Rd / Childs Rd intersection	Rural	Stafford	Stafford-Tualatin Valley

Exhibit A - Page 22

Attachment D

Possible High Priority County Transportation System Plan (TSP) Projects to Consider Funding with VRF Revenue

DRAFT: December 18, 2018

NAME	PROJECT DESCRIPTION	LOCATION	RURAL or URBAN	General County Region	CPO
Stafford Rd	Add paved shoulders in accordance with the Active Transportation Plan and turn lanes at major intersections	Rosemont Rd to I-205	Rural	Stafford	Stafford-Tualatin Valley
Rosemont Rd	Add paved shoulders and turn lanes at major intersections	Stafford Rd to West Linn	Rural	Stafford	Stafford-Tualatin Valley
Borland Rd	Add paved shoulders in accordance with the Active Transportation Plan	Stafford Rd to West Linn city limits	Rural	Stafford	Stafford-Tualatin Valley
Borland Rd	Add paved shoulders in accordance with the Active Transportation Plan and turn lanes at major intersections	Tualatin city limits to Stafford Rd	Rural	Stafford	Stafford-Tualatin Valley

DRAFT

2018 Local Vehicle Registration Fee (VRF)
Strategic Investment Fund Revenue Opportunity Projections

Jurisdiction	Revenue Share	Revenue Collection
City Share (%)	40%	\$4,470,816.00
County Share (%)	50%	\$5,588,520.00
County Strategic Investment Fund (%)	10%	\$1,117,704.00
Estimated Annual Revenue Collection *	100%	\$11,177,040.00

Revenue Source	Rate	Assumptions
Vehicle Registration Fee (VRF) <i>(Maximum is \$56 per year.)</i>	\$30	--> Annually (per registered vehicle.) --> 50% reduction for motorcycles.

Annual \$ Collection	\$11,177,040
-----------------------------	---------------------

Jurisdiction	Annual \$ Distribution	Population **	City Distribution Percentage
Barlow	\$2,724	135	0.06%
Canby	\$331,281	16,420	7.41%
Damascus ***	\$214,364	10,625	4.79%
Estacada	\$63,654	3,155	1.42%
Gladstone	\$235,246	11,660	5.26%
Happy Valley	\$376,877	18,680	8.43%
Johnson City	\$11,399	565	0.25%
Lake Oswego ****	\$703,222	34,855	15.73%
Milwaukie	\$413,798	20,510	9.26%
Molalla	\$183,294	9,085	4.10%
Oregon City	\$690,807	34,240	15.45%
Portland ****	\$15,455	766	0.35%
Rivergrove ****	\$9,253	459	0.21%
Sandy	\$214,969	10,655	4.81%
Tualatin ****	\$58,741	2,911	1.31%
West Linn	\$516,794	25,615	11.56%
Wilsonville ****	\$428,938	21,260	9.59%
Clackamas County	\$5,588,520		
County Strategic Investment Fund	\$1,117,704		
Totals:	\$11,177,040		100%

* Registered passenger vehicles and motorcycles updated to reflect ODOT December 31, 2017 registration numbers.

** Population estimates are based on Portland State University (PSU) Population for Oregon and its Counties and Incorporated Cities and Towns: July 1, 2017.

*** Though Damascus is disincorporated, state law distributes State Motor Vehicle Fund receipts previously assigned to the City to Clackamas County for 10-years after disincorporation.

**** A portion of this city is outside Clackamas County; population represents the population PSU estimates within Clackamas County jurisdiction.

Exhibit B - Page 1

TEMPLATE for Letter of Support for County VRF by Ordinance:

Month DD, 2018

Clackamas County
2051 Kaen Rd
Oregon City, OR 97045

RE: Support for Clackamas County to enact a Vehicle Registration Fee

Dear Board of County Commissioners:

On behalf of <<insert city>>, we support Clackamas County's consideration to enact a countywide vehicle registration fee (VRF). This would provide the cities and county with greater ability and additional resources to address congestion, safety and maintenance needs on our roads.

Clackamas County is the only one of the three Portland metropolitan area counties that has no local source of transportation revenue. As we have discussed at the Clackamas County Coordinating Committee (C4), new, stable and locally controlled revenue will help the county and cities promote local values such as addressing maintenance needs on aging roadways, and will support opportunities for new projects needed to keep traffic moving reliably and safely throughout our growing region. Additionally, proposals at C4 to create a strategic investments fund from potential county VRF revenue offers a new tool to promote cross jurisdictional coordination to meet our mutual congestion relief and maintenance objectives.

<<Insert short paragraph describing how your city might use new revenue from a vehicle registration fee or identifying high-priority transportation needs in your community.>>

We recognize and appreciate that passage of a local funding ordinance can be a challenge, but it is also necessary to respond to countywide needs such as crumbling roads and ever-increasing commute times. We support Clackamas County making a bold decision today to address local funding needs through passage of a VRF by ordinance.

Sincerely,

CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS

Policy Session Worksheet

Presentation Date: 09/04/18 **Approximate Start Time:** 2:30 pm **Approximate Length:** ½ hr

Presentation Title: Transportation Funding Update

Department: Transportation & Development, Public & Government Affairs

Presenters: Dan Johnson, Director, DTD; Gary Schmidt, Director, PGA

Other Invitees: Randy Harmon, Transportation Maintenance; Mike Bezner, Assistant Director-Transportation; Diedre Landon, DTD; Ellen Rogalin, PGA/DTD

WHAT ACTION ARE YOU REQUESTING FROM THE BOARD?

Discussion; no action at this time.

EXECUTIVE SUMMARY:

Background: Participants at the Clackamas County Coordinating Committee (C4) retreat June 29-30 discussed and generally expressed support for the county adopting a vehicle registration fee (VRF) to address ongoing transportation funding needs. Even with the additional funds coming in as a result of HB 2017, without a stable, local source of funds the county will still not be able to provide the level of service that its residents value and need.

At the retreat and at the following August 2 meeting, C4 members' opinions were fairly well aligned with the feedback the county received from the business community earlier this year – to address congestion relief and additional road maintenance, establish a countywide VRF of \$25-30 and dedicate part of the revenue to a shared “strategic investment fund” to be spent on county-city transportation priorities.

Revenue Scenarios: The attached table that shows three possible revenue scenarios for a \$30 VRF, including two with a strategic investment fund:

- A. A 60% / 40% split between the county and cities, as required by law unless the cities and county mutually agree to a different amount;
- B. A 50% / 40% split between the county and cities, with the county's additional 10% going into a shared strategic investment fund, and
- C. A 40% / 20% split between the county and cities, with the county's additional 20% and the cities' additional 20% going into a shared strategic investment fund.

Strategic Investment Fund: Ideas for the use of a strategic investment fund are materializing around two concepts:

- The development of a road transfer program to improve County-maintained roads in city jurisdictions facilitating transfer of these assets to the cities, and
- Capital investment opportunities where there is regional or multijurisdictional benefit.

In addition, at this point the assumption is that all projects would be vetted annually through C4, and C4 would be the final decision-making body.

County Use of VRF Revenue: While revenue provided through HB2017 is providing additional support for several important transportation programs – including resurfacing of major roads, ADA ramp upgrades, asset management, safety projects and bike/ped projects – it is not sufficient to meet the even larger needs of resurfacing local roads (both urban and rural) and building capital projects to provide congestion relief. In fact, the county currently only has funding for approximately 15% of the adopted Transportation System Plan. The plan identified needed improvements to support planned growth and safe travel options throughout Clackamas County. Funding for these projects is usually secured through the region or state, which dictate the type and size of what projects are constructed.

With revenue from a VRF under scenario “B” above – about \$5.5 million – the county would be able to resurface local roads to bring local road condition average to closer to the county’s goal of a Pavement Condition Index (PCI) of 70 and fund eight or nine top priority projects in the TSP that align with the needs of our residents.

Next Steps: Since early August, Mike Bezner has been meeting with city staff, and reports the discussions have been productive and amicable. In addition, county staff will be reporting back to the businesses we contacted this spring and, as the businesses suggested, hope to share the information with various policy groups throughout the county – business organizations, chambers, etc.

C4 is scheduled to discuss VRF revenue options at its next meeting, on Sept. 6. Staff will return to you with a follow-up policy session on Sept. 11 to seek your direction. A VRF may be implemented through a public vote or through Board approval. If the Board were to direct staff to proceed to consider a VRF with Board action, the process would follow the county’s normal ordinance adoption procedures, with two separate readings by the Board at least 13 days apart and an effective date no sooner than 90 days after adoption (unless an emergency is declared). As with any ordinance, the VRF ordinance would be subject to referendum; a challenger would have 90 days from the effective date of the ordinance to complete certain steps to initiate the referendum process.

Next Steps

1. Discussion of options for distribution of possible VRF revenue is on the agenda for discussion at the Sept. 6 C4 meeting.
2. If the BCC is interested, staff is prepared to move forward on:
 - a. Reporting our progress on this issue to policy groups in the community – chambers, business groups, etc.
 - b. Expanded public outreach

FINANCIAL IMPLICATIONS (current year and ongoing):

Is this item in your current budget? YES NO **N/A**
What is the cost? \$ What is the funding source?

Explain the fiscal impacts to the County and your department as well as to the public and businesses, both in the short and long term.

STRATEGIC PLAN ALIGNMENT:

- **How does this item align with your Department’s Strategic Business Plan goals?**

Exhibit C - Page 3

- DTD goals:
 - By 2022, maintain the average condition of paved county roads at 70 PCI (Pavement Condition Index) or higher
 - By 2022, improve the average condition of urban local county roads to a PCI of 70 or higher
- PGA goal: By 2019, the \$17 million road maintenance funding gap will be addressed
- **How does this item align with the County’s Performance Clackamas goals?**
 - By 2019, improve the average condition of paved county roads to a PCI rating of 70

LEGAL/POLICY REQUIREMENTS:

Road funds from HB 2017 may only be used for road purposes.

The Board of County Commissioners has the legal authority to pass an ordinance to institute a countywide vehicle registration fee.

PUBLIC/GOVERNMENTAL PARTICIPATION:

In addition to the meetings referred to in the staff report, for years there has been extensive outreach to the general public, business community and others about road funding needs.

OPTIONS: N/A

RECOMMENDATION: N/A

ATTACHMENTS:

- A. Countywide VRF Distribution Scenario Concepts
- B. Road Funding by County – Portland Metropolitan Region

SUBMITTED BY:

Division Director/Head Approval _____

Department Director/Head Approval _____

County Administrator Approval _____

Countywide VRF Distribution Scenario Concepts

Revenue Distribution		
City Share (%)		
County Share (%)		
County Strategic Investment Fund (%)		
Estimated Annual Revenue Collection *		
Revenue Source		
Countywide Vehicle Registration Fee (VRF) (Maximum is \$56 per year.)		
Jurisdiction	Population **	City Distribution Percentage
Barlow	135	0%
Canby	16,420	4%
Damascus ***	10,625	3%
Estacada	3,155	1%
Gladstone	11,660	3%
Happy Valley	18,680	5%
Johnson City	565	0%
Lake Oswego ****	34,855	9%
Milwaukie	20,510	5%
Molalla	9,085	2%
Oregon City	34,240	8%
Portland ****	766	0%
Rivergrove ****	459	0%
Sandy	10,655	3%
Tualatin ****	2,911	1%
West Linn	25,615	6%
Wilsonville ****	21,260	5%
Clackamas County	183,383	45%
Countywide Strategic Investment Fund		
Totals:	404,980	100%

State Highway Fund Distribution - Scenario 1:
City 40% | County 60%

Revenue Share	Revenue Collection
40%	\$4,470,816
60%	\$6,706,224
0%	\$0
100%	\$11,177,040
Rate	Assumptions
\$30	--> Annually per vehicle. --> 50% reduction for motorcycles.
Annual \$ Distribution	State Highway Fund Distribution
\$2,724	100%
\$331,281	100%
\$214,364	100%
\$63,654	100%
\$235,246	100%
\$376,877	100%
\$11,399	100%
\$703,222	100%
\$413,798	100%
\$183,294	100%
\$690,807	100%
\$15,455	100%
\$9,253	100%
\$214,969	100%
\$58,741	100%
\$516,794	100%
\$428,938	100%
\$6,706,224	100%
\$0	
\$11,177,040	

Modified Revenue Distribution Scenario 2:
City 40% | County 50% | Strategic Investment Fund 10%

Revenue Share	Revenue Collection
40%	\$4,470,816
50%	\$5,588,520
10%	\$1,117,704
100%	\$11,177,040
Rate	Assumptions
\$30	--> Annually per vehicle. --> 50% reduction for motorcycles.
Annual \$ Distribution	% of State Highway Fund Distribution
\$2,724	100%
\$331,281	100%
\$214,364	100%
\$63,654	100%
\$235,246	100%
\$376,877	100%
\$11,399	100%
\$703,222	100%
\$413,798	100%
\$183,294	100%
\$690,807	100%
\$15,455	100%
\$9,253	100%
\$214,969	100%
\$58,741	100%
\$516,794	100%
\$428,938	100%
\$5,588,520	83%
\$1,117,704	
\$11,177,040	

Modified Revenue Distribution Scenario 3:
City 20% | County 40% | Strategic Investment Fund 40%








Revenue Share	Revenue Collection
20%	\$2,235,408
40%	\$4,470,816
40%	\$4,470,816
100%	\$11,177,040
Rate	Assumptions
\$30	--> Annually per vehicle. --> 50% reduction for motorcycles.
Annual \$ Distribution	% of State Highway Fund Distribution
\$1,362	50%
\$165,640	50%
\$107,182	50%
\$31,827	50%
\$117,623	50%
\$188,439	50%
\$5,700	50%
\$351,611	50%
\$206,899	50%
\$91,647	50%
\$345,404	50%
\$7,728	50%
\$4,627	50%
\$107,485	50%
\$29,370	50%
\$258,397	50%
\$214,469	50%
\$4,470,816	67%
\$4,470,816	
\$11,177,040	

* Registered passenger vehicles and motorcycles updated to reflect ODOT December 31, 2017 registration numbers.
 ** Population estimates are based on Portland State University (PSU) Population for Oregon and its Counties and Incorporated Cities and Towns: July 1, 2017.
 *** Though Damascus is disincorporated, state law distributes State Motor Vehicle Fund receipts previously assigned to the City to Clackamas County for 10-years after disincorporation.
 **** A portion of this city is outside Clackamas County; population represents the population PSU estimates within Clackamas County jurisdiction.

Exhibit C - Page 5

Road Funding by County – Portland Metro Region

For years, residents in neighboring counties have voted in additional local funding to support road maintenance in their communities. These local sources supplement state and federal funds. (The year each fee was established is shown for each fee.)

WASHINGTON COUNTY	Road Miles 1,300	 1977	 1987	 1986	 2018
MULTNOMAH COUNTY	Road Miles 230	 2016-2020 [4-Year Sunset]	 2009		
CLACKAMAS COUNTY	Road Miles 1,400+				



Agenda

Thursday, August 02, 2018

6:45 PM – 8:30 PM

Development Services Building

Main Floor Auditorium, Room 115

150 Beaver Creek Road, Oregon City, OR 97045

AGENDA

6:45 p.m. Pledge of Allegiance

Welcome & Introductions

Chair Jim Bernard & Mayor Brian Hodson, Co-Chairs

Housekeeping

- Approval of June 07, 2018 C4 Minutes **Page 03**

6:50 p.m. Draft Letters Advanced from C4 Metro Subcommittee (Action Item)

- Memo **Page 05**
- Wilsonville UGB Expansion Request **Page 06**
- RTP Post-Visioning Process Letter **Page 07**

7:05 p.m. 2018 C4 Retreat – Final Report

Presenting: Trent Wilson

- Final Report - 2018 C4 Retreat **Page 14**
- 2018-2019 C4 Agenda DRAFT Schedule **Page 26**

7:20 p.m. Vehicle Registration Fee Discussion

Presenting: Dan Johnson

- Staff memo and materials **Page 27**

8:15 p.m. Updates/Other Business

- JPACT/MPAC Updates
- Housing Bond Update
- Housing Needs Assessment Update
- Other Business

8:30 p.m. Adjourn



Final Report

2018 Retreat Clackamas County Coordinating Committee (C4)

Friday, June 29 – Saturday, June 30

C4 Retreat Attendance	Page 02
C4 Retreat Summary of Agenda Discussions	Page 04
C4 Retreat Flip Chart Transcriptions	Page 06



Retreat Attendees (C4 Members and Alternates)

- | | |
|----------------------------|---|
| 1. Jim Bernard, Co-Chair | Clackamas County, Chair |
| 2. Brian Hodson, Co-Chair | Canby, Mayor |
| 3. Traci Hensley | Canby, Councilor |
| 4. Julie Wehling | Canby, Transit Director |
| 5. Paul Savas | Clackamas County, Commissioner |
| 6. Hugh Kalani | Clackamas River Water |
| 7. Sean Drinkwine | Estacada, Mayor |
| 8. Kenny Sernach | Hamlet of Beaver Creek |
| 9. Markley Drake | Happy Valley, Councilor |
| 10. Jeff Gudman | Lake Oswego, Councilor |
| 11. Theresa Kohlhoff | Lake Oswego, Councilor |
| 12. Betty Dominguez | Metro, Councilor |
| 13. Mark Gamba | Milwaukie, Mayor |
| 14. Wilda Parks | Milwaukie, Councilor |
| 15. Jimmy Thompson | Molalla, Mayor |
| 16. Laurie Freeman Swanson | Molalla Community Planning Organization |
| 17. Susan Keil | Oak Lodge Water Services District, Director |
| 18. Dan Holladay | Oregon City, Mayor |
| 19. Renate Mengelberg | Oregon City, Councilor |
| 20. Carl Exner | Sandy, Councilor |
| 21. Jan Lee | Sandy, Councilor |
| 22. Andi Howell | Sandy, Transit Director |
| 23. Dwight Brashear | SMART, Director |
| 24. Brenda Perry | West Linn, Council President |
| 25. Tim Knapp | Wilsonville, Mayor |
| 26. Russ Axelrod | West Linn, Mayor |



Retreat Attendees (Non-C4 Members)

- | | |
|-----------------------|---|
| 1. Sonya Fischer | Clackamas County, Commissioner |
| 2. Ken Humberston | Clackamas County, Commissioner |
| 3. Martha Schrader | Clackamas County, Commissioner |
| 4. Don Krupp | Clackamas County, Administrator |
| 5. Mary Jo Cartasegna | Clackamas County, Commission Staff |
| 6. Tracy Moreland | Clackamas County, Commission Staff |
| 7. Gary Schmidt | Clackamas County, Public & Government Affairs |
| 8. Chris Lyons | Clackamas County, Public & Government Affairs |
| 9. Trent Wilson | Clackamas County, Public & Government Affairs |
| 10. Shelly Parini | Clackamas County, Public & Government Affairs |
| 11. Amy Herman | Clackamas County, Resolution Services |
| 12. Martine Coblentz | Clackamas County, Resolution Services |
| 13. Dan Johnson | Clackamas County, Transportation & Development, |
| 14. Karen Buehrig | Clackamas County, Transportation & Development |
| 15. Stephen Williams | Clackamas County, Transportation & Development |
| 16. Jennifer Hughes | Clackamas County, Transportation & Development |
| 17. Ray Atkinson | Clackamas Community College |
| 18. Jacque Betz | Gladstone, City Administrator |
| 19. Jaimie Huff | Happy Valley, Policy Analyst |
| 20. Craig Dirksen | Metro, Councilor |
| 21. Kelly Brooks | Milwaukie, Assistant City Manager |
| 22. John Lewis | Oregon City, Public Works Director |
| 23. Dayna Webb | Oregon City, Senior Project Engineer |
| 24. Tom Markgraf | TriMet, Public Affairs Director |
| 25. Tom Mills | TriMet, Planner |
| 26. Nancy Kraushaar | Wilsonville, Community Development Director |

C4 Retreat: Summary of Agenda Discussions

Friday, June 29

Session 1: Transportation Goals for Clackamas County

Karen Buehrig and Stephen Williams (CC Transportation & Development) introduced findings from a questionnaire sent to C4 members and city/county transportation staff that outlined various transportation priorities. A low response rate to the questionnaire prompted a discussion about transportation goals at-large within Clackamas County. C4 members reached no conclusions during this discussion, but identified various outcomes that were important to jurisdictions and relevant for ongoing and future discussions about transportation planning.

Session 2: I-205 Widening Project Status and Value Pricing Recommendations

Rian Windsheimer (ODOT) and Chris Lyons (CC Public & Government Affairs) presented updates and findings on the I-205 widening project and recommendations coming from the Value Pricing Policy Advisory Committee. Retreat attendees asked clarifying questions aimed at how to advance funding needs for the I-205 project and discussed the state legislature's intent to fund I-205 with revenue generated from value pricing (tolling). Attendees also expressed concern about diversion.

Session 3: Transit Goals within Clackamas County

Following a discussion at the June 7 C4 meeting, retreat attendees explored goals for transit within Clackamas County, including urban and rural needs. Attendees agreed that HB 2017 funding presents incredible opportunities to advance goals, but that C4 should spend more time identifying what the transportation system should look like and accomplish for Clackamas County. Attendees offered the suggestion of creating a "lens" for exploring broader transportation goals that better understands linkages, related to housing and jobs, and project criteria, connections, and outcomes.

Session 4: Tualatin Transportation Bond Measure

Sherilyn Lombos (Tualatin City Manager) shared "lessons learned" from their successful May 2018 ballot measure on transportation funding.

Saturday, June 30

Session 5: Breakfast Discussion – Transportation Goals Continued

Retreat attendees continued the discussion from the first session about at-large transportation goals within Clackamas County. Attendees also expanded this discussion to consideration of the larger metro region, noting a need for the region to have a longer range plan that addresses the larger system, thus allowing Clackamas County to better

know how to fit within the system. Members landed on a need to continue advancing I-205 at the state legislature to ensure the remaining needed project design funding is identified. Members also discussed a set of “lenses” for how to approach transportation needs in the county, but ultimately agreed that pursuing a “transportation futures” study – requesting funding from the state legislature – made sense as well.

Session 6: Proposed 2020 Regional Transportation Bond

Karen Buehrig (CC Transportation & Development) and Chris Lyons (CC Public & Government Affairs) provided materials from the June 7 C4 meeting, where Metro staff presented existing information – mainly timelines – related to the proposed 2020 regional transportation bond. Members agreed much of this discussion was dependent on findings from a futures study and related to the conversations previously held on transportation and transit goals. C4 members suggested that important elements for Clackamas County’s approach to the 2020 regional transportation bond should be: congestion relief, a complete modal package, and a “big picture” view.

Session 7: The Road Ahead, 2018: A Continued Conversation

Dan Johnson (CC Transportation & Development) and Shelly Parini (CC Public & Government Affairs) shared the results of business outreach discussions related to a potential vehicle registration fee in Clackamas County. Retreat attendees agreed with the business community to advance discussions towards a \$25-\$30 VRF, but also communicated that more discussion was needed to understand the details of how funds might be used and whether or not C4 members would be interested in creating a joint fund to better leverage VRF dollars for higher-cost projects.

Session 8: Next Steps Discussion

C4 members requested the VRF discussion take precedence in the coming months and encouraged the BCC to take action quickly. Members were also interested in advancing legislative initiatives on I-205 and a potential transportation futures study, advancing additional discussions on the potential 2020 transportation bond and transit goals, and to continue engaging in efforts to address housing.

C4 Retreat: Flip Chart Transcription

Session 1 – Transportation Goals for Clackamas County

Outcomes

- Reduce Congestion (Highways, local roads)-Project Competitive
- Maintenance
- Safety
- Infrastructure
- Resiliency
- Access
- Reliability-Benefit the entire county
- Integrated System-Multiple choices via different modes
- Expanded capacity accommodating future growth
- Economic development
- Carbon reduction
- Vision- How far out?

Regional Outcomes

- Reliability (Reduce congestion)
- Safety
- Freight Mobility
- Community Trips (Active Transportation)
- Resiliency/Sustainability

Evaluate Projects On

- Multi-model transit Projects
 - Does it help to produce a redundant system of ways to get to work, school, and shop when and where we all need to enhance our daily lives
- Additional Projects
 - More direct route from Canby to I-5 (Arndt Road)
 - Stafford Road-Bicycles
 - Bike Ped-West Linn, LO, Portland
 - McLaughlin redevelopment

Session 2 – I-205 Widening Project Status and Value Pricing Recommendation

I-205 Funding

- Need to understand level/cost of toll
 - Will they be able to raise enough money to pay for project?
- Questions remain about diversion
- Funding will come from various sources
- Concern about lack of choices for alternatives to I-205

- Support for partial funding of I-205 thru tolling

Session 3 – Transit Goals within Clackamas County

Multi Modal-Increasing Transit

- Lens criteria
 - Need to talk about linkages
 - How they relate to housing
 - How they relate to jobs
 - How projects assist with making
 - Criteria
 - Connections
 - Outcomes
 - What we want our transportation system to do for our county
- Build from what currently exists
 - Redevelopment-Example: McLaughlin
- Need to know routes, frequency
 - Needs assessment to bring to Trimet or start own system or SMART or Canby
 - City-routes and sub-routes
- Use of existing rails or express bus→streetcar or trolley in LO
- Collaborating between cities, communities
 - Transit ties people together
 - Urban→ rural coverage for all
 - Ride from churches
- Local systems within communities while still connecting to Trimet
- Shuffles to Trimet
 - Figure out \$
- Smaller vehicles→ more flexibility
- Public safety at stops
- Look at NW connector as an example→addressing connectivity issues
- Look at other models that work
 - Does it serve our county well?
 - What works, what doesn't, what are the consequences?
- Think about Boring and Damascus
 - No Trimet service
 - Other communities that do not have service
- Think about ridership
 - Productive service vs. coverage

Session 5 and 6 – Transportation Goals Cont. + Proposed 2020 Regional Transportation Bond

Important Elements in 2020 Regional Measure

- Congestion Relief
- Complete Modal Package
- Need for “big picture” view

For Legislative Agenda

- See \$24M to keep I-205 project design moving forward

Ideas/Area of Common Interest

- Connecting Rural to Urban-Options
 - A→B Access to Arterials
 - Infrastructure/Maintenance
 - Connections to Highways/ I-5, I-205 Access
 - Amenities vs. Necessities
 - Local support for projects
 - Multi-modal (bikes, ped)
 - Emerging need
 - HB 2017 Funds
 - How will it be used?
 - Urgent need to present plans
 - Regionally powerful ways to use \$
- Keeping roads open for access (rural roads)
 - Connecting urban and rural with complimentary means
 - Take advantage of STIF money
 - Prioritize planning first, then ID projects
 - Plan for and fund Travel Shed
 - Prioritize Regional and local needs for transit
- New transit money applied by 2019
- Priorities for legislative matters
 - Disconnect with UGB/Limits to project potential
- Decrease various bottlenecks and recognized diverted traffic paths
- State highway system is very important for connecting our communities
 - Think holistically
- C.C. master plan for transportation combined with city TSP?
- Ask legislature for planning funds
 - Washington county did (\$1.5M)

Integrated/Redundant System

- To enhance daily lives
 - Multiple options
 - Access
 - Congestion reduction
 - Expanded capacity
 - Safety
 - Carbon footprint reduction

Lens for Discussion

- Benefits to the entire community
- Vision is future focus
- Competitive projects
- Linkage to housing, jobs, etc.
- Regional projects/need
- Engineer capacity vs. perceived capacity
- Potential/available funding
- Innovative thinking
- Projects with consensus
- Environmental impacts
- Access strengths of cities and taking advantage of potential for integration of services
 - Rural and urban linkages

Transit → Planning Process

- Needs assessment
- Service level assessment
- Funding
- Productive service vs. coverage
- Looking at other models
- Local focus and connection
- Looking at the gaps

Session 7 – The Road Ahead, 2018: A continued conversation

Table 1

- Q1. Road maintenance, safety, wider shoulders
 - 10% of the county's 60% to use on other needs
- Q2. Will there be enough people to do the road work?
 - When VRF starts, how soon after will money start to come in.
 - YES local control important
 - Collaborate by using C4 to look at ways to support rural and city roads
- Q3.
 - Yes, \$25

Table 2

- Q1. Maintenance Interconnectivity (Urban and Rural)
- Q2. Local control
 - Yes
 - Within cities
 - Links crossing jurisdiction boundaries
 - No dead-ending
 - Commute shed
 - Thinking beyond local projects
 - Pipeline of ready projects

- Q3.
 - VRF- Yes, as a way to fund
 - \$30 sweet spot, \$25 helpful, \$29.95
 - Licensing multiple vehicles for different uses in rural areas
 - Careful communications
 - Responsible use of revenues

Table 3

- Q1. Local transit better interface with Trimet-seamless for rider
 - Maintenance
 - Wider shoulders
 - Larger capital project
 - Arndt Road
- Q2.
 - Yes (from city lens)
 - Very local
 - B.
 - If could benefit neighboring then yes collaborate
 - State roads too
- Q3. Yes, \$25
 - \$43 for electric

Table 4

- Q1. Intra- County Connections
 - Road maintenance
 - Congestion relief
 - Integrated transit connections
 - Safe routes to school
 - Transport for vulnerable populations
 - Highway 43
 - East → West transit in WL
 - Transportation corridors including sunrise
- Q2.
 - Yes
 - Control own fate
 - Buy-in for voter support
 - Integration
 - State/regional funding for big projects
- Q3.
 - Yes/maybe
 - \$25-\$30
 - Highest fee based on car that is being assessed

Table 5

- Q1. Maintenance funding
- Q2. Yes, local. Yes, collaborative.
 - County roads that run through cities up to city standards so cities can continue maintenance
- Q3. Yes
 - See some polling to get a sense from general populace
 - Leaning on higher side between \$43-56

Table 6-Urban/Rural, Elected/Non-elected

- Q1.
 - Congestion
 - Maintenance and Safety
 - Connectivity
- Q2. Weight mile tax-corridors
 - What constitutes local?
 - A.
 - Individual
 - 99E
 - 205
 - B.
 - Local Control-Yes
 - Processes may not be efficient regionally
 - Collaboration on county wide plans-Yes
 - Voters don't care who the roads are being maintained by
- Q3. VRF-Yes
 - Impact on commissioners/elected
 - \$25
 - Not adding staff
 - Weight mile

VRF

- At least \$25 = Full support
- \$30 = 12 green
- \$43 = 3 blocked, more discussion
- Support VRF = All green
- Different charges for Gas vs. electric = 16 yes
- Progressive VRF rate = 5 block

Next Steps

- Transportation land use
- Housing
- Transit
 - Hub connections for local jurisdictions

- Guidance to staff for project focus
- Regional bond
- #1 County wide TSP/Regional vision
- #2 VRF
 - I-205 and Tolling
 - Congestion vs. construction
 - 7/12 Public input meeting-letter
- Opioids
- Housing
- Homelessness

Other Topics

- Housing and funding for affordable housing
 - Housing non-profits
 - Housing bond-C4 supporting #1
 - Constitutional amendment
- Annexation issues
- Project priorities from C4 to all member staff
 - Create support documents for C4 to study

Retreat Feedback

- More time for open forum on 1st day
- More agenda flexibility based on energy
- Cell phone access
- Cold room
- More time

2018-2019 C4 Agenda DRAFT Schedule:

Issues needing attention, identified at C4 Retreat, C4, or C4 Metro Subcommittee

- Retreat Recap
- Vehicle Registration Fee (VRF) Next Steps
- Moving forward with I-205 Legislative Strategy
- Continued discussion on 2020 Regional Transportation Bond, as needed
- UGMA Revisit/Annexation Issues
- Burnside Bridge/Seismic Bridge List Presentation
- Housing Bond Resolution by C4
- Visit from Roy Rogers (to discuss MSTIP revenue sharing concept)
- PGE/Marie Pope visit
- 3-party IGA discussion/update

Meeting Schedule Recommendation

August 2018

- Retreat Recap and Final Report
- C4 Metro Subcommittee Letters
- VRF Next Steps

September 2018

- VRF Next Steps (continued). May include:
 - Visit from Washington County Commissioner Roy Rogers
- Discussion re Transportation Visioning Plan – Potential Legislative Request

October 2018

- PGE Visit/Presentation with CEO Marie Pope

November 2018

- Legislative Strategy Discussion

December 2018

January 2019

February 2019

March 2019

- C4 Co-Chair Elections
- C4 New Members Meeting

Memorandum

To: Clackamas County Coordinating Committee (C4)

From: Dan Johnson, Director – Department of Transportation & Development

Date: August 02, 2018

RE: Discussion on Potential Vehicle Registration Fee

Overview:

Discussion at August 2 C4 meeting is intended to clarify what cities desire regarding shared revenue of a potential Vehicle Registration Fee (VRF).

At the June 29-30 C4 Retreat, attendees expressed general support for the county's adoption of a VRF to address local road funding needs. Retreat attendees were substantially in alignment with feedback Clackamas County received from the local business community, including a willingness to consider a VRF of \$25 to \$30 and a need to identify how jurisdictions would use new funds generated by a VRF.

While state law mandates that fees received by a VRF are split between the county (60%) and cities (40%), C4 members asked for further discussion on certain elements of the VRF including the possibility of using some of the VRF revenue for collaborate efforts and/or a shared strategic investment fund.

Clackamas County wants any effort resulting in increased assessed fees, such as VRF, to be clearly identified, well-reasoned, and widely supported. Support by individual cities and C4 as a whole is crucial if a VRF is to be successfully adopted by the Board of County Commissioners. Therefore, we want to clearly identify and clarify options and expectations between the county and cities.

Discussion Items:

- **How do the cities envision sharing revenue generated by a potential VRF?**
 - Traditional 60%-40% split?
 - Non-traditional approach that still honors the 60%-40% split, while also creating a joint fund for strategic investments and/or collaborative approaches?
- **If C4 agrees to pursue consideration of a non-traditional revenue sharing model, please provide clarity on the following issues:**
 - Define "strategic investments" and/or "collaborative approaches"
 - Describe core concepts that revenue sharing might be used to address, if implemented

2018 Local Vehicle Registration Fee (VRF)
Strategic Investment Fund Revenue Opportunity Projections

Jurisdiction	Revenue Share	Revenue Collection
City Share (%)	40%	\$3,725,680.00
County Share (%)	60%	\$5,588,520.00
Estimated Annual Revenue Collection *	100%	\$9,314,200.00

Revenue Source	Rate	Assumptions
Vehicle Registration Fee (VRF) <i>(Maximum is \$56 per year.)</i>	\$25	--> Annually (per registered vehicle.) --> 50% reduction for motorcycles.

Annual \$ Collection	\$9,314,200
-----------------------------	--------------------

Jurisdiction	Annual \$ Distribution	Population **	City Distribution Percentage
Clackamas County	\$5,588,520	183,383	N/A
Barlow	\$2,270	135	0.06%
Canby	\$276,067	16,420	7.41%
Damascus ***	\$178,637	10,625	4.79%
Estacada	\$53,045	3,155	1.42%
Gladstone	\$196,038	11,660	5.26%
Happy Valley	\$314,064	18,680	8.43%
Johnson City	\$9,499	565	0.25%
Lake Oswego ****	\$586,018	34,855	15.73%
Milwaukie	\$344,832	20,510	9.26%
Molalla	\$152,745	9,085	4.10%
Oregon City	\$575,673	34,240	15.45%
Portland ****	\$12,879	766	0.35%
Rivergrove ****	\$7,711	459	0.21%
Sandy	\$179,141	10,655	4.81%
Tualatin ****	\$48,951	2,911	1.31%
West Linn	\$430,662	25,615	11.56%
Wilsonville ****	\$357,448	21,260	9.59%
Totals:	\$9,314,200	404,980	100%

* Registered passenger vehicles and motorcycles updated to reflect ODOT December 31, 2017 registration numbers.

** Population estimates are based on Portland State University (PSU) Population for Oregon and its Counties and Incorporated Cities and Towns: July 1, 2017.

*** Though Damascus is disincorporated, state law distributes State Motor Vehicle Fund receipts previously assigned to the City to Clackamas County for 10-years after disincorporation.

**** A portion of this city is outside Clackamas County; population represents the population PSU estimates within Clackamas County jurisdiction.

2018 Local Vehicle Registration Fee (VRF) Strategic Investment Fund Revenue Opportunity Projections

Jurisdiction	Revenue Share	Revenue Collection
City Share (%)	40%	\$4,470,816.00
County Share (%)	60%	\$6,706,224.00
Estimated Annual Revenue Collection *	100%	\$11,177,040.00

Revenue Source	Rate	Assumptions
Vehicle Registration Fee (VRF) <i>(Maximum is \$56 per year.)</i>	\$30	--> Annually (per registered vehicle.) --> 50% reduction for motorcycles.

Annual \$ Collection	\$11,177,040
-----------------------------	---------------------

Jurisdiction	Annual \$ Distribution	Population **	City Distribution Percentage
Clackamas County	\$6,706,224	183,383	N/A
Barlow	\$2,724	135	0.06%
Canby	\$331,281	16,420	7.41%
Damascus ***	\$214,364	10,625	4.79%
Estacada	\$63,654	3,155	1.42%
Gladstone	\$235,246	11,660	5.26%
Happy Valley	\$376,877	18,680	8.43%
Johnson City	\$11,399	565	0.25%
Lake Oswego ****	\$703,222	34,855	15.73%
Milwaukie	\$413,798	20,510	9.26%
Molalla	\$183,294	9,085	4.10%
Oregon City	\$690,807	34,240	15.45%
Portland ****	\$15,455	766	0.35%
Rivergrove ****	\$9,253	459	0.21%
Sandy	\$214,969	10,655	4.81%
Tualatin ****	\$58,741	2,911	1.31%
West Linn	\$516,794	25,615	11.56%
Wilsonville ****	\$428,938	21,260	9.59%
Totals:	\$11,177,040	404,980	100%

* Registered passenger vehicles and motorcycles updated to reflect ODOT December 31, 2017 registration numbers.

** Population estimates are based on Portland State University (PSU) Population for Oregon and its Counties and Incorporated Cities and Towns: July 1, 2017.

*** Though Damascus is disincorporated, state law distributes State Motor Vehicle Fund receipts previously assigned to the City to Clackamas County for 10-years after disincorporation.

**** A portion of this city is outside Clackamas County; population represents the population PSU estimates within Clackamas County jurisdiction.



Quick Facts about Possible Funding Proposals for Road Maintenance and Safety Improvements

C4 Meeting: February 4, 2016

Dec. 15, 2015: The Board of County Commissioners approved consideration of a seven-year, \$25/vehicle/year countywide vehicle registration fee (VRF), and directed staff to arrange for public outreach and input opportunities beginning in January 2016.

This VRF would generate a total of approximately \$60 million in revenue over the seven years. In accordance with state law, the revenue would be split between the county and the cities in the county.

- 60% of the funds – approximately \$36 million -- would go to the county
- 40% of the funds -- approximately \$24 million – would be split (based on population) between cities in the county to spend on their own transportation needs (see revenue details on back of this page).

The County would spend its \$36 million as follows:

1. **\$32.3 million** on specific, identified paving and related safety improvements (guardrails, striping, etc.) on more than 115 miles of roadways in unincorporated areas of the county.
2. **\$3.7 million** on safety improvements, including curve warning and intersection notification signs on nearly 800 miles of rural roads.

Feb. 2, 2016: The Board directed staff to prepare for a possible ballot measure in May 2016 and draft possible ballot measure questions, both advisory and binding, for review at a policy session on February 9. The Commissioners also discussed alternatives to the \$25/vehicle/year seven-year VRF, including a combination of a 3-cent gas tax with a \$5/vehicle/year or a \$10/vehicle/year VRF, limited to five years.

Feb. 9, 2016: The Board will discuss wording options for possible ballot measures.

General Information

- The funding proposals under consideration won't come close to meeting the County's need of more than \$17 million per year to maintain the county's 1,400 miles of roads, but would make a positive difference on roads throughout the county, and demonstrate our commitment to maintaining the integrity and safety of our road system.
- Oregon law requires voter approval of a gas tax increase.
- Oregon law permits county commissions to implement a vehicle registration fee by ordinance without voter approval.
- Some vehicles are exempt from the VRF, including those registered with the state as antique or special interest vehicles, as farm vehicles, as snowmobiles or Class I all-terrain vehicles, fixed load vehicles, vehicles registered to disabled veterans, and travel trailers, campers and motor homes.
- Any measure for the May 17, 2016 ballot must be submitted by Friday, Feb. 26.

(over)

**Request by Clackamas County
Board of County Commissioners
for City Council Support of
Implementation of Proposed
Vehicle Registration Fee (VRF)
by Ordinance**



Proposed Clackamas County Vehicle Registration Fee (VRF)

County and Cities Identify Transportation Funding as Important Issue since 2010

- **Clackamas County**

\$17 million annual short-fall in road maintenance

- HB 2017 funds: \$3 million in 2018, gradually increasing to \$13 million in 2027
- VRF funds: \$5.5 million

- **Cities**

Cities needs vary by community; include paving maintenance, ADA ramps and new road capacity

Proposed Clackamas County Vehicle Registration Fee (VRF)

City of Wilsonville TSP

\$154.6 million in
Higher Priority
Project Costs

(less \$0.5 million for
transit improvements,
for \$154.1 million net)

Table 5-1. Higher Priority Project Costs^a

Project Type	2011 Cost Estimate
Roadway Extensions	\$55,255,000
Roadway Widening	\$20,000,000
Urban Upgrades	\$58,355,000
Spot Improvements	\$3,950,000
Standalone Bicycle and Pedestrian Improvements	\$16,520,000
Transit Improvements	\$500,000
Total Higher Priority Project Costs	\$154,580,000

^a See Tables 5-2, 5-3, 5-4, 5-5, and 5-6 for individual project costs.

Proposed Clackamas County Vehicle Registration Fee (VRF)

City of Wilsonville TSP

\$123.4 million in available funding

Table 5-7. Higher Priority Project Funding Sources and Contributions

Project Type	Capital Improvement Funding Estimates through 2035	
	Approximate Funding Available	Contributions to Higher Priority Projects
Street System Development Charges (SDCs)	\$72 million	\$68.6 million
West Side Plan – Urban Renewal District	\$27 million	\$26.6 million
Year 2000 Plan – Urban Renewal District	\$5 million	\$3.5 million
Park System Development Charges (SDCs)	\$0.7 million ^a	\$0.7 million
Local/Regional Partnerships	\$2.9 million ^a	\$2.9 million
Grants	\$3.2 million ^a	\$3.2 million
State and Federal Funding	\$12.6 million ^a	\$12.6 million
Total	\$123.4 million^a	\$118.1 million

^a The approximate funding levels estimated for various sources were considered to be equal to the contributions due to the prior experience of how the City has been able to fund transportation projects. If the City is unable to obtain local/regional partnerships, grants, and/or state and federal funding, then the associated projects that assume these funding sources may have to be put on hold until other funding becomes available.

Proposed Clackamas County Vehicle Registration Fee (VRF)

City of Wilsonville TSP

\$154.1 million in Higher Priority Project Costs
(less \$0.5 million for transit improvements)

– \$123.4 million in available funding

(\$ 31.2) million total funding gap until 2035

(\$ 1.4) million average amount per year

Proposed Clackamas County Vehicle Registration Fee (VRF)

\$30 Annual VRF to generate \$11.2 million annually

- **40%** (\$4.5 million) to cities
- **50%** (\$5.6 million) to County
- **10%** (\$1.1 million) for Strategic Investment Fund for 'urban/rural interface roads'
Example: 65th Ave/Elligsen Rd/Stafford Rd intersection improvement

Proposed Clackamas County Vehicle Registration Fee (VRF)

\$30 Annual VRF to generate \$11.2 million annually

City	Population (July 1, 2017)	Annual Revenue*	City	Population (July 1, 2017)	Annual Revenue*
Lake Oswego**	34,855	\$703,222	Damascus***	10,625	\$214,364
Oregon City	34,240	\$690,807	Molalla	9,085	\$183,294
West Linn	25,615	\$516,794	Estacada	3,155	\$63,654
Wilsonville**	21,260	\$428,938	Tualatin**	2,911	\$58,741
Milwaukie	20,510	\$413,798	Portland**	766	\$15,455
Happy Valley	18,680	\$376,877	Johnson City	565	\$11,399
Canby	16,420	\$331,281	Rivergrove**	459	\$9,253
Gladstone	11,660	\$235,246	Barlow	135	\$2,724
Sandy	10,655	\$214,969	County		\$5,588,520

Strategic Investment Fund (SIF): \$1,117,704

*Based on population, per state law

**Part of this city is outside Clackamas County

***Per state law, funds that would have gone to the former city go to the county for 10 years

Illustrative List of City TSP Project for Funding with Potential Clackamas County VRF Revenue

Road/Bike/Pedestrian Safety Improvements & Capacity Projects

- ADA ramp upgrades per Transition Plan schedule
- Pedestrian Street Crossing Upgrades
- I-5 Bike/Pedestrian Bridge
- French Prairie 'Bike-Ped-Emergency' Bridge
- Sidewalk Infill on Boberg Rd, Town Center Loop
- Ice Age Tonquin Trail, Boeckman Creek Trail

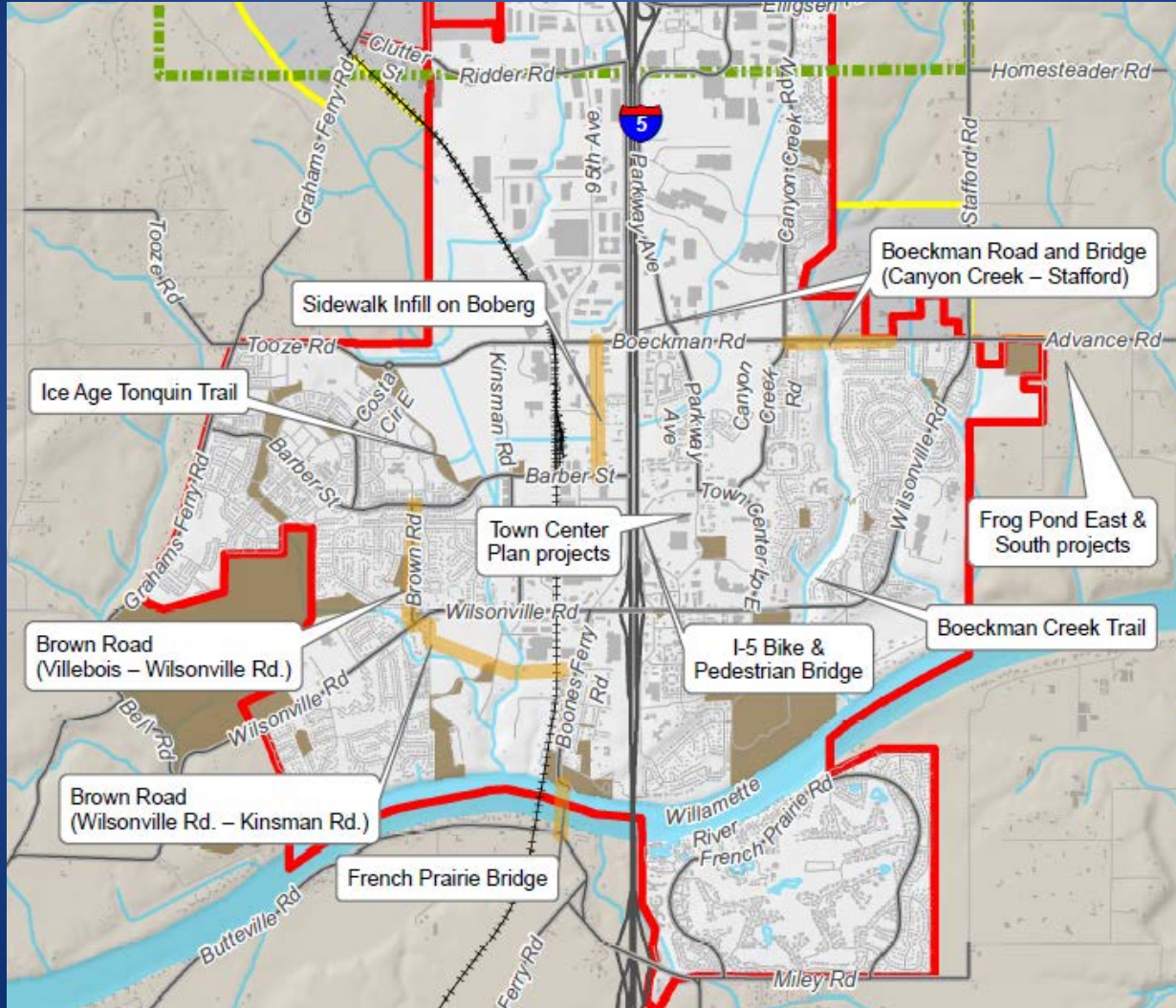
Roadway Capacity Improvement Projects

- Brown Road: Villebois – Wilsonville Rd
- Brown Road: Wilsonville Rd – Kinsman Rd
- Boeckman Road and Bridge: Canyon Creek Rd – Stafford Rd
- Boeckman Bridge I-5 Over-Crossing

New Capital Projects

- Town Center Plan projects
- Frog Pond East and South projects
- Congestion Mitigation Projects, similar to the I-5 Exit 283 projects

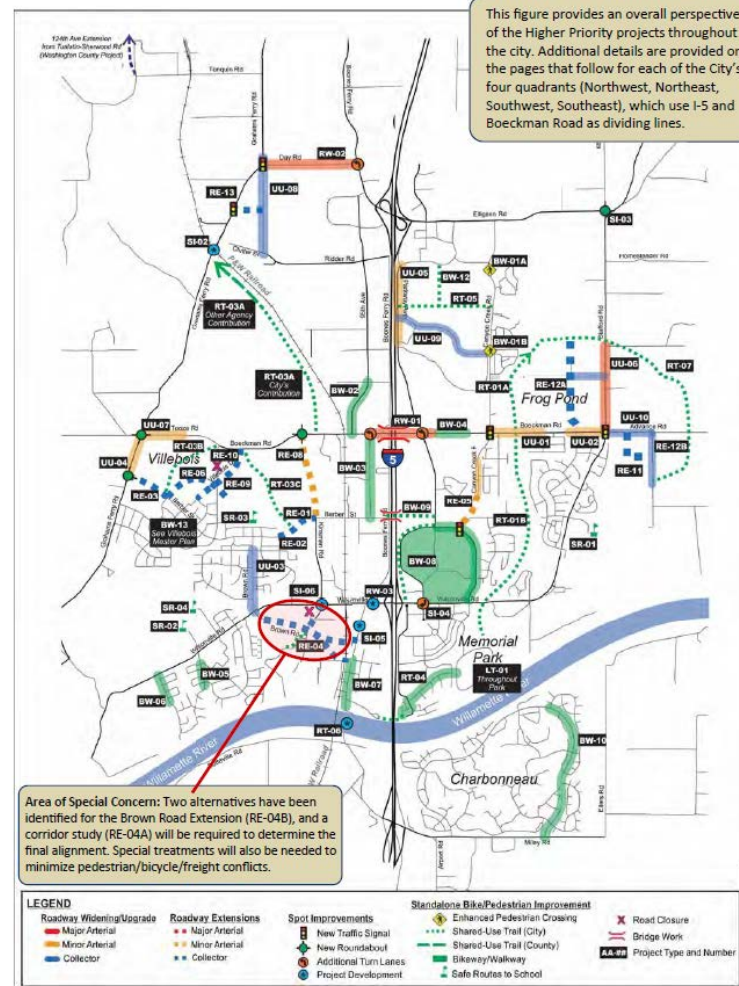
Illustrative List of City TSP Project for Funding with Potential Clackamas County VRF Revenue



Proposed Clackamas County Vehicle Registration Fee (VRF)

Wilsonville TSP
 \$154.1 million
 in Higher
 Priority
 Project Costs

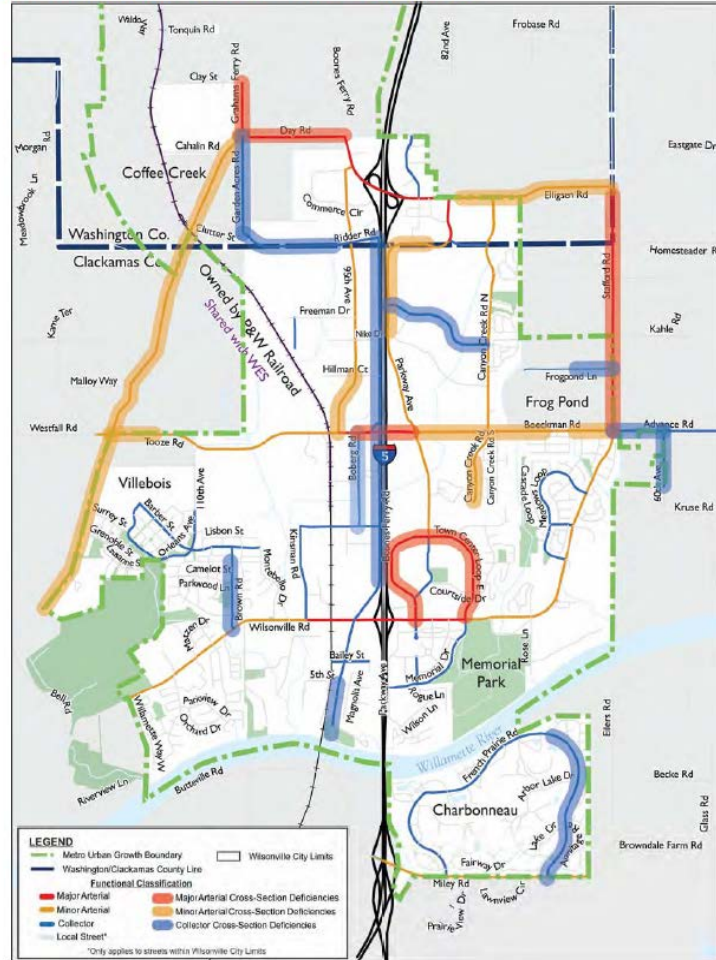
FIGURE 5-2. HIGHER PRIORITY PROJECTS



Proposed Clackamas County Vehicle Registration Fee (VRF)

Wilsonville TSP
\$154.1 million
in Higher
Priority
Project Costs

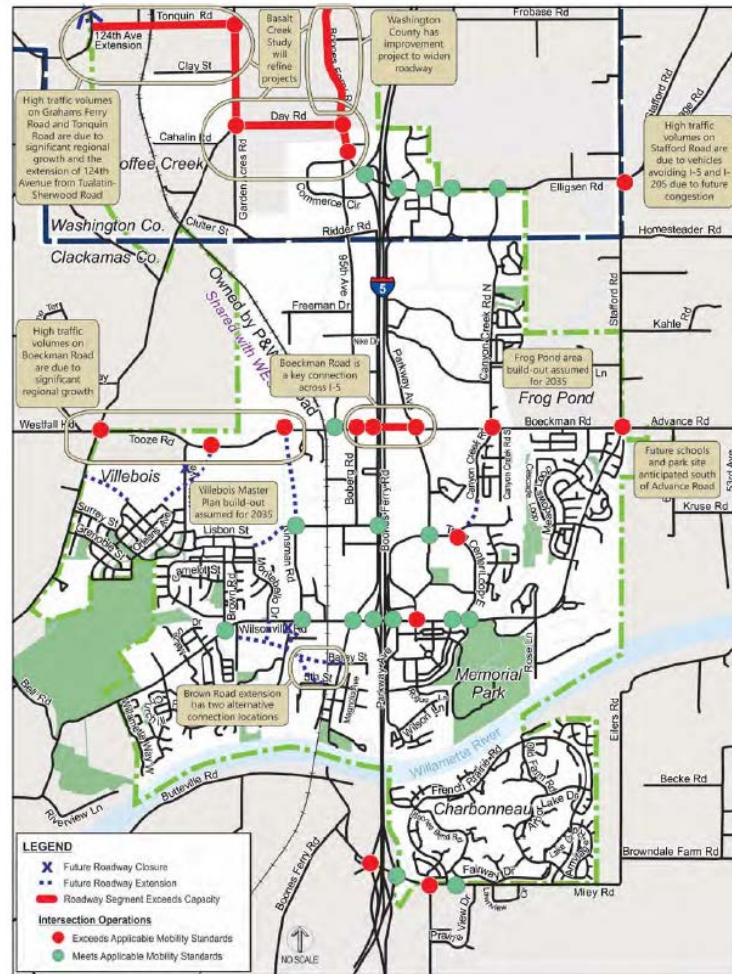
FIGURE 4-1. ROADWAY CROSS-SECTION DEFICIENCIES



Proposed Clackamas County Vehicle Registration Fee (VRF)

Wilsonville TSP
\$154.1 million
in Higher
Priority
Project Costs

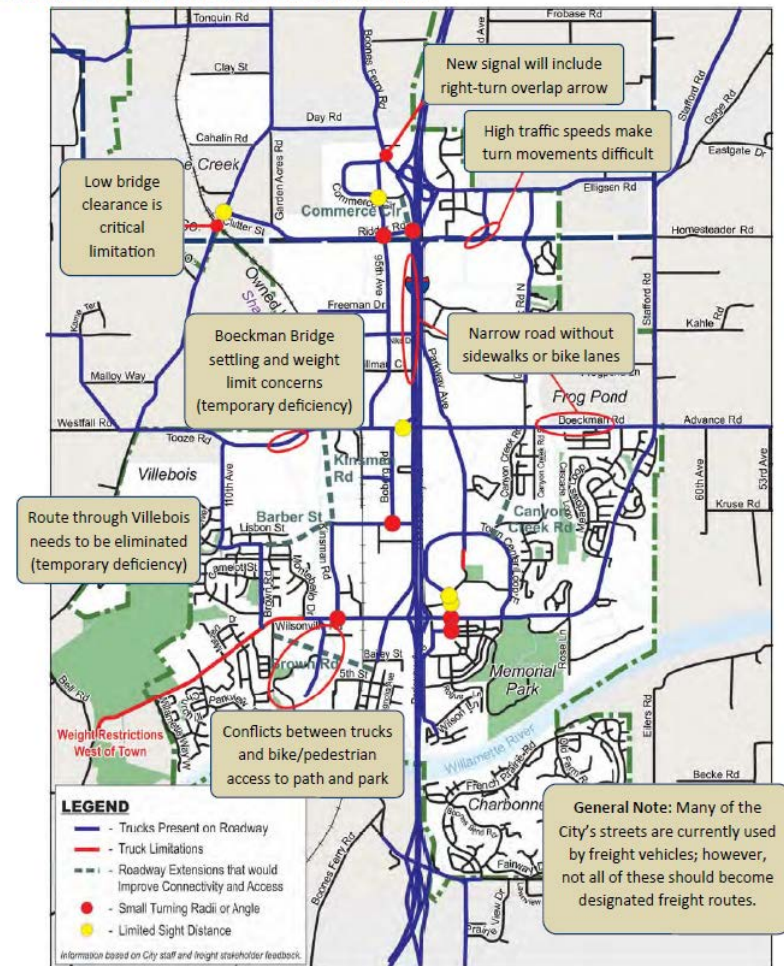
FIGURE 4-2. FUTURE 2035 CAPACITY DEFICIENCIES



Proposed Clackamas County Vehicle Registration Fee (VRF)

Wilsonville TSP
\$154.1 million
in Higher
Priority
Project Costs

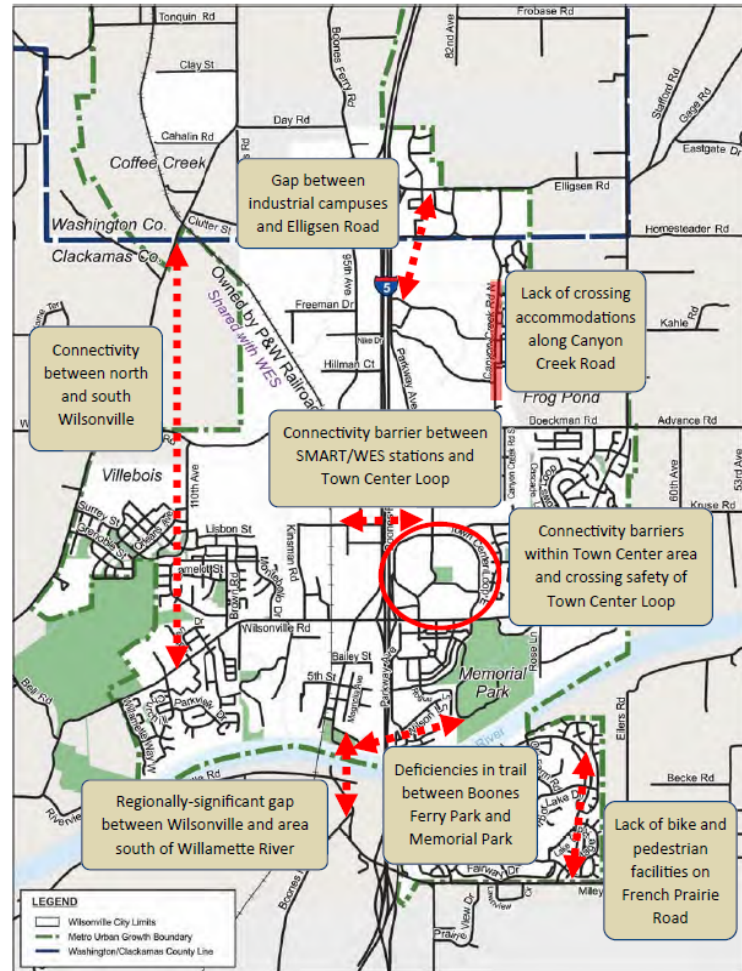
FIGURE 4-3. FREIGHT-RELATED DEFICIENCIES



Proposed Clackamas County Vehicle Registration Fee (VRF)

Wilsonville TSP
\$154.1 million
in Higher
Priority
Project Costs

FIGURE 4-4. MAJOR BICYCLE AND PEDESTRIAN NEEDS



Proposed Clackamas County Vehicle Registration Fee (VRF)

Road Funding by County – Portland Metro Region

For years, residents in neighboring counties have voted in additional local funding to support road maintenance in their communities. These local sources supplement state and federal funds. (The year each fee was established is shown for each fee.)

<p>WASHINGTON COUNTY</p> <p>Road Miles 1,300</p> <p>\$48.9 M</p> <p><small>\$48.9 M Annual Collections</small></p>	<p>Local Gas Tax</p> <p>1977 <small>\$2.1 M / Yr.</small></p>	<p>Road District</p> <p>1987 <small>\$3.7 M / Yr.</small></p>	<p>Local Property Tax</p> <p>1986 <small>\$35 M / Yr.</small></p>	<p>Vehicle Registration Fee</p> <p>2018 <small>\$8.1 M / Yr.</small></p>
<p>MULTNOMAH COUNTY</p> <p>Road Miles 230</p> <p>\$17.9 M</p> <p><small>\$17.9+ M Annual Collections</small></p>	<p>Local Gas Tax</p> <p>1976 <small>\$7 M / Yr.</small></p>	<p>Vehicle Registration Fee</p> <p>2009 <small>\$10.9+ M / Yr.</small></p>		
<p>CLACKAMAS COUNTY</p> <p>Road Miles 1,400+</p> <p>\$0 M</p>	<p>No Local Funding</p>			

Proposed Clackamas County Vehicle Registration Fee (VRF)

**Four cities have endorsed
implementing a VRF by ordinance:**

Lake Oswego, Milwaukie, Oregon
City and West Linn.

**Two cities have indicated support for
voter referral of a VRF:**

Canby and Estacada

Happy Valley has indicated that “a VRF
have strong community backing prior
to enacting it by the BCC.”

Proposed Clackamas County Vehicle Registration Fee (VRF)

Equity

Wilsonville residents and businesses
located in Washington County
portion of city pay already \$30 VRF

**Request by Clackamas County
Board of County Commissioners
for City Council Support of
Implementation of Proposed
Vehicle Registration Fee (VRF)
by Ordinance**





CITY COUNCIL MEETING STAFF REPORT

Meeting Date: February 18, 2021	Subject: Resolution No. 2860 Intelligent Transportation System Contract Award Staff Member: Dwight Brashear, Transit Director and Eric Loomis, Operations Manager Department: Transit	
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 type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

SMART was successful in the Statewide Transportation Improvement Fund (STIF) Discretionary grant application to replace and upgrade technology onboard transit vehicles. Staff completed reviewing proposals through the Request for Proposal process. The Selection Review Committee scored all interviewed proposers and has chosen Proposer GMV Syncromatics for the project.

Resolution No. 2860 Staff Report

Page 1 of 3

EXECUTIVE SUMMARY:

The Intelligent Transportation System (ITS) project updates on-board hardware in buses and adds additional technology such as customer Wi-Fi and automatic passenger counters. The technology will give customers a better user experience when riding transit and assist staff with numerous reporting tools. The software will provide operators with improved navigation and communication tools.

EXPECTED RESULTS:

The adoption of the ITS resolution will enhance the passenger's experience by providing amenities such as Wi-Fi on buses, live bus tracking, and trip scheduling. Automatic Passenger Counters on buses will help with numerous reports, including to the National Transit Database, which is required to receive federal funding. Upgraded dispatching software will increase efficiencies by grouping rides and auto-scheduling trips to create system efficiencies while maintaining a high-quality user experience.

TIMELINE:

February 18, 2021	City Council Adopt Resolution No. 2860
February 19, 2021	Notice to Proceed/3 yr. Contract Award
March 2020	Begin Project Implementation
March 2021 – May 2021	System installation, testing and acceptance
July 2021	Transition to account Management
February 2023	Option for 1- and/or 2-year contract extension

CURRENT YEAR BUDGET IMPACTS:

SMART staff budgeted money to match the Statewide Transportation Improvement Fund Discretionary grant with anticipation that the project may be scalable. The original planning was for a total project cost of \$530,000 with the local match being \$106,000. A majority of the proposals came in somewhat higher than the planned project total, however still within a scalable margin of SMART's budget. The overage of \$13,750 will be incorporated into the local match, making it a total of \$119,750. Annual costs have been accounted for and will increase to \$50,320 from \$25,224 as Wi-Fi and other cellular data is added to the package.

Grant Amount	Local Match	Total
\$424,000	\$119,750	\$543,750

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 2/10/2021

LEGAL REVIEW / COMMENT:

Reviewed by: JRA Date: 2/12/2021

Ex. A p.15. Spoke with E. Loomis. Project schedule will be updated upon approval and before signature.

COMMUNITY INVOLVEMENT PROCESS:

The 2017 Transit Master Plan (TMP) provided significant community feedback with a strong desire for SMART to invest in technology to provide convenient and efficient transportation for customers. The TMP also recommends electronic e-readers at high visibility locations, which integrate with this project's general transit feed specification real-time schedules based on the buses location. The Programs Enhancement Strategy (PES), Appendix G to the TMP, was added in 2018, which included additional public involvement. The PES speaks specifically to technology investments and is what led SMART staff to apply for the STIF Discretionary grant to make this project possible.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

The Intelligent Transportation System (ITS) project brings updated and expanded technology to SMART and its customers. While current onboard technology is becoming obsolete, upgrading will ensure reporting and communication with customers continues to be reliable. The STIF discretionary grant makes the financial impact low while benefit to the community is vast.

ALTERNATIVES:

The alternative to approving the ITS project is to revert to operators manually counting passengers trips and removing real-time bus arrival and communication to customers. SMART would be unable to use the STIF discretionary funding and be required to forfeit the award.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 2860
 - A. Goods and Services Contract No. 210070
2. Redline Version of Goods and Services Contract No. 210070

RESOLUTION NO. 2860

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING SOUTH METRO AREA REGIONAL TRANSIT (SMART) TO PURCHASE AN INTELLIGENT TRANSPORTATION SYSTEM.

WHEREAS, South Metro Area Regional Transit (SMART) has a need to update aging technology software and onboard hardware; and

WHEREAS, Section 122 of House Bill 2017 Transportation Funding Package established a new dedicated source of funding for improving or expanding public transportation service in Oregon called the Statewide Transportation Improvement Fund (STIF); and

WHEREAS, The STIF established a Discretionary Fund, which Oregon Department of Transportation awards to public transportation service providers based on a competitive grant process; and

WHEREAS, SMART has been successful in the competitive grant application and was awarded an STIF Discretionary grant of \$424,000 through the Oregon Transportation Commission, specifically for the purchase of an intelligent transportation system; and

WHEREAS, staff performed extensive research, review, and peer analysis prior to selecting Syncromatics Corp. for this project.

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

Section 1. Based on the above recitals incorporated herein, the City Council does hereby approve and authorize SMART to enter into Goods and Services Contract No. 210070 with Syncromatics Corp. presented in Exhibit A.

Section 2. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 18th day of February 2021, and filed with the Wilsonville City Recorder this date.

Julie Fitzgerald, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBIT:

A. Goods and Services Contract No. 210070

**CITY OF WILSONVILLE
GOODS AND PROFESSIONAL SERVICES CONTRACT**

This Goods and Professional Services Contract (“Contract”) for the South Metro Area Regional Transit (SMART) Intelligent Transportation System Project (“Project”) is made and entered into on this ____ day of _____ 2021 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Syncromatics Corp.**, a California corporation (hereinafter referred to as “Contractor”).

RECITALS

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

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

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

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

AGREEMENT

Section 1. Contract Documents

This Contract includes and incorporates by reference all of the foregoing recitals and all of the following additional documents: Request for Proposal, dated July 24, 2020, and Contractor’s Proposal in response thereto (together with the Contract collectively referred to herein as “Contract Documents”). Contractor must be familiar with all of the foregoing and comply with them. 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 reasonably determined by the City, will apply. City acknowledges that Contractor’s proposal contained requested exceptions, and that Contractor provided the exceptions in compliance with the directions contained in the City’s Request for Proposal dated July 24, 2020. This Contract reflects the parties’ negotiated contractual exceptions attached hereto as Exhibit A, page 16.

Section 2. Scope of Work

Contractor will perform the implementation services, as more particularly described in the Scope of Work for the Project, attached hereto as **Exhibits A-E** and incorporated by reference herein (the “Work”). City accepts Contractor’s requirements exceptions attached hereto as Exhibit A, pages 17-19.

Section 3. Term

3.1. The term of this Contract shall be from the Effective Date for a period of three (3) years, unless earlier terminated in accordance herewith. The City may also extend the Contract as provided in **Subsection 2.2** below. Contractor shall diligently perform the Work according to the requirements identified in the Scope of Work.

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

Section 4. Contract Sum/Project Scope

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Contractor a not-to-exceed amount of SIX HUNDRED NINETY-FOUR THOUSAND SEVEN HUNDRED TEN DOLLARS (\$694,710) 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. The Contract Sum is allocated as follows:

Initial Capital Budget	543,750
Year 1 Service Fees	<u>50,320</u>
Total in Milestone Schedule	594,070
Year 2 Service Fees	50,320
Year 3 Service Fees	<u>50,320</u>
Total Contract Sum	694,710

4.2. Contractor’s Contract Sum is all inclusive and includes, but is not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, technology and/or software charges, licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including but not limited to, the recently enacted Oregon Corporate Activity Tax (CAT). A Table showing the details of the line items included in the Scope of Work’s Capital Budget and each year’s Annual Service Fees is included in Exhibit B.

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

4.4. City acknowledges that for the best practices and operation of the system as installed by Contactor, that there are certain standards to be embraced and adopted by City for working with Contractor as the system is installed and made operational. These standards are further elaborated in Exhibit E attached hereto.

Section 5. Project Managers

The City's Project Manager is Eric Loomis. Contractor's Account Manager is Jeff Hunter.

Section 6. Subcontractors and Assignments

Unless expressly authorized in writing by the City, pursuant to **Subsection 8.1**, 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.

Section 7. Contractor Is Independent Contractor

Except as otherwise mandated by state law, the performance of Work under this Contract is at Contractor's sole risk. All damages or loss to Work, equipment, or materials incurred during the performance of the Work shall be at Contractor's sole risk. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the Contract Sum provided for under **Section 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.

Section 8. Contractor's Responsibilities

8.1. 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.

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

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

8.4. 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.

8.5. Contractor shall make payment promptly, as due, to all parties supplying to such Contractor labor or material for the prosecution of the Work provided for in the Contract.

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

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

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

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

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

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

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

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

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

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

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

8.14. Contractor shall submit to City both a Notice of Completion and System Acceptance checklist form (included as Exhibit D) to provide notification to the City that Contractor has substantially completed the project and the full Scope of Work, pending City's acceptance thereof ("Final Acceptance").

Section 9. Indemnity

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

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

Section 10. Insurance

10.1. Insurance Requirements. Contractor must maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or work hereunder. 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:

10.1.1. 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.

10.1.2. 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**.

10.1.3. 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.

10.1.4. 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.

10.1.5. 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, 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.

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

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

Section 11. Warranty

11.1. In addition to, and not in lieu of, any other warranties provided by various manufacturers and suppliers, Contractor fully warrants all Work and materials for a period of one (1) year 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 or materials occurring within one (1) year 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 his/her duties and obligations under this Contract, is also covered by the warranty when such defects or damage occur within the warranty period. The one (1) year warranty period shall, with relation to such required repair, be extended one (1) year from the date of completion of such repair.

11.2. Contractor warrants to the City that any materials and equipment furnished under this Contract will be new and of good quality, unless otherwise required or permitted by this Contract, that the Services will be free from defects, and that the Services will conform to the requirements of this Contract. Services not conforming to these requirements, including substitutions not properly approved and authorized in writing by the City, may be considered defective.

Section 12. Early Termination; Default

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

12.1.1. By mutual written consent of the parties;

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

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

12.2. If the City terminates this Contract in whole or in part, due to default or failure of Contractor to perform Work in accordance with the Contract, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Contractor shall be liable for all costs and damages incurred by the City as a result of the default by Contractor, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Contract. This Contract shall be in full force to the extent not terminated by written notice from the City to Contractor. In the event of a default, the City will provide Contractor with written notice of the default and a period of three (3) days to cure the default. If Contractor notifies the City that it cannot, in good faith, do so within the three (3) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Contract and seek remedies for the default, as provided above.

12.3. 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.

12.4. Termination under any provision of this **Section 12** shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. Contractor shall surrender to the City items of work or portions thereof, for which Contractor has received payment or the City has made payment.

Section 13. Liquidated Damages

13.1. 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 all Work is not fully functional on a consistent basis or if the system fails to be fully functional for more than five (5) consecutive business days. 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 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 amount of Five Hundred Dollars (\$500) per day for each and every day, after the first five (5) business days, that the system

is not fully functional. The five-business-day cure period commences upon the City’s written notice to Contractor of the functional or system failure. For purposes of this Section, “fully functional” shall be defined as: (a) the Syncromatics back end system (“Track”) is accessible by authorized users; (b) at least 90% of the vehicles being operated in service are communicating with the Syncromatics back end system and being displayed with updated information for Track users; and (c) at least 90% of the vehicles operating in service are making the required voice announcements, counting passengers while on route, and able to communicate with dispatchers with Request to Talk tools.

13.2. The parties further agree that this amount of liquidated damages is a reasonable forecast of just compensation for the harm caused by any breach and that this harm is one which is impossible or very difficult to estimate.

13.3. 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, COVID-19 related travel or work restrictions, or actions of unrelated third parties not under Contractor’s direction and control, or delays on the part of the City, 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 14. Contract Modification; Change Orders

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

Section 15. 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: Eric Loomis, Transit Operations Manager
29799 SW Town Center Loop East
Wilsonville, OR 97070
Loomis@ridesmart.com

To Contractor: Syncromatics Corp.
Attn: Jeff Hunter
523 W 6th Street, Suite 444
Los Angeles, CA 90014

Section 16. Miscellaneous Provisions

16.1. Integration. This Contract, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these documents, the provisions of this Contract shall control, and the terms more favorable to the City, within the City's reasonable discretion, will apply.

16.2. 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.

16.3. 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.

16.4. 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.

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

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

16.7. 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.

16.8. 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.

16.9. 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.

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

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

16.12. 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.

16.13. 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.

16.14. 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.

16.15. 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.”

16.16. Support and Response Policy Remedies. In the event that Contractor fails to meet its obligations set forth in its Customer Support policy and its Response Policy more fully described in Exhibit A page 10, City, on a per monthly basis and in its sole discretion, may reduce the service fees due Contractor by the following percentages:

16.16.1 If Contractor fails to meet its response policy obligations for support level 4 three or more times in a month, it will result in a ten (10) percent reduction of that month’s service fee due Contractor.

16.20. 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.

16.21. 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:

CITY:

SYNCROMATICS CORP.

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

Ryan Adams, Assistant City Attorney
City of Wilsonville, Oregon

k:\dir\smart\intelligent transportation system\doc\gsk smart its_syncromatics (18feb2021).docx

Scope of Work

GMV Syncromatics OpenMDT

The GMV Syncromatics OpenMDT Plus is the cornerstone of our ITS system inside the bus. It handles all of the data processing, data storage, transmission, and user interface. All these features are packaged in a single modular and swappable package with no separate vehicle logic unit required. It serves as the hub for all on board system integration, as well as driver interface for both Fixed Route and Demand Response service modes.

OpenMDT Plus + Dock

Future-proof, transit-grade, expansion-ready



- ✓ Allows for walk around vehicle inspections
- ✓ Hot swappable for rapid replacement
- ✓ Lockable dock to prevent theft
- ✓ All-in-one: J1708, J1939, Wi-Fi, Ethernet, RS232, RS485 via in-vehicle dock
- ✓ Plug and play annunciators, passenger counters
- ✓ Turnkey automation of farebox and headsign
- ✓ Built on Android, the world's most popular OS for mobile devices

MDT+VLU

More failure points, additional expense



- ✗ Additional components and wiring to buy
- ✗ Modern mobile devices have sufficient computing power – a dedicated embedded PC is overkill
- ✗ MDT cannot be removed from vehicle
- ✗ “dumb” driver terminal is dependent on VLU for processing
- ✗ Built on outdated operating systems

OpenMDT Technical Details

Professional Engineering

- **Logon.** Simple wizard based logon process
- **Integration.** APC, AVAS, Headsigns
- **Messaging.** 2-way text messaging with dispatch including canned messages
- **Silent Alarm.** Covert notification to dispatch
- **Brain.** Integrated core application that stores, transmits, processes and produces data in real time
- **Reliable.** Aggressive recovery and reliability measures surrounding connectivity and stability
- **Industrial.** Cabling and connectors built to withstand transit realities

Technical Diversity

- **Cellular.** Using roof mount, dash mount, or internal antennae or ethernet
- **Memory.** 4GB, expandable to 8GB
- **Network.** Can connect to Wi-Fi networks onboard
- **GPS.** 20 channel, DGPS+WAAAS, SiRF Star III
- **OS.** Android
- **Modern Protocols.** WiFi, RS232, RS485, USB, digital IO
- Transit Ready. J1708, J1939
- **Extensible.** Can be natively extended via a variety of onboard peripherals.

Dispatch List and Map

The dispatch list view will enable the dispatcher to sort by various attributes, including: late/early arrival severity. This view will also group any vehicles that are off-route or not signed in correctly, so that you can always keep an eye out for “problem buses” at the top of the list. Once you’ve selected a particular row (vehicle), an expanded drop-down card will display the individual features for that particular vehicle.

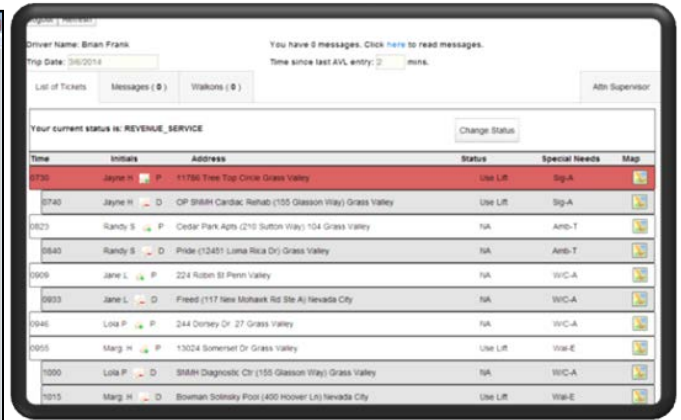
The oval buttons across the top display persistent alerts, which are always visible to the dispatcher. These alerts show vehicles that are currently in a particular error state and selecting each of those alerts will automatically filter the list to show vehicles in that current state, and individual details about each vehicle.

The image displays two screenshots of the gtm SYNC dispatch interface. The left screenshot shows the 'Vehicles' list view, which includes columns for Vehicle, Run, Trip, Driver, Route, Load, and Status. It lists several vehicles, such as MB-403, RM32, MB-401, MB-409, and 2701, along with their respective drivers and routes. The right screenshot shows the 'Assignments' map view, which displays a map of Bloomington, Indiana, with a red route line. A detailed view of a specific vehicle (301) is shown, including its route, upcoming stops, and status.

Easy Rides Demand Response

GMV Syncromatics complements its fixed route technology with Easy Rides, a purpose-built Paratransit scheduling and dispatch software, to offer an integrated technology solution. The GMV Syncromatics Easy Rides software solution it includes a number of novel and very useful features, described below.

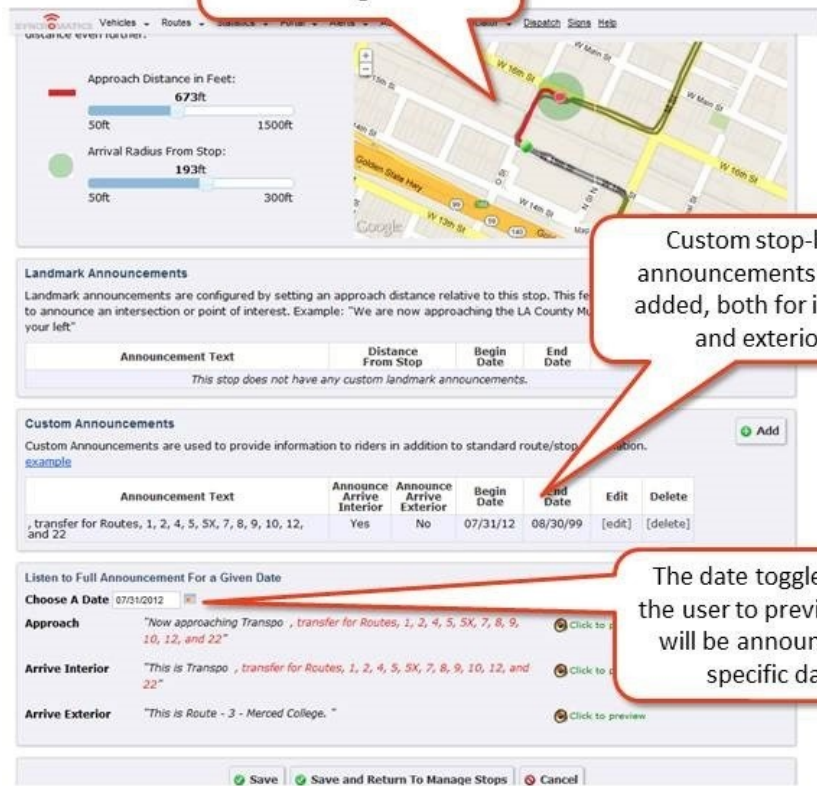
SMART has experience with Easy Rides, and we're excited to offer the opportunity to bring an enhanced and integrated version of it back. The Electronic Manifest will now run on the same MDT as the Fixed Route solution, and the central systems will be fully hosted by GMV Syncromatics



Automated Voice Annunciator

GMV Syncromatics offers an ADA-compliant annunciator system that will automate the process of announcing arrival at each stop when a transit vehicle is in service. The AVA system is fully integrated with the on-board MDT and also with each bus's existing PA and/or speaker system. Where there are not currently interior/exterior speaker systems, GMV Syncromatics proposes to install them. This system will provide a functioning PA on all buses. It is programmed remotely, and offers full text-to-speech functionality for all announcements. Additional information on the AVA can be found in the supplement.

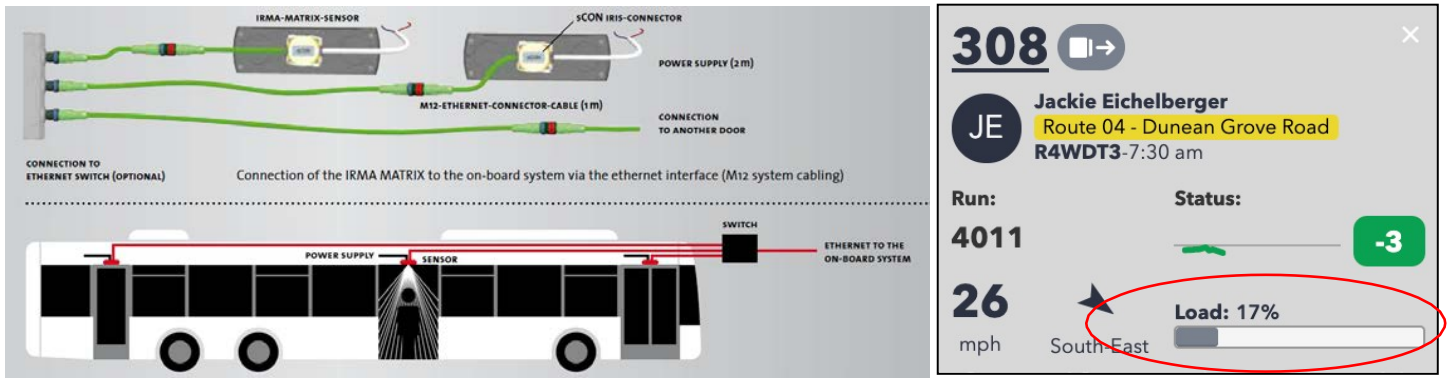
Each Stop can be individually tailored for announcing distances



Custom stop-level announcements can be added, both for interior and exterior.

The date toggle allows the user to preview what will be announced on specific days

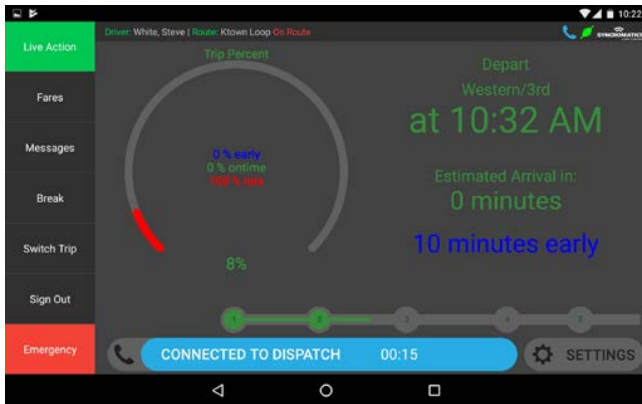
Automatic Passenger Counting System



GMV Syncromatics proposes to install the Iris IRMA Matrix APC system. We have worked extensively with most of the APC hardware manufacturers in the industry as a result of interacting with existing APC systems on clients' vehicles, and in our experience, the Iris system amongst the most reliable and accurate. Overall accuracy is dependent on a number of factors including driver interaction with the OpenMDT Plus and adherence to operating procedures such as logging in/logging out so that APC data is accurately associated with trips and stops.

This solution is composed of a networked smart sensor on each door that is wired in to the vehicle's Ethernet network via on-board router.

VOIP Radio System



Syncromatics VoiceCONNECT system provides the key functions of a two-way mobile radio system by leveraging modern Voice Over Internet Protocol (VOIP) technology. Instead of building out expensive fixed radio infrastructure and deploying special radio equipment to each vehicle, Syncromatics VoiceCONNECT provides a comprehensive voice communication solution for operators and dispatch that runs on the OpenMDT Plus, web based dispatch software, and Android mobile devices. VoiceCONNECT matches the functions of legacy radio systems, and it blazes new trails into advanced features.

Public WiFi

GMV Syncromatics offers a turnkey solution to provide Wi-Fi service to passengers and also create a secure bus network to consolidate communications and support other vehicle technology such as security cameras, voice over IP (VOIP) radios, and mobile ticketing with a single cellular connection to eliminate redundant fees. The vehicle network gateway uses one or more 4G LTE broadband data modems to connect the bus to the internet. It then splits this connection into two components: (a) unsecured public network for Wi-Fi service and (b) secure bus network for cameras, MDT connectivity, mobile ticketing, and other components. Sharing a connection saves money, while maintaining separate channels improves security and reliability.

Real-Time Passenger Information

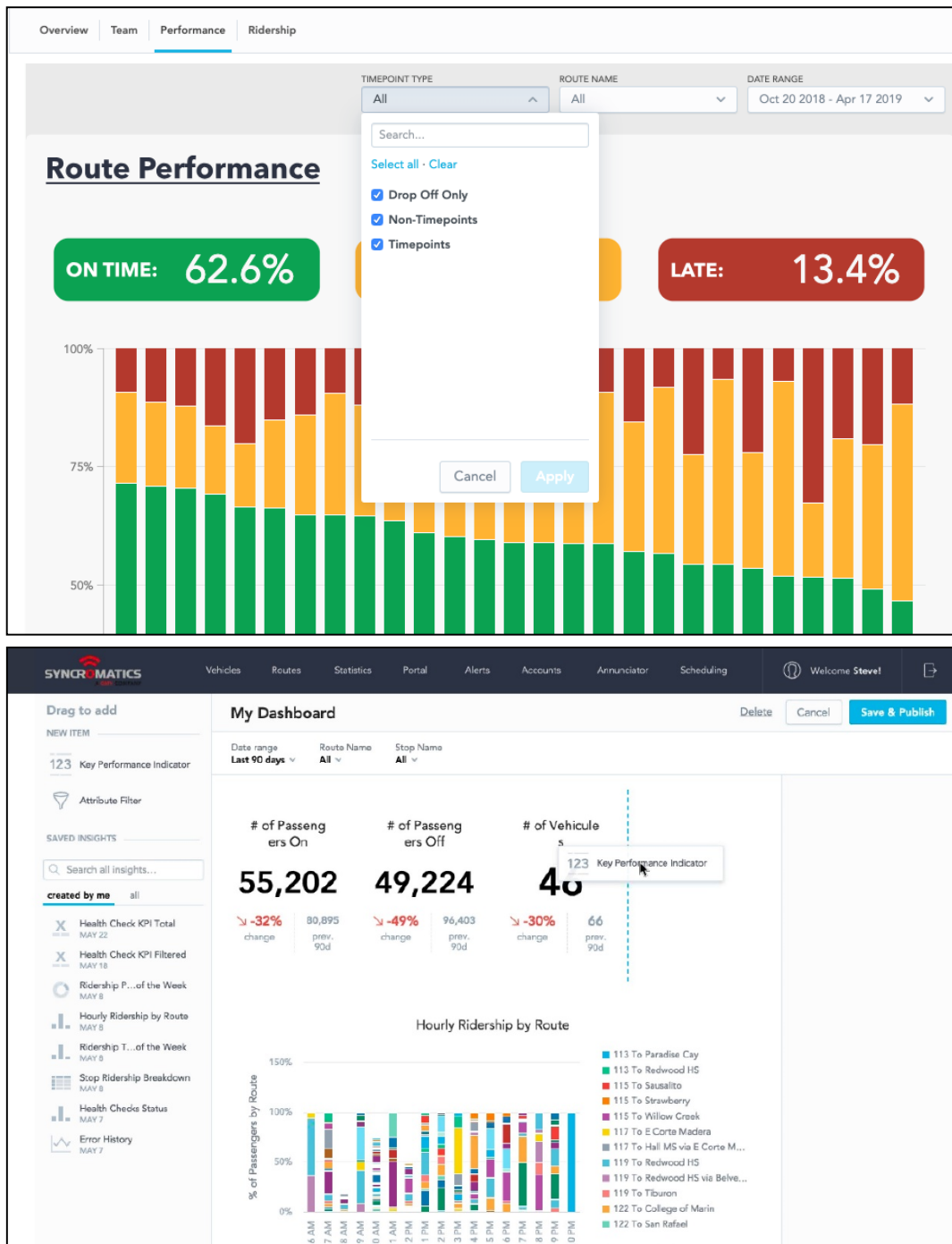


Method	Features / Sample
Smartphone App	Fully featured native app, customized for your brand (iOS, Android) Search “METROTrack” in the app store to view the app for Rock Region Metro.
Mobile Website	Mobile geo-location of stops iPhone / Android / Blackberry / Windows Phone www.thebuslive.com – see it now on a mobile device (Merced County Transit)
Desktop Website	Fully featured, optimized for larger screen. See the same URL above on a desktop device. Can also be embedded within agency website, see: http://rrmetro.org/rider/plan-your-trip/transit-trackers/find-my-bus/
SMS - Text Messaging	Arrival predictions by stop #: e.g. Text “ladot 6143” to 41411 Subscription based rider alerts customized by route/stop/day of week/time
IVR - Telephone	Call (213) 785-3858, press 0, enter stop # 6143
3rd Party Applications (Google Maps, Transit App, Proprietary Apps, etc...)	GMV Syncromatics natively produces GTFS-RT that can be uploaded directly to third parties to ensure that the client’s routes and real time arrivals are visible on Google Maps, Apple Maps and the Transit App
Digital Signage	Integration with existing signs via GTFS-RT

Insights Plus – Custom Reporting and Analytics

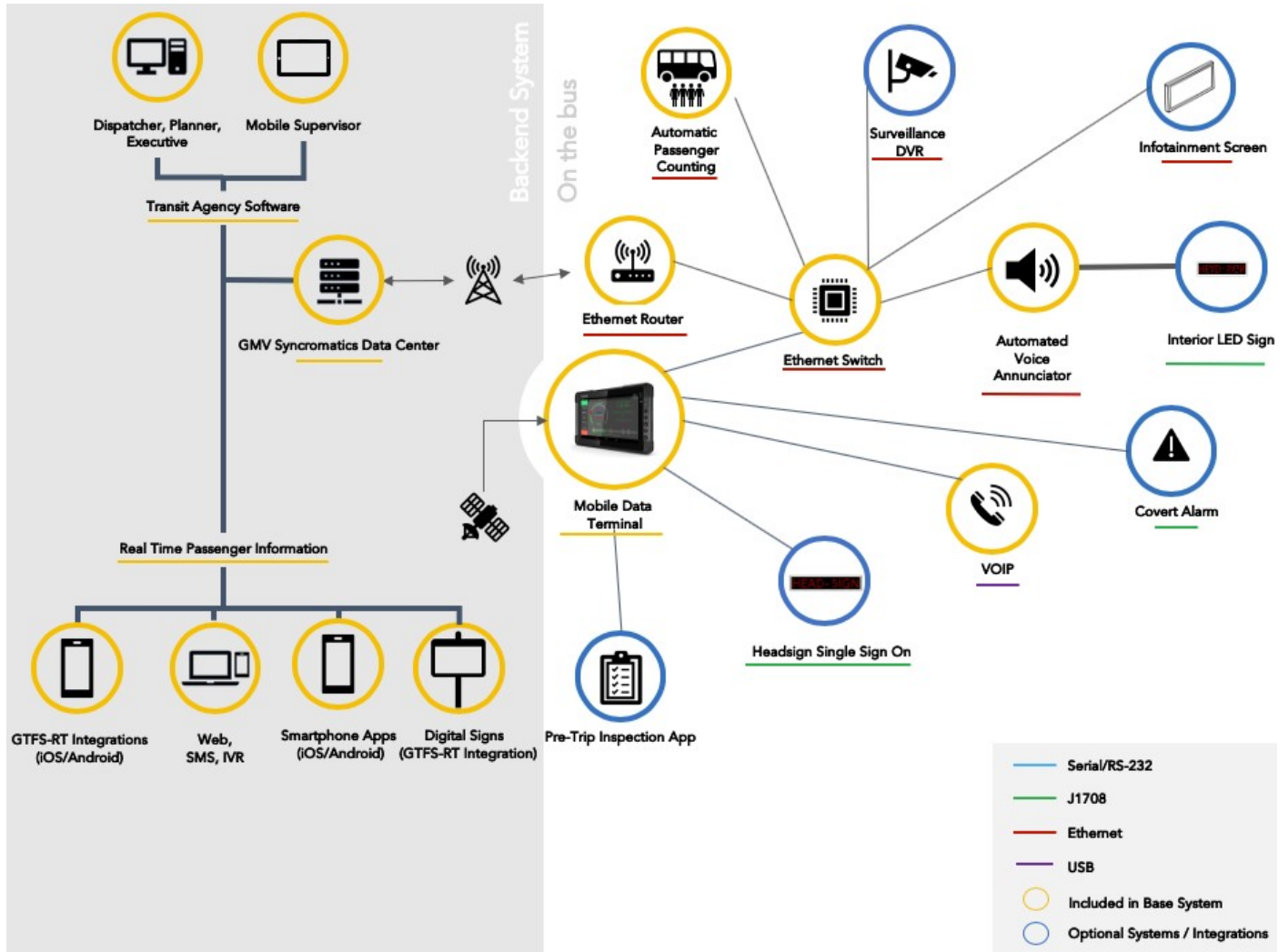
GMV Syncromatics can provide a fully integrated business intelligence platform for analysis of system data, report generation, and generating dashboards to monitor system performance. This allows you to build reports to your specifications, with complete self-service. The data can be exported in images, PDF's and CSV's. We are confident that this will fully handle any reporting requirements you have now or in the future.

This eliminates the need to pay and wait for custom report development, have specialized SQL training required for report-writers on your staff, or be locked in to a set of reports any given vendor has determined to be all you need. Further, this is another significant benefit of working with an integrator to bring your ITS portfolio under one roof – you can combine data associated with CAD/AVL, AVAS and APC all in one web-based software by default, in real-time.



System Diagram

This diagram provides an overview of the GMV Syncromatics technology on and off the bus. **Yellow highlighted items** are included in the base system. **Blue highlighted features** are capabilities of the GMV Syncromatics system that are included in our proposal as optional.



Narrative Project Schedule

Award/ Contract	<p>Upon award notification GMV Syncromatics' executive sponsor (Chris Welch), project manager (Emilee Mullin), and business development lead (Jeff Hunter) will work with the client to define the specific scope of work (SOW) for the project. This SOW will be incorporated into the contract and guide the performance of project tasks.</p>
Design Phase	<p>Once a contract is executed, GMV Syncromatics will begin the design and planning phase. The project manager will lead the technical and operations team to prepare a project binder that outlines all key tasks, documents, and procedures for the entire project. Often called the "project bible," this document will be the basis for client approval of the GMV Syncromatics plan. We will receive client feedback on our approach through a preliminary design review meeting, and then incorporate feedback into a final System Design Document. The System Design Document will be finalized at the Critical Design Review meeting. From this point, we will have a very detailed roadmap for which systems to install on which vehicles, which vehicles will operate on which routes, etc.</p>
Configure Software	<p>The GMV Syncromatics project manager will begin configuring the web-based software for client's specific operations. This work happens remotely, and regular check-ins with the client will ensure that all routes are drawn properly, stops are located properly, and all aspects of the operation are properly modeled in GMV Syncromatics software. The result of this software configuration process will be a complete "digital twin" of the client's operations loaded into GMV Syncromatics software, so that as vehicle installations are completed, vehicles can immediately "check in" with the back-end system, perform validation procedures, and be fully operational.</p>
Equipment	<p>Since our equipment is standard from project to project, we will place orders for all equipment as soon as our contract is executed so that we can work on other items during the equipment manufacturing and delivery lead time. As equipment is delivered, it will go through receiving and inspection procedures and Factory Acceptance Testing before being assigned to project inventory. Equipment will be kitted and shipped to the client site just prior to installation.</p>
Test Plan	<p>In parallel to the software configuration work, GMV Syncromatics field operations team will draft an acceptance test plan that is specific to the physical equipment and configuration on client vehicles. This ATP will be unique to each vehicle type and each unique equipment configuration. Upon client review and approval, the ATP will be reviewed with the field technicians for training.</p>
Install & Validate	<p>The installation and testing of vehicles will proceed in phases according to the project's milestone schedule. A two-person team of GMV Syncromatics staff field engineer and staff technician will install the first group of vehicles. Contractor staff will assist and observe as a training exercise. The first vehicles will undergo testing to confirm proper system function, and then we will ramp up the pace of installation for the balance of the fleet.</p>

A combination of contractor staff and GMV Syncromatics field technicians will perform installations on the remainder of the fleet. A staff of two or three teams of two technicians will do the work, and we'll need to closely coordinate with the client team to ensure vehicle availability. Most work takes place overnight when vehicles are not in service. Each two-person team will be able to complete roughly two vehicles in a day, including installation and validation procedures.

Training

As the installations reach the finish line, GMV Syncromatics project manager will conduct on-site training for client staff. Role based training will be targeted at each user's primary function and interaction with the system - drivers need to know different things than dispatchers and management.

Testing

The complete system will run for a thirty-day endurance test to confirm proper function, at which point we will complete system acceptance and transition to the operations and maintenance phase of the project.

Any software bugs or vehicle specific problems will be reported to GMV Syncromatics by client staff through the GMV Syncromatics support ticket system. An email to support@syncromatics.com will trigger an investigation, troubleshooting, and resolution to each issue. Syncromatics will provide regular reports of support ticket issues and trends for client's management team, as clusters of similar issues may be indicative of a systemic issue in the fleet or the technology.

Ongoing Operations

GMV Syncromatics' Account Executive (Jeff Hunter) will meet quarterly with client management to check in on overall system function, discuss any system modifications or upgrades, and ensure that GMV Syncromatics' executive team is fully aware of bigger picture issues at the client site that could affect the performance of our product.

This methodology has proved successful for GMV Syncromatics on similar projects in the past, but if the client prefers some modifications to this plan, we welcome client suggestions and feedback. We are happy to modify our approach to meet the needs of a specific client on a specific project.

Customer Support

- ▶ You can open a support ticket by e-mailing support@syncromatics.com or logging into our customer portal any time, day or night.
- ▶ Syncromatics has an online knowledgebase with training manuals, videos, and step by step guides to help your staff get educated, solve common problems, and ask questions when they need it.
- ▶ Need help now? Call us at 866-383-4418.
- ▶ Transit is a 24x7 operation, and so is Syncromatics. If you have a critical issue after hours, our customer support staff will get the problem fixed, fast. Our support levels are detailed further later in this section, but issues of all levels will receive a reply within one business day and Level 1 or Level 2 issues within 20 minutes.
- ▶ Support is given through email, phone, and screen share as necessary.
- ▶ Syncromatics doesn't charge extra for support, there isn't any limit, and our folks know what they're talking about. This proposal includes names, experience and roles of the team that you'll be working with.

Our response time is driven by this selection.

Support Level/Issues	Support Hours & Response Type	Response Policy
<u>Level 4</u> Software Issues and Questions not impacting vehicles	Phone, Email Self-Help Portal Available 24x7	Syncromatics will reply within one (1) business day to any Level 4 ticket submitted.
<u>Level 3</u> Issues impacting <3 vehicles Issues impacting operational tools like dispatch	Regular Business Hours: 4:00AM – 7:00PM PST M-F Phone, Email Self-Help Portal Available 24x7	Syncromatics will reply within Eight (8) hours from the time of ticket submission during regular business hours, and up to Twelve (12) hours outside regular hours.
<u>Level 2</u> Issues impacting >3 vehicles simultaneously Issues impacting more than one operational tool	24 x 7 call center Phone, Email Self-Help Portal Available 24x7	Syncromatics will reply to Level 2 tickets within 20 minutes during regular business hours and within One (1) hour outside regular hours.
<u>Level 1</u> Issues impacting all vehicles System-wide downtime preventing use of all operational tools	24 x 7 call center Phone, Email, and Portal Direct Involvement by Executives	Syncromatics will normally reply within 20 minutes to all Level 1 issues, and provides a Level 1 Escalation Policy in addition to our normal Escalation.

Process for Response Procedures

If you decide to do business with GMV Syncromatics, you are entrusting us to maintain the server infrastructure that powers your transit system online 24x7x365. This section represents our promise to you that your operations will not be interrupted and provides the remedies to which you are entitled to in the rare case that our systems are down. All support is included in the recurring maintenance fees associated with our services (technical, help desk portal, after hours, and software upgrade). There are no per-incident or hidden support charges. We do not differentiate between technical or general questions. Instead, when a customer submits a support ticket, a category will be required (Level 1-4).

Warranties

GMV Syncromatics offers a 2-year standard warranty on the OpenMDT Plus at no charge, and all other hardware with a 1-year standard warranty. We have also included in the optional pricing additional years of warranty to cover up to five years. The warranty includes parts and shipping to the customer (Ground Service except for critical communications components) in the event of a defective unit. The warranty does not cover damage found to be the result of negligence (e.g. liquids spilled on equipment). Warranties are relative to the date of installation unless otherwise specified.

RMA Timelines and Procedure

The equipment installed in your buses includes wiring diagrams and manuals. If your mechanics want to troubleshoot the issue themselves, that information is available to them anytime. Our customer portal includes vehicle health monitoring utilities that let you see details on communications health, last GPS update, and real-time status of various vehicle components. If it turns out you need replacement hardware, our customer support staff will set you up with an RMA and overnight shipping within 24-48 hours for any critical communication components. For non-communication, non-critical components, the RMA will include ground shipping. We will send you a working unit so that you can have your system back up and running immediately, rather than waiting for us to repair the current unit. The non-working unit should be returning to Syncromatics upon receipt of the replacement.

Project Approach

1. Our overall approach to Project Management is to ensure that we are communicative and collaborative throughout the deployment process. Our Project Manager is trained, experienced and empowered to make decisions on behalf of GMV Syncromatics and all parties can be confident that these decisions will be in the best interest of a successful project.
2. Cost estimates are provided on a fixed-price basis, based on GMV Syncromatics experience in what is required to deploy Intelligent Transportation Systems that have a wide variety of size and complexity. Permits, acquisitions and construction are not a concern for this project.
3. Once the project scope has been finalized in contracting, our Project Manager will bring a comprehensive draft project plan to the project kickoff meeting. Following that, feedback will be incorporated and a “project binder” will be created with a baseline project plan and project engineering. This binder will be updated frequently throughout the project and will be transparently communicated to all stakeholders throughout the project.
4. Please see Section 7
5. GMV Syncromatics’ approach to completing the scope of this proposal in a timely manner is based in experience. This is far from the first time we have deployed the systems proposed, and we know how to get it done on schedule. We will be working against the project plan and will be kept accountable by our Project Manager and agency stakeholders with regular communication between the teams. Costs are controlled by offering a fixed price proposal and not making change orders a regular practice as some of our competition does.
6. It is our experience that issues can certainly be anticipated to arise during the project. We commit to approach them the same way we do everything in the way we manage projects – in a communicative and collaborative way.
7. Quality assurance starts with proper planning and system engineering, so that’s where we start every project. Specific quality control measures in place include: Comprehensive on-site fleet survey by GMV Syncromatics engineering staff ahead of finalizing project engineering, factory acceptance testing of each system during provisioning and before shipping, installation plan approval by client maintenance staff, sign-off of each installation by client maintenance staff, software configuration validation by client project manager, operational validation of installed hardware by GMV Syncromatics field engineer. After the integrated systems have been fully validated and the system is launched to the public, GMV Syncromatics will work with SMART to go through a rigorous and pre-defined System Acceptance checklist/validation schedule to close the project.

8. Client stakeholder engagement begins with the tone that is set by the client executives and project manager. Assuming that they have communicated the need to engage with this project to all stakeholders, our Project Manager and staff have worked with a variety of personalities as stakeholders in previous projects. As in all other elements of the project, GMV Syncromatics staff will be communicative and collaborative in our stakeholder engagement. Interactions will be well documented so that progress can be tracked. While we recognize that being rigorous is important, our staff is friendly, personable and pleasant to work with. We truly enjoy seeing the benefits that our products and services can bring to transit agencies, and enjoy the opportunity to bring these benefits to agency stakeholders.

Typically, our Project Manager will establish a cadence of weekly or bi-weekly meetings with a client project staff and send out relevant email updates throughout the project. The progress against the project plan is tracked in Smartsheet, a collaborative project management tool, with full transparency. The SMART project manager will have the ability to check in on the status of any discreet project task at any point in the project, and will be able to monitor high level progression to report across all stakeholders at any time.

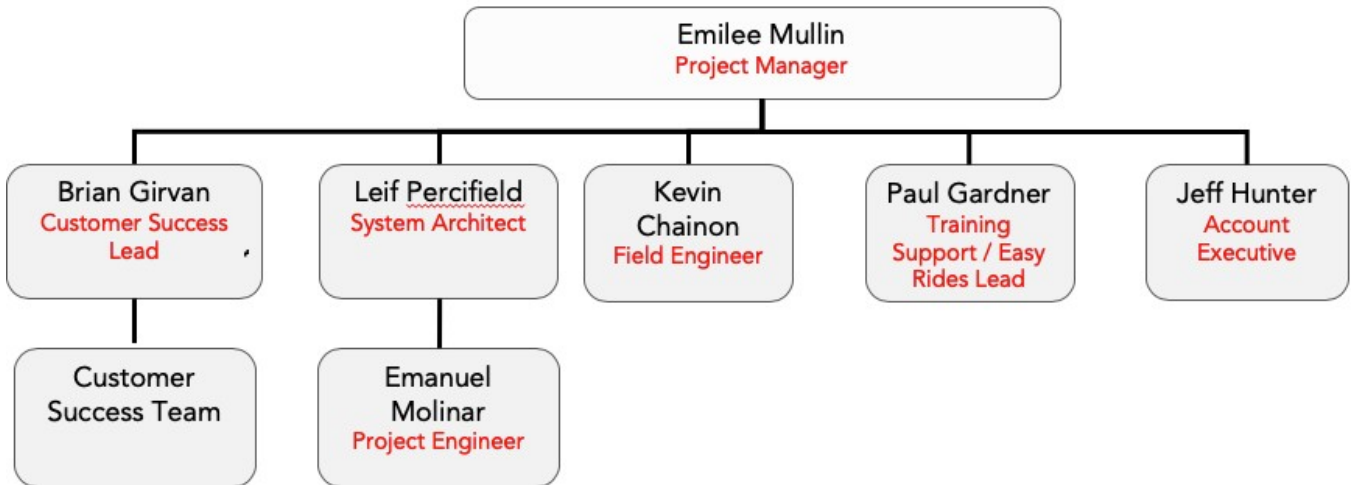
9. A list of tasks and activities has not been provided. Generally, GMV Syncromatics' deliverable on this project is a fully integrated Intelligent Transportation System that exceeds the capability described in the Scope of Work of this RFP.

10. SMART staff will be engaged for input and review of project deliverables throughout the project. This is essential for deploying an Intelligent Transportation System that works well for you. Key points of input and review by SMART staff are below:

- a. Project Plan
- b. Installation Plan
- c. System Configuration (Routes/Stops/Schedules Import)
- d. Export of current paratransit/demand response client list
- e. Real-Time Passenger Information Branding (Desktop, Mobile Apps)
- f. Staff user roles designation
- g. Installation Validation
- h. Software Configuration Validation
- i. Training
- j. System Acceptance
- k. Transition from Project team to ongoing operations points of contact

Support

All proposed members of the Project Team are employees of GMV Syncromatics and will have been on the team for more than a year, working together on transit technology projects across the US.



At a minimum, Proposers shall clearly describe the direct qualifications, experience, and training of personnel assigned to the following key roles:

<ul style="list-style-type: none"> • Project Manager: Emilee Mullin <ul style="list-style-type: none"> ○ See previous section • Project Engineer: Emanuel Molinar <ul style="list-style-type: none"> ○ See previous section • Contractual Representative: Jeff Hunter <ul style="list-style-type: none"> ○ See previous section • Hardware Lead: Leif Percifield <ul style="list-style-type: none"> ○ See previous section • Software Lead: Scott Frazier <ul style="list-style-type: none"> ○ Scott Frazier oversees our development of new products, no new development is being proposed to deliver the base scope of this project. 	<ul style="list-style-type: none"> • Installation Lead: Kevin Chainon <ul style="list-style-type: none"> ○ See previous section • Training Lead: Paul Gardner <ul style="list-style-type: none"> ○ See previous section • Documentation Lead: Emilee Mullin <ul style="list-style-type: none"> ○ See previous section • Customer Support Lead: Brian Girvan <ul style="list-style-type: none"> ○ See previous section
---	---

Project Schedule

Considering GMV Syncromatics' current and projected workload, we propose the following timeline. Our project manager will work directly with your agency to develop a detailed project schedule, taking into account agency requirements, specific vehicle availability and replacement plans, and more. An example of such a plan is included following our narrative schedule, which will be subject to change and built with the input of SMART upon award. During the course of this project, there is no reason that SMART will need to be out of service. We will work around your service schedule to complete installations (including overnight and on weekends).

The chart below represents our current plan should the contract be awarded based on the estimated timeline, but we are flexible based on your needs and the actual date of contract award. This is a conservative schedule and has the possibility of being significantly accelerated if necessary.

	Nov 2020	Dec 2020	Jan 2020	Feb 2020	Mar 2020	Apr 2020
Notice to Proceed / Contract Award						
Kick off meeting						
Planning, Software Configuration						
Installation of Hardware						
System online for internal use and baseline data gathering						
Training and Documentation						
Public Launch						
CAD/AVL System Acceptance						
Transition to Account Management (ongoing)						

Assumptions:

Contract Signature & Notice to Proceed by November 3, 2020

Two vehicles available for installation, per scheduled installation day

Contractual Exceptions

GMV Syncromatics would like to negotiate to agreeable terms on the contractual terms below

Specification	Compliance	Notes
<p>3.3. Contractor will be paid for Work upon completion of the Work and within thirty (30) days of receipt of an itemized invoice, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Contractor as promptly as is reasonably possible.</p>	<p>Exception – Will seek further clarification</p>	<p>Contractor and City shall establish a mutually accepted schedule of Progress Payments correlated to milestones or specific deliverable tasks</p>
<p>Section 12. Liquidated Damages</p>	<p>Exception – Will seek further clarification</p>	<p>To accept this, GMV Syncromatics needs to reach mutually agreeable terms with the City. Specifically, further definition of the terms included and applicable exceptions (such as delays caused by potential COVID 19 travel restrictions, for example)</p>

Requirements Exceptions

GMV Syncromatics is confident that our products and services proposed here meet or exceed the specific requirements in the RFP. Further, we believe that our products and services are the best fit available for SMART's needs despite the minor exceptions below. We caution the evaluation team to exercise substantial scrutiny if any other vendors respond to the RFP and offer no specific exceptions.

Specification	Compliance	Notes
Application for importing and editing bus stop inventory data (location, Americans with Disabilities Act (ADA) access, type of amenities at stop, etc.).	Partially Comply	Bus stops locations can be imported, but inventory data is not currently recorded. This is on GMV Syncromatics' product roadmap for 2021, but we cannot commit to a delivery date at this time.
The system shall have the ability to import a database of stops from spreadsheets (CSV, Excel, Google Sheets), including multiple characteristics such as location, amenities at stop (shelters, benches, bike racks, cart corrals, etc.), and ADA accessibility. This database includes latitudes and longitudes for geo-locating stops and other significant facilities and amenities	Partially Comply	Bus stop locations can be imported, but inventory data is not currently recorded. This is on GMV Syncromatics' product roadmap for 2021, but we cannot commit to a delivery date at this time.
The VLU's GPS receiver shall be installed as a replaceable/upgradeable card. The VLU shall compute the vehicle position, speed, and direction based on multiple positioning systems and inputs, including the GPS receiver and a secondary position system consisting of an odometer interface or other dead-reckoning device.	Exception	Fully comply based on Addendum 3. This type of hardware is unnecessary in our experience. Mileage tracking and location information are fully supported by GMV Syncromatics' proposed systems.
The VLU shall compute and update onboard vehicle position information every two (2) seconds or less, and shall provide that position information to other onboard devices as needed.	Exception	Fully comply based on Addendum 3, allowance for functional equivalence. GMV Syncromatics updates positions every 4 seconds.
The system shall indicate any vehicle that is not reporting its status and location within a configurable time period.	Exception	This time period is not configurable in the GMV Syncromatics system
All upgrades to technology, both hardware and software, should be part of the per-bus contract cost to avoid unforeseen costs in the future.	Exception	GMV Syncromatics cannot price in future, and unforeseen upgrades. We do provide nearly all software updates (including new feature releases) at no additional cost.
The MDT display shall include functionality, configured by SMART, to display different	Exception	GMV Syncromatics does not support this functionality, although is willing to explore

font, size, icons, buttons, colors, and styles on the screen The Placement and layout of information, touchscreen buttons, and the like shall be configurable.		the need for future inclusion on our Product Development Roadmap.
While in service, the MDT shall provide the operator with the ability to review the full trip information stop-by-stop and any paddle notes so they can familiarize themselves with their assignments.	Exception	GMV Syncromatics does not support this functionality, although is willing to explore the need for future inclusion on our Product Development Roadmap.
The MDT shall require the operator to send a yes/no response and acknowledgement to “response required” messages received from the central system.	Exception	This functionality is not currently supported. A “read receipt” feature will be delivered by the date of System Acceptance of this project. GMV Syncromatics is happy to collaborate with SMART to spec this feature and consider it for inclusion on our future Product Development Roadmap, but cannot commit to developing it.
The bus moving on a route (as is typical of Google or Apple maps) with turn directions.	Future Comply	GMV Syncromatics will be developing turn-by-turn functionality on the MDT within one year of the scheduled system acceptance of this project. At this stage, we are not certain if this will include a map-based feature.
Any detours. A detour will be either scheduled in advance (through the scheduling software or the dispatcher’s workstations) or defined in real-time, including the capability of showing last minute detours such as for a collision or emergency road repair.	Partially Comply	For detours in advance, the MDT will behave as it would for any other pre-defined route. We do not currently support real time changes ad-hoc detours, but are committed to deliver a feature to support this in collaboration with Cherrlots.
WiF system will.... Not penetrate the outer shell of the buses.	Exception	This is not technically feasible
The VLU shall record all AVA faults and errors and display fatal error conditions during pre-check tests on the MDT.	Exception	There is currently no client-facing logging on AVA faults/errors and no display for these faults/errors. We are happy to consider this for future development.
All AVA log files shall be uploaded to the central system as part of the normal data upload and download process.	Exception	There is currently no client-facing logging on AVA faults/errors and no display for these faults/errors. We are happy to consider this for future development.
The AVA system shall include an Automatic Gain Control (AGC) circuit to automatically and independently adjust internal volume levels depending on vehicle speed or ambient noise	Exception	The hardware that we deploy does have the ability to do this, but we override it with driver control of the AVA volume (within limits set by administrators)

<p>level. Each audio announcement played using AGC shall be played at a consistent volume determined by sampling the AGC immediately prior to playing the announcement.</p>		
<p>The minimum and maximum volumes for external announcements shall include parameter settings to automatically control volume based on:</p> <ul style="list-style-type: none"> o Geographic region; and o Time of day. <p>The system shall include a minimum of five (5) geographic region and time of day volume level settings for external announcements that can be configured by the City system administrator.</p>	Exception	GMV Syncromatics does not support this feature, but is happy to consider it for future development.
<p>The AVA system shall support both English and Spanish language messages.</p>	Partially Comply	GMV Syncromatics currently supports English text to speech announcements, and will support recorded audio for Spanish language messages by the date of System Acceptance. Spanish text to speech, or translation, will be considered for future development on our Product Development Roadmap.
<p>Contractor will work with SMART, or a consultant of SMART's choosing, to provide necessary materials for marketing and outreach.</p> <p>Marketing materials shall include:</p> <ul style="list-style-type: none"> Posters or poster designs; Channel cards; Content for press release and news articles; and Promotional products. 	Partially Comply	GMV Syncromatics is happy to provide support in the development of marketing materials, specifically written content and digital assets. We cannot commit to providing physical marketing materials such as posters, channel cards or promotional products.

EXHIBIT B – Detailed Pricing for Scope of Work – Base System & Annual Service Fees

Base System				
Fixed Route CAD/AVL				
LN	Item Description	Qty	Unit Cost	Subtotal
	Hardware, OpenMDT Plus	28	2,950	82,600
	Installation, OpenMDT Plus	28	775	21,700
	Vehicle and System Licenses, CAD/AVL	28	610	17,080
	Project Management, Training, Documentation, Travel and Unlimited Fo	1	39,900	39,900
Total, Capital				161,280

Automated Voice Annunciator				
LN	Item Description	Qty	Unit Cost	Subtotal
	Hardware, AVA System	28	2,150	60,200
	Installation, Per Bus, AVA	28	710	19,880
	Vehicle and System Licenses, Web Based AVA Controller	28	525	14,700
Total, Capital				94,780

Speaker Systems for AVA				
LN	Item Description	Qty	Unit Cost	Subtotal
	Hardware, Interior Speaker System for AVA	4	245	980
	Installation, interior Speaker System for AVA	4	825	3,300
	Hardware, Exterior Speaker System for AVA	20	350	7,000
	Installation, Exterior Speaker System for AVA	20	510	10,200
Total, Capital				21,480

Automatic Passenger Counting System				
LN	Item Description	Qty	Unit Cost	Subtotal
	Hardware, APC-200 - 2 Door Bus	10	3,945	39,450
	Hardware, APC-200 - 1 Door Bus	18	2,150	38,700
	Installation, Per Bus, APC	28	740	20,720
	Vehicle and System Licenses, APC	28	460	12,880
Total, Capital				111,750

VoiceCONNECT VOIP Radio System				
LN	Item Description	Qty	Unit Cost	Subtotal
Central System				
	System and Vehicle Licenses, VOIP System	28	440	12,320
	Labor, VOIP Coverage Testing	1	4,500	4,500
	Central System Workstation Accessories, Installation, and Configuration, per workstation	2	2,500	5,000
Per Bus				
	Hardware, VOIP Onboard Components (Handset, Audio Processing)	28	840	23,520
	Installation, VOIP	28	485	13,580
Total, Capital				58,920

Vehicle Network Gateway for Public WiFi				
LN	Item Description	Qty	Unit Cost	Subtotal
	Hardware, Network Gateway, for Passenger WiFi <i>-- Agency should expect to procure cellular data service directly to get the best deal on 4G broadband data. Estimated cost with govt discount is \$40/bus/mo. GMV Syncromatics will work with carrier to provision devices.</i>	28	2,125	59,500
	Installation, Per Bus, Vehicle Network Gateway	28	430	12,040
Total, Capital				71,540

Real Time Passenger Information				
LN	Item Description	Qty	Unit Cost	Subtotal
	Software, Real Time Passenger Information Suite <i>-- includes desktop and mobile web application at no charge -- Includes API for Arrival Predictions at no charge -- Includes GTFS-RT feed for integration with Transit App, Google Maps, Apple Maps at no charge</i>	1	-	-
	<i>- GTFS-RT and API for 3rd party sign integration included in base annual fees</i>	1	-	-
	Agency Branded Mobile Application (iOS + Android) Development	1	14,500	14,500
Total, Capital				14,500

Insights Plus - Custom Analytics				
LN	Item Description	Qty	Unit Cost	Subtotal
	System and Vehicle Licenses, Insights Plus	1	-	-
Total, Capital				-

Spare Hardware				
LN	Item Description	Qty	Unit Cost	Subtotal
	Hardware, OpenMDT Plus	1	2,950	2,950
Total, Capital				2,950

Paratransit Dispatch and Scheduling - Easy Rides				
LN	Item Description	Qty	Unit Cost	Subtotal
	Vehicle and System Licenses, Easy Rides Unlimited - Google Maps Integration - Service Area Mapping - Server Hosting - Automated Vehicle Location - Eletronic Driver Manifest Support - Client Credits - Web Ride Request - Complete Training Program - Custom Reports	1	5,200	5,200
	Vehicle and System Licenses, Easy Rides Electronic Driver Manifest	18	75	1,350
	Hardware, Consumer Tablet for Easy Rides Electronic Driver Manifest - Option for paratransit-dedicated vehicles - Can run Fixed Route application with VOIP as well	0	1,120	-
	Installation, Easy Rides Electronic Driver Manifest Tablet	0	610	-
Total, Capital				6,550

Total Base System	543,750
--------------------------	----------------

Annual Service Fees				
Base Service Fees - Fixed Route				
LN	Item Description	Qty	Unit Cost	Subtotal
	Annual Service Fee,, Software, Cloud-hosted CAD/AVL/RTPI --Unlimited 24x7 support -- Hands on dedicated account management -- Fully hosted and redundant systems -- Unlimited training -- API Support for Integrations, Google Maps, Apple Map, and Transit App	28	710	19,880
	Annual Service Fee, Easy Rides Electronic Driver Manifest	18	65	1,170
	Annual Service Fee, Cellular Data for Fixed Route Vehicles -- For VOIP and Public WiFi - Agency should expect to procure cellular data service directly to get the best deal on 4G broadband data. Estimated cost with govt discount is \$40/bus/mo. GMV Syncromatics will work with carrier to provision devices.	0	215	-
	Annual Service Fee, Automated Voice Annunciator	28	145	4,060
	Annual Service Fee, Automatic Passenger Counting	28	135	3,780
	Annual Service Fee, Public Wi-Fi	28	185	5,180
	Annual Service Fee, VoiceConnect VOIP Radio System	28	125	3,500
	Annual Service Fee, Insights Plus	1	4,500	4,500
	Annual Service Fee, Mobile Applications	1	2,850	2,850
	Annual Service Fee, Easy Rides Dispatch and Scheduling Software - Server Hosting - Unlimited Support & Training - Software Updates - Unlimited Custom Reports	1	5,400	5,400
Total per Year (Years 1-5)				50,320

EXHIBIT C – Milestone Schedule

	1	2	3	4	5	TOTALS
	System Licenses	Hardware Delivery	Installations	Notice of Completion	System Acceptance	
Deliverable	Executed Contract	All Hardware delivered on site in preparation for installations	Installations completed on at least 90% of vehicles	Installs completed on 100% of vehicles; System in use	Customer Acceptance Period complete	
Forecast Date	11/20/2020	2/1/2021	3/31/2021	4/15/2021	4/30/2021	
Gross Amount	\$ 63,530	\$ 233,963	\$ 193,883	\$ 42,400	\$ 113,673	\$ 647,448
Retention	\$ (6,353)	\$ (23,396)	\$ (19,388)	\$ (4,240)		\$ (53,378)
	10%					
Net Milestone	\$ 57,177	\$ 210,566	\$ 174,494	\$ 38,160	\$ 113,673	\$ 594,070
MS as % of Total Year 1	10%	35%	29%	6%	19%	

EXHIBIT D – SYSTEM ACCEPTANCE CHECKLIST



SYNCROMATICS ADDENDUM – Final System Acceptance Checklist

PURPOSE: This document serves to enumerate the items required for Syncromatics to achieve Final System Acceptance. It should be noted that partial payment will be invoiced as per the Milestone Schedule accompanying the contract; Final System Acceptance typically signifies the attainment of the Final Milestone and moves this contracted project from “Deployment” to “Active.” The Agency Project Manager is to initial each box, acknowledging acceptable completion of the item.

The following sections outline the acceptance of hardware deliverables:

CAD/AVL - MDT

- Syncromatics provided twenty-eight (28) Android Mobile Data Terminals
- Syncromatics provided twenty-eight (28) Docks/Mounts for the Mobile Data Terminals
- The twenty-eight (28) Mobile Data Terminals, Docks/Mounts and directly associated equipment have been delivered and/or installed in the mutually agreed upon location.
- Syncromatics provided one (1) spare Android Mobile Data Terminal

Automated Voice Annunciator System (AVAS)

- Syncromatics provided twenty-eight (28) Automated Voice Annunciator Systems
- The twenty-eight (28) Automated Voice Annunciator Systems are installed per the Syncromatics Field Team’s “best effort” and professional judgment
- Syncromatics provided four (4) interior speakers
- The four (4) interior speakers are installed per the Syncromatics Field Team’s “best effort” and professional judgment
- Syncromatics provided twenty (20) exterior speakers
- The twenty (20) exterior speakers are installed per the Syncromatics Field Team’s “best effort” and professional judgment

Automated Passenger Counting (APC) System

- Syncromatics provided IRIS Automatic Passenger Counting Equipment for twenty-eight (28) vehicles, ten (10) two-door vehicles and eighteen (18) one-door vehicles.
- The twenty-eight (28) Passenger Counting Systems are installed per the Syncromatics Field Team’s “best effort” and professional judgment

VoiceCONNECT VOIP Radio System

- Syncromatics provided twenty-eight (28) voice radio VOIP systems.
- The twenty-eight (28) VOIP systems are installed per the Syncromatics Field Team's "best effort" and professional judgment
- Syncromatics provided and installed two (2) Central System Workstation accessories

Vehicle Network Gateway for Public WiFi

- Syncromatics provided twenty-eight (28) Vehicle Network Gateways equipped with Agency-owned SIM cards
- The twenty-eight (28) Vehicle Network Gateway systems are installed per the Syncromatics Field Team's "best effort" and professional judgment
- Syncromatics has enabled Rider WiFi on twenty-eight (28) Vehicle Network Gateways

Syncromatics Provided Smartphone App and RTPI Features

- GMV Syncromatics has delivered an agency-branded Mobile Application and it is available for download in iOS and Android app stores.
- GMV Syncromatics has delivered the RTPI Suite, including desktop and mobile web application (portal), API key for third-party integrations, and GTFS-RT feed for third-party integrations.

The following section outlines the validated functionality of the above hardware via the Syncromatics software system, TRACK:

TRACK

- At the time of System Acceptance Testing, at least 90% of active vehicles equipped with Mobile Data Terminals are connecting and providing the TRACK system with vehicle positions.
- At the time of System Acceptance Testing, at least 90% of active vehicles, having received proper sign in information from the driver, servicing the route as drawn in the Track system, are providing accurate stop times when entering the Stop Zone.
- At the time of System Acceptance Testing, at least 90% of the vehicles recording accurate Stop Times are also providing accurate Arrival Predictions in Track and on Public Portals.
- The Daily Schedule Performance Page (DSP) is populating the validly acquired Stop Times.
- At the time of System Acceptance Testing, at least 90% of the Automated Voice Annunciator Systems installed are announcing the text validly input into TRACK when proper sign in and route servicing has been executed.
- At the time of System Acceptance Testing, at least 90% of the Automated Passenger Counting systems are accurately counting passengers with a 5% margin of error when proper vehicle sign in and route servicing has been executed.
- The Smartphone App displays the basic RTPI information promised, including routes, stop and arrival predictions.
- At the time of System Acceptance Testing, Insights Plus is available for custom analytics and displays data from proper sign in and route servicing.

The following section outlines the validated functionality of the Syncromatics software system, Easy Rides:

Easy Rides

- At the time of System Acceptance Testing, Easy Rides is fully configured with service area mapping complete and all vehicles, personnel, provided addresses and clients have been imported.
- At the time of System Acceptance Testing, all client Agents with a login to Easy Rides can log into the hosted server via Remote Desktop Connection and Easy Rides.
- At the time of System Acceptance Testing, any and all Agents can perform all tasks in the Easy Rides software needed (as designated by their set roles/permissions) for daily operations and as designed in the software. This includes things like adding or editing: Addresses, Clients, Trips, Subscriptions, Route Assignments, Day Schedules, Personnel, Vehicles, Custom List Items, etc..
- At the time of System Acceptance Testing, at least 95% of active vehicles equipped with tablets are connecting and providing the Easy Rides system with vehicle positions while drivers are logged in to an assigned manifest/route on the Today schedule.
- At the time of System Acceptance Testing, the two redundant URLs used by the Easy Rides Driver app (one active and one test or backup) shall be verified to be online and fully functional.

Definitions

- “Proper Sign In and Route Servicing” means the driver or dispatcher has assigned the vehicle and driver to a run, route, and/or trip, the sign in is received by the Syncromatics system, and the vehicle then services the route and the stops in the order, and upon the route path, as defined in the Track system.
- “Best effort” is defined as the effort which Syncromatics tries to satisfy the Customer request to the best of their ability while also weighing potential cost or time resources needed for completion and recognition that some aspects of the request may be beyond Syncromatics’ control. This is solely a Syncromatics decision as to the completion of the Customer request.

If any of the previously mentioned items are not completed upon review of the system, the Customer is asked to attach an addendum to this checklist that identifies the item that is not complete, and an explanation outlining why.



523 W 6th St, Suite 444, Los Angeles, CA 90014

SYNCROMATICS ADDENDUM – ITS AND SYSTEM STANDARDS

PURPOSE: All Intelligent Transportation Systems require certain inputs and oversight from drivers, dispatchers, and planners to function properly, and provide good data, reliable arrival predictions, and metrics that can be used by the agency to improve operations. This document is intended to provide a listing of the recommended standards for operations so that the Agency can plan accordingly and operate the ITS system for its maximum potential and benefit. Without adherence to minimum technology, personnel and oversight, Syncromatics cannot ensure the full effectiveness of the product and features promised.

The document is organized into sections intended to make it useable and easier for the Agency to focus on particular operational areas, personnel or IT requirements.

1. Personnel

- a. **FOR ALL PERSONNEL**, Syncromatics will provide comprehensive training and documentation, in person, and in written and video format, available to all users, at any time, to support consistent and informed use of all systems.
- b. **Planner** – the Syncromatics ITS system allows for the importing of schedule data for both routes and driver assignments with the goal of helping the Agency monitor and improve its operation. As such, the Agency will need to provide data to enable the building of routes and stops and to prepare and deliver a validly formatted schedule of service (in GTFS or XLS format). It is recommended that an experienced transit planner be employed or contracted by the Agency for planning and scheduling work, or to utilize the services of a specialist using transit scheduling software. On an ongoing basis, any updates to routes and schedules will also be the responsibility of the designated planner, or other responsible Agency personnel. If Syncromatics is providing sub-contracted scheduling services to the Agency as a part of this contract, it is still necessary for the Agency Planner to work with the scheduling subcontractor to create a database of stops, routes, and trips, and work with the scheduling provider to produce an export file ready to be imported into the Syncromatics TRACK system.
- c. **Dispatcher** – the Syncromatics TRACK system provides multiple tools to assist the Agency in monitoring vehicles and drivers in their daily operations. In order to ensure that routes and schedules are being serviced as planned, a dispatcher or other Agency personnel with sufficient computer skills is highly recommended to use the TRACK system in real time, during daily operations, to monitor the Syncromatics-provided dispatching tools for such things as: accurate driver sign ins, route and schedule performance, to receive and action system alerts provided by these various tools within the Syncromatics system. For systems without an in-bus MDT (driver interface) dispatchers will be required to create assignments prior to the start of service for all vehicles and drivers.

d. Drivers – For the Syncromatics system to properly capture and assign data for reporting purposes, the Agency must provide minimally technically proficient drivers who can enter on the MDT for their assignment the following: driver identification number, route, a run/paddle number, and (optionally) trip number for the service that they are going to begin. They must also sign out at the end of their service. If the Agency would like the driver to fulfill additional duties while in service such as sending messages, going on break, counting passengers, etc., even more technical agility may be required of the drivers.

e. Maintenance – while Syncromatics strives for a high level of hardware effectiveness, consistency and durability, cellular devices and in-bus equipment are at times prone to connectivity issues and physical damage due to the rugged nature of the transit environment. Syncromatics requires that on-site maintenance, IT, or support staff with sufficient computer skills be available for preliminary device troubleshooting in the event of such issues. The nature of these efforts will be limited to checking indicator lights, re-cycling power, and reporting the status of physical systems and wiring to our support team, who will then fully action all technical issues to resolution.

2. Computer Requirements

a. The Syncromatics TRACK system can work in many computing environments, but due to the large amount of data transfer required to operate the tools and reports available, for full effectiveness, Syncromatics has the following minimum recommended system requirements:

- i. Windows 7 or higher
- ii. Processor: 1 Ghz or faster
- iii. RAM: 2GB
- iv. Free Disk Space: 16 GB
- v. Internet Download Speed: 10Mbs minimum, 30Mbs preferred
- vi. Windows Chrome, Edge or Firefox web browsers.

3. Routes and Schedules

a. As explained in part above, the building blocks of a Fixed Route ITS system are routes and their corresponding schedules. After the initial deployment, it is the responsibility of the Agency to create and maintain routes and schedules. And, most importantly, for the TRACK system to be set up for proper operation, each trip on an imported schedule file must have a stop sequence that matches that of a route already drawn in the Syncromatics system.

b. Syncromatics provides a route editor tool in the TRACK system that will allow the Agency staff to draw and update route shapes and stop locations for initial setup and as changes are needed. Syncromatics will train the Agency staff on how to use this Route creator/editor. Syncromatics expects Agency personnel to be a part of drawing the routes and setting up stops the first time as part of their training so that they can action any necessary edits autonomously for system sustainability.

c. Syncromatics also provides a schedule validator and import tool. The Agency is responsible for creating a GTFS or XLS file of its scheduled services (with or without the services of a private or sub-contracted scheduling service provider), and the validator tool will allow the Agency to analyze the file for (1) Formatting Errors, (2) Internal Disagreements (situations where, for example, consecutive trips overlap each other), and (3) Route Mismatches (situations where trips in the schedule file do not have a stop sequence that matches a route drawn in the Syncromatics TRACK system). Once validated,

the schedule import tool will allow the agency to import and set the imported schedules to begin on any future date. Syncromatics will work closely with the Agency for this first import to ensure that the schedule format is correct and adheres to industry best practices, and that the Agency staff is well trained in the schedule importing process.

d. After the initial deployment, any updates to routes or schedules during this agreement become the responsibility of the Agency.

4. Vehicle Operations

a. It is required, and the Syncromatics TRACK system is built on a platform that assumes, that all vehicles perform all trips of all routes as they are drawn in the TRACK route management setup, following the sequence of stops shared by the routes and matching schedules. Only on this basis can the ITS system properly calculate reliable arrival predictions as well as provide alerts and/or reporting of exceptions like route deviations, schedule deviations, skipping stops, missed trips, etc.

i. Arrival Predictions: When a vehicle deviates from route, public arrival predictions for the off-route vehicle will be removed from the real-time passenger information list, and instead, scheduled bus times, rather than actual real time arrival times for the off-route vehicle will be provided. This is done to prevent unhappy riders who may be unknowingly awaiting a vehicle that has deviated and will never return to route to service their stop.

ii. Stop Times: When a vehicle deviates from route, it may also prevent the Syncromatics system from recording stop times. In order for the system to record a stop time at a given stop, a vehicle needs to be travelling on route when it services that stop. And, since Stop Times are the key building block of report information, deviations from route may prevent valid data from being collected by the Syncromatics system.

1. There are many tools that Syncromatics provides to assist agencies in dealing with off-route behavior, such as the concept of a manual “Stop Area,” which creates larger deviation areas for certain transfer and layover locations, and “On-Break” scenarios for drivers who deviate from route for layover, refueling, or shift change maneuvers, but the core model requires routes to be followed as drawn.

iii. Deadheads: When drivers sign in to the first trip of their service while still in a yard location, and must drive a considerable distance (> 1 mile) to the first stop of the first trip of their service, scheduled arrival predictions will be provided to passengers while the vehicle is performing that “deadhead” portion of service on its way to the first stop. Actual arrival predictions based on a real-time ETA will not be provided, because there is no route upon which the vehicle is traveling, and therefore no prediction of travel time can be provided.

iv. Passenger Counts: Valid driver assignments and proper servicing of the route, as drawn, are also required for accurate passenger counting reports in the Syncromatics TRACK system. Syncromatics will always count passengers that board and alight the vehicle, however, if the vehicle has deviated from route, or if there is no assignment information at all, passenger counts will be assigned to an “unknown stop” category. This will allow the Agency to retain all counting

statistics and improve operations in areas where drivers are deviating from route, not signing in, or picking up passengers in locations where they should not be.

5. Reports

a. Syncromatics' TRACK reports are designed both to (1) provide valuable analytical insights into the performance of the Agency's transit system and (2) provide insights into where the Agency, or its drivers and staff, are not operating as designed. Thus, at times, missing data from certain reports is not necessarily the result of a failure in the Syncromatics system, but instead an indicator of improper or incomplete service on the part of the Agency. The following is a notable example:

i. The Daily Schedule Performance (DSP) is a key reporting page used by many Agencies to track On Time Performance (OTP). Every scheduled trip in an Agency's daily service will be listed in the DSP with schedule stop times for each stop (or timepoint), for each trip. As vehicles perform their trips throughout the day, actual service times for each stop will populate beside the scheduled time in the DSP, and the stop will be color-coded as "Early," "On time," or "Late," depending on parameters set by the Agency, as well as the calculated time of deviation. In order for data to arrive on the DSP, there must be (1) Properly working and connected vehicle equipment, (2) a valid driver assignment, and (3) vehicles following the route and its stops, as drawn, in proper sequence. If these requirements are not met, the DSP may not load data, show only partial data or a message of either "Missed Trip" or "No Assignment" will appear. This does not mean that the Syncromatics system is not working. In fact, the Syncromatics DSP, by not recording data exactly as expected, is showing the dispatch and operations team where vehicle equipment is failing, drivers are not signing in as directed, or where drivers are not servicing the route or its stops as drawn. Syncromatics has, in this respect, designed the tool to provide valuable operational benefit from such missing data, and will provide training to the Agency staff in how to utilize this tool to improve operational efficiency and to ensure the reliability of hardware themselves, without the need to just open a technical support ticket.

6. Integrations

a. If Syncromatics is integrating with a pre-existing sub-system on your vehicles, it is the responsibility of the Agency to ensure that the sub-system is working effectively prior to the Syncromatics integration, and it is the sole responsibility of the Agency to maintain the effective operability of those systems not installed by Syncromatics. For example,

i. If the Agency has a pre-existing Automatic Passenger Counter (APC) system, it is expected that the APC system will be in working order, calibrated correctly, and accurately counting passengers, and Syncromatics will require evidence of this accuracy and effectiveness prior to integration. Syncromatics' responsibility to integrate with such equipment extends only to retrieving the counts provided by that system and displaying those counts in the TRACK software management portal. Should the accuracy of those counts come into question, it will be the responsibility of the Agency to show that the equipment was providing accurate data prior to the integration.

- ii. Similarly, if the agency is using the Syncromatics Automatic Vehicle Announcement System (AVAS), it is understood that any microphones, and radios running into the AVAS system, and any internal or external speakers already installed on the vehicle are in working order and will be maintained by the Agency.
- iii. This is not an exhaustive list, but merely two frequently encountered examples.

b. As it pertains to head signs/destination signs, fare boxes or other peripheral devices that require a sign in code, Syncromatics will configure the system to allow a single point of sign on, but it is the responsibility of the Agency to ensure that schedules, route names, and sign in codes are all provided consistently across all systems to ensure a seamless deployment of these integrations. Syncromatics will provide details on this in Kick Off and Training.

7. Timeline

- a. All proposed timelines for this deployment are based on the final date of contracting or official notice to proceed. Any change in the date of reaching a final agreement or receiving a final notice to proceed may result in comparable or possibly greater delays in each proposed phase of the deployment and system launch.

**CITY OF WILSONVILLE
GOODS AND PROFESSIONAL SERVICES CONTRACT**

This Goods and Professional Services Contract (“Contract”) for the South Metro Area Regional Transit (SMART) Intelligent Transportation System Project (“Project”) is made and entered into on this ____ day of _____ 2021 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Syncromatics Corp.**, a California corporation (hereinafter referred to as “Contractor”).

RECITALS

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

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

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

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

AGREEMENT

Section 1. Contract Documents

This Contract includes and incorporates by reference all of the foregoing recitals and all of the following additional documents: Request for Proposal, dated July 24, 2020, and Contractor’s Proposal in response thereto (together with the Contract collectively referred to herein as “Contract Documents”). Contractor must be familiar with all of the foregoing and comply with them. 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 reasonably determined by the City, will apply. City acknowledges that Contractor’s proposal contained requested exceptions, and that Contractor provided the exceptions in compliance with the directions contained in the City’s Request for Proposal dated July 24, 2020. This eContract reflects the parties’ negotiated contractual exceptions attached hereto as Exhibit A, page 16.

Section 2. Scope of Work

Contractor will perform the implementation services, as more particularly described in the Scope of Work for the Project, attached hereto as **Exhibits A-E** and incorporated by reference herein (the “Work”). City further accepts Contractor’s requirements exceptions attached hereto as Exhibit A, pages 17-19.

Section 3. Term

3.1. The term of this Contract shall be from the Effective Date for a period of three (3) years, unless earlier terminated in accordance herewith. The City may also extend the Contract as provided in **Subsection 2.2** below. Contractor shall diligently perform the Work according to the requirements identified in the Scope of Work.

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

Section 4. Contract Sum/Project Scope

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Contractor a not-to-exceed amount of SIX HUNDRED NINETY-FOUR THOUSAND SEVEN HUNDRED TEN DOLLARS (\$694,710) 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. The Contract Sum is allocated as follows:

Initial Capital Budget	543,750
Year 1 Service Fees	<u>50,320</u>
 Total in Milestone Schedule	 594,070
 Year 2 Service Fees	 50,320
Year 3 Service Fees	<u>50,320</u>
 Total Contract Sum	 <u>694,710</u>

4.2. Contractor’s Contract Sum is all inclusive and includes, but is not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, technology and/or software charges, licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including but not limited to, the recently enacted Oregon Corporate Activity Tax (CAT). A Table showing the details of the line items included in the Scope of Work’s Capital Budget and each year’s Annual Service Fees is included in Exhibit B.

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

4.4. City acknowledges that for the best practices and operation of the system as installed by Contactor, that there are certain standards to be embraced and adopted by City for working with Contractor as the system is installed and made operational. These standards are further elaborated in Exhibit E attached hereto.

Section 5. Project Managers

The City's Project Manager is Eric Loomis. Contractor's Account Manager is Jeff Hunter.

Section 6. Subcontractors and Assignments

Unless expressly authorized in writing by the City, pursuant to **Subsection 8.1**, 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.

Section 7. Contractor Is Independent Contractor

Except as otherwise mandated by state law, the performance of Work under this Contract is at Contractor's sole risk. All damages or loss to Work, equipment, or materials incurred during the performance of the Work shall be at Contractor's sole risk. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the Contract Sum provided for under **Section 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.

Section 8. Contractor's Responsibilities

8.1. 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.

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

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

8.4. 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.

8.5. Contractor shall make payment promptly, as due, to all parties supplying to such Contractor labor or material for the prosecution of the Work provided for in the Contract.

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

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

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

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

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

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

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

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

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

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

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

8.14. Contractor shall submit to City both a Notice of Completion and System Acceptance checklist form (included as Exhibit D) to provide notification to the City that Contractor has substantially completed the project and the full Scope of Work, pending City's acceptance thereof ("Final Acceptance").

Section 9. Indemnity

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

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

Section 10. Insurance

10.1. Insurance Requirements. Contractor must maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or work hereunder. 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:

10.1.1. 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.

10.1.2. 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**.

10.1.3. 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.

10.1.4. 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.

10.1.5. 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, 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.

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

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

Section 11. Warranty

11.1. In addition to, and not in lieu of, any other warranties provided by various manufacturers and suppliers, Contractor fully warrants all Work and materials for a period of one (1) year 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 or materials occurring within one (1) year 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 his/her duties and obligations under this Contract, is also covered by the warranty when such defects or damage occur within the warranty period. The one (1) year warranty period shall, with relation to such required repair, be extended one (1) year from the date of completion of such repair.

11.2. Contractor warrants to the City that any materials and equipment furnished under this Contract will be new and of good quality, unless otherwise required or permitted by this Contract, that the Services will be free from defects, and that the Services will conform to the requirements of this Contract. Services not conforming to these requirements, including substitutions not properly approved and authorized in writing by the City, may be considered defective.

Section 12. Early Termination; Default

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

12.1.1. By mutual written consent of the parties;

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

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

12.2. If the City terminates this Contract in whole or in part, due to default or failure of Contractor to perform Work in accordance with the Contract, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Contractor shall be liable for all costs and damages incurred by the City as a result of the default by Contractor, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Contract. This Contract shall be in full force to the extent not terminated by written notice from the City to Contractor. In the event of a default, the City will provide Contractor with written notice of the default and a period of three (3) days to cure the default. If Contractor notifies the City that it cannot, in good faith, do so within the three (3) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Contract and seek remedies for the default, as provided above.

12.3. 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.

12.4. Termination under any provision of this **Section 12** shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. Contractor shall surrender to the City items of work or portions thereof, for which Contractor has received payment or the City has made payment.

Section 13. Liquidated Damages

13.1. 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 all Work is not fully functional on a consistent basis or if the system fails to be fully functional for more than five (5) consecutive business days. 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 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 amount of Five Hundred Dollars (\$500) per day for each and every day, after the first five (5) business days, that the system

To Contractor: Syncromatics Corp.
Attn: Jeff Hunter
523 W 6th Street, Suite 444
Los Angeles, CA 90014

Section 16. Miscellaneous Provisions

16.1. Integration. This Contract, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these documents, the provisions of this Contract shall control, and the terms ~~most~~-more favorable to the City, within the City's sole reasonable discretion, will apply.

16.2. 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.

16.3. 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.

16.4. 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.

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

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

16.7. 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.

16.8. 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.

16.9. 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.

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

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

16.12. 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.

16.13. 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.

16.14. 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.

16.15. 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."

16.16. Support and Response Policy Remedies. In the event that Contractor fails to meet its obligations set forth in its Customer Support policy and its Response Policy more fully described in Exhibit A page 10, City, on a per ~~occurrence~~ monthly basis and in its sole discretion, may reduce the ~~yearly~~ service fees due Contractor by the following percentages:

16.16.1 If Contractor's failure fails to meet its response policy obligations for support level 4 three or more times in a month, it will result in a ten (10) percent reduction of ~~the that yearly month's~~ service fee due Contractor.

16.16.2 If Contractor's failure fails to meet its response policy obligations for support level 3 three or more times in a month, it will result in a ~~twenty~~ (20) percent reduction of ~~the yearly that month's~~ service fee due Contractor.

16.16.3 If Contractor's failure fails to meet its response policy obligations for support level 2 three or more times in a month, it will result in a ~~thirty ten~~ (30) percent reduction of ~~the yearly that month's~~ service fee due Contractor.

16.16.4 If Contractor's failure fails to meet its response policy obligations for support level 1 three or more times in a month, it will result in a ~~forty twenty~~ (40) percent reduction of ~~the yearly that month's~~ service fee due Contractor.

16.16.5 Contractor shall have the right to appeal to City any such reduction within ten (10) business days of receiving notice of intent to reduce Contractor's service fees. Appeals must be delivered to City's project manager in the manner for providing notices as contemplated in Section 15, and through email. The parties agree that SMART's Transit Director shall make a final, binding determination on any appeal under this section.

16.17. 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.

16.18. 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.

16.19. 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.

///
///
///
///
///
///

##

16.20. 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.

16.21. 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:

CITY:

SYNCROMATICS CORP.

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

Ryan Adams, Assistant City Attorney
City of Wilsonville, Oregon

k:\dir\smart\intelligent transportation system\doc\gsk smart its_syncromatics (18feb2021+noatth-ra:ee).docx

Scope of Work

GMV Syncromatics OpenMDT

The GMV Syncromatics OpenMDT Plus is the cornerstone of our ITS system inside the bus. It handles all of the data processing, data storage, transmission, and user interface. All these features are packaged in a single modular and swappable package with no separate vehicle logic unit required. It serves as the hub for all on board system integration, as well as driver interface for both Fixed Route and Demand Response service modes.

OpenMDT Plus + Dock

Future-proof, transit-grade, expansion-ready



- ✓ Allows for walk around vehicle inspections
- ✓ Hot swappable for rapid replacement
- ✓ Lockable dock to prevent theft
- ✓ All-in-one: J1708, J1939, Wi-Fi, Ethernet, RS232, RS485 via in-vehicle dock
- ✓ Plug and play annunciators, passenger counters
- ✓ Turnkey automation of farebox and headsign
- ✓ Built on Android, the world's most popular OS for mobile devices

MDT+VLU

More failure points, additional expense



- ✗ Additional components and wiring to buy
- ✗ Modern mobile devices have sufficient computing power – a dedicated embedded PC is overkill
- ✗ MDT cannot be removed from vehicle
- ✗ “dumb” driver terminal is dependent on VLU for processing
- ✗ Built on outdated operating systems

OpenMDT Technical Details

Professional Engineering

- **Logon.** Simple wizard based logon process
- **Integration.** APC, AVAS, Headsigns
- **Messaging.** 2-way text messaging with dispatch including canned messages
- **Silent Alarm.** Covert notification to dispatch
- **Brain.** Integrated core application that stores, transmits, processes and produces data in real time
- **Reliable.** Aggressive recovery and reliability measures surrounding connectivity and stability
- **Industrial.** Cabling and connectors built to withstand transit realities

Technical Diversity

- **Cellular.** Using roof mount, dash mount, or internal antennae or ethernet
- **Memory.** 4GB, expandable to 8GB
- **Network.** Can connect to Wi-Fi networks onboard
- **GPS.** 20 channel, DGPS+WAAAS, SiRF Star III
- **OS.** Android
- **Modern Protocols.** WiFi, RS232, RS485, USB, digital IO
- Transit Ready. J1708, J1939
- **Extensible.** Can be natively extended via a variety of onboard peripherals.

Dispatch List and Map

The dispatch list view will enable the dispatcher to sort by various attributes, including: late/early arrival severity. This view will also group any vehicles that are off-route or not signed in correctly, so that you can always keep an eye out for “problem buses” at the top of the list. Once you’ve selected a particular row (vehicle), an expanded drop-down card will display the individual features for that particular vehicle.

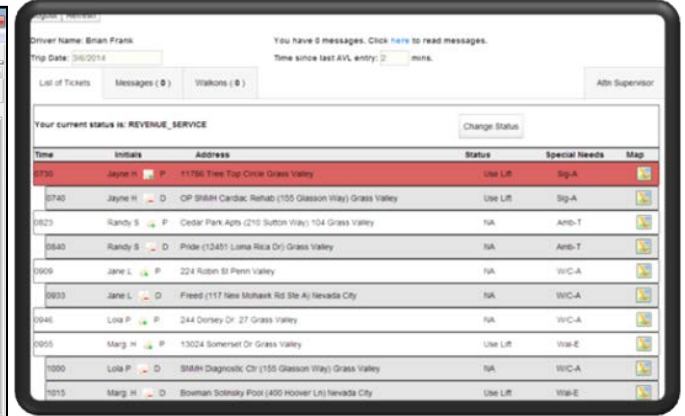
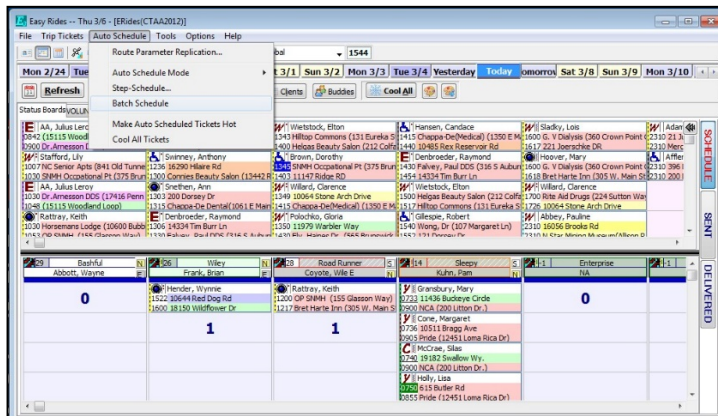
The oval buttons across the top display persistent alerts, which are always visible to the dispatcher. These alerts show vehicles that are currently in a particular error state and selecting each of those alerts will automatically filter the list to show vehicles in that current state, and individual details about each vehicle.

The image displays two screenshots of the gtm SYNC dispatch interface. The left screenshot shows the 'Vehicles' list view, which includes columns for Vehicle, Run, Trip, Driver, Route, Load, and Status. It lists several vehicles, including MB-403, RM32, MB-401, MB-409, and 2701. The right screenshot shows the 'Assignments' map view, which includes a map of Bloomington, Indiana, and a detailed view of a specific vehicle (301) showing its route, upcoming stops, and status.

Easy Rides Demand Response

GMV Syncromatics complements its fixed route technology with Easy Rides, a purpose-built Paratransit scheduling and dispatch software, to offer an integrated technology solution. The GMV Syncromatics Easy Rides software solution it includes a number of novel and very useful features, described below.

SMART has experience with Easy Rides, and we're excited to offer the opportunity to bring an enhanced and integrated version of it back. The Electronic Manifest will now run on the same MDT as the Fixed Route solution, and the central systems will be fully hosted by GMV Syncromatics



Automated Voice Annunciator

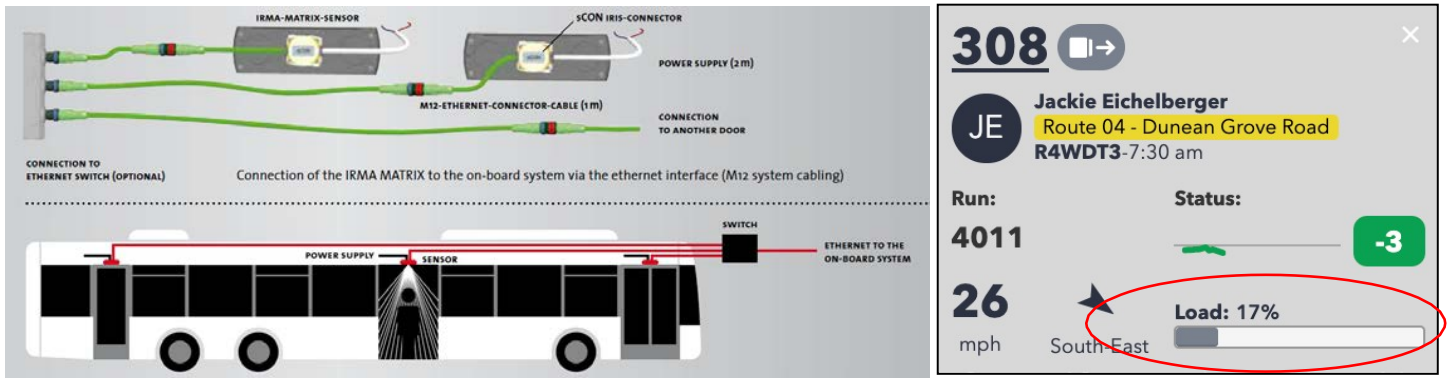
GMV Syncromatics offers an ADA-compliant annunciator system that will automate the process of announcing arrival at each stop when a transit vehicle is in service. The AVA system is fully integrated with the on-board MDT and also with each bus's existing PA and/or speaker system. Where there are not currently interior/exterior speaker systems, GMV Syncromatics proposes to install them. This system will provide a functioning PA on all buses. It is programmed remotely, and offers full text-to-speech functionality for all announcements. Additional information on the AVA can be found in the supplement.

Each Stop can be individually tailored for announcing distances

Custom stop-level announcements can be added, both for interior and exterior.

The date toggle allows the user to preview what will be announced on specific days

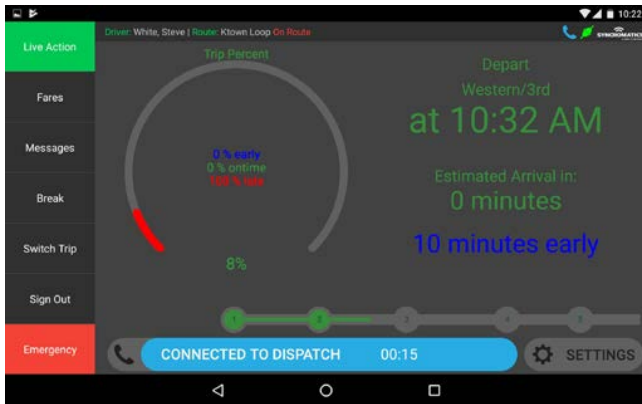
Automatic Passenger Counting System



GMV Syncromatics proposes to install the Iris IRMA Matrix APC system. We have worked extensively with most of the APC hardware manufacturers in the industry as a result of interacting with existing APC systems on clients' vehicles, and in our experience, the Iris system amongst the most reliable and accurate. Overall accuracy is dependent on a number of factors including driver interaction with the OpenMDT Plus and adherence to operating procedures such as logging in/logging out so that APC data is accurately associated with trips and stops.

This solution is composed of a networked smart sensor on each door that is wired in to the vehicle's Ethernet network via on-board router.

VOIP Radio System



Syncromatics VoiceCONNECT system provides the key functions of a two-way mobile radio system by leveraging modern Voice Over Internet Protocol (VOIP) technology. Instead of building out expensive fixed radio infrastructure and deploying special radio equipment to each vehicle, Syncromatics VoiceCONNECT provides a comprehensive voice communication solution for operators and dispatch that runs on the OpenMDT Plus, web based dispatch software, and Android mobile devices. VoiceCONNECT matches the functions of legacy radio systems, and it blazes new trails into advanced features.

Public WiFi

GMV Syncromatics offers a turnkey solution to provide Wi-Fi service to passengers and also create a secure bus network to consolidate communications and support other vehicle technology such as security cameras, voice over IP (VOIP) radios, and mobile ticketing with a single cellular connection to eliminate redundant fees. The vehicle network gateway uses one or more 4G LTE broadband data modems to connect the bus to the internet. It then splits this connection into two components: (a) unsecured public network for Wi-Fi service and (b) secure bus network for cameras, MDT connectivity, mobile ticketing, and other components. Sharing a connection saves money, while maintaining separate channels improves security and reliability.

Real-Time Passenger Information

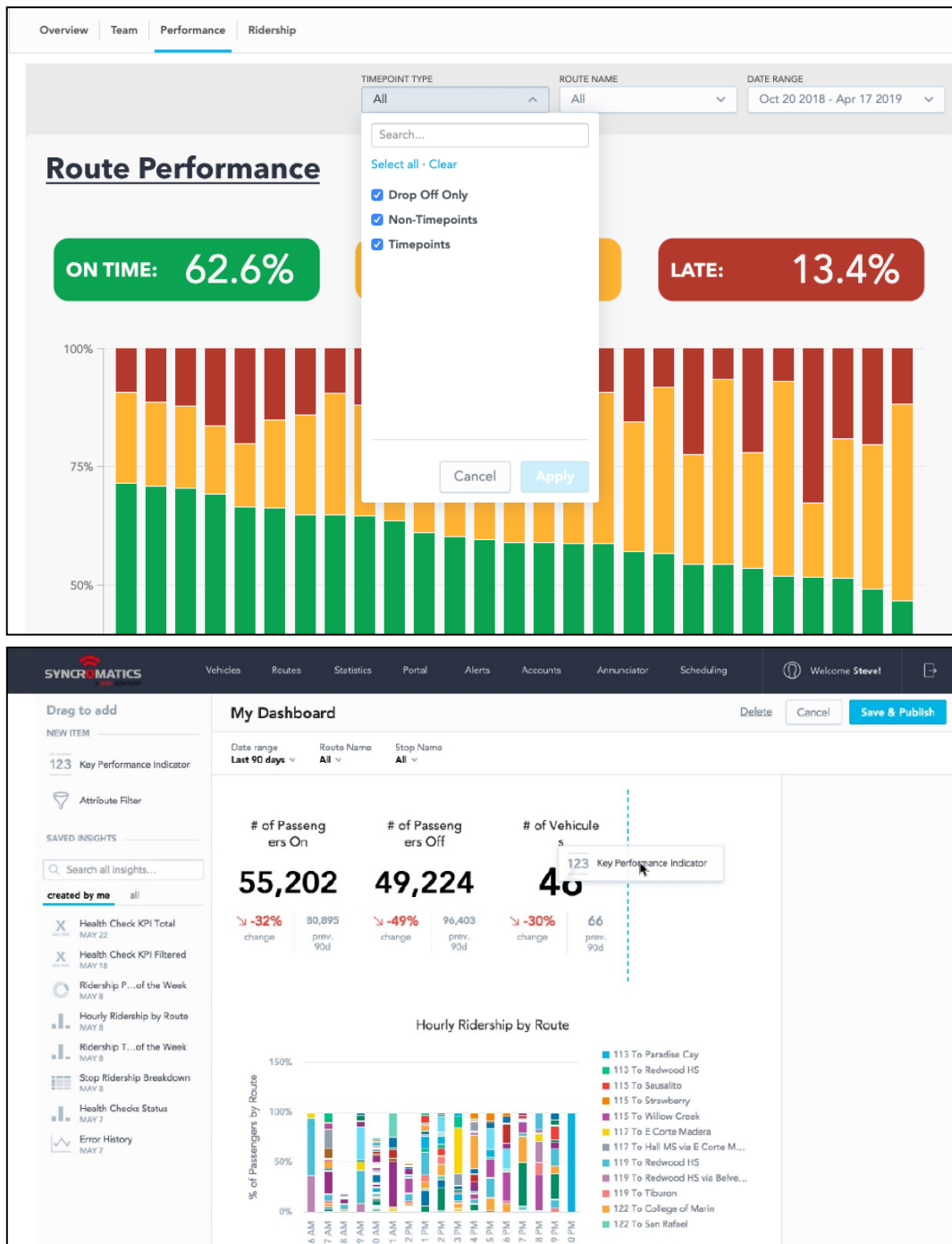


Method	Features / Sample
Smartphone App	Fully featured native app, customized for your brand (iOS, Android) Search “METROTrack” in the app store to view the app for Rock Region Metro.
Mobile Website	Mobile geo-location of stops iPhone / Android / Blackberry / Windows Phone www.thebuslive.com – see it now on a mobile device (Merced County Transit)
Desktop Website	Fully featured, optimized for larger screen. See the same URL above on a desktop device. Can also be embedded within agency website, see: http://rrmetro.org/rider/plan-your-trip/transit-trackers/find-my-bus/
SMS - Text Messaging	Arrival predictions by stop #: e.g. Text “ladot 6143” to 41411 Subscription based rider alerts customized by route/stop/day of week/time
IVR - Telephone	Call (213) 785-3858, press 0, enter stop # 6143
3rd Party Applications (Google Maps, Transit App, Proprietary Apps, etc...)	GMV Syncromatics natively produces GTFS-RT that can be uploaded directly to third parties to ensure that the client’s routes and real time arrivals are visible on Google Maps, Apple Maps and the Transit App
Digital Signage	Integration with existing signs via GTFS-RT

Insights Plus – Custom Reporting and Analytics

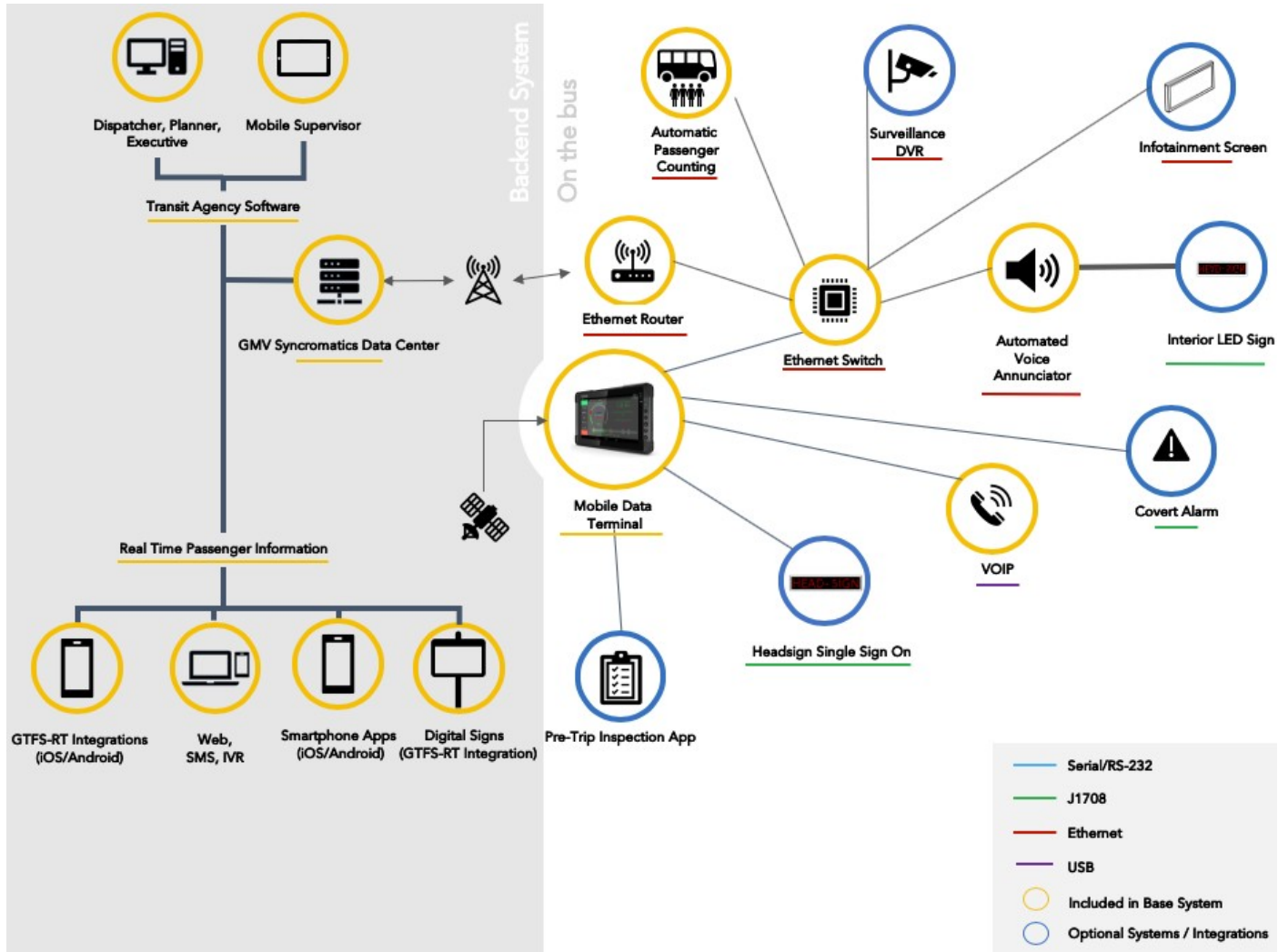
GMV Syncromatics can provide a fully integrated business intelligence platform for analysis of system data, report generation, and generating dashboards to monitor system performance. This allows you to build reports to your specifications, with complete self-service. The data can be exported in images, PDF's and CSV's. We are confident that this will fully handle any reporting requirements you have now or in the future.

This eliminates the need to pay and wait for custom report development, have specialized SQL training required for report-writers on your staff, or be locked in to a set of reports any given vendor has determined to be all you need. Further, this is another significant benefit of working with an integrator to bring your ITS portfolio under one roof – you can combine data associated with CAD/AVL, AVAS and APC all in one web-based software by default, in real-time.



System Diagram

This diagram provides an overview of the GMV Syncromatics technology on and off the bus. **Yellow highlighted items are included in the base system.** **Blue highlighted features are capabilities of the GMV Syncromatics system that are included in our proposal as optional.**



Narrative Project Schedule

Award/ Contract	<p>Upon award notification GMV Syncromatics' executive sponsor (Chris Welch), project manager (Emilee Mullin), and business development lead (Jeff Hunter) will work with the client to define the specific scope of work (SOW) for the project. This SOW will be incorporated into the contract and guide the performance of project tasks.</p>
Design Phase	<p>Once a contract is executed, GMV Syncromatics will begin the design and planning phase. The project manager will lead the technical and operations team to prepare a project binder that outlines all key tasks, documents, and procedures for the entire project. Often called the "project bible," this document will be the basis for client approval of the GMV Syncromatics plan. We will receive client feedback on our approach through a preliminary design review meeting, and then incorporate feedback into a final System Design Document. The System Design Document will be finalized at the Critical Design Review meeting. From this point, we will have a very detailed roadmap for which systems to install on which vehicles, which vehicles will operate on which routes, etc.</p>
Configure Software	<p>The GMV Syncromatics project manager will begin configuring the web-based software for client's specific operations. This work happens remotely, and regular check-ins with the client will ensure that all routes are drawn properly, stops are located properly, and all aspects of the operation are properly modeled in GMV Syncromatics software. The result of this software configuration process will be a complete "digital twin" of the client's operations loaded into GMV Syncromatics software, so that as vehicle installations are completed, vehicles can immediately "check in" with the back-end system, perform validation procedures, and be fully operational.</p>
Equipment	<p>Since our equipment is standard from project to project, we will place orders for all equipment as soon as our contract is executed so that we can work on other items during the equipment manufacturing and delivery lead time. As equipment is delivered, it will go through receiving and inspection procedures and Factory Acceptance Testing before being assigned to project inventory. Equipment will be kitted and shipped to the client site just prior to installation.</p>
Test Plan	<p>In parallel to the software configuration work, GMV Syncromatics field operations team will draft an acceptance test plan that is specific to the physical equipment and configuration on client vehicles. This ATP will be unique to each vehicle type and each unique equipment configuration. Upon client review and approval, the ATP will be reviewed with the field technicians for training.</p>
Install & Validate	<p>The installation and testing of vehicles will proceed in phases according to the project's milestone schedule. A two-person team of GMV Syncromatics staff field engineer and staff technician will install the first group of vehicles. Contractor staff will assist and observe as a training exercise. The first vehicles will undergo testing to confirm proper system function, and then we will ramp up the pace of installation for the balance of the fleet.</p>

A combination of contractor staff and GMV Syncromatics field technicians will perform installations on the remainder of the fleet. A staff of two or three teams of two technicians will do the work, and we'll need to closely coordinate with the client team to ensure vehicle availability. Most work takes place overnight when vehicles are not in service. Each two-person team will be able to complete roughly two vehicles in a day, including installation and validation procedures.

Training

As the installations reach the finish line, GMV Syncromatics project manager will conduct on-site training for client staff. Role based training will be targeted at each user's primary function and interaction with the system - drivers need to know different things than dispatchers and management.

The complete system will run for a thirty-day endurance test to confirm proper function, at which point we will complete system acceptance and transition to the operations and maintenance phase of the project.

Testing

Any software bugs or vehicle specific problems will be reported to GMV Syncromatics by client staff through the GMV Syncromatics support ticket system. An email to support@syncromatics.com will trigger an investigation, troubleshooting, and resolution to each issue. Syncromatics will provide regular reports of support ticket issues and trends for client's management team, as clusters of similar issues may be indicative of a systemic issue in the fleet or the technology.

Ongoing Operations

GMV Syncromatics' Account Executive (Jeff Hunter) will meet quarterly with client management to check in on overall system function, discuss any system modifications or upgrades, and ensure that GMV Syncromatics' executive team is fully aware of bigger picture issues at the client site that could affect the performance of our product.

This methodology has proved successful for GMV Syncromatics on similar projects in the past, but if the client prefers some modifications to this plan, we welcome client suggestions and feedback. We are happy to modify our approach to meet the needs of a specific client on a specific project.

Customer Support

- ▶ You can open a support ticket by e-mailing support@syncromatics.com or logging into our customer portal any time, day or night.
- ▶ Syncromatics has an online knowledgebase with training manuals, videos, and step by step guides to help your staff get educated, solve common problems, and ask questions when they need it.
- ▶ Need help now? Call us at 866-383-4418.
- ▶ Transit is a 24x7 operation, and so is Syncromatics. If you have a critical issue after hours, our customer support staff will get the problem fixed, fast. Our support levels are detailed further later in this section, but issues of all levels will receive a reply within one business day and Level 1 or Level 2 issues within 20 minutes.
- ▶ Support is given through email, phone, and screen share as necessary.
- ▶ Syncromatics doesn't charge extra for support, there isn't any limit, and our folks know what they're talking about. This proposal includes names, experience and roles of the team that you'll be working with.

Our response time is driven by this selection.

Support Level/Issues	Support Hours & Response Type	Response Policy
<u>Level 4</u> Software Issues and Questions not impacting vehicles	Phone, Email Self-Help Portal Available 24x7	Syncromatics will reply within one (1) business day to any Level 4 ticket submitted.
<u>Level 3</u> Issues impacting <3 vehicles Issues impacting operational tools like dispatch	Regular Business Hours: 4:00AM – 7:00PM PST M-F Phone, Email Self-Help Portal Available 24x7	Syncromatics will reply within Eight (8) hours from the time of ticket submission during regular business hours, and up to Twelve (12) hours outside regular hours.
<u>Level 2</u> Issues impacting >3 vehicles simultaneously Issues impacting more than one operational tool	24 x 7 call center Phone, Email Self-Help Portal Available 24x7	Syncromatics will reply to Level 2 tickets within 20 minutes during regular business hours and within One (1) hour outside regular hours.
<u>Level 1</u> Issues impacting all vehicles System-wide downtime preventing use of all operational tools	24 x 7 call center Phone, Email, and Portal Direct Involvement by Executives	Syncromatics will normally reply within 20 minutes to all Level 1 issues, and provides a Level 1 Escalation Policy in addition to our normal Escalation.

Process for Response Procedures

If you decide to do business with GMV Syncromatics, you are entrusting us to maintain the server infrastructure that powers your transit system online 24x7x365. This section represents our promise to you that your operations will not be interrupted and provides the remedies to which you are entitled to in the rare case that our systems are down. All support is included in the recurring maintenance fees associated with our services (technical, help desk portal, after hours, and software upgrade). There are no per-incident or hidden support charges. We do not differentiate between technical or general questions. Instead, when a customer submits a support ticket, a category will be required (Level 1-4).

Warranties

GMV Syncromatics offers a 2-year standard warranty on the OpenMDT Plus at no charge, and all other hardware with a 1-year standard warranty. We have also included in the optional pricing additional years of warranty to cover up to five years. The warranty includes parts and shipping to the customer (Ground Service except for critical communications components) in the event of a defective unit. The warranty does not cover damage found to be the result of negligence (e.g. liquids spilled on equipment). Warranties are relative to the date of installation unless otherwise specified.

RMA Timelines and Procedure

The equipment installed in your buses includes wiring diagrams and manuals. If your mechanics want to troubleshoot the issue themselves, that information is available to them anytime. Our customer portal includes vehicle health monitoring utilities that let you see details on communications health, last GPS update, and real-time status of various vehicle components. If it turns out you need replacement hardware, our customer support staff will set you up with an RMA and overnight shipping within 24-48 hours for any critical communication components. For non-communication, non-critical components, the RMA will include ground shipping. We will send you a working unit so that you can have your system back up and running immediately, rather than waiting for us to repair the current unit. The non-working unit should be returning to Syncromatics upon receipt of the replacement.

Project Approach

1. Our overall approach to Project Management is to ensure that we are communicative and collaborative throughout the deployment process. Our Project Manager is trained, experienced and empowered to make decisions on behalf of GMV Syncromatics and all parties can be confident that these decisions will be in the best interest of a successful project.
2. Cost estimates are provided on a fixed-price basis, based on GMV Syncromatics experience in what is required to deploy Intelligent Transportation Systems that have a wide variety of size and complexity. Permits, acquisitions and construction are not a concern for this project.
3. Once the project scope has been finalized in contracting, our Project Manager will bring a comprehensive draft project plan to the project kickoff meeting. Following that, feedback will be incorporated and a “project binder” will be created with a baseline project plan and project engineering. This binder will be updated frequently throughout the project and will be transparently communicated to all stakeholders throughout the project.
4. Please see Section 7
5. GMV Syncromatics’ approach to completing the scope of this proposal in a timely manner is based in experience. This is far from the first time we have deployed the systems proposed, and we know how to get it done on schedule. We will be working against the project plan and will be kept accountable by our Project Manager and agency stakeholders with regular communication between the teams. Costs are controlled by offering a fixed price proposal and not making change orders a regular practice as some of our competition does.
6. It is our experience that issues can certainly be anticipated to arise during the project. We commit to approach them the same way we do everything in the way we manage projects – in a communicative and collaborative way.
7. Quality assurance starts with proper planning and system engineering, so that’s where we start every project. Specific quality control measures in place include: Comprehensive on-site fleet survey by GMV Syncromatics engineering staff ahead of finalizing project engineering, factory acceptance testing of each system during provisioning and before shipping, installation plan approval by client maintenance staff, sign-off of each installation by client maintenance staff, software configuration validation by client project manager, operational validation of installed hardware by GMV Syncromatics field engineer. After the integrated systems have been fully validated and the system is launched to the public, GMV Syncromatics will work with SMART to go through a rigorous and pre-defined System Acceptance checklist/validation schedule to close the project.

8. Client stakeholder engagement begins with the tone that is set by the client executives and project manager. Assuming that they have communicated the need to engage with this project to all stakeholders, our Project Manager and staff have worked with a variety of personalities as stakeholders in previous projects. As in all other elements of the project, GMV Syncromatics staff will be communicative and collaborative in our stakeholder engagement. Interactions will be well documented so that progress can be tracked. While we recognize that being rigorous is important, our staff is friendly, personable and pleasant to work with. We truly enjoy seeing the benefits that our products and services can bring to transit agencies, and enjoy the opportunity to bring these benefits to agency stakeholders.

Typically, our Project Manager will establish a cadence of weekly or bi-weekly meetings with a client project staff and send out relevant email updates throughout the project. The progress against the project plan is tracked in Smartsheet, a collaborative project management tool, with full transparency. The SMART project manager will have the ability to check in on the status of any discreet project task at any point in the project, and will be able to monitor high level progression to report across all stakeholders at any time.

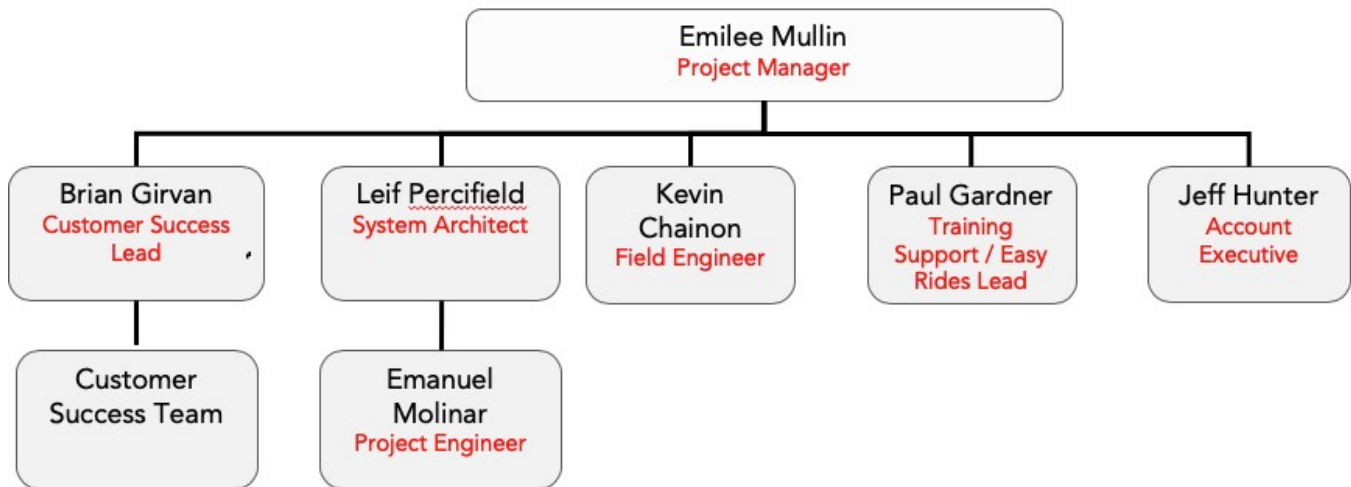
9. A list of tasks and activities has not been provided. Generally, GMV Syncromatics' deliverable on this project is a fully integrated Intelligent Transportation System that exceeds the capability described in the Scope of Work of this RFP.

10. SMART staff will be engaged for input and review of project deliverables throughout the project. This is essential for deploying an Intelligent Transportation System that works well for you. Key points of input and review by SMART staff are below:

- a. Project Plan
- b. Installation Plan
- c. System Configuration (Routes/Stops/Schedules Import)
- d. Export of current paratransit/demand response client list
- e. Real-Time Passenger Information Branding (Desktop, Mobile Apps)
- f. Staff user roles designation
- g. Installation Validation
- h. Software Configuration Validation
- i. Training
- j. System Acceptance
- k. Transition from Project team to ongoing operations points of contact

Support

All proposed members of the Project Team are employees of GMV Syncromatics and will have been on the team for more than a year, working together on transit technology projects across the US.



At a minimum, Proposers shall clearly describe the direct qualifications, experience, and training of personnel assigned to the following key roles:

<ul style="list-style-type: none"> • Project Manager: Emilee Mullin <ul style="list-style-type: none"> ○ See previous section • Project Engineer: Emanuel Molinar <ul style="list-style-type: none"> ○ See previous section • Contractual Representative: Jeff Hunter <ul style="list-style-type: none"> ○ See previous section • Hardware Lead: Leif Percifield <ul style="list-style-type: none"> ○ See previous section • Software Lead: Scott Frazier <ul style="list-style-type: none"> ○ Scott Frazier oversees our development of new products, no new development is being proposed to deliver the base scope of this project. 	<ul style="list-style-type: none"> • Installation Lead: Kevin Chainon <ul style="list-style-type: none"> ○ See previous section • Training Lead: Paul Gardner <ul style="list-style-type: none"> ○ See previous section • Documentation Lead: Emilee Mullin <ul style="list-style-type: none"> ○ See previous section • Customer Support Lead: Brian Girvan <ul style="list-style-type: none"> ○ See previous section
---	---

Project Schedule

Considering GMV Syncromatics' current and projected workload, we propose the following timeline. Our project manager will work directly with your agency to develop a detailed project schedule, taking into account agency requirements, specific vehicle availability and replacement plans, and more. An example of such a plan is included following our narrative schedule, which will be subject to change and built with the input of SMART upon award. During the course of this project, there is no reason that SMART will need to be out of service. We will work around your service schedule to complete installations (including overnight and on weekends).

The chart below represents our current plan should the contract be awarded based on the estimated timeline, but we are flexible based on your needs and the actual date of contract award. This is a conservative schedule and has the possibility of being significantly accelerated if necessary.

	Nov 2020	Dec 2020	Jan 2020	Feb 2020	Mar 2020	Apr 2020
Notice to Proceed / Contract Award						
Kick off meeting						
Planning, Software Configuration						
Installation of Hardware						
System online for internal use and baseline data gathering						
Training and Documentation						
Public Launch						
CAD/AVL System Acceptance						
Transition to Account Management (ongoing)						

Assumptions:

Contract Signature & Notice to Proceed by November 3, 2020

Two vehicles available for installation, per scheduled installation day

Contractual Exceptions

GMV Syncromatics would like to negotiate to agreeable terms on the contractual terms below

Specification	Compliance	Notes
<p>3.3. Contractor will be paid for Work upon completion of the Work and within thirty (30) days of receipt of an itemized invoice, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Contractor as promptly as is reasonably possible.</p>	<p>Exception – Will seek further clarification</p>	<p>Contractor and City shall establish a mutually accepted schedule of Progress Payments correlated to milestones or specific deliverable tasks</p>
<p>Section 12. Liquidated Damages</p>	<p>Exception – Will seek further clarification</p>	<p>To accept this, GMV Syncromatics needs to reach mutually agreeable terms with the City. Specifically, further definition of the terms included and applicable exceptions (such as delays caused by potential COVID 19 travel restrictions, for example)</p>

Requirements Exceptions

GMV Syncromatics is confident that our products and services proposed here meet or exceed the specific requirements in the RFP. Further, we believe that our products and services are the best fit available for SMART's needs despite the minor exceptions below. We caution the evaluation team to exercise substantial scrutiny if any other vendors respond to the RFP and offer no specific exceptions.

Specification	Compliance	Notes
Application for importing and editing bus stop inventory data (location, Americans with Disabilities Act (ADA) access, type of amenities at stop, etc.).	Partially Comply	Bus stops locations can be imported, but inventory data is not currently recorded. This is on GMV Syncromatics' product roadmap for 2021, but we cannot commit to a delivery date at this time.
The system shall have the ability to import a database of stops from spreadsheets (CSV, Excel, Google Sheets), including multiple characteristics such as location, amenities at stop (shelters, benches, bike racks, cart corrals, etc.), and ADA accessibility. This database includes latitudes and longitudes for geo-locating stops and other significant facilities and amenities	Partially Comply	Bus stop locations can be imported, but inventory data is not currently recorded. This is on GMV Syncromatics' product roadmap for 2021, but we cannot commit to a delivery date at this time.
The VLU's GPS receiver shall be installed as a replaceable/upgradeable card. The VLU shall compute the vehicle position, speed, and direction based on multiple positioning systems and inputs, including the GPS receiver and a secondary position system consisting of an odometer interface or other dead-reckoning device.	Exception	Fully comply based on Addendum 3. This type of hardware is unnecessary in our experience. Mileage tracking and location information are fully supported by GMV Syncromatics' proposed systems.
The VLU shall compute and update onboard vehicle position information every two (2) seconds or less, and shall provide that position information to other onboard devices as needed.	Exception	Fully comply based on Addendum 3, allowance for functional equivalence. GMV Syncromatics updates positions every 4 seconds.
The system shall indicate any vehicle that is not reporting its status and location within a configurable time period.	Exception	This time period is not configurable in the GMV Syncromatics system
All upgrades to technology, both hardware and software, should be part of the per-bus contract cost to avoid unforeseen costs in the future.	Exception	GMV Syncromatics cannot price in future, and unforeseen upgrades. We do provide nearly all software updates (including new feature releases) at no additional cost.
The MDT display shall include functionality, configured by SMART, to display different	Exception	GMV Syncromatics does not support this functionality, although is willing to explore

font, size, icons, buttons, colors, and styles on the screen The Placement and layout of information, touchscreen buttons, and the like shall be configurable.		the need for future inclusion on our Product Development Roadmap.
While in service, the MDT shall provide the operator with the ability to review the full trip information stop-by-stop and any paddle notes so they can familiarize themselves with their assignments.	Exception	GMV Syncromatics does not support this functionality, although is willing to explore the need for future inclusion on our Product Development Roadmap.
The MDT shall require the operator to send a yes/no response and acknowledgement to “response required” messages received from the central system.	Exception	This functionality is not currently supported. A “read receipt” feature will be delivered by the date of System Acceptance of this project. GMV Syncromatics is happy to collaborate with SMART to spec this feature and consider it for inclusion on our future Product Development Roadmap, but cannot commit to developing it.
The bus moving on a route (as is typical of Google or Apple maps) with turn directions.	Future Comply	GMV Syncromatics will be developing turn-by-turn functionality on the MDT within one year of the scheduled system acceptance of this project. At this stage, we are not certain if this will include a map-based feature.
Any detours. A detour will be either scheduled in advance (through the scheduling software or the dispatcher’s workstations) or defined in real-time, including the capability of showing last minute detours such as for a collision or emergency road repair.	Partially Comply	For detours in advance, the MDT will behave as it would for any other pre-defined route. We do not currently support real time changes ad-hoc detours, but are committed to deliver a feature to support this in collaboration with Cherrlots.
WiF system will.... Not penetrate the outer shell of the buses.	Exception	This is not technically feasible
The VLU shall record all AVA faults and errors and display fatal error conditions during pre-check tests on the MDT.	Exception	There is currently no client-facing logging on AVA faults/errors and no display for these faults/errors. We are happy to consider this for future development.
All AVA log files shall be uploaded to the central system as part of the normal data upload and download process.	Exception	There is currently no client-facing logging on AVA faults/errors and no display for these faults/errors. We are happy to consider this for future development.
The AVA system shall include an Automatic Gain Control (AGC) circuit to automatically and independently adjust internal volume levels depending on vehicle speed or ambient noise	Exception	The hardware that we deploy does have the ability to do this, but we override it with driver control of the AVA volume (within limits set by administrators)

<p>level. Each audio announcement played using AGC shall be played at a consistent volume determined by sampling the AGC immediately prior to playing the announcement.</p>		
<p>The minimum and maximum volumes for external announcements shall include parameter settings to automatically control volume based on:</p> <ul style="list-style-type: none"> o Geographic region; and o Time of day. <p>The system shall include a minimum of five (5) geographic region and time of day volume level settings for external announcements that can be configured by the City system administrator.</p>	Exception	GMV Syncromatics does not support this feature, but is happy to consider it for future development.
<p>The AVA system shall support both English and Spanish language messages.</p>	Partially Comply	GMV Syncromatics currently supports English text to speech announcements, and will support recorded audio for Spanish language messages by the date of System Acceptance. Spanish text to speech, or translation, will be considered for future development on our Product Development Roadmap.
<p>Contractor will work with SMART, or a consultant of SMART's choosing, to provide necessary materials for marketing and outreach.</p> <p>Marketing materials shall include:</p> <ul style="list-style-type: none"> Posters or poster designs; Channel cards; Content for press release and news articles; and Promotional products. 	Partially Comply	GMV Syncromatics is happy to provide support in the development of marketing materials, specifically written content and digital assets. We cannot commit to providing physical marketing materials such as posters, channel cards or promotional products.

EXHIBIT B – Detailed Pricing for Scope of Work – Base System & Annual Service Fees

Base System				
Fixed Route CAD/AVL				
LN	Item Description	Qty	Unit Cost	Subtotal
	Hardware, OpenMDT Plus	28	2,950	82,600
	Installation, OpenMDT Plus	28	775	21,700
	Vehicle and System Licenses, CAD/AVL	28	610	17,080
	Project Management, Training, Documentation, Travel and Unlimited Fo	1	39,900	39,900
Total, Capital				161,280

Automated Voice Annunciator				
LN	Item Description	Qty	Unit Cost	Subtotal
	Hardware, AVA System	28	2,150	60,200
	Installation, Per Bus, AVA	28	710	19,880
	Vehicle and System Licenses, Web Based AVA Controller	28	525	14,700
Total, Capital				94,780

Speaker Systems for AVA				
LN	Item Description	Qty	Unit Cost	Subtotal
	Hardware, Interior Speaker System for AVA	4	245	980
	Installation, interior Speaker System for AVA	4	825	3,300
	Hardware, Exterior Speaker System for AVA	20	350	7,000
	Installation, Exterior Speaker System for AVA	20	510	10,200
Total, Capital				21,480

Automatic Passenger Counting System				
LN	Item Description	Qty	Unit Cost	Subtotal
	Hardware, APC-200 - 2 Door Bus	10	3,945	39,450
	Hardware, APC-200 - 1 Door Bus	18	2,150	38,700
	Installation, Per Bus, APC	28	740	20,720
	Vehicle and System Licenses, APC	28	460	12,880
Total, Capital				111,750

VoiceCONNECT VOIP Radio System				
LN	Item Description	Qty	Unit Cost	Subtotal
Central System				
	System and Vehicle Licenses, VOIP System	28	440	12,320
	Labor, VOIP Coverage Testing	1	4,500	4,500
	Central System Workstation Accessories, Installation, and Configuration, per workstation	2	2,500	5,000
Per Bus				
	Hardware, VOIP Onboard Components (Handset, Audio Processing)	28	840	23,520
	Installation, VOIP	28	485	13,580
Total, Capital				58,920

Vehicle Network Gateway for Public WiFi				
LN	Item Description	Qty	Unit Cost	Subtotal
	Hardware, Network Gateway, for Passenger WiFi <i>-- Agency should expect to procure cellular data service directly to get the best deal on 4G broadband data. Estimated cost with govt discount is \$40/bus/mo. GMV Syncromatics will work with carrier to provision devices.</i>	28	2,125	59,500
	Installation, Per Bus, Vehicle Network Gateway	28	430	12,040
Total, Capital				71,540

Real Time Passenger Information				
LN	Item Description	Qty	Unit Cost	Subtotal
	Software, Real Time Passenger Information Suite <i>-- includes desktop and mobile web application at no charge -- Includes API for Arrival Predictions at no charge -- Includes GTFS-RT feed for integration with Transit App, Google Maps, Apple Maps at no charge</i>	1	-	-
	<i>- GTFS-RT and API for 3rd party sign integration included in base annual fees</i>	1	-	-
	Agency Branded Mobile Application (iOS + Android) Development	1	14,500	14,500
Total, Capital				14,500

Insights Plus - Custom Analytics				
LN	Item Description	Qty	Unit Cost	Subtotal
	System and Vehicle Licenses, Insights Plus	1	-	-
Total, Capital				-

Spare Hardware				
LN	Item Description	Qty	Unit Cost	Subtotal
	Hardware, OpenMDT Plus	1	2,950	2,950
Total, Capital				2,950

Paratransit Dispatch and Scheduling - Easy Rides				
LN	Item Description	Qty	Unit Cost	Subtotal
	Vehicle and System Licenses, Easy Rides Unlimited - Google Maps Integration - Service Area Mapping - Server Hosting - Automated Vehicle Location - Eletronic Driver Manifest Support - Client Credits - Web Ride Request - Complete Training Program - Custom Reports	1	5,200	5,200
	Vehicle and System Licenses, Easy Rides Electronic Driver Manifest	18	75	1,350
	Hardware, Consumer Tablet for Easy Rides Electronic Driver Manifest - Option for paratransit-dedicated vehicles - Can run Fixed Route application with VOIP as well	0	1,120	-
	Installation, Easy Rides Electronic Driver Manifest Tablet	0	610	-
Total, Capital				6,550

Total Base System	543,750
--------------------------	----------------

Annual Service Fees				
Base Service Fees - Fixed Route				
LN	Item Description	Qty	Unit Cost	Subtotal
	Annual Service Fee,, Software, Cloud-hosted CAD/AVL/RTPI --Unlimited 24x7 support -- Hands on dedicated account management -- Fully hosted and redundant systems -- Unlimited training -- API Support for Integrations, Google Maps, Apple Map, and Transit App	28	710	19,880
	Annual Service Fee, Easy Rides Electronic Driver Manifest	18	65	1,170
	Annual Service Fee, Cellular Data for Fixed Route Vehicles -- For VOIP and Public WiFi - Agency should expect to procure cellular data service directly to get the best deal on 4G broadband data. Estimated cost with govt discount is \$40/bus/mo. GMV Syncromatics will work with carrier to provision devices.	0	215	-
	Annual Service Fee, Automated Voice Annunciator	28	145	4,060
	Annual Service Fee, Automatic Passenger Counting	28	135	3,780
	Annual Service Fee, Public Wi-Fi	28	185	5,180
	Annual Service Fee, VoiceConnect VOIP Radio System	28	125	3,500
	Annual Service Fee, Insights Plus	1	4,500	4,500
	Annual Service Fee, Mobile Applications	1	2,850	2,850
	Annual Service Fee, Easy Rides Dispatch and Scheduling Software - Server Hosting - Unlimited Support & Training - Software Updates - Unlimited Custom Reports	1	5,400	5,400
Total per Year (Years 1-5)				50,320

EXHIBIT C – Milestone Schedule

	1	2	3	4	5	TOTALS
	System Licenses	Hardware Delivery	Installations	Notice of Completion	System Acceptance	
Deliverable	Executed Contract	All Hardware delivered on site in preparation for installations	Installations completed on at least 90% of vehicles	Installs completed on 100% of vehicles; System in use	Customer Acceptance Period complete	
Forecast Date	11/20/2020	2/1/2021	3/31/2021	4/15/2021	4/30/2021	
Gross Amount	\$ 63,530	\$ 233,963	\$ 193,883	\$ 42,400	\$ 113,673	\$ 647,448
Retention	\$ (6,353)	\$ (23,396)	\$ (19,388)	\$ (4,240)		\$ (53,378)
	10%					
Net Milestone	\$ 57,177	\$ 210,566	\$ 174,494	\$ 38,160	\$ 113,673	\$ 594,070
MS as % of Total Year 1	10%	35%	29%	6%	19%	

EXHIBIT D – SYSTEM ACCEPTANCE CHECKLIST



SYNCROMATICS ADDENDUM – Final System Acceptance Checklist

PURPOSE: This document serves to enumerate the items required for Syncromatics to achieve Final System Acceptance. It should be noted that partial payment will be invoiced as per the Milestone Schedule accompanying the contract; Final System Acceptance typically signifies the attainment of the Final Milestone and moves this contracted project from “Deployment” to “Active.” The Agency Project Manager is to initial each box, acknowledging acceptable completion of the item.

The following sections outline the acceptance of hardware deliverables:

CAD/AVL - MDT

- Syncromatics provided twenty-eight (28) Android Mobile Data Terminals
- Syncromatics provided twenty-eight (28) Docks/Mounts for the Mobile Data Terminals
- The twenty-eight (28) Mobile Data Terminals, Docks/Mounts and directly associated equipment have been delivered and/or installed in the mutually agreed upon location.
- Syncromatics provided one (1) spare Android Mobile Data Terminal

Automated Voice Annunciator System (AVAS)

- Syncromatics provided twenty-eight (28) Automated Voice Annunciator Systems
- The twenty-eight (28) Automated Voice Annunciator Systems are installed per the Syncromatics Field Team’s “best effort” and professional judgment
- Syncromatics provided four (4) interior speakers
- The four (4) interior speakers are installed per the Syncromatics Field Team’s “best effort” and professional judgment
- Syncromatics provided twenty (20) exterior speakers
- The twenty (20) exterior speakers are installed per the Syncromatics Field Team’s “best effort” and professional judgment

Automated Passenger Counting (APC) System

- Syncromatics provided IRIS Automatic Passenger Counting Equipment for twenty-eight (28) vehicles, ten (10) two-door vehicles and eighteen (18) one-door vehicles.
- The twenty-eight (28) Passenger Counting Systems are installed per the Syncromatics Field Team’s “best effort” and professional judgment

VoiceCONNECT VOIP Radio System

- Syncromatics provided twenty-eight (28) voice radio VOIP systems.
- The twenty-eight (28) VOIP systems are installed per the Syncromatics Field Team's "best effort" and professional judgment
- Syncromatics provided and installed two (2) Central System Workstation accessories

Vehicle Network Gateway for Public WiFi

- Syncromatics provided twenty-eight (28) Vehicle Network Gateways equipped with Agency-owned SIM cards
- The twenty-eight (28) Vehicle Network Gateway systems are installed per the Syncromatics Field Team's "best effort" and professional judgment
- Syncromatics has enabled Rider WiFi on twenty-eight (28) Vehicle Network Gateways

Syncromatics Provided Smartphone App and RTPI Features

- GMV Syncromatics has delivered an agency-branded Mobile Application and it is available for download in iOS and Android app stores.
- GMV Syncromatics has delivered the RTPI Suite, including desktop and mobile web application (portal), API key for third-party integrations, and GTFS-RT feed for third-party integrations.

The following section outlines the validated functionality of the above hardware via the Syncromatics software system, TRACK:

TRACK

- At the time of System Acceptance Testing, at least 90% of active vehicles equipped with Mobile Data Terminals are connecting and providing the TRACK system with vehicle positions.
- At the time of System Acceptance Testing, at least 90% of active vehicles, having received proper sign in information from the driver, servicing the route as drawn in the Track system, are providing accurate stop times when entering the Stop Zone.
- At the time of System Acceptance Testing, at least 90% of the vehicles recording accurate Stop Times are also providing accurate Arrival Predictions in Track and on Public Portals.
- The Daily Schedule Performance Page (DSP) is populating the validly acquired Stop Times.
- At the time of System Acceptance Testing, at least 90% of the Automated Voice Annunciator Systems installed are announcing the text validly input into TRACK when proper sign in and route servicing has been executed.
- At the time of System Acceptance Testing, at least 90% of the Automated Passenger Counting systems are accurately counting passengers with a 5% margin of error when proper vehicle sign in and route servicing has been executed.
- The Smartphone App displays the basic RTPI information promised, including routes, stop and arrival predictions.
- At the time of System Acceptance Testing, Insights Plus is available for custom analytics and displays data from proper sign in and route servicing.

The following section outlines the validated functionality of the Syncromatics software system, Easy Rides:

Easy Rides

- At the time of System Acceptance Testing, Easy Rides is fully configured with service area mapping complete and all vehicles, personnel, provided addresses and clients have been imported.
- At the time of System Acceptance Testing, all client Agents with a login to Easy Rides can log into the hosted server via Remote Desktop Connection and Easy Rides.
- At the time of System Acceptance Testing, any and all Agents can perform all tasks in the Easy Rides software needed (as designated by their set roles/permissions) for daily operations and as designed in the software. This includes things like adding or editing: Addresses, Clients, Trips, Subscriptions, Route Assignments, Day Schedules, Personnel, Vehicles, Custom List Items, etc..
- At the time of System Acceptance Testing, at least 95% of active vehicles equipped with tablets are connecting and providing the Easy Rides system with vehicle positions while drivers are logged in to an assigned manifest/route on the Today schedule.
- At the time of System Acceptance Testing, the two redundant URLs used by the Easy Rides Driver app (one active and one test or backup) shall be verified to be online and fully functional.

Definitions

- “Proper Sign In and Route Servicing” means the driver or dispatcher has assigned the vehicle and driver to a run, route, and/or trip, the sign in is received by the Syncromatics system, and the vehicle then services the route and the stops in the order, and upon the route path, as defined in the Track system.
- “Best effort” is defined as the effort which Syncromatics tries to satisfy the Customer request to the best of their ability while also weighing potential cost or time resources needed for completion and recognition that some aspects of the request may be beyond Syncromatics’ control. This is solely a Syncromatics decision as to the completion of the Customer request.

If any of the previously mentioned items are not completed upon review of the system, the Customer is asked to attach an addendum to this checklist that identifies the item that is not complete, and an explanation outlining why.



523 W 6th St, Suite 444, Los Angeles, CA 90014

SYNCROMATICS ADDENDUM – ITS AND SYSTEM STANDARDS

PURPOSE: All Intelligent Transportation Systems require certain inputs and oversight from drivers, dispatchers, and planners to function properly, and provide good data, reliable arrival predictions, and metrics that can be used by the agency to improve operations. This document is intended to provide a listing of the recommended standards for operations so that the Agency can plan accordingly and operate the ITS system for its maximum potential and benefit. Without adherence to minimum technology, personnel and oversight, Syncromatics cannot ensure the full effectiveness of the product and features promised.

The document is organized into sections intended to make it useable and easier for the Agency to focus on particular operational areas, personnel or IT requirements.

1. Personnel

- a. **FOR ALL PERSONNEL**, Syncromatics will provide comprehensive training and documentation, in person, and in written and video format, available to all users, at any time, to support consistent and informed use of all systems.
- b. **Planner** – the Syncromatics ITS system allows for the importing of schedule data for both routes and driver assignments with the goal of helping the Agency monitor and improve its operation. As such, the Agency will need to provide data to enable the building of routes and stops and to prepare and deliver a validly formatted schedule of service (in GTFS or XLS format). It is recommended that an experienced transit planner be employed or contracted by the Agency for planning and scheduling work, or to utilize the services of a specialist using transit scheduling software. On an ongoing basis, any updates to routes and schedules will also be the responsibility of the designated planner, or other responsible Agency personnel. If Syncromatics is providing sub-contracted scheduling services to the Agency as a part of this contract, it is still necessary for the Agency Planner to work with the scheduling subcontractor to create a database of stops, routes, and trips, and work with the scheduling provider to produce an export file ready to be imported into the Syncromatics TRACK system.
- c. **Dispatcher** – the Syncromatics TRACK system provides multiple tools to assist the Agency in monitoring vehicles and drivers in their daily operations. In order to ensure that routes and schedules are being serviced as planned, a dispatcher or other Agency personnel with sufficient computer skills is highly recommended to use the TRACK system in real time, during daily operations, to monitor the Syncromatics-provided dispatching tools for such things as: accurate driver sign ins, route and schedule performance, to receive and action system alerts provided by these various tools within the Syncromatics system. For systems without an in-bus MDT (driver interface) dispatchers will be required to create assignments prior to the start of service for all vehicles and drivers.

d. Drivers – For the Syncromatics system to properly capture and assign data for reporting purposes, the Agency must provide minimally technically proficient drivers who can enter on the MDT for their assignment the following: driver identification number, route, a run/paddle number, and (optionally) trip number for the service that they are going to begin. They must also sign out at the end of their service. If the Agency would like the driver to fulfill additional duties while in service such as sending messages, going on break, counting passengers, etc., even more technical agility may be required of the drivers.

e. Maintenance – while Syncromatics strives for a high level of hardware effectiveness, consistency and durability, cellular devices and in-bus equipment are at times prone to connectivity issues and physical damage due to the rugged nature of the transit environment. Syncromatics requires that on-site maintenance, IT, or support staff with sufficient computer skills be available for preliminary device troubleshooting in the event of such issues. The nature of these efforts will be limited to checking indicator lights, re-cycling power, and reporting the status of physical systems and wiring to our support team, who will then fully action all technical issues to resolution.

2. Computer Requirements

a. The Syncromatics TRACK system can work in many computing environments, but due to the large amount of data transfer required to operate the tools and reports available, for full effectiveness, Syncromatics has the following minimum recommended system requirements:

- i. Windows 7 or higher
- ii. Processor: 1 Ghz or faster
- iii. RAM: 2GB
- iv. Free Disk Space: 16 GB
- v. Internet Download Speed: 10Mbs minimum, 30Mbs preferred
- vi. Windows Chrome, Edge or Firefox web browsers.

3. Routes and Schedules

a. As explained in part above, the building blocks of a Fixed Route ITS system are routes and their corresponding schedules. After the initial deployment, it is the responsibility of the Agency to create and maintain routes and schedules. And, most importantly, for the TRACK system to be set up for proper operation, each trip on an imported schedule file must have a stop sequence that matches that of a route already drawn in the Syncromatics system.

b. Syncromatics provides a route editor tool in the TRACK system that will allow the Agency staff to draw and update route shapes and stop locations for initial setup and as changes are needed. Syncromatics will train the Agency staff on how to use this Route creator/editor. Syncromatics expects Agency personnel to be a part of drawing the routes and setting up stops the first time as part of their training so that they can action any necessary edits autonomously for system sustainability.

c. Syncromatics also provides a schedule validator and import tool. The Agency is responsible for creating a GTFS or XLS file of its scheduled services (with or without the services of a private or sub-contracted scheduling service provider), and the validator tool will allow the Agency to analyze the file for (1) Formatting Errors, (2) Internal Disagreements (situations where, for example, consecutive trips overlap each other), and (3) Route Mismatches (situations where trips in the schedule file do not have a stop sequence that matches a route drawn in the Syncromatics TRACK system). Once validated,

the schedule import tool will allow the agency to import and set the imported schedules to begin on any future date. Syncromatics will work closely with the Agency for this first import to ensure that the schedule format is correct and adheres to industry best practices, and that the Agency staff is well trained in the schedule importing process.

d. After the initial deployment, any updates to routes or schedules during this agreement become the responsibility of the Agency.

4. Vehicle Operations

a. It is required, and the Syncromatics TRACK system is built on a platform that assumes, that all vehicles perform all trips of all routes as they are drawn in the TRACK route management setup, following the sequence of stops shared by the routes and matching schedules. Only on this basis can the ITS system properly calculate reliable arrival predictions as well as provide alerts and/or reporting of exceptions like route deviations, schedule deviations, skipping stops, missed trips, etc.

i. Arrival Predictions: When a vehicle deviates from route, public arrival predictions for the off-route vehicle will be removed from the real-time passenger information list, and instead, scheduled bus times, rather than actual real time arrival times for the off-route vehicle will be provided. This is done to prevent unhappy riders who may be unknowingly awaiting a vehicle that has deviated and will never return to route to service their stop.

ii. Stop Times: When a vehicle deviates from route, it may also prevent the Syncromatics system from recording stop times. In order for the system to record a stop time at a given stop, a vehicle needs to be travelling on route when it services that stop. And, since Stop Times are the key building block of report information, deviations from route may prevent valid data from being collected by the Syncromatics system.

1. There are many tools that Syncromatics provides to assist agencies in dealing with off-route behavior, such as the concept of a manual “Stop Area,” which creates larger deviation areas for certain transfer and layover locations, and “On-Break” scenarios for drivers who deviate from route for layover, refueling, or shift change maneuvers, but the core model requires routes to be followed as drawn.

iii. Deadheads: When drivers sign in to the first trip of their service while still in a yard location, and must drive a considerable distance (> 1 mile) to the first stop of the first trip of their service, scheduled arrival predictions will be provided to passengers while the vehicle is performing that “deadhead” portion of service on its way to the first stop. Actual arrival predictions based on a real-time ETA will not be provided, because there is no route upon which the vehicle is traveling, and therefore no prediction of travel time can be provided.

iv. Passenger Counts: Valid driver assignments and proper servicing of the route, as drawn, are also required for accurate passenger counting reports in the Syncromatics TRACK system. Syncromatics will always count passengers that board and alight the vehicle, however, if the vehicle has deviated from route, or if there is no assignment information at all, passenger counts will be assigned to an “unknown stop” category. This will allow the Agency to retain all counting

statistics and improve operations in areas where drivers are deviating from route, not signing in, or picking up passengers in locations where they should not be.

5. Reports

a. Syncromatics' TRACK reports are designed both to (1) provide valuable analytical insights into the performance of the Agency's transit system and (2) provide insights into where the Agency, or its drivers and staff, are not operating as designed. Thus, at times, missing data from certain reports is not necessarily the result of a failure in the Syncromatics system, but instead an indicator of improper or incomplete service on the part of the Agency. The following is a notable example:

i. The Daily Schedule Performance (DSP) is a key reporting page used by many Agencies to track On Time Performance (OTP). Every scheduled trip in an Agency's daily service will be listed in the DSP with schedule stop times for each stop (or timepoint), for each trip. As vehicles perform their trips throughout the day, actual service times for each stop will populate beside the scheduled time in the DSP, and the stop will be color-coded as "Early," "On time," or "Late," depending on parameters set by the Agency, as well as the calculated time of deviation. In order for data to arrive on the DSP, there must be (1) Properly working and connected vehicle equipment, (2) a valid driver assignment, and (3) vehicles following the route and its stops, as drawn, in proper sequence. If these requirements are not met, the DSP may not load data, show only partial data or a message of either "Missed Trip" or "No Assignment" will appear. This does not mean that the Syncromatics system is not working. In fact, the Syncromatics DSP, by not recording data exactly as expected, is showing the dispatch and operations team where vehicle equipment is failing, drivers are not signing in as directed, or where drivers are not servicing the route or its stops as drawn. Syncromatics has, in this respect, designed the tool to provide valuable operational benefit from such missing data, and will provide training to the Agency staff in how to utilize this tool to improve operational efficiency and to ensure the reliability of hardware themselves, without the need to just open a technical support ticket.

6. Integrations

a. If Syncromatics is integrating with a pre-existing sub-system on your vehicles, it is the responsibility of the Agency to ensure that the sub-system is working effectively prior to the Syncromatics integration, and it is the sole responsibility of the Agency to maintain the effective operability of those systems not installed by Syncromatics. For example,

i. If the Agency has a pre-existing Automatic Passenger Counter (APC) system, it is expected that the APC system will be in working order, calibrated correctly, and accurately counting passengers, and Syncromatics will require evidence of this accuracy and effectiveness prior to integration. Syncromatics' responsibility to integrate with such equipment extends only to retrieving the counts provided by that system and displaying those counts in the TRACK software management portal. Should the accuracy of those counts come into question, it will be the responsibility of the Agency to show that the equipment was providing accurate data prior to the integration.

- ii. Similarly, if the agency is using the Syncromatics Automatic Vehicle Announcement System (AVAS), it is understood that any microphones, and radios running into the AVAS system, and any internal or external speakers already installed on the vehicle are in working order and will be maintained by the Agency.
- iii. This is not an exhaustive list, but merely two frequently encountered examples.

b. As it pertains to head signs/destination signs, fare boxes or other peripheral devices that require a sign in code, Syncromatics will configure the system to allow a single point of sign on, but it is the responsibility of the Agency to ensure that schedules, route names, and sign in codes are all provided consistently across all systems to ensure a seamless deployment of these integrations. Syncromatics will provide details on this in Kick Off and Training.

7. Timeline

- a. All proposed timelines for this deployment are based on the final date of contracting or official notice to proceed. Any change in the date of reaching a final agreement or receiving a final notice to proceed may result in comparable or possibly greater delays in each proposed phase of the deployment and system launch.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: February 18, 2021	Subject: Resolution No. 2879 Purchase of a CUES Closed Circuit TV (CCTV) Inspection System and Vehicle Staff Member: Martin Montalvo, Public Works Ops. Manager Department: Public Works	
Action Required	Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt the Consent Agenda.		
Recommended Language for Motion: I move to approve the Consent Agenda.		
Project / Issue Relates To: Expand and Maintain High Quality Infrastructure and Stewardship of the Environment and Natural Resources		
<input checked="" type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

Staff is seeking Council approval for the purchase of a Closed Circuit TV Inspection system and vehicle to inspect the City's underground infrastructure.

Resolution No. 2879 Staff Report

Page 1 of 3

EXECUTIVE SUMMARY:

This agenda item approves the purchase contract with Cues Northwest for the acquisition of a Closed Circuit Television System and vehicle for inspecting the City’s underground infrastructure. City Council previously approved the associated budget amendment for this asset on January 21, 2021.

The City’s current underground infrastructure includes 88.2 miles of sanitary sewer collection mains and an additional 80.9 miles of stormwater collection mains.

The City is required by both its National Pollutant Discharge Elimination System (NPDES) and its Municipal Separate Storm Sewer System (MS4) permit to inspect portions its underground infrastructure annually.

CCTV inspection is the industry accepted best management practice for inspecting critical underground infrastructure. The attached quote details a purchase price of \$126,569.00, utilizing a national purchasing contract on which the City is a signatory. The national purchasing agreement complies with the City’s and the State of Oregon’s purchasing requirements.

EXPECTED RESULTS: With the acquisition of this equipment, the City will have the ability to inspect underground sanitary and stormwater infrastructure on a systematic basis which meets State permit requirements.

TIMELINE:

Upon Council approval, an order will be placed immediately. The lead-time for this equipment is estimated at nine weeks months and delivery is expected in the spring of 2021.

CURRENT YEAR BUDGET IMPACTS:

The purchase can be accommodated within the existing FY20/21 Operational funds with the following transfers to Capital Equipment:

Sewer Operating Funds	\$88,599.00
Stormwater Operating Funds	\$37,970.00

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 2/10/2021

LEGAL REVIEW / COMMENT:

Reviewed by: JRA Date: 2/8/2021

COMMUNITY INVOLVEMENT PROCESS:

None

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

The purchase will assure the City is adequately maintaining and inspecting its underground assets and assures compliance with the City’s existing state permits.

ALTERNATIVES:

The City can continue to contract the work for an annual expenditure of approximately \$130,000. Rental opportunities are limited within the area with several cost and operational limitations.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 2879
 - A. Purchase Contract

RESOLUTION NO. 2879

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE PURCHASE OF A CLOSED CIRCUIT TV (CCTV) INSPECTION EQUIPMENT AND VEHICLE.

WHEREAS, City Council has adopted the goal to expand and maintain high quality infrastructure; and

WHEREAS, City Council has adopted the goal to serve as stewards to the environment and natural resources; and

WHEREAS, the City's National Pollutant Discharge Elimination System (NPDES) permit and its Municipal Separate Storm Sewer System (MS4) permit both require the routine inspection of the City's underground infrastructure; and

WHEREAS, CCTV Inspection is considered the industry accepted Best Management Practice for conducting these inspections; and

WHEREAS, CUES, Inc submitted a quote that complies with the Houston Galveston Area Council of Governments (HGAC) cooperative pricing agreement, to which the City of Wilsonville is a member; and

WHEREAS, the quote received complies with the State of Oregon Procurement Rules as set forth in ORS 279A.220; and

WHEREAS, the City Council has duly appointed itself as the Local Contract Review Board, and acting as the Local Contract Review Board, is authorized to award the purchase contract in accordance with State requirements as recommended by staff.

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

1. The City Council, acting as the Local Contract Review Board, finds and concludes:
 - a. The recitals of findings above are incorporated by reference herein; and
 - b. The proposal by Cues, Inc. is deemed the preferred responsible/responsive bid and is in the best interest of the City.

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 Goods and Services Contract with Cues, Inc., in a form substantially similar to **Exhibit A** attached hereto, for a fixed amount of \$126,569 for the purchase of a CCTV Inspection Equipment and Vehicle.
3. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 18th day of February 2021, and filed with the Wilsonville City Recorder this date.

Julie Fitzgerald, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

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

Attachment:

- A. Purchase Contract

**CITY OF WILSONVILLE
GOODS AND SERVICES CONTRACT**

This Goods and Services Contract (“Contract”) for the CCTV Inspection Equipment Project (“Project”) is made and entered into on this ____ day of _____ 2021 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Cues, Inc.**, a corporation of Delaware (hereinafter referred to as “Supplier”).

RECITALS

WHEREAS, the City wishes to purchase equipment that Supplier is capable of providing, under terms and conditions hereinafter described; and

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

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

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

AGREEMENT

Section 1. Goods Purchased

Supplier will supply the new equipment described on the Quotation, attached hereto as **Exhibit A** and incorporated by reference herein (“Equipment”).

Section 2. Equipment Price and Delivery Date

The price of the Equipment is ONE HUNDRED TWENTY-SIX THOUSAND FIVE HUNDRED SIXTY-NINE DOLLARS (\$126,569), as shown on **Exhibit A**, and includes delivery to 30000 SW Town Center Loop, Wilsonville, Oregon 97070 (“Delivery Location”). Sale shall occur upon inspection of the Equipment and acceptance of delivery at the Delivery Location. The City will pay Supplier in full within 30 days of receipt and acceptance of delivery of the Equipment. Supplier will schedule a date and time for delivery. Delivery must occur on or before April 30, 2021.

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

Section 3. City's Project Manager

The City's Project Manager is Martin Montalvo. The City shall give Supplier prompt written notice of any re-designation of its Project Manager.

Section 4. Supplier's Project Manager

Supplier's Project Manager is Gillian Wilson. In the event that Supplier's Project Manager is changed, Supplier shall give the City prompt written notification of such re-designation.

Section 5. Subcontractors and Assignments

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

Section 6. Supplier Is Independent Contractor

Except as otherwise mandated by state law, the performance of services under this Contract is at Supplier's sole risk. All damages or loss to equipment or materials incurred during the performance of the services shall be at Supplier's sole risk. Supplier is an independent contractor for all purposes and shall be entitled to no compensation other than the Contract Sum provided for under **Section 2** of this Contract. Supplier will be solely responsible for determining the manner and means of accomplishing the end result of Supplier'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 Supplier's services so such services meet the requirements of the Project.

Section 7. Supplier's Responsibilities

7.1. Supplier must comply with all applicable Oregon and federal wage and hour laws. Supplier shall make all required workers compensation and medical care payments on time. Supplier 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. Supplier shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Supplier shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

7.2. No person shall be discriminated against by Supplier in the performance of this Contract on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Contract, in whole or in part, by the City. Supplier 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, Supplier 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.

7.3. Supplier shall make payment promptly, as due, to all parties supplying to such Supplier labor or material for the prosecution of the services provided for in the Contract.

7.4. Supplier 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 Supplier, of all sums which Supplier 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.

7.5. With certain exceptions listed below, Supplier 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:

7.5.1. 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

7.5.2. 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

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

7.6. Supplier must give notice to employees who work on a public contract, in writing, either at the time of hire or before commencement of services 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.

7.7. The hourly rate of wage to be paid by any Supplier 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.

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

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

7.10. Supplier shall be liable for any fine imposed against Supplier, the City or the ‘Project’ as a result of a violation of any laws or permitting requirements by Supplier or any suppliers.

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

Section 8. Indemnity

8.1. Indemnification. Supplier 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 Supplier’s negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Contract, or from Supplier’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 services performed, prepared, or submitted by Supplier 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 Supplier 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 Supplier’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 8.2.** Supplier 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 Supplier. As used herein, the term “Supplier” applies to Supplier and its own agents, employees, and suppliers.

8.2. Standard of Care. In the performance of the services, Supplier agrees to use at least that degree of care and skill exercised under similar circumstances by reputable members of

Supplier's profession practicing in the Portland metropolitan area. Supplier will re-perform any services not meeting this standard without additional compensation. Supplier'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 Supplier's failure to perform in accordance with the applicable standard of care of this Contract and within the prescribed timeframe.

Section 9. Warranty

9.1. In addition to, and not in lieu of, any other warranties provided by various manufacturers and suppliers, Supplier fully warrants all Equipment and materials for a period of one (1) year from the date of Final Acceptance of the Equipment 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 Equipment or materials occurring within one (1) year following the date of completion due to faulty or inadequate materials or workmanship. The one (1) year warranty period shall, with relation to such required repair, be extended one (1) year from the date of completion of such repair.

9.2. Supplier shall provide the City's Project Manager with copies of all manufacturers' warranties for the CCTV Inspection Equipment. Supplier hereby represents that Supplier will promptly and thoroughly perform all warranty work. Supplier agrees to provide full warranty for labor and materials for all Equipment delivered to the City for a length of time not less than the manufacturer warranty for the specific Equipment. The full warranties are as follows: All CCTV Inspection Equipment is warranted for one year from the date of purchase. The vehicle is warranted through the vehicle manufacturer's warranty through the appropriate dealership. All warranties are from the date of delivery and acceptance by the City and are in addition to, and not in lieu of, any other warranties provided by various manufacturers.

9.3. Supplier warrants to the City that any materials and Equipment furnished under this Contract will be new and of good quality, unless otherwise required or permitted by this Contract, that the Equipment will be free from defects, and that the Equipment will conform to the requirements of this Contract. Equipment not conforming to these requirements, including substitutions not properly approved and authorized in writing by the City, may be considered defective.

Section 10. Early Termination; Default

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

10.1.1. By mutual written consent of the parties;

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

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

10.2. If the City terminates this Contract in whole or in part, due to default or failure of Supplier to perform services in accordance with the Contract, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Supplier shall be liable for all costs and damages incurred by the City as a result of the default by Supplier, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Contract. This Contract shall be in full force to the extent not terminated by written notice from the City to Supplier. In the event of a default, the City will provide Supplier with written notice of the default and a period of three (3) days to cure the default. If Supplier notifies the City that it cannot, in good faith, do so within the three (3) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Contract and seek remedies for the default, as provided above.

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

10.4. Termination under any provision of this **Section 10** shall not affect any right, obligation, or liability of Supplier or the City that accrued prior to such termination. Supplier shall surrender to the City items of work or portions thereof, for which Supplier has received payment or the City has made payment.

Section 11. Contract Modification; Change Orders

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

Section 12. Notices

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

To City: City of Wilsonville
 Attn: Martin Montalvo
 29799 SW Town Center Loop East
 Wilsonville, OR 97070

To Supplier: Cues, Inc.
 Attn: Gillian Wilson
 3600 Rio Vista Avenue
 Orlando, FL 32805

Section 13. Miscellaneous Provisions

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

13.2. 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.

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

13.4. Adherence to Law. This Contract shall be subject to, and Supplier 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 Supplier is required by law to obtain or maintain in order to provide the Equipment described in this Contract shall be obtained and maintained throughout the term of this Contract.

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

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

13.7. 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.

13.8. 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.

13.9. 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.

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

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

13.12. 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.

13.13. 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.

13.14. 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.

13.15. 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.”

13.16. 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.

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

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

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

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

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

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

SUPPLIER:

CUES, INC.

By: _____

Print Name: _____

As Its: _____

Employer I.D. No. _____

CITY:

CITY OF WILSONVILLE

By: _____

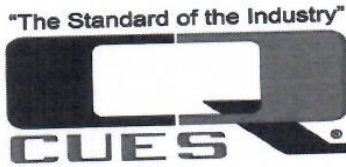
Print Name: _____

As Its: _____

APPROVED AS TO FORM:

Ryan Adams, Assistant City Attorney
City of Wilsonville, Oregon

k:\dir\cctv\equipment purchase\doc\gsk cctv equip purchase--cues (bj:ra^).docx



CUES

October 21, 2020

Martin Montalvo
Wilsonville, OR City of
30000 SW Town Center Loop East
Wilsonville, OR 97070

RE: Cues Portable mainline

Dear Martin,

Here is the pricing information you requested for purchasing a small Cues CCTV van.

Cues CCTV van

- Ford Transit Connect
- Operator desk
- Flooring
- OZ2 camera
- Ultra Shorty 21 tracked transporter
- Extensions for up 6"-24" pipe
- K2 PCU with monitor built in
- Wireless controller with spare wired controller
- Power reel with 1,000' cable
- Test cable
- Laptop computer with Gnet Basic software
- Mount for reel
- Poles, rollers, cable guides
- Delivery
- 1 day training

Total	\$128,968
Discounted total	\$101,780

Add:

Compact Pipe Ranger for 6"-15" pipe and spacers (CPR)
 OZ3 camera in lieu of OZ2 - no charge
 Adapter tube for OZ 3 use in US21 MZ 323-2 and MZ 341 \$2,200
 12/5/4 adapter 1650120

Total	\$17,943
Grand Total on HGAC SC01-18	\$119,723

Optional for CPR for pipes 15"-24"	
Pneumatic tire for CPR	\$1,000
Power lift for CPR	\$5,846

Total with Optional Items	\$126,569.00
----------------------------------	---------------------

Warranty: All CCTV Inspection Equipment is warrantied for one year from the date of purchase. The vehicle is warrantied through the vehicle manufacturer's warranty through the appropriate dealership.

Specifications For: Wilsonville (OR)

- 1 2021 GAS FORD CONNECT XL CHASSIS WITH REAR LIFT GATE**
- 1 TINTING ON REAR LIFT GATE WINDOW**
- 1 SMALL DESKTOP AND CHAIR FOR OPERATOR**
- 1 P&T ZOOM M/C LED CAMERA**
 - 1 Solid State Color Sewer TV Camera
 - 1 Pan & Rotate Camera Head, 40:1 Zoom Ratio, 10x Optical Zoom, 4x Digital Zoom
 - 1 NTSC Color Standard with 4x Light Integration
 - 1 4 x 5W Cluster LED's for 6" through 72" lines
 - 1 Camera Transportation and Storage Case
- 1 21" TRAC TRANSPORTER M/C TO INCLUDE:**
 - 1 6" Trac Transporter with Freewheel and Powered Reverse
 - 1 Y Eliminator
- 1 8"-15" EXTENDERS FOR 21" TRAC TRANSPORTER**
- 1 SPARE PARTS KIT FOR TRAC TRANSPORTER TO INCLUDE:**
 - 1 Additional Chain Links And Rubber Cleats
- 1 12/5/4 ADAPTER CABLE**
- 1 CUSTOMER SUPPLIED HONDA 2200 GENERATOR**
- 1 SLIDE-OUT TRAY FOR HONDA 2200 GENERATOR, INSTALLED**
- 1 PCU ASSEMBLY, NTSC**

Combination Color Camera Control System / Monitor (110 VAC or 220 VAC, 50 Hz or 60 Hz, NTSC or PAL)

 - 1 Mounted in Transportation Cabinet
 - 1 10" Flat Screen Monitor & Set of Connecting Jacks for Video In and Video Out
 - 1 Integral Data Display System to Include:
 - 1 Alpha Numeric Information Display & Multi Paging and Defect Coding
 - 1 Remote "QWERTY" Keyboard
- 1 TEST CABLE**
- 1 WIRED USB CONTROLLER**
 - 1 Joystick Control for Pan and Tilt Zoom Camera to Include:
 - 1 360 Degree Rotate
 - 1 330 Degree Optical Pan
 - 1 Joystick Control for All Steering Functions & Forward / Reverse Directions for Transporter
 - 1 Camera Lift Control for Optional Electronic Camera Lift
 - 1 All Other Controls for Camera to Include:

- 1 Camera Iris and Focus Override & Zoom
- 1 Camera Lights & Shutter Control for Light Enhancement
- 1 Camera Diagnostics & Auto Home
- 1 Cruise Control to Set Speed of the Transporter for Hands Off Operation
- 1 All Reel Controls to Include: Retrieve, Release, and Variable Speed [Excluding Dolly Systems]

1 WIRELESS CONTROLLER

- 1 Joystick Control for Pan and Tilt Zoom Camera to Include:
 - 1 360 Degree Rotate
 - 1 330 Degree Optical Pan
- 1 Joystick Control for All Steering Functions & Forward / Reverse Directions for Transporter
- 1 Camera Lift Control for Optional Electronic Camera Lift
- 1 All Other Controls for Camera to Include:
 - 1 Camera Iris and Focus Override & Zoom
 - 1 Camera Lights & Shutter Control for Light Enhancement
 - 1 Camera Diagnostics & Auto Home
- 1 Cruise Control to Set Speed of the Transporter for Hands Off Operation
- 1 All Reel Controls to Include: Retrieve, Release, and Variable Speed [Excluding Dolly Systems]

1 1000' CABLE ASSEMBLY, M/C 12PIN METAL

- 1 1000'Gold Multi Conductor Kevlar Fiber Armored Combination TV Transmission / Tow Cable
- 1 .450 Diameter
- 1 Metal Splice Chamber with Pigtail
- 1 Cable Strain Relief

1 WHEELED DOLLY, 110V TO INCLUDE:

- 1 Electric Motor Rewind
- 1 Hand Crank
- 1 Automatic Levelwind
- 1 Electronic Footage Meter
- 1 Electric Clutch

1 REMOTE HAND CONTROLLER WITH 26' UMBILICAL FOR DOLLY WITH CLUTCH

1 CABLE 16'-CONTROL UNIT TO DOLLY

1 PCU ENCLOSURE FOR DOLLY TO INCLUDE

- 1 Gooseneck Microphone
- 1 Mini Keyboard
- 1 Power Cable

1 LAPTOP COMPUTER WITH DATA COLLECTION SOFTWARE * **

- 1 Dell Mobile Precision 3551
- 1 Intel Core i7-10850H 6 Core, 2.7-5.1GHz
- 1 Windows 10 Pro 64
- 1 16GB DDR4 2933MHz RAM
- 1 256GB m.2 SSD OS drive
- 1 1TB 7200RPM Sata HDD Data Drive
- 1 Qualcomm 802.11AC Dual Band Wifi w/ Bluetooth 4.2
- 1 15.6"HD Anti-Glare Non-Touch display
- 1 GraniteNet Basic Software

*Spec for computers can change without notice

**International Configuration may vary to comply with the U.S. Department of Commerce, Bureau

of Industry & Security regulations on export of technology

1 GraniteNet BASIC SUPPORT PLAN

- 1 ALL NECESSARY CABLING AND COMPONENTS TO COMPLETE THE INTERFACE BETWEEN THE DATA ACQUISITION SYSTEM, PERIPHERALS, AND THE VIDEO INSPECTION EQUIPMENT**
- 2 FASTENER PIN FOR DOLLY TRUCK MOUNT**
- 1 SUPPORT FOR DOLLY, TRUCK MOUNT**
- 1 MANHOLE TOP ROLLER ASSEMBLY, TV ONLY**
- 1 TIGER TAIL**
- 5 POLE ASSY,RETRIEVAL/DOWNHOLE TL,58"**
- 1 RETRIEVAL HOOK**
- 1 TRAINING, ON-SITE (TWO DAYS)**
- 1 1 TRUCK DELIVERY-OREGON**

**OPTIONAL ITEMS
[NOT INCLUDED IN BASE QUOTE]**

- 1 IN LIEU OF US21 PACKAGE - CPR TRANSPORTER W/ OZIII CAMERA, 6"-15" RUBBER WHEELS (Optional)**



**CITY COUNCIL MEETING
STAFF REPORT**

<p>Meeting Date: February 18, 2021</p>	<p>Subject: Resolution No. 2880 Authorizing the City Manager to Execute a First Amendment to the Agreement for Provision of Preliminary Engineering Services in Connection with Grade Crossing Improvements with Portland & Western Railroad for Phase II - Preliminary Engineering and Construction Engineering Inspection services for the 5th Street railroad crossing work associated with the 5th Street / Kinsman Road Extension project (Capital Improvement Project No. 1139, 2099, & 4196)</p> <p>Staff Member: Zachary Weigel, P.E. Capital Projects Engineering Manager</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 that 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: A.2. Complete the preliminary work necessary to solicit bids on Phase 1 of the Boones Ferry/Brown Road project (Old Town Escape – 5th to Kinsman project) </p>	<p> <input checked="" type="checkbox"/> Adopted Master Plan(s): Transportation System Plan Project RE-04 </p>	<p><input type="checkbox"/> Not Applicable</p>

ISSUE BEFORE COUNCIL:

A City of Wilsonville Resolution approving a First Amendment to the Agreement for Provision of Preliminary Engineering Services in Connection with Grade Crossing Improvements with Portland & Western Railroad in the amount of \$146,342.00 for Phase II – Preliminary Engineering and Construction Engineering Inspection for the 5th Street railroad crossing work associated with the 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 2020) 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 upgraded railroad crossing at 5th Street, and extension of sanitary and water mains.

Design and construction of the 5th Street railroad crossing as part of the Project requires the City enter into agreement with Portland & Western Railroad (Railroad). The Railroad hires their own engineer and contractor to design and construct the railroad crossing improvements in coordination with the Project. The City reimburses the Railroad for all coordination, design and construction costs associated with the railroad crossing improvements.

On June 16, 2017, the City entered into an Agreement for Provision of Preliminary Engineering Services in Connection with Grade Crossing Improvements (Agreement) with the Railroad for preliminary engineering design of the 5th Street railroad crossing as part of the Project.

Now that the Phase 1 – Preliminary Engineering work is complete, the scope of work for the Phase II- Preliminary Engineering and Construction Engineering Inspection has been developed and the cost determined. An amendment to the Railroad Agreement is necessary to add this work to the contract. Upon completion of the Phase II design work, further contract amendments with the Railroad for railroad crossing construction is anticipated.

EXPECTED RESULTS:

Portland and Western Railroad will provide engineered design plans for the 5th Street railroad crossing improvements in coordination with the 5th Street / Kinsman Road Extension project.

TIMELINE:

Design of 5th Street railroad crossing improvements is anticipated to be complete and ready for construction in third quarter of 2022, in coordination with construction of the 5th Street / Kinsman Road Extension project.

CURRENT YEAR BUDGET IMPACTS:

The water portion, Project #1139 is funded through water system development charges (SDC). The amended FY20/21 budget includes \$1,895,795 for design, property acquisition, construction, contract administration, and overhead for the portion of work related to the water system. The water portion of the First Amendment to the Agreement is estimated at \$15,804.94, within the budgeted amount for the Project.

The sewer portion, Project #2099 is funded through sewer SDCs. The amended FY20/21 budget includes \$3,513,426 for design, property acquisition, construction, contract administration, and overhead for the portion of work related to the sewer system. The sewer portion of the First Amendment to the Agreement is estimated at \$31,609.87, within the budgeted amount for the Project.

The street portion, Project #4196 is funded through Year 2000 Urban Renewal funds. The amended FY20/21 budget includes \$7,055,473 for design, property acquisition, construction, contract administration, and overhead for the portion of work related to the street system. The street portion of the First Amendment to the Agreement is estimated at \$98,927.19, within the budgeted amount for the Project.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 2/5/2021

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 2/12/2021

The City is at the mercy of the railroad with respect to work done within the railroad crossing area on projects like 5th to Kinsman.

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 / Kinsman Road Extension project, engagement of the community 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.

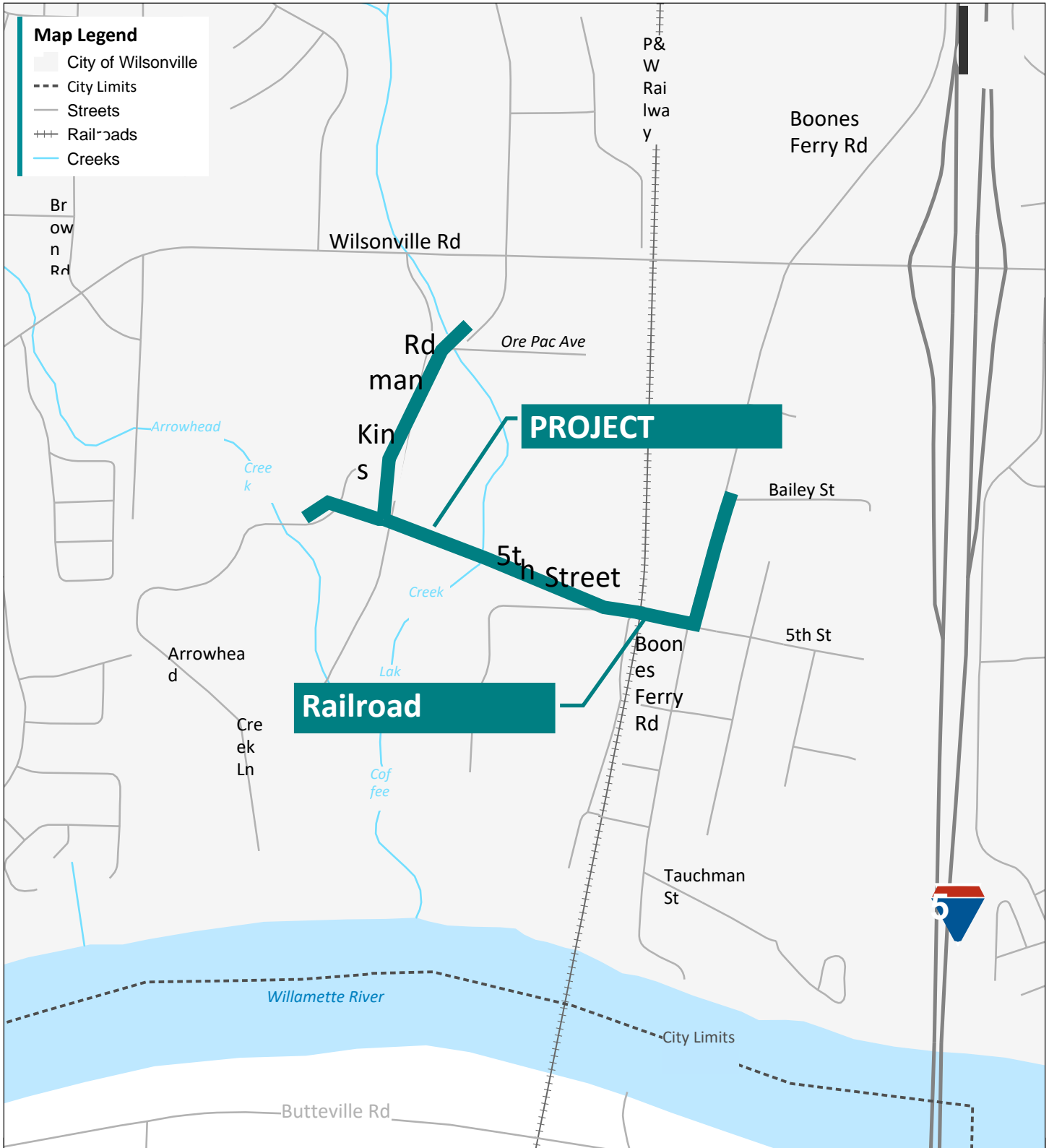
The 5th Street railroad crossing must be improved to current design standards as part of the 5th Street and Kinsman Road extension. Design and construction of the railroad crossing must be completed in accordance with Portland and Western Railroad requirements.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Project Location Map
2. Resolution No. 2880
 - A. Amendment No. 1 – Agreement for Provision of Preliminary Engineering Services in Connection with Grade Crossing Improvements.



5th Street / Kinsman Road Extension Project 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.



RESOLUTION NO. 2880

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT FOR PROVISION OF PRELIMINARY ENGINEERING SERVICES IN CONNECTION WITH GRADE CROSSING IMPROVEMENTS WITH PORTLAND & WESTERN RAILROAD FOR PHASE II – PRELIMINARY ENGINEERING AND CONSTRUCTION ENGINEERING INSPECTION SERVICES FOR THE 5TH STREET RAILROAD CROSSING WORK ASSOCIATED WITH THE 5TH STREET / KINSMAN ROAD EXTENSION PROJECT.

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

WHEREAS, the extension of 5th Street and Kinsman Road as part of the Project necessitate safety and regulatory improvement of the 5th Street railroad crossing; and

WHEREAS, the 5th Street railroad crossing is under the jurisdiction of Portland & Western Railroad (Railroad) and subject to Railroad design and construction requirements; and

WHEREAS, the City entered into an Agreement for Provision of Preliminary Engineering Services in Connection with Grade Crossing Improvements (Agreement) with Portland & Western Railroad for Phase 1 – Preliminary Engineering of the 5th Street railroad crossing as part of the Project; and

WHEREAS, the Railroad performed and completed Phase 1 services to the satisfaction of the City.

WHEREAS, the City desires to amend the Agreement with the Railroad to perform Phase II – Preliminary Engineering and Construction Engineering Inspection services for the 5th Street railroad crossing as part of the Project; and

WHEREAS, completion of the Phase II services will allow for coordinated construction between the Project and the 5th Street railroad crossing.

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

Section 1. 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 First Amendment to the Agreement for Provision of Preliminary

Engineering Services in Connection with Grade Crossing Improvements with Portland & Western Railroad for a not to exceed amount of \$146,342.00, which is substantially similar to **Exhibit A** attached hereto.

Section 2 In order to allow future minor agreement amendments, if needed, to occur without having to come back to City Council, the authorized Agreement total is hereby adjusted to up to \$263,743.00, allowing for continued Contracting Agency approval of agreement amendments that exceed this adjusted amount by fifteen percent (15%) in accordance with City Code requirements.

Section 3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 18th day of February 2021, and filed with the Wilsonville City Recorder this date.

JULIE FITZGERALD, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBITS:

- A. Amendment No. 1 – Agreement for Provision of Preliminary Engineering Services in Connection with Grade Crossing Improvements.

**AMENDMENT NO. 1
AGREEMENT FOR PROVISION OF PRELIMINARY ENGINEERING SERVICES
IN CONNECTION WITH GRADE CROSSING IMPROVEMENTS**

PORTLAND & WESTERN RAILROAD, INC., a New York corporation (hereinafter "**Railway**"), and the City of Wilsonville, a political division of the State of Oregon (hereinafter "**Roadway Authority**"), entered into an agreement on June 16, 2017 (the "Original Agreement"). Said Original Agreement covers the preliminary engineering services in connection with alteration of the 5th St. crossing (hereinafter "Crossings") of the Railway's tracks near Railroad's station of Wilsonville, Oregon Electric District near Wilsonville, Oregon.

1. **Railway** and **Roadway Authority** hereby agree that the Original Agreement shall be amended to add the following Exhibit A2, for the Preliminary Engineering costs for the project, pursuant to Section 1.3 of the Original Agreement:

"EXHIBIT A2"

The **Roadway Authority** authorizes \$146,342 for Railway and/or Railway's Consulting Engineer to continue as further described in Sections 1.3 and 2.1 herein. The term noted in Section 4 shall be extended to December 31, 2023. Except as modified, amended or supplemented herein, the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective the day and year first set forth above.

PORTLAND & WESTERN RAILROAD, INC.

CITY OF WILSONVILLE

By: _____

By: _____

CHRISTOPHER NAGLE
Assistant Treasurer

[PRINTED NAME]

[TITLE]

EXHIBIT A2



Estimate No.: 058317F - 12/2/20

PORTLAND AND WESTERN RAILROAD (PNWR)
 WILSONVILLE (CLACKAMAS), OREGON - 5th Street

DOT#: 058317F
 RR MP.: 42.97

(WESTERN) Region
 Subdivision

RAILROAD #: 17PWRR43R
 XORAIL#: 105476

Summary

CROSSING WARNING SYSTEM	_____	TBD
(Includes all design, requisition, labor, materials, shop wiring, and installation)		
CROSSING SURFACE/RESURFACE	_____	TBD
(Includes all design, requisition, labor, materials, and installation)		
TRACK GRADE AND REHABILITATION	_____	In Surface
(Includes all design, requisition, labor, materials, and installation)		
PRELIMINARY ENGINEERING (Phase 1)	_____	\$4,000.00 *(\$4,000)
(Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)		
AGREEMENTS & APPROVALS (Phase 2)	_____	\$6,253.00
(Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)		
CONSTRUCTION ENGINEERING (Phase 3)	_____	\$5,089.00
(Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)		
CROSSING CONTROL CIRCUIT DESIGN (Phase 1)	_____	\$86,000.00 *(\$12,000)
CIVIL / STRUCTURAL ENGINEERING (Phase 1)	_____	\$67,000.00 *(\$67,000)
(Includes Costs For Services Provided by Wiser Rail Engineering)		
CONSTRUCTION ENGINEERING INSPECTION	_____	\$32,000.00
(Includes Costs For Services Provided by Wiser Rail Engineering)		
PRELIMINARY ENGINEERING (Phase 2)	_____	\$24,000.00
CIVIL / STRUCTURAL ENGINEERING (Phase 2)	_____	\$0.00
(Includes Costs For Services Provided by Wiser Rail Engineering)		
RIGHT OF ENTRY FEE	_____	\$0.00
(Right of Entry Fee of \$1,500 is valid for 60 days, after 60 days, additional fees of \$750 per 30 days are required.)		
FLAGGING SERVICES	_____	\$0.00
(Estimated Flagging Services cost based on 0 days @ \$1050 per day)		
AC POWER SERVICE	_____	\$0.00
(Includes all Power Service Charges not included in other costs)		
OTHER: PNWR Office Engineering (\$1500) and 15% contingency (tbd)	_____	\$5,000.00
*Funds previously paid under the PE Agreement prior to signal re-design requirement; previously paid amount shown in paranthesis		
TOTAL ESTIMATE COST	_____	\$229,342.00 *(\$83,000)

DATE: 12/2/20

RESPONSIBLE PARTY:

Name: **City of Wilsonville**
 Number: **0**
 Contact: **Bryan Cosgrove**

NOTE : This Estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower, resource availability, and other factors known as of the date prepared. The actual cost for Railroad work may differ based upon the agency's requirements, their contractors work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work. If any extended time elapses from the date of this Estimate, the Railroad will reserve the right to update the estimate to current price values, and require agency's approval before any work by Railroad will commence.

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

A special meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 5:00 p.m. on Thursday, January 14, 2021. Mayor Fitzgerald called the meeting to order at 5:01 p.m., followed by roll call and the Pledge of Allegiance.

The following City Council members were present:

- Mayor Fitzgerald
- Council President Akervall
- Councilor Lehan
- Councilor West – via telephone
- Councilor Linville

Staff present included:

- Bryan Cosgrove, City Manager
- Barbara Jacobson, City Attorney – via telephone
- Kimberly Veliz, City Recorder
- Beth Wolf, Senior Systems Analyst
- Jeanna Troha, Assistant City Manager

Motion to approve the order of the agenda.

Motion: Councilor Akervall moved to approve the order of the agenda with the addition of a City Manager Report to be added to the end of an agenda. Councilor Lehan seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

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

MAYOR’S BUSINESS

- A. Request from Lake Oswego Mayor Joe Buck

Mayor Fitzgerald informed Council received a request from Lake Oswego Mayor Joe Buck to sign on to a letter (*Clackamas County Leaders Stand United in Condemnation of County Commissioner Mark Shull and His Social Media Posts*) dated January 12, 2021 asking for Clackamas County Commissioner Mark Shull’s resignation.

Motion: Councilor Lehan moved to approve the signing of the letter from the Mayor on behalf of the full City Council and would also like any Councilors to be able to sign on their own in addition if anyone is so inclined. Councilor Akervall seconded the motion.

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

Councilor West summarized the motion before Council is whether to have Mayor Fitzgerald sign onto a letter on behalf of the Council or for other Councilors to sign the letter on their own requesting the immediate resignation of Clackamas County Commissioner Mark Shull because of his disturbing dangerous and reckless comments.

Mr. West noted that a few days ago Democratic Congressman Kurt Schrader likened impeaching President Trump to a lynching, which is racist and historically dangerous language. Mr. West stated elected officials have to do better and learn from these instances. He further, encouraged Council that if they take action against political speech, the Council must apply the standards discussed evenly and equally. Mr. West shared as non-partisan elected officials, Council must consider if the letter is partisan. Mr. West described it is his hope that Council now or in the near future would appropriately affirm that all political rhetoric of this nature regardless of party or ideological beliefs by elected officials and community leaders is inappropriate and unacceptable. Mr. West clarified he fully condemns in the strongest terms possible Commissioner Shull's and Congressman Schrader's inflammatory hurtful and ugly comments. As comments like these are incongruous and empathetical to the values in Clackamas County and the City of Wilsonville.

Mr. West stated he believes the process for which to judge a politician's political speech is by the way of elections. Therefore, if Commissioner Shull does not resign the voters who do not like his comments can start a recall process in six month or vote him out of the office at the end of his term.

Mr. West explained he is uncomfortable voting to participate in an unevenly applied standard that promotes cancel culture. Nor is he convinced that this has not become a highly partisan action.

Councilor Lehan acknowledged she too was disturbed by Congressman Schrader's comments. In response to those comments, she left a very strong message on his recorder. She explained the difference between the incidents is no one asked the City to sign on to a letter asking for Congressman Schrader's resignation. However, Council has been asked to participate in the signing of the letter asking for Commissioner Shull's resignation. Ms. Lehan shared she would be happy to sign a letter regarding Congressman Schrader and had thought about writing a letter on her own accord. She feels this is not a partisan thing as someone has stepped forward in a non-partisan way. Moreover, Republicans Tootie Smith and Senator Christine Drazen are both on this letter.

Ms. Lehan described the letter has moved with a lot of impetus, partly because of the amount of writing over the years by Commissioner Shull. Ms. Lehan said she thinks Congressman Schrader was beyond the pale as well but she is only aware of the one comment. Therefore, she thinks the issues are a little different, not to say that she would not sign a letter asking him to resign as well. However, she feels it should not stop Council from responding on the request to sign the letter for Commissioner Shull's resignation when so many people from all sides of the political spectrum have already signed. Ms. Lehan feels Council would be conspicuous by their absence if they chose not to join.

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

Councilor Linville explained she takes serious Resolution No. 2626, which was passed by City Council on May 1, 2017. Ms. Linville strongly agree with Resolution No. 2626 as it calls for *“all Wilsonville residents to unite and work together to promote kindness and understanding in our shared community, rejecting hatred, bigotry, and divisiveness, as this community strives to protect the freedoms held dear and granted to all by the United States Constitution.”* Ms. Linville thinks this is an opportunity for Council to demonstrate the commitment to that resolution and appropriate for Council to respond to this request. Therefore, she intends to vote in favor of this motion to give all Councilors the opportunity to respond in the way that they feel most comfortable.

Councilor Akervall agreed with the comments made by Councilor Linville.

City Manager Cosgrove interjected the discussion to disclose that the live YouTube stream of the meeting had stopped. Council was asked to pause their videos and mute themselves while staff worked on a solution to provide viewers the ability to watch the meeting.

Once, the live streaming issue was rectified the meeting resumed. The audience was informed the meeting was recorded and could be viewed by those whom had missed pieces of the meeting due to the technical difficulties.

For the audiences benefit the Mayor recapped the meeting thus far. Then the Councilors summarized their previous comments.

Councilor West restated his comments. Furthermore, Mr. West added if possible he would like to amend the motion.

Amended Motion: Councilor West moved to amend the motion to also take equal action regarding the lynching comments from Congressman Kurt Schrader.

Mayor Fitzgerald recalled that procedurally at this time Council is restating their initial points of discussion.

Councilor Lehan was asked to restate her initial points. Before stating her initial points Ms. Lehan suggested Councilor West, create a separate motion rather than an amendment to the motion. Since, the set of circumstances were separate issues.

Councilor West withdrew his amended motion.

Councilor Linville then recapped her comments.

Councilor Akervall then provided her comments. Ms. Akervall shared she agreed with the comments provided by Councilor Linville. She further stated she reviewed all of the materials included in the packet and reviewed Resolution No. 2626.

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

Ms. Akervall quoted Resolution No. 2626, *“the City recognizes the inherent worth and dignity of all persons and believes all should be treated with compassion and respect regardless of race, color, national origin, immigration or refugee status, religion, sex, gender identity, sexual orientation, marital status, mental, emotional, and/or physical ability, age, or economic status”*

Ms. Akervall shared she believes in those values today the same as when she voted for Resolution No. 2626. Furthermore, she understands that Council still has work to do to carry those values forward.

Ms. Akervall additionally quoted from Resolution No. 2626, *“discrimination against any group of persons can negatively impact the health, well-being, and general welfare of the City”*

Ms. Akervall described that she cares very much about the City and believes Wilsonville deserves the ideals described in Resolution No. 2626. Moreover, she believes that all people contribute to the incredible community and Wilsonville would not be this special place without everyone's contributions.

Ms. Akervall emphasized her belief that hateful speech against segments of our society has no place in building strong and healthy communities, Therefore, she supports the Mayor and fellow Councilors signing on to a joint letter.

Mayor Fitzgerald feels the points brought up by fellow Councilors reinforce the importance of being inclusive, welcoming, and fair, Furthermore, it reinforces the importance of finding ways for all the people in the community, and county, everyplace the City operates to make sure that fellow citizens have the opportunity for a very good quality of life, prosperity, and being treated in a distinguished and dignified way.

Vote: Motion carried 4-0-1.

SUMMARY OF VOTES

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

Councilor West explained he abstained because of the large ideological divide from the very large group that has called for a resounding resignation. Mr. West described there is a very small fraction of other leaders that may hold some of the same ideological views as Commissioner Shull that have also called for his resignation. Mr. West further explained he abstains because Council did not write a letter of condemnation when there were credible allegations against Representative Diego Hernandez regarding the abuse of women that came forth. Council said nothing and did not call for his resignation. In addition, Council had not yet called for a letter of condemnation or something similar to address the most hateful and heinous comments made by Representative Congressman Schrader. Moreover, Mr. West believes the best way to hold political speech accountable is through the vote and the recall process. Furthermore, Mr. West wants to make sure

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

Council is consistent. In addition, he is not convinced this action is not somewhat of a partisan issue at this time. He described on the ideological basis he strongly in all terms condemns what Commissioner Shull said.

Councilors whom choose to sign the letter (*Clackamas County Leaders Stand United in Condemnation of County Commissioner Mark Shull and His Social Media Posts*) were requested to contact Mark Ottenad, Public/Government Affairs Director with their support.

Councilor West requested to make a motion.

Motion: Councilor West moved that Council write a strong letter condemning the language from Representative/Congressman Kurt Schrader out of the 5th district for his lynching comments in regards to the impeachment of Donald Trump and that Council have that letter by the next meeting on Thursday, to make sure Council is being evenhanded and equal in how Council is addressing these very serious issues.

Due to the lack of a second the motion died.

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.

There was no public input.

COUNCILOR COMMENTS

A. None.

CONSENT AGENDA

A. None.

NEW BUSINESS

A. None.

CONTINUING BUSINESS

A. None.

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

PUBLIC HEARING

A. None.

CITY MANAGER'S BUSINESS

City Manager Cosgrove asked Council for allowance for staff to move forward with the creation of a DEI committee. He shared those in discussions of a task force want the City to move forward with bringing forth bylaws and a charter for a standing DEI committee. If Council approves staff would start with the application and questionnaire previously discussed. Instead of spending, several months on the process going through a task force staff would begin work on the actual committee itself.

Mayor Fitzgerald recalled a number of citizens have participated in those early discussions for quite a while. In addition, she mentioned she is aware of citizens whom are interested in serving on such a committee. She further stated if this process is a way to efficiently move forward and reflects the learnings in this development phase she is in favor.

City Manager Cosgrove clarified for Council that from the DEI discussion staff has learned participants are looking for more of a commitment from the City. Mr. Cosgrove reported he informally told the group that there is support for the DEI work by the City Council and that the idea was the task force would ultimately make a recommendation to have the Council adopt a resolution with the bylaws and a charter for a DEI standing committee. He explained his ask of Council is to forego the task force process because there is already a desire to have that standing committee. Staff would instead, begin recruitment for the DEI committee itself. Staff would bring an application with questions for Council discussion at a February Work Session and then in March staff would return with a charter and bylaws for a standing committee. This process is similar, to what was done for the Arts, Culture and Heritage Commission, Wilsonville-Metro Community Enhancement Committee and Kitakata Sister City Advisory Board. Council would be committing to establish a diversity equity and inclusion committee for the City instead of waiting for the task force to make that recommendation. Mr. Cosgrove explained there is a sense that people want this committee to happen sooner rather than later. Moreover, staff had not heard anything from City Council, which suggests opposition of a standing committee.

Councilor Akervall feels this work is very important and wants to keep it progressing. She is also very much appreciative of the community members that have engaged in these discussions. Ms. Akervall believes the strength of such a DEI committee would be determined by how the City sets up structure, responsibilities, and other framework that would contribute to the success. Furthermore, she desires the process to be thoughtful and recognizes that it may take a few discussions to create.

City Manager Cosgrove shared staff would continue to work with this informal group while also utilizing resources from International City/County Management Association (ICMA) and League of Oregon Cities (LOC) to create the DEI committee.

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

City Manager Cosgrove restated staff's request is to cut the two to three month process of a task force and instead move forward with the creation of a DEI committee.

Motion: Councilor West moved that the City of Wilsonville begin the thoughtful process of creating a diversity, equity, and inclusion committee or task force and that Council begin to start the formal process to make this milestone happen in the City of Wilsonville.

Reformatted Motion: Councilor West moved that the Council direct the City Manager to move forward with the creation of a standing committee or task force for diversity, equity, and inclusion. Councilor Lehan seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

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

LEGAL BUSINESS

No Report.

ADJOURN

Mayor Fitzgerald adjourned the meeting at 5:51 p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Julie Fitzgerald, Mayor

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:30 p.m. on Monday, January 21, 2021. Mayor Fitzgerald called the meeting to order at 7:42 p.m., followed by roll call and the Pledge of Allegiance.

The following City Council members were present:

Mayor Fitzgerald
Council President Akervall
Councilor Lehan
Councilor West
Councilor Linville

Staff present included:

Bryan Cosgrove, City Manager
Jeanna Troha, Assistant City Manager
Barbara Jacobson, City Attorney
Kimberly Veliz, City Recorder
Martin Montalvo, Public Works Ops. Manager
Mark Ottenad, Public/Government Affairs Director
Beth Wolf, Systems Analyst
Andy Stone, IT Director
Keith Katko, Assistant Finance Director

Motion to approve the order of the agenda.

Mayor Fitzgerald announced she would entertain a motion to approve the order of the agenda with the following change that the meeting start with communications next and following that with mayor's business, no other changes.

Main Motion: Councilor Lehan moved to approve the order of agenda as suggested, as amended by the Mayor. Mayor Fitzgerald seconded the motion.

Amended Motion: Councilor West moved to amend the motion to also move citizen's input to before mayor's business; it would be communications, citizens input, and then mayor's business. Councilor Linville seconded the motion.

Council discussion ensued.

Councilor Linville withdrew the second to the amended motion. Mayor Fitzgerald then seconded the motion.

Vote: Amended motion failed 1-4.

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

SUMMARY OF VOTES

Mayor Fitzgerald	No
Council President Akervall	No
Councilor Lehan	No
Councilor West	Yes
Councilor Linville	No

Vote: Main motion carried 4-1.

SUMMARY OF VOTES

Mayor Fitzgerald	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	No
Councilor Linville	Yes

COMMUNICATIONS

A. Legislative Update By Representative Neron

Representative Courtney Neron provided a PowerPoint, which has been added to the record, with updates on her priorities for the 2021 State legislative session. Representative Neron’s priorities include the safe opening of schools, the protection of vulnerable Oregonians, and lending support to essential workers, and those who have lost their jobs during the pandemic. She shared priorities for Wilsonville include the Boone Bridge seismic and capacity upgrades, preservation of the Newberg pool and an intergovernmental agreement for the Aurora Airport.

B. Tualatin Valley Fire & Rescue

Tualatin Valley Fire & Rescue (TVF&R) Chief Deric Weiss provided an update on the agency’s work to assist public health officials in the distribution of a COVID-19 vaccine to firefighters, first responders, and police officers within the region.

MAYOR’S BUSINESS

A. Upcoming Meetings

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

Mayor Fitzgerald recalled prior to her being on the Council during the December 21, 2020 City Council meeting comments were made that resulted in the City receiving two notices of pending litigation from the individuals that comments were made about. Mayor Fitzgerald stated it is important to her is that Council ensure citizens know that they are valued.

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

The Mayor informed Council has processes in place set by the City Council protocol manual for which they have agreed to uphold. Mayor Fitzgerald shared a few excerpts from the preface of the manual that exemplifies the process of how Council is expected to conduct themselves:

City Council desires to conduct its meetings in a manner that is courteous, effective, and efficient, while fostering an environment that is fair, open, and responsive to the needs of the community. Members of the Wilsonville City Council will:

- Trust and respect the opinions of fellow Council members, and be well informed and participate in the decisions of the Council.
- Make every attempt to resolve any conflict with a fellow Council member prior to bringing the conflict to the attention of the Council.
- Strive to maintain a tone of voice that is friendly and sincere.
- Discuss issues, but not personalities, with non-Council members. After an issue has been voted on, a councilor will speak for him/her carefully, in a manner that does not undermine the integrity or motives of the Council, if his/her opinions are different from the Council's.

The Mayor also noted from the manual the below excerpt regarding adherence to administrative procedure and process protocols:

- The City Council has delegated the Mayor responsibility to discuss, on behalf of the full Council, any perceived or inappropriate administrative action with a Council member. The Mayor will discuss with the Council member the action and suggest a more appropriate process or procedure to follow. After this discussion, if further inappropriate action continues, the Mayor will report the concern to the full Council.

B. Proposed Aurora State Airport Legislation

Mayor Fitzgerald provided context for the proposed Aurora Airport legislation. The Mayor explained this is a 10-year plus conflict between the Oregon Department of Aviation and the Citizens of Oregon who live around the airport. It is an avoidable conflict between a state agency and local governments and communities.

The Mayor explained this conflict goes back to 2009, when Clackamas County and Wilsonville were excluded from an intergovernmental agreement (IGA) between the Oregon Department of Aviation (ODA) with Marion County and City of Aurora, as was illustrated by the gerrymandered map. Where at one point Wilsonville was cut out of that region which was part of an IGA. The idea was to establish a forum for collaborative communications and coordinated intergovernmental planning regarding land-use and transportation issues associated with growth in the airport area. Prior to and after Clackamas County and Wilsonville's exclusion from the aviation IGA, both the County and City continued to request participation in joint planning activities. The repeated request for meaningful participation made before the agency for the past 10-plus years has been ignored by the ODA.

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

Subsequently, the Aviation Department commenced in 2010 an update of the Aurora State Airport master plan. What had been initially an in-depth community engagement effort devolved quickly into a lack of transparent decision-making processes dragged out over 10 years. For example, the 2012 Aurora State Airport master plan finally had key documents in 2019 that were to be approved prior to adoption of the plan. This belated component of the 2012 Aurora State Airport master plan decision-making process is part of what was under appeal recently to the Land Use Board of Appeals (LUBA).

The Mayor described important issues of public concern are not being discussed by state agencies and local governments in a coordinated fashion pertaining to increased urban-level activities without municipal governance occurring at the Aurora State Airport that is located in Oregon's best farmland of French Prairie. The Mayor listed the following issues of concern:

- Surface transportation impacts
- Lack of alternative transportation options
- Unfair competition to adjacent jurisdictions
- Environmental concerns
- Potential harm to the agriculture economic cluster

Mayor Fitzgerald appreciated the help from Representative Neron to get this bill going. The Mayor shared she had the opportunity to talk with Joint Transportation Committee Co-Chair McLain and feels there is momentum. The Mayor reported she had a very good conversation on the topic with ODA Director Stansbury.

In closing, the Mayor shared her belief that there is momentum in moving this bill forward and thinks time should not be wasted.

Motion: Councilor Lehan moved that the Wilsonville City Council support Representative Neron in the sponsorship of this legislation to resolve the public process issues of the Aurora State Airport that includes: setting up an intergovernmental agreement for airport land-use and transportation planning between Oregon Department of Aviation as was mentioned and the local governments of Clackamas and Marion County in the Cities of Aurora and Wilsonville; and revising a new Aurora State Airport master plan; and examining airport environmental and other impacts; and also that advances if the airport is to expand with other urbanization, that advances annexation by the City of Aurora for the provision of municipal governance and the necessary urban infrastructure services. Councilor Akervall seconded the motion.

Council discussion ensued.

Vote: Motion carried 4-1.

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

SUMMARY OF VOTES

Mayor Fitzgerald	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	No
Councilor Linville	Yes

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.

Jami Arbon, Wilsonville resident informed she has retained legal counsel in response to the comments made about her at the December 21, 2020 City Council meeting. Furthermore, Ms. Arbon requested a signed letter of apology from Councilor West.

Brian Asher, Mayor of Aurora spoke in support of the proposed Aurora Airport process bill (HB2497).

Eric Postma, Chair of the Wilsonville Chamber of Commerce spoke in opposition of the proposed Aurora Airport process bill (HB2497).

The following individuals supported House Bills 2555 and 2725:

Molly Herrmann	Darby Collins	Joanne Criscione
----------------	---------------	------------------

The following individuals opposed House Bills 2555 and 2725:

Glen McCord	Zachary Reichle	Kelly Gilmore	Rick Schulte
Chrissy Caruso	Jodie Schulte	Elizabeth McCord	Haley Schulte

During the citizens input and community announcements portion of the meeting Council made a motion to continue the meeting past 10:00 p.m.

Motion: Councilor Linville moved that Council extend the meeting beyond 10 o'clock. Councilor Akervall seconded the motion.

Vote: Motion carried 4-1.

SUMMARY OF VOTES

Mayor Fitzgerald	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	No
Councilor Linville	Yes

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

COUNCILOR COMMENTS

A. Council President Akervall

Announced the following meetings she attended or plans to attend:

- Washington County Coordinating Committee (WCCC) meeting on January 11, 2021
- Clackamas County Business Alliance (CCBA) on January 12, 2021
- Rethinking Homelessness webinar on January 13, 2021
- Willamette Intake Facilities meeting on January 25, 2021
- Budget Committee meeting on January 26, 2021
- School District Equity Summit on January 27, 2021
- League of Oregon Cities Day at the Capitol on January 28, 2021
- Citizens Academy on January 28, 2021

B. Councilor Lehan

Shared last week she presented to the Charbonneau Women's Club on the history of the Newberg pool from around 10,000 years ago to about 150 years ago. Ms. Lehan stated she would provide part two of her presentation to the Club in a few weeks or months. Ms. Lehan announced on January 20, 2021 she turned 70 years old and got a new President.

C. Councilor West

Mr. West appreciated the citizens that participated in the City Council meeting by providing public comment.

D. Councilor Linville

Provided information on the following:

- Charbonneau Country Club Civic Affairs meeting
- Budget Committee meeting on January 26, 2021
- League of Oregon Cities (LOC) Day at the Capitol on January 28, 2021
- Martin Luther King Jr. holiday
- Black History month

CONSENT AGENDA

Ms. Jacobson read the title of the consent agenda item into the record.

A. Minutes of the December 21, 2020 Council Meeting.

Motion: Councilor Lehan moved to approve the consent agenda as read. Councilor West seconded the motion.

Vote: Motion carried 5-0.

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

SUMMARY OF VOTES

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

NEW BUSINESS

A. None.

CONTINUING BUSINESS

A. None.

PUBLIC HEARING

A. **Resolution No. 2871**

A Resolution Authorizing A Supplemental Budget Adjustment For Fiscal Year 2020-21.

Ms. Jacobson read the title of Resolution No. 2871 into the record.

Mayor Fitzgerald opened the public hearing at 10:23 p.m. and read the hearing format.

Keith Katko, Assistant Finance Director provided the staff report.

There was no public input. Chair Fitzgerald then closed the public hearing at 10:29 p.m.

Motion: Councilor Lehan moved to approve Resolution No. 2871. Councilor Linville seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

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

CITY MANAGER'S BUSINESS

No Report.

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

LEGAL BUSINESS

No Report.

ADJOURN

Mayor Fitzgerald adjourned the meeting at 10:31 p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Julie Fitzgerald, Mayor

DRAFT

**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, February 1, 2021. Mayor Fitzgerald called the meeting to order at 7:12 p.m., followed by roll call and the Pledge of Allegiance.

The following City Council members were present:

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

Staff present included:

- Bryan Cosgrove, City Manager
- Jeanna Troha, Assistant City Manager
- Barbara Jacobson, City Attorney
- Kimberly Veliz, City Recorder
- Chris Neamtzu, Community Develop. Director
- Beth Wolf, Systems Analyst
- Andy Stone, IT Director
- Zach Weigel, Capital Projects Engineering Manager
- Cathy Rodocker, Finance Director

Motion to approve the order of the agenda.

Motion: Councilor Lehan moved to approve the amended order of agenda. Councilor Akervall seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

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

MAYOR’S BUSINESS

A. Upcoming Meetings

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

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

COMMUNICATIONS

A. Restaurant Relief Program Update

Chris Neamtzu, Community Development Director detailed the results of an Economic Development program that awarded COVID-19 relief grants to local restaurants, to help compensate operators for loss of business during the pandemic.

The PowerPoint has been made a part of the record.

CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS

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

There was no public input.

COUNCILOR COMMENTS

A. Council President Akervall

Spoke about the following virtual meetings she attended:

- Attended the Equity Summit meeting hosted by West Linn-Wilsonville School District
- League of Oregon Cities (LOC) Day at the Capitol

B. Councilor Lehan

Disclosed she was unable to attend the Citizens Academy and Budget Committee meetings the week prior because of health issues.

C. Councilor West

Provided details of the below virtual meetings, he attended:

- Citizens Academy
- Budget Committee

D. Councilor Linville

Ms. Linville shared she attended the previous meetings mentioned by the other Councilors. In addition, she attended the Wilsonville Alliance for Inclusive Community (WAIC) meeting.

Ms. Linville informed the audience of the Oregon Legislative Information System (OLIS), which is a useful tool to track bills.

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

Noted City Council would be participating in a Diversity, Equity, and Inclusion training in the near future.

Ms. Linville encouraged citizens to participate in the upcoming Town Center Streetscape virtual forums.

CONSENT AGENDA

Ms. Jacobson read the titles of the consent agenda items into the record.

A. Resolution No. 2872

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Professional Services Agreement Contract Amendment With DOWL, LLC For Advance Engineering Design Services For The I-5 Pedestrian Bridge Project.

B. Minutes of the January 4, 2021 City Council Meeting.

Motion: Councilor Lehan moved to approve the consent agenda as read. Councilor West seconded the motion.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

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

NEW BUSINESS

A. Resolution No. 2878

Resolution Authorizing Refunding Of Outstanding Borrowings.

Ms. Jacobson read the title of Resolution No. 2878 into the record.

Ms. Rodocker provided the staff report.

Motion: Councilor West moved to approve Resolution No. 2878. Councilor Lehan seconded the motion.

Vote: Motion carried 5-0.

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

SUMMARY OF VOTES

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

CONTINUING BUSINESS

A. None.

PUBLIC HEARING

A. None.

CITY MANAGER'S BUSINESS

City Manager Cosgrove reported Council, key staff and other participants involved with the DEI process are being asked to attend an implicit bias training. Council was asked to respond to Ms. Monahan on which training date works best for their schedule. The first training is scheduled for Friday, February 5, 2021 and the next will take place the following week.

Mr. Cosgrove shared it is his intention to return to Council at the next meeting with a major update on all the work that has been done with the informal DEI working group. In addition, staff would return with a request and possibly a recommendation to deviate somewhat from the standard type of committee appointment process. Furthermore, the City Manager and City Attorney would work together to create protocol rules.

LEGAL BUSINESS

No Report.

ADJOURN

Mayor Fitzgerald adjourned the meeting at 7:54 p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Julie Fitzgerald, Mayor



JANUARY 2021 MONTHLY REPORT

From The Director's Office

Portland State University's (PSU) Population Research Center releases preliminary and official certified population estimates for all Oregon counties and cities annually. Prepared as of July 1 each year, preliminary estimates are released around November 15 and sent to local jurisdictions and community partners. Certified estimates are posted on December 15, and supplemental reports are published quarterly. In the most recent report, PSU reports that Wilsonville's population is now 25,915, which is an increase of 280 people from July 2019.

Wilsonville is now the 21st largest city in the state of Oregon—larger than Ashland, Newberg, Woodburn, Forest Grove, and Klamath Falls. Perhaps most interestingly, Wilsonville's population is less than West Linn's population by 60 people.

Residential construction has slowed during the pandemic, with 84 new homes being constructed in the community in 2020. This is down from 134 the prior calendar year. While residential construction activity has slowed, the City is expected to maintain a steady overall level of construction activity for the foreseeable future, including new industrial buildings and high-valued tenant improvements.

New home construction will continue in several areas of the City, including subdivisions recently approved in the 180-acre Frog Pond West area. This development is expected to continue to add marginally to the City's population growth over the next couple of years while the Villebois Village winds down and is nearing completion.

The City issued 113 residential construction permits in fiscal year 2020. While robust, the total number of new starts is down from the peak of 465 issued in fiscal year 2013. The decline was predicted as the City moved deeper into Frog Pond West where the lots are slightly larger and the price points considerably higher, which impacts the velocity of sales. These numbers contrast to the low point of 45 residential permits issued during the recession in fiscal year 2010.

Commercial/industrial building activity included 215 permits (up from 122 the prior year) resulting in a construction value of \$32,146,155 (just under \$2,000,000 less than the previous year). Much of this activity can be attributed to new tenant improvements and remodels or additions as businesses grow and reinvest in the community.

The City is poised to continue to see tremendous things happen in 2021!! I look forward to continuing to work with you to make it happen.

Respectfully submitted,

Chris Neamtzu, AICP
Community Development Director

Building Division

2020: Reviewing a Challenging Year

Despite nine months of delivering service during a global pandemic and statewide wildfires the Building Division had a productive and positive year in 2020, all things considered. The following information highlights the Building Division’s work areas:

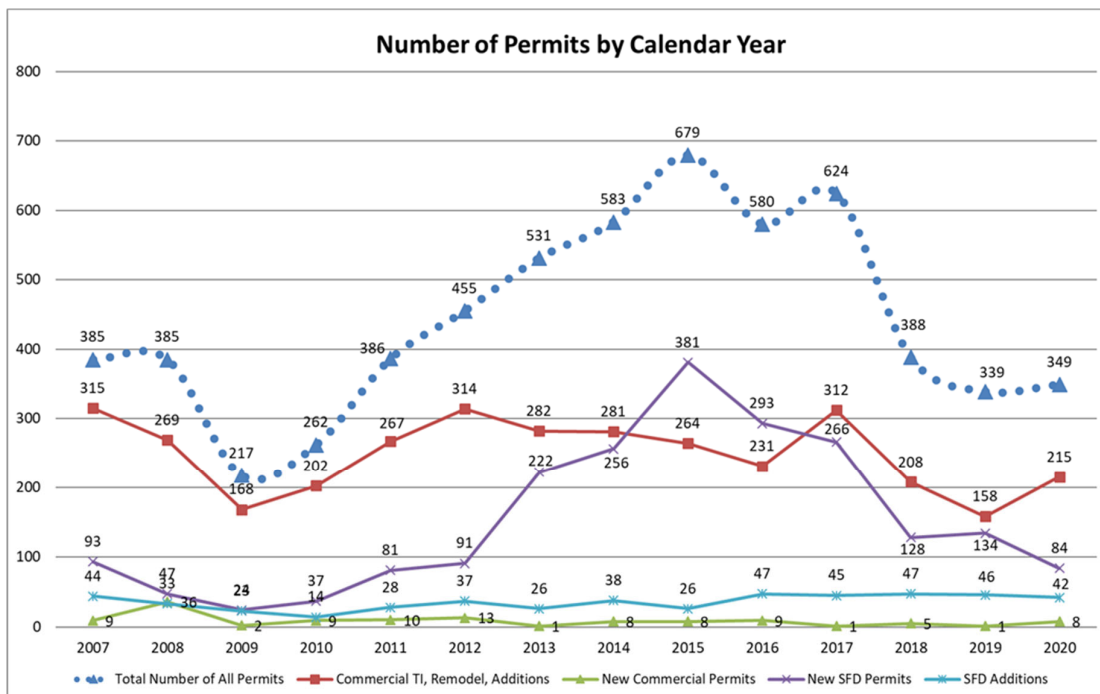
Residential Permits (1 & 2 Family Dwellings)

- **New:** The number of new home permits (shown as the purple line below) has tapered significantly in 2020 to 84, which is down from 134 in 2019. With several subdivisions either approved or in the process of gaining approvals, this number will likely increase to around 125 in 2021.
- **Existing:** Residential remodels and additions came in at 42 permits (shown as the teal line below). This is remarkably consistent with preceding years. Moving forward we don’t foresee this changing much.

Commercial Permits (also includes Industrial and Multi-Family)

- **New:** Generally there are a small number of new commercial buildings (shown as the green line below) constructed each year in Wilsonville. In 2020, Wilsonville had 8 new commercial structures built. Moving forward, there are a number of significant projects in pre-development. We anticipate a similar quantity in 2021.
- **Existing:** The interesting and somewhat surprising highlight is remodels, additions, and tenant improvement (TI) permits. Businesses in Wilsonville seem to be reinvesting in their businesses as the number of permits (shown as the red line below) was 215 for 2020, which is higher than pre-pandemic years of 2019 and 2018. Moving forward in 2021, we foresee this number holding firm.

Overall, the number of total permits (shown as the dotted blue line below) is similar (and slightly higher at 349) compared to 2019. In addition, while not shown in this graph, the total project valuation for all permits was \$68.4 million in 2020, compared to \$68.9 million in 2019 which is surprisingly close. With the commercial and residential projects currently in the pipeline for 2021 we anticipate the total permit volume and valuation will both increase.



Economic Development

Wilsonville Restaurant Relief Program Summary

The City of Wilsonville recognizes the devastating effect of the COVID-19 crisis on many of our local businesses, specifically the restaurant industry, and is committed to identifying solutions that provide relief and restore the health of our business community. In this spirit, the City provided temporary financial assistance to help restaurateurs overcome the loss of revenue and disruption from the COVID-19 related State public-health orders that closed seated dining.

On December 7, the City Council established the Restaurant Relief Program with two tiers of grants. The first tier of larger grants was for full-service sit-down restaurants and the second tier of smaller grants was for general take-out, self-service restaurants. The City Council allocated \$80,000 to this program.

60 Restaurant establishments were eligible to apply for the Restaurant Relief Program

- 30 (or 50%) of these were full-service restaurants
- 30 (or 50%) of these were self-service restaurants
- 43 of 60 (or 72%) of restaurants applied for the grant program
- Of the 30 full-service restaurants, 26 applied for relief (87%).
- Of the 30 self-service restaurants, 17 applied for relief (57%).

Staff communicated directly with each restaurant establishment by providing a mailed letter in addition to an email sent to the business license contact on file with the City informing them of the details of the program. Additionally, during the eligibility timeframe, follow-up calls and emails were sent to encourage application.

Grant Award Sizes

- Each eligible full-service sit-down restaurant that applied received \$1,785.71.
- Each eligible general take-out, self-service restaurants that applied received \$1,000.00.

At \$1,785 per full-service and \$1,000 per self-service restaurant, the City of Wilsonville provided a total of \$63,410 to local restaurants in need (\$46,410/full & \$17,000/self-service).

- 17 (or 28%) of eligible restaurants did not apply.
- 4 (or 13%) of restaurants that did not apply were full-service.
- 13 (or 43%) of restaurants that did not apply were self-service.
- 43 (or 72%) of eligible restaurants submitted a complete application.
- 2 of the self-service restaurants reported that their business was doing fine and they wanted to allow others to utilize the relief funds.

Economic Development

One explanation for the low response from self-service establishments is that it appears from the outreach that many of the self-service restaurants are doing acceptably well. Establishments such as Papa Murphy's, Jimmy John's, and Starbucks are not experiencing as significant of a decline in revenues as their counterparts and their business models are much less negatively impacted as a result of COVID-19.

Part of this program's eligibility requirements stated that they must be current on city utilities and transit taxes.

- 12 restaurants (20%) were behind in paying Transit Taxes to the City. This program motivated them to pay past due balances in order to receive the relief funds. In all cases, the Transit Taxes owed to the city were less than the grant to the restaurant.
- Zero restaurants were behind in paying city utilities.

Of those restaurants that applied, relief monies were designated to be used in the following areas (multiple selections allowed):

Categories	Designated Use	Percentage of all Applications
Payroll	39	90
Rent/Bills	39	90
Equipment	8	18
Deferred Maintenance	6	14
Other	4	9

Restaurant Owner/Operator Comments

While all of the restaurant operators were extremely thankful for the assistance, and several noted how timely the delivery of the assistance was at the holiday season, below are some specific comments that City staff received:

Bullwinkle's	"Thank you for doing this City of Wilsonville!"
Abella Italian Kitchen	Owners expressed their gratitude for this grant opportunity.
Gyro House	Owner said he appreciated the funds to pay his staff.
Lux Sucre	"We appreciate being considered!"
Juan Colorado	He thanked Wilsonville for helping his family business.
The Indian Kitchen	Just bought this restaurant in January 2020. Then was hit with COVID closures shortly thereafter. Thank you to the City for caring about his restaurant's success.
Perfect Pizza	"Thank you for the help, we really appreciate it."
Vanguard Brewing	"Thank you so very much for your help with grant. We so much appreciate the City of Wilsonville and everything it is doing to help small businesses survive these trying times."
Boonetown Tap & Grill	"It was nice chatting with you yesterday. A heart-full of gratitude and thanks to the City of Wilsonville for this grant. And thank YOU for working so fast to get this grant in motion. It comes at a very critical time for all us restaurant owners. Your quick action is very, very much appreciated!"

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 bids were due February 2. Construction is planned to start in March 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 into the future. Murraysmith, the City's engineering consultant, was brought under contract in August 2020 to start design work. Preliminary design work (60%) happened over November and December. Design work is anticipated to continue through March 2021, with construction occurring in spring and summer 2021.

Boeckman Dip Bridge (4212)

We are reviewing the report evaluating an embankment option and comparing it to our other project alternatives. We will also be preparing a council presentation to share this information and recommendation. Work has begun on the hydraulic/hydrologic study to better understand the system today and what potential impacts our various project alternatives might have.

Elligsen Well Facility Rehab and Upgrades (1083)

This project addresses upgrades and repairs needed to correct deficiencies in the Elligsen well house, including piping, electrical, instrumentation and controls, and mechanical systems. Notice to proceed for design was issued in the middle of January 2021 with design work continuing until the summer. Construction work is tentatively scheduled for late summer and fall 2021.

Elligsen Well Upgrade and Maintenance (1128)

This project involves correcting well casing and water chemistry deficiencies in the existing Elligsen well to maintain it as a backup supply for emergencies. This project also includes investigative evaluation work at Charbonneau wells to determine existing conditions to help guide subsequent rehabilitation work. Well evaluation at Charbonneau wells started in early November and continued through the end of December, with work at the Elligsen well to follow. Rehabilitation operations will continue through March 2021.

Garden Acres Road (4201)

This project involves the design and construction of Garden Acres Road from a rural local access road to an urban industrial roadway as part of the Coffee Creek Industrial Area plan and includes Willamette Water Supply Program segment PLM_1.2 of the 66" water transmission pipe. Testing of the WWSP 66" raw water pipeline is complete and final connection on Graham's Ferry Road is underway. Roadway construction on Garden Acres Road is underway. Project completion is anticipated for March 2021 (weather dependent).



Boeckman Dip Bridge Area

Engineering Division, Capital Projects

I-5 Pedestrian Bridge (4202)

This project involves the design and preparation of construction documents for a pedestrian and bicycle bridge over Interstate 5 from Town Center Loop West to Boones Ferry/Barber Street. The design team is proceeding with design of the bridge and plaza based on Council direction in October. Preliminary 30% design documents have been submitted and are currently under review.

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.

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

This project includes paving, storm sewer, sanitary sewer, and water line improvements to Old Farm Road, Arbor Glen Loop, and Arbor Glen Court in the Charbonneau development. The design will be completed and construction bids will be solicited in January or February 2021. Construction is anticipated to be completed by December 2021.

Raw Water Facility Improvements

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

Rivergreen & Corral Creek Lift Stations (2105)

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

Street Maintenance Project 2020 (4014/4118)

Construction is substantially complete for the 2020 street maintenance project. The contractors will be around town working on finishing up the last few items as weather allows.

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 early 2021, at which time a CMGC solicitation will occur. Final design will be completed in coordination with the CMGC in 2021, followed by construction in 2022-2023.



Engineering Division, Capital Projects

WWSP Coordination (1127)

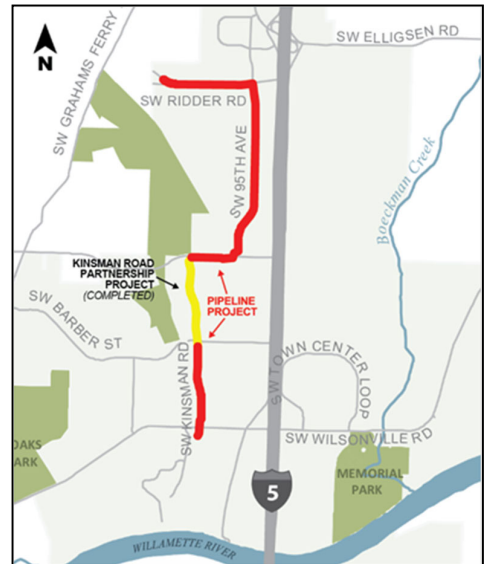
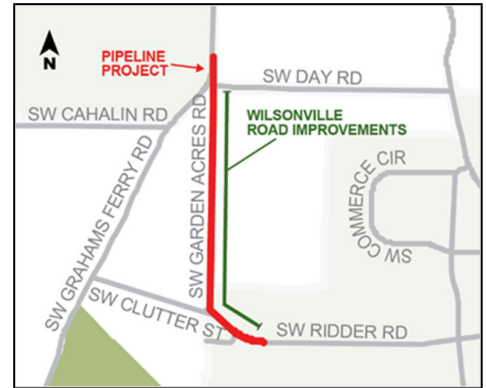
Ongoing coordination efforts continue with the Willamette Water Supply Program. Here are the updates on major elements within Wilsonville:

- Phase 1 Wilsonville Road (PLM 1.1)** The Willamette Water Supply Program’s (WWSP) PLM_1.1 project consists of 1,400 feet of 66-inch diameter pipeline that began construction in the fall of 2019. The pipeline starts near the Willamette River Water Treatment Plant property. It ends at Kinsman Road just south of the Kinsman Road and Wilsonville Road intersection.

 - Construction of the project is substantially complete with minor punch list work underway.
 - Final completion is anticipated to occur in February 2021.
- Phase 2, Garden Acres Road to 124th (PLM 1.2)** The WWSP partnered with Wilsonville to construct the PLM_1.2 pipeline with the City's Garden Acres Road Improvements Project.

 - Moore Excavation, Inc. has constructed 3,600 feet of 66-inch pipeline along Garden Acres Road from Ridder Road to just beyond Day Road. Their work included a trenchless undercrossing of Day Road.
 - Installation and testing of the pipeline is complete. Final connection to PLM_3.0 in Graham’s Ferry Road is underway. The project is scheduled to be completed in early March 2021.
- Phase 3, Wilsonville Road to Garden Acres Road (PLM 1.3)** The WWSP is coordinating with the City of Wilsonville to construct 12,200 feet of a 66-inch water pipeline from just south of the Wilsonville Road and Kinsman Road intersection to Garden Acres Road. It will connect the remaining portion of the pipeline through Wilsonville and it follows Kinsman Road, Boeckman Road, 95th Avenue, and Ridder Road.

 - Construction of the PLM_1.3 pipeline is anticipated to begin in February 2022, with completion in 2024.
 - Construction will occur in phases to enhance safety and minimize traffic, neighborhood, and business disruptions.
 - 60% design plans will be submitted for review in February 2021.



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

Coffee Creek Logistics Center (Panattoni Warehouse)

This project is located on the southwest corner of Clutter Road and Garden Acres Road. It is currently under plan review.

DP Nicoli

This project has made a lot of progress in the last month. All utility pipes are being tested and scoped for verification. Street paving will take place this month on Boberg Road adjacent to the project.

Fir Avenue Commons

This is a ten-unit condominium development in Old Town and it is nearing completion. The sidewalks and driveways are in, as is the pervious private drive. The above-ground communication lines still need to be relocated on 4th Street.

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.

Northstar Contractor Establishment—Clay Street

This project is located in Washington County and onsite improvements are subject under the Washington County permit. The street improvements are under the City of Wilsonville permit. The curb has been poured and the road has been temporarily patched.

Regional Park 7&8

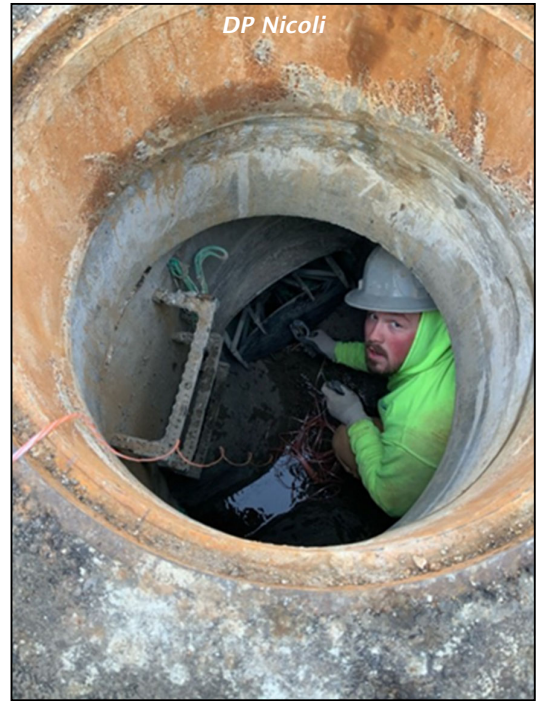
This is a regional park from Barber Street along Coffee Lake Drive to Villebois Drive. The pedestrian paths, storm level spreader, and open space are near completion.

Siena at Villebois Fire Reconstruction

Onsite construction is steady at Siena at Villebois. Engineering final approval for street pavement, sidewalk, and LID stormwater facilities will be complete prior to issuance of final Certificate of Occupancy.

SSI Shredding

Site plans have been submitted for two additional structures on the existing site. The plans are currently under plan review.



DP Nicoli



Fir Avenue Commons



Grace Chapel

Engineering Division, Natural Resources

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.

Currently, the consultant is analyzing data about Wilsonville's urban forest and beginning the process of preparing goals and strategies. The draft plan should be completed in March, and work sessions have been scheduled for the Planning Commission and City Council in April and May, respectively.

Wildlife Monitoring

Starting with the Boeckman Road extension and continuing with the Kinsman Road extension ten years later, passageways were provided to allow wildlife a safe and convenient way to cross beneath the roads. Due to their location within and adjacent to the Coffee Lake wetlands, the passages are essential for maintaining habitat connectivity and wildlife corridors. Because wildlife have different requirements, several different types of passages under the roads needed to be constructed. The passageways range in size from small culverts to the bridge on Boeckman Road. In addition, the Barber Street extension includes a bridge that spans the wetlands and accommodates wildlife movement.

In cooperation with Portland State University and a wildlife consultant, the City has been able to document through monitoring the extensive use and effectiveness of the wildlife crossings. To date, more than 20 different species have used the passageways, which include deer, coyote, rabbit, raccoon, opossum, beaver, rodents, mink, short- and long-tailed weasel, frogs, and snakes.



Planning Division, Current

Administrative Land Use Decisions Issued

- 1-Year Extension of Land Use Approvals for Villebois Phase 5 North
- 1 Accessory Dwelling Unit (ADU)
- 2 Class I Sign Permits
- 1 Class I Temporary Use Permit
- 4 Type A Tree Permits
- 5 Type B Tree Permits
- Residential building permits

Construction Permit Review, Development Inspections, and Project Management

In January, 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
- Grace Chapel on Parkway Avenue
- Hilton Garden Inn on Parkway Avenue
- I&E Construction headquarters on Parkway Avenue
- Panattoni warehouse (Coffee Creek Logistics Center) on Clutter Road
- Parkway Woods Business Park remodel/site revisions
- Regional Park 7&8 in Villebois
- Residential subdivisions in Frog Pond West

Development Review Board (DRB)

Due to an otherwise inability to have a quorum, a combined panel of DRB A and B met on January 11 for hearing on a new activity center in Charbonneau. The four participating members voted unanimously to approve the project. Following the public hearing six new Panel A and Panel B members were introduced and staff provided training.

On January 25 both panels met again together for additional training.

DRB Projects Under Review

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

- 8-lot subdivision on Canyon Creek Road South
- New activity center for Charbonneau Country Club (shown right)
- Wilsonville High School expansion, including a new auditorium



Planning Division, Long Range

Middle Housing in Wilsonville Project (House Bill 2001 Implementation)

In January, Planning staff prepared for and held a Planning Commission work session, as well as prepared for a City Council work session on February 1. In addition, the project team worked on getting ready for public outreach in the coming months.

Planning Commission

At their regularly scheduled meeting on January 13, the Planning Commission held a work session regarding the City’s Middle Housing Project. The work session covered the audit of legislative master plans, particularly focused on compliance for the Frog Pond West Master Plan, additional discussion of potential Development Code changes, and an introduction to the review of siting and design standards. Also during the meeting Kamran Mesbah was elected as Planning Commission Chair for 2021 and Jennifer Willard as Vice-Chair.

Small Wireless Facility (SWF’s)

The City is in the final stage of executing a contract with CityScape Consultants, Inc., for small wireless facilities and wireless communication facilities technical services. CityScape will provide technical expertise and assist with review for wireless facilities applications, ensuring compliance with both the City’s standards and Federal regulations.

Wilsonville Town Center Plan

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. During January, the consultant team submitted 30% design documents to City staff for review. The project team anticipates providing an update to the Planning Commission and City Council on these plans in March.

General project information is available on the project website: www.letstalkwilsonville.com/I5-Ped-Bridge.

Streetscape Plan

The Town Center Streetscape Plan will be introduced to City Council at their February 1 work session where the project team will seek additional feedback on the project work so far. The initial design concepts have been further refined to incorporate feedback from the November Forums and Planning Commission work session. These more detailed concepts will be presented at the second public forums on February 9 for additional direction and input from residents. [Let’s Talk, Wilsonville!](#) will also be used for additional community engagement activities during this phase of the project. Staff and the consultant team are continuing to schedule stakeholder interviews with interested parties to gain additional input on each design concept and overall project direction. Once all of the input is incorporated into the streetscape design, the draft plan will be presented to Planning Commission and City Council in the spring.

MIDDLE HOUSING TYPES



Duplex: Two dwellings on a lot, usually in a single building.



Triplex and Quadplex: Three or four dwellings on a lot, usually in a single building.



Townhouse: Homes constructed in a row of attached units, each on a separate lot.



Cottage Clusters: Small dwellings clustered around a common courtyard.



JANUARY MONTHLY REPORT

From the Director:

Greetings from the Finance Team!

Happy January!

January has been a very busy month with the budget process underway. All of the year end estimates have been completed and managers are now working on the text portion of their budget for the document. Next week the Finance Budget team will meet with each Manager and Director to go over their requested budgets. The last week of the month the departments meet with City Manager Bryan Cosgrove to present their budgets and any add packages requested.

The MUNIS HR/Payroll implementation is in high gear with parallel payrolls being ran in both systems to help identity setup issues. Last week they worked directly with the MUNIS implementer and this week Kathryn Smith and Shelly Marcotte will continue to work through the parallel testing.

With Pam Munsterrman's retirement official, we have promoted Amanda Bryant to the Accounting Specialist—Court position. Amanda has been with the City for approximately 18 months and has learned the Court area quite well in a relatively short period of time. She also handles our business licenses and transit tax processes. We are having second interviews for a replacement to Accounting Technician position that Amanda held prior to her promotion. Finance should be back to full staff by the end of February!

Stay safe.

-Cathy Rodocker

By the Numbers:

Finance Statistics for the period of July 1, 2020-January 31, 2021

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

<u>Utility Billing:</u>		<u>Accounts Payable:</u>		<u>Municipal Court:</u>	
Total Monthly Bills	40,886	December AP Pymts	\$3.7M	Total Citations Issued	671
New Customers	582	Payments Processed	260	Total Suspensions Issued	207
New Service Locations	65			Ticket Revenue	\$106,741

FY21 Financial Update:

General Fund:

The General Fund continues to be on track with the revenues through January. We will start to receive franchise fees/privilege taxes during this quarter which will increase the Taxes revenue line item significantly. The Library will also receive the Library District property tax allocation during this quarter as well. The material and services line item looks extremely low due in part to the lack of invoicing from Clackamas County Sheriff's office. Once the County catches up on the billing, this line item will be more in line with year end estimates.

Building Inspection Fund:

Permit revenue through January are now at 55% of budget and expenditures are at 49% of budget. To date, the expenses have outpaced revenues by \$239K-which was a planned decrease to the fund balance.

Community Development Fund:

With only 40% of permit revenue in through January, the fund is relying on other resources including program management fees and the subsidy from the General Fund. To date, program managements fees collected total nearly \$1.1M. As of the end of the January, revenues for the CD Fund are outpacing the expenditures by approximately \$506K.

Road Operating Fund:

Gas Tax and Vehicle Registration Fee revenues have started to come in nearer to the 'normal' as more drivers are taking to the road. As of January, the fund has receive 49% of the amount budgeted. Public Works continues to closely monitor the fund's operating expenditures.

Utility Funds:

As of January, the utility operating funds are meeting expectations.

City of Wilsonville - Fund Summaries Reporting Month: JAN FY 2021
--

	Current Year Budget	Year to Date Activity	Remaining Balance	Remaining %
110 - General Fund				
Taxes	\$ 11,954,800	\$ 8,788,394	\$ 3,166,406	26%
Intergovernmental	2,415,495	669,661	1,745,834	72%
Licenses and permits	182,750	162,779	19,971	11%
Charges for services	672,610	247,000	425,610	63%
Fines and forfeitures	320,000	106,741	213,259	67%
Investment revenue	163,900	72,566	91,334	56%
Other revenues	665,250	552,802	112,448	17%
Transfers in	4,151,876	2,562,129	1,589,748	38%
TOTAL REVENUES	\$ 20,526,681	\$ 13,162,071	\$ 7,364,610	36%
Personnel services	\$ 9,334,432	\$ 4,392,898	\$ 4,941,534	53%
Materials and services	10,448,382	2,943,107	7,505,275	72%
Capital outlay	20,000	25,473	(5,473)	-27%
Transfers out	6,373,062	3,763,664	2,609,398	41%
TOTAL EXPENDITURES	\$ 26,175,876	\$ 11,125,143	\$ 15,050,733	57%
610 - Fleet Fund				
Charges for services	\$ 1,411,703	\$ 823,740	\$ 587,963	42%
Investment revenue	9,600	7,391	2,209	23%
Other revenues	18,000	2,390	15,610	87%
TOTAL REVENUES	\$ 1,439,303	\$ 833,520	\$ 605,783	42%
Personnel services	\$ 788,700	\$ 340,342	\$ 448,358	57%
Materials and services	676,906	284,806	392,100	58%
Capital outlay	65,000	-	65,000	100%
Transfers out	2,400	1,400	1,000	42%
TOTAL EXPENDITURES	\$ 1,533,006	\$ 626,547	\$ 906,459	59%
230 - Building Inspection Fund				
Licenses and permits	\$ 950,565	\$ 519,098	\$ 431,467	45%
Charges for services	9,600	5,600	4,000	42%
Investment revenue	22,800	25,984	(3,184)	-14%
Transfers in	40,883	23,849	17,034	42%
TOTAL REVENUES	\$ 1,023,848	\$ 574,530	\$ 449,318	44%
Personnel services	\$ 1,081,750	\$ 508,624	\$ 573,126	53%
Materials and services	165,347	95,794	69,553	42%
Transfers out	405,321	209,306	196,016	48%
TOTAL EXPENDITURES	\$ 1,652,418	\$ 813,723	\$ 838,695	51%
231 - Community Development Fund				
Intergovernmental	\$ 63,000	\$ -	\$ 63,000	100%
Licenses and permits	709,723	281,701	428,022	60%
Charges for services	619,450	288,762	330,688	53%
Investment revenue	12,500	23,041	(10,541)	-84%
Other revenues	250	140	110	44%
Transfers in	3,119,134	1,866,623	1,252,511	40%
TOTAL REVENUES	\$ 4,524,057	\$ 2,460,267	\$ 2,063,790	46%
Personnel services	\$ 3,215,620	\$ 1,453,796	\$ 1,761,824	55%
Materials and services	712,625	159,058	553,567	78%
Transfers out	584,243	340,809	243,434	42%
TOTAL EXPENDITURES	\$ 4,512,488	\$ 1,953,663	\$ 2,558,825	57%
240 - Road Operating Fund				
Intergovernmental	\$ 2,382,151	\$ 928,737	\$ 1,453,414	61%
Investment revenue	2,000	9,440	(7,440)	-372%
Other revenues	2,000	2,418	(418)	-21%
TOTAL REVENUES	\$ 2,386,151	\$ 940,596	\$ 1,445,555	61%
Personnel services	\$ 382,270	\$ 162,573	\$ 219,697	57%
Materials and services	514,578	202,507	312,071	61%
Capital outlay	13,000	10,246	2,754	21%
Debt service	82,000	81,446	554	1%
Transfers out	1,525,765	222,432	1,303,333	85%
TOTAL EXPENDITURES	\$ 2,517,613	\$ 679,203	\$ 1,838,410	73%

City of Wilsonville - Fund Summaries Reporting Month: JAN FY 2021
--

	Current Year Budget	Year to Date Activity	Remaining Balance	Remaining %
241 - Road Maintenance Fund				
Charges for services	\$ 2,065,000	\$ 1,231,224	\$ 833,776	40%
Investment revenue	3,100	21,403	(18,303)	-590%
TOTAL REVENUES	\$ 2,068,100	\$ 1,252,626	\$ 815,474	39%
Transfers out	\$ 4,092,922	\$ 1,099,092	\$ 2,993,830	73%
TOTAL EXPENDITURES	\$ 4,092,922	\$ 1,099,092	\$ 2,993,830	73%
260 - Transit Fund				
Taxes	\$ 5,050,000	\$ 2,905,111	\$ 2,144,889	42%
Intergovernmental	5,296,588	928,811	4,367,777	82%
Charges for services	170,000	-	170,000	100%
Fines and forfeitures	5,000	145,236	(140,236)	-2805%
Investment revenue	31,100	27,427	3,673	12%
Other revenues	16,000	-	16,000	100%
TOTAL REVENUES	\$ 10,568,688	\$ 4,006,584	\$ 6,562,104	62%
Personnel services	\$ 4,106,110	\$ 1,859,355	\$ 2,246,755	55%
Materials and services	2,268,268	873,334	1,394,934	61%
Capital outlay	2,629,941	383,124	2,246,817	85%
Transfers out	808,863	346,717	462,146	57%
TOTAL EXPENDITURES	\$ 9,813,182	\$ 3,462,531	\$ 6,350,651	65%
510 - Water Operating Fund				
Charges for services	\$ 9,006,000	\$ 6,335,327	\$ 2,670,673	30%
Fines and forfeitures	19,000	(5)	19,005	100%
Investment revenue	195,000	140,947	54,053	28%
Other revenues	12,000	24,329	(12,329)	-103%
Transfers in	183,270	183,253	17	0%
TOTAL REVENUES	\$ 9,415,270	\$ 6,683,852	\$ 2,731,418	29%
Personnel services	\$ 615,190	\$ 256,973	\$ 358,217	58%
Materials and services	4,405,491	2,059,863	2,345,628	53%
Capital outlay	426,000	107,205	318,795	75%
Transfers out	4,003,411	739,009	3,264,402	82%
TOTAL EXPENDITURES	\$ 9,450,092	\$ 3,163,051	\$ 6,287,041	67%
520 - Sewer Operating Fund				
Charges for services	\$ 8,147,000	\$ 4,656,505	\$ 3,490,495	43%
Investment revenue	196,200	156,412	39,788	20%
Other revenues	18,000	17,919	81	0%
Transfers in	600,000	-	600,000	100%
TOTAL REVENUES	\$ 8,961,200	\$ 4,830,836	\$ 4,130,364	46%
Personnel services	\$ 365,500	\$ 179,624	\$ 185,876	51%
Materials and services	3,577,813	1,621,330	1,956,483	55%
Debt service	2,960,000	480,256	2,479,744	84%
Transfers out	4,617,870	1,429,723	3,188,147	69%
TOTAL EXPENDITURES	\$ 11,521,183	\$ 3,710,933	\$ 7,810,250	68%
550 - Street Lighting Fund				
Charges for services	\$ 524,150	\$ 311,881	\$ 212,269	40%
Investment revenue	12,500	6,652	5,848	47%
TOTAL REVENUES	\$ 536,650	\$ 318,533	\$ 218,117	41%
Materials and services	\$ 381,320	\$ 170,695	\$ 210,625	55%
Transfers out	1,305,247	91,147	1,214,100	93%
TOTAL EXPENDITURES	\$ 1,686,567	\$ 261,842	\$ 1,424,725	84%
570 - Stormwater Operating Fund				
Charges for services	\$ 3,370,000	\$ 1,922,982	\$ 1,447,018	43%
Investment revenue	15,300	16,618	(1,318)	-9%
Transfers in	2,500,000	2,500,000	-	0%
TOTAL REVENUES	\$ 5,885,300	\$ 4,439,600	\$ 1,445,700	25%
Personnel services	\$ 270,080	\$ 126,582	\$ 143,498	53%
Materials and services	782,453	299,361	483,092	62%
Capital outlay	13,000	9,950	3,050	23%
Debt service	679,200	616,907	62,293	9%
Transfers out	3,569,567	1,414,551	2,155,016	60%
TOTAL EXPENDITURES	\$ 5,314,300	\$ 2,467,351	\$ 2,846,949	54%

City of Wilsonville - SDC Fund Summaries
Reporting Month: JAN FY 2021

	Current Year Budget	Year to Date Activity	Remaining Balance	Remaining %
336 - Frog Pond Development				
Licenses and permits-West Hills	\$ 594,839	\$ 566,814	\$ 28,025	5%
Licenses and permits-Pahlisch	714,270	-	714,270	100%
Investment revenue	9,000	4,747	4,253	47%
TOTAL REVENUES	\$ 1,318,109	\$ 571,560	\$ 746,549	57%
Materials and services	\$ 9,240	\$ 884	\$ 8,356	90%
Transfers out	-	-	-	-
TOTAL EXPENDITURES	\$ 9,240	\$ 884	\$ 8,356	90%
346 - Roads SDC				
System Development Charges	\$ 2,493,198	\$ 848,488	\$ 1,644,710	66%
Investment revenue	85,500	37,290	48,210	56%
TOTAL REVENUES	\$ 2,578,698	\$ 885,777	\$ 1,692,921	66%
Materials and services	\$ 40,260	\$ 16,411	\$ 23,849	59%
Transfers out	8,130,655	336,445	7,794,210	96%
TOTAL EXPENDITURES	\$ 8,170,915	\$ 352,857	\$ 7,818,058	96%
396 - Parks SDC				
System Development Charges	\$ 683,311	\$ 297,826	\$ 385,485	56%
Investment revenue	46,000	21,868	24,132	52%
TOTAL REVENUES	\$ 729,311	\$ 319,694	\$ 409,617	56%
Materials and services	\$ 16,400	\$ 7,404	\$ 8,996	55%
Transfers out	4,415,206	2,500,234	1,914,972	43%
TOTAL EXPENDITURES	\$ 4,431,606	\$ 2,507,638	\$ 1,923,968	43%
516 - Water SDC				
System Development Charges	\$ 1,040,811	\$ 1,094,895	\$ (54,084)	-5%
Investment revenue	64,500	30,223	34,277	53%
TOTAL REVENUES	\$ 1,105,311	\$ 1,125,118	\$ (19,807)	-2%
Materials and services	\$ 25,180	\$ 10,047	\$ 15,133	60%
Transfers out	3,747,702	494,838	3,252,864	87%
TOTAL EXPENDITURES	\$ 3,772,882	\$ 504,885	\$ 3,267,997	87%
526 - Sewer SDC				
System Development Charges	\$ 884,015	\$ 239,696	\$ 644,319	73%
Investment revenue	56,200	48,050	8,150	15%
TOTAL REVENUES	\$ 940,215	\$ 287,746	\$ 652,469	69%
Materials and services	\$ 21,410	\$ 7,440	\$ 13,970	65%
Transfers out	7,380,605	1,170,041	6,210,564	84%
TOTAL EXPENDITURES	\$ 7,402,015	\$ 1,177,481	\$ 6,224,534	84%
576 - Stormwater SDC				
System Development Charges	\$ 591,623	\$ 103,095	\$ 488,528	83%
Investment revenue	27,800	14,326	13,474	48%
TOTAL REVENUES	\$ 619,423	\$ 117,421	\$ 502,002	81%
Materials and services	\$ 5,580	\$ 2,273	\$ 3,307	59%
Transfers out	361,697	21,348	340,349	94%
TOTAL EXPENDITURES	\$ 367,277	\$ 23,621	\$ 343,656	94%

City of Wilsonville - URA Fund Summaries Reporting Month: JAN FY 2021
--

	Current Year Budget	Year to Date Activity	Remaining Balance	Remaining %
800 - Year 2000 Program Income				
Investment revenue	\$ 8,600	\$ 3,610	\$ 4,990	58%
Other revenues	150,000	101,796	48,204	32%
Transfers in	-	-	-	-
TOTAL REVENUES	\$ 158,600	\$ 105,406	\$ 53,194	34%
Materials and services	\$ 50,000	\$ 14,444	\$ 35,556	71%
Transfers out	-	-	-	-
TOTAL EXPENDITURES	\$ 50,000	\$ 14,444	\$ 35,556	71%
805 - Year 2000 Capital Projects				
Investment revenue	\$ 89,600	\$ 57,205	\$ 32,395	36%
Other revenues	-	-	-	-
Transfers in	-	-	-	-
TOTAL REVENUES	\$ 89,600	\$ 57,205	\$ 32,395	36%
Materials and services	\$ 631,260	\$ 269,936	\$ 361,324	57%
Capital outlay	9,435,473	71,411	9,364,062	99%
Transfers out	-	-	-	-
TOTAL EXPENDITURES	\$ 10,066,733	\$ 341,348	\$ 9,725,385	97%
807 - Year 2000 Debt Service				
Taxes	\$ 4,074,200	\$ 3,671,143	\$ 403,057	10%
Investment revenue	132,200	35,877	96,323	73%
Other revenues	-	-	-	-
Transfers in	-	-	-	-
TOTAL REVENUES	\$ 4,206,400	\$ 3,707,020	\$ 499,380	12%
Materials and services	\$ -	\$ -	\$ -	-
Debt service	597,500	101,681	495,819	83%
Transfers out	-	-	-	-
TOTAL EXPENDITURES	\$ 597,500	\$ 101,681	\$ 495,819	83%
810 - Westside Program Income				
Investment revenue	\$ 1,800	\$ 873	\$ 927	51%
Other revenues	-	-	-	-
Transfers in	-	-	-	-
TOTAL REVENUES	\$ 1,800	\$ 873	\$ 927	51%
Materials and services	\$ -	\$ -	\$ -	-
Capital outlay	-	-	-	-
Transfers out	-	-	-	-
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	-

City of Wilsonville - URA Fund Summaries Reporting Month: JAN FY 2021
--

	Current Year Budget	Year to Date Activity	Remaining Balance	Remaining %
815 - Westside Capital Projects				
Investment revenue	\$ 17,700	\$ 3,706	\$ 13,994	79%
Other revenues	-	-	-	-
Transfers in	-	-	-	-
TOTAL REVENUES	\$ 17,700	\$ 3,706	\$ 13,994	79%
Materials and services	\$ 1,000,970	\$ 733,258	\$ 267,712	27%
Capital outlay	-	-	-	-
Transfers out	-	-	-	-
TOTAL EXPENDITURES	\$ 1,000,970	\$ 733,258	\$ 267,712	27%
817 - Westside Debt Service				
Taxes	\$ 5,084,500	\$ 4,575,281	\$ 509,219	10%
Intergovernmental	-	-	-	-
Investment revenue	115,000	69,639	45,361	39%
Other revenues	-	-	-	-
Transfers in	-	-	-	-
TOTAL REVENUES	\$ 5,199,500	\$ 4,644,920	\$ 554,580	11%
Materials and services	\$ -	\$ -	\$ -	-
Debt service	2,725,000	1,152,191	1,572,809	58%
Transfers out	-	-	-	-
TOTAL EXPENDITURES	\$ 2,725,000	\$ 1,152,191	\$ 1,572,809	58%
825 - Coffee Creek Capital Projects				
Investment revenue	\$ 17,900	\$ 1,544	\$ 16,356	91%
Other revenues	-	-	-	-
Transfers in	500,000	500,000	-	0%
TOTAL REVENUES	\$ 517,900	\$ 501,544	\$ 16,356	3%
Materials and services	\$ 102,000	\$ 25,873	\$ 76,127	75%
Capital outlay	2,658,737	187,503	2,471,234	93%
Transfers out	-	-	-	-
TOTAL EXPENDITURES	\$ 2,760,737	\$ 213,376	\$ 2,547,361	92%
827 - Coffee Creek Debt Service				
Taxes	\$ 318,700	\$ 287,491	\$ 31,209	10%
Investment revenue	7,400	1,616	5,784	78%
Other revenues	-	-	-	-
Transfers in	-	-	-	-
TOTAL REVENUES	\$ 326,100	\$ 289,107	\$ 36,993	11%
Materials and services	\$ -	\$ -	\$ -	-
Debt service	778,000	639,382	138,618	18%
Transfers out	-	-	-	-
TOTAL EXPENDITURES	\$ 778,000	\$ 639,382	\$ 138,618	18%



JANUARY 2021 MONTHLY REPORT

From the Director

Due to scheduling issues, previously recorded children's programs were presented as "encore" performances in lieu of live performances. To bolster these programs, Youth Services staff assembled book bundles for Toddler Time and "Take and Make" activity packets which included activities and supplies for making crafts related to the month's encore Storytime performances. The "Take and Make" activity packets have proved to be a big hit during the pandemic and a great way to engage the community.

On the teen side, two programs were held: a 2020 Quarantine Bingo and a popular online game. The teen events continue to grow in attendance and provide an opportunity for teens to meet and converse online.

Adult programs continued with our regularly scheduled monthly Article Club, Book Club, and PROFILES presentation ("Dinosaurs Among Us!"). New this month was a writing workshop about "Story Arc and Point of View," taught by a local author and educator. The English Conversation Group resumed meeting on Tuesday evenings and Saturday mornings.

Summer Reading Program planning is underway in coordination with West Linn Public Library to provide similar reading challenge formats. We are also working with Libraries in Clackamas County (LINCC) to create a reading log that will be published in local Pamplin Media newspapers that all Clackamas County libraries can use. This will be the first year that this kind of wide-spread collaboration on summer reading is taking place.

Despite the library's limited open hours, citizens are making use of the Library's materials. Compared to pre-pandemic times, we have seen a 300% increase in the number of items that we have on our holds shelves awaiting pickup by citizens. Recently we are also seeing a 100% increase in the number of electronic library card applications.

The new furniture planning continues. As of this writing, nearly 90% of the old furniture has been claimed and taken away by other libraries and schools.

City Manager Bryan Cosgrove presented Youth Librarian Brad Clark with the Distinguished Service Award. Library Services Manager Steven Engelfried spoke of Brad's outstanding work and effort in making youth programs available online. Thanks to Brad's technical knowledge and leadership, the library was able to present live, interactive virtual versions of Family Storytime, Toddler Time, and teen events, as well as prerecorded videos of Baby Rhyme Time and Spanish Read-alouds for Niños for citizens to enjoy at their leisure.

-Pat Duke, Library Director



January 2021 Parks & Rec Report

Director's Report:

Happy 2021 Wilsonville– we made it! January had a lot in store for the Parks and Rec Department. Thanks to Linda Moulton, and her family, we have a new beautiful and thoughtful piece of art located inside the Park and Recreation Administration Office (located at 29600 SW Park Place, in Town Center Park). Hanging down from our ceiling are approximately 2,000 very colorful cranes, each representing an Oregonian life lost as a result of Covid-19. The public is encouraged to come view the art installation during office hours (Monday through Friday 8 AM to 5 PM).

Our Parks Crew has been extremely busy, as usual, bark dusting at various locations within Town Center, Court-side and the entrance of Memorial Park. The crew also installed new playground amenities this month, including a “Unity Teeter Tunnel”, and three new swings at River Fox Park.

The Community Center Nutrition Program continues to provide approximately 2,000 meals monthly. Our department fitness guru, Brad Moore, continues offering a variety of classes for citizen’s physical and mental well-being. Erica continues to offer numerous fun activities for the community including Valentine Card making kits, available for pick-up at the Parks and Rec Admin office through Friday, February 5. All valentines returned to the Parks and Rec Admin office by February 5 will be distributed to Wilsonville frontline workers.

Fingers crossed your Parks and Recreation Department will be able to start offering more traditional activities soon. Until then, be safe Wilsonville.

-Mike McCarty



Recreation Updates:

The Search for Cupid's Hearts:

Eight red hearts were hidden throughout Wilsonville on February 2, with the clues to their locations posted to social media (on Facebook @WilsonvilleParksandRec and Instagram @wvparcsandrec). Residents are encouraged to find at least five of the eight hearts, and show proof by sending in their photos to Recreation Coordinator Erica Behler at cupid-shearts@ci.wilsonville.or.us. Those who send their pictures in will be entered to win a valentines themed youth prize basket valued at \$50. Two winners will be chosen at random and announced on Friday, Feb. 12.

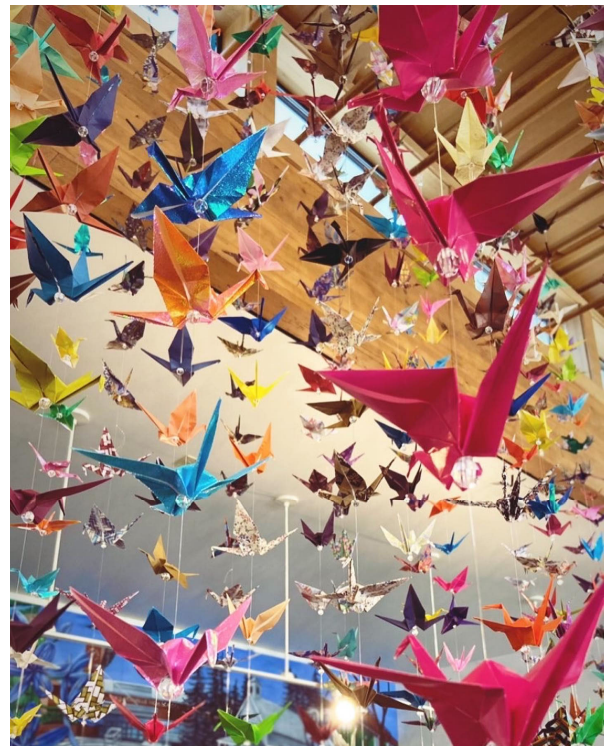


Community Valentine's for Frontline Workers:

Free valentine's card kits were made available this month at the Parks and Rec Admin office. Wilsonville residents were encouraged to come pick up a kit (or two or three) and create a valentine's card for a frontline worker. All valentines returned to the Parks and Rec Admin office by Friday, February 5 will be distributed to frontline workers in Wilsonville for valentines day.

Memorial Art Installation "Soaring Spirits" honors Oregonians lost to Covid-19:

Local Charbonneau resident, Linda Moulton, was the creative force behind the new memorial art piece on display at the Parks and Recreation building. Hanging from the ceiling are nearly 2,000 individual cranes, strung together with clear fishing line and beads. Each crane represents an Oregon life lost to the Covid-19 pandemic. It is both a beautiful, and heartbreaking visual of our State's collective loss.



Community Center Updates:

Recently staffed asked Creekside Woods residents who have been picking up a daily lunch as part of the Community Center's home-delivered meal (HDM) program, "What does the meal program mean to you?"

Below are some of our favorite responses:

"Getting lunch is the highlight of my day and I have been eating healthier since every meal contains vegetables."

-Deni Martin

"The HDM program is essential to feeding homebound seniors and people really need the meals during these times." - Donna Nuccitelli

"I enjoy bringing warm meals to my neighbors and enjoy checking up on everyone." -Frank Westfall. In addition to picking up his own meal, Frank delivers daily meals to six of his neighbors.

The ever popular Stretch, Strength and Stamina class is returning...virtually. Taught by Certified Personal Trainer, Brad Moore, the class will offer the opportunity to stand or sit in a chair while you exercise. This offering will be added to existing small group training, personal training and the weight loss support group that have all been well received throughout the pandemic.

Staff has begun working with local sports organization to prepare for the return of organized sport this spring. With the exception of a modified fall soccer program, local athletes have been unable to play since last March. Strict health and safety protocols will be followed but its exciting to help facilitate the return to play.

Community Center staff continues to work with AARP Tax Volunteers to determine how the free tax preparation service may look in 2021. This service is vitally important to older adult members of the community and staff is committed to finding a solution to safely offer the program this Spring.

Board Highlights

Kitakata Sister City Advisory Board— The Kitakata Sister City Advisory board met for the first time on Wednesday, January 27. The board selected Ashleigh Sumerlin as chair and Aaron Reyna as vice chair. The board reviewed the bylaws and received training on Roberts rules of order.

Korean War Memorial Foundation of Oregon – The Board is quickly approaching its fundraising goal of \$150,000 for the design and build of the Korean War Memorial Interpretive Center. Initial designs are expected in the upcoming weeks.

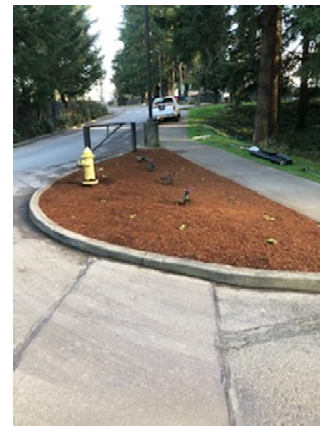
Parks and Rec Advisory Board – The Board received a mid-year update from Department staff and began discussion of Board goals for 2021.

Wilsonville Community Seniors Inc Board – Began discussions on possible fundraising opportunities in 2021.



Spring Cleaning:

Although it may still technically be winter, the parks maintenance has been busy ensuring that the parks are in tip top shape as we head into spring. Utilizing a technical skill set and a team based approach the team has been able to finish several important tasks that will help the parks shine year round.



Blackberry Mitigation:

The team has spent time mechanically controlling blackberries at Town Center Park. The end result is a reclaimed landscape bed with almost a dozen new native plantings and new bark dust to help control the blackberries going forward. Projects like this are critical in the teams long term plan to help control invasive plant species by being proactive and looking for long term solutions.



New Playground Amenities:

The “Unity Teeter Tunnel” at Murase Plaza playground





City of Wilsonville Police

January 2021

Wilsonville Police Officers first encountered Joshua Lee Mathes early the morning of January 15. Deputy C. Warren attempted to conduct a traffic stop, which sparked a pursuit. Mr. Mathes was apprehended quickly with the help of two additional deputies. He was taken into custody on multiple charges and arrested on warrants from other jurisdictions. As of January 21, 2021, he was still being held for Attempted Assault I, Unlawful Use of a Weapon, Menacing, Harassment, Recklessly Endangering, Driving Suspended or Revoked, Eluding a Police Officer, and Resisting Arrest. Arraignment was scheduled for late January 2021.



Early in January 2021, Wilsonville Police installed a radar speed reader in the SW Meadows Loop, SW Willows Creek neighborhood. The area has long experienced ongoing traffic issues. We're working to better understand the dynamics, slow down drivers. and improve safety.

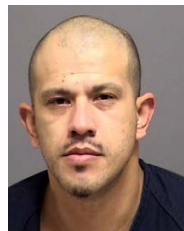


Mmm Breakfast! Staff at the Wilsonville Springs hosted a drive-thru breakfast on January 7 for First Responders. Think yogurt parfait, pancakes, coffee, orange juice, eggs, bacon...it was all very delicious and very much appreciated.

GRATEFUL from our hearts to yours.



Wilsonville Police Officers made contact with two subjects at 11:40p on January 11. Deputy C. Hogg noticed someone lying on the ground behind a black Honda Civic De Sol in the Wilsonville Target parking lot. Its plates returned information the vehicle was stolen, and he called for backup. Ultimately, the driver, Adrian Mendoza, was taken into custody on multiple charges, including Possession of a Stolen Vehicle, Possession of Burglar Tools, and Felon in Possession of a Firearm. His female passenger, Eurikya Caye, was arrested for Identity Theft. Both cases rest with the Clackamas County District Attorney's Office.



WILSONVILLE MONTHLY ACTIVITY REPORT January 2021

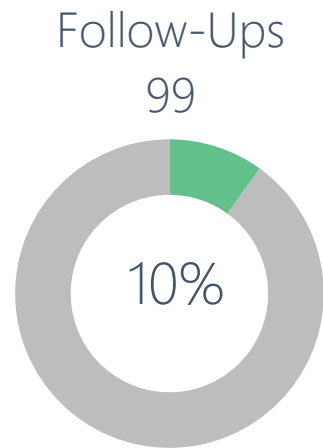
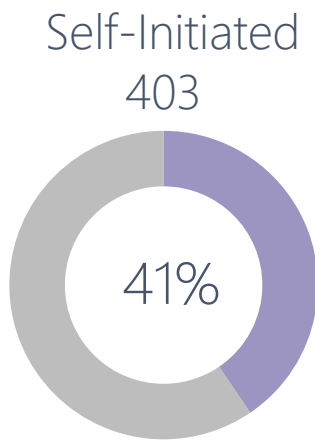
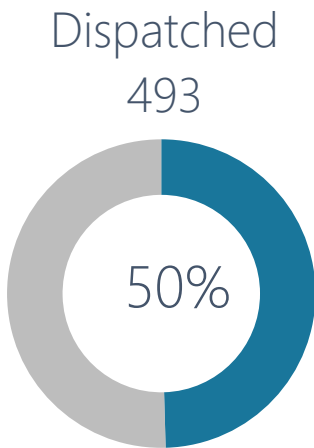
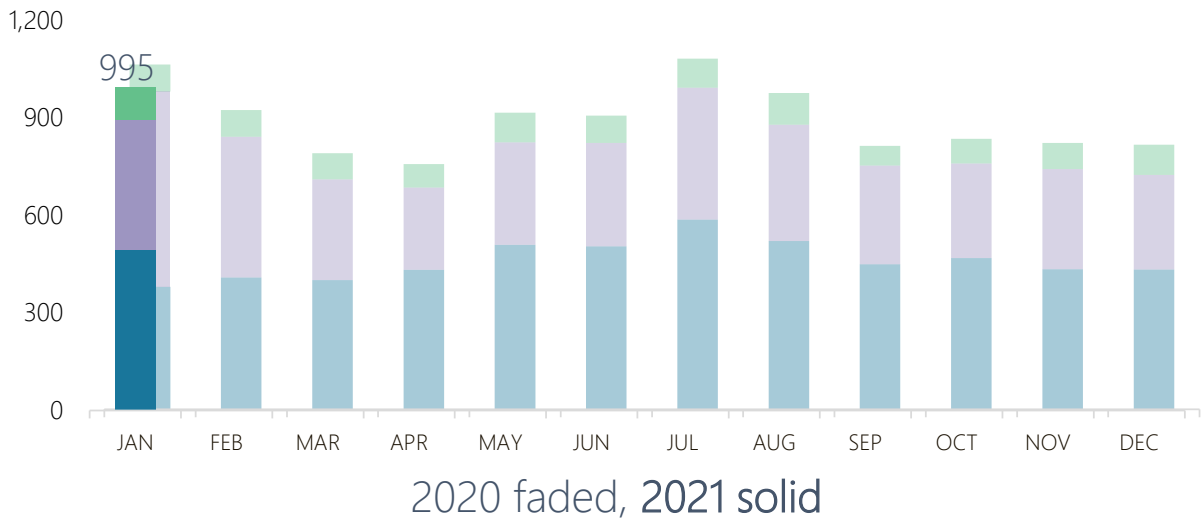


CITY OF WILSONVILLE POLICE DEPARTMENT
30000 SW Town Center Loop
Wilsonville, OR 97070

In Partnership with



**Clackamas County
Sheriff's Office**



15.9

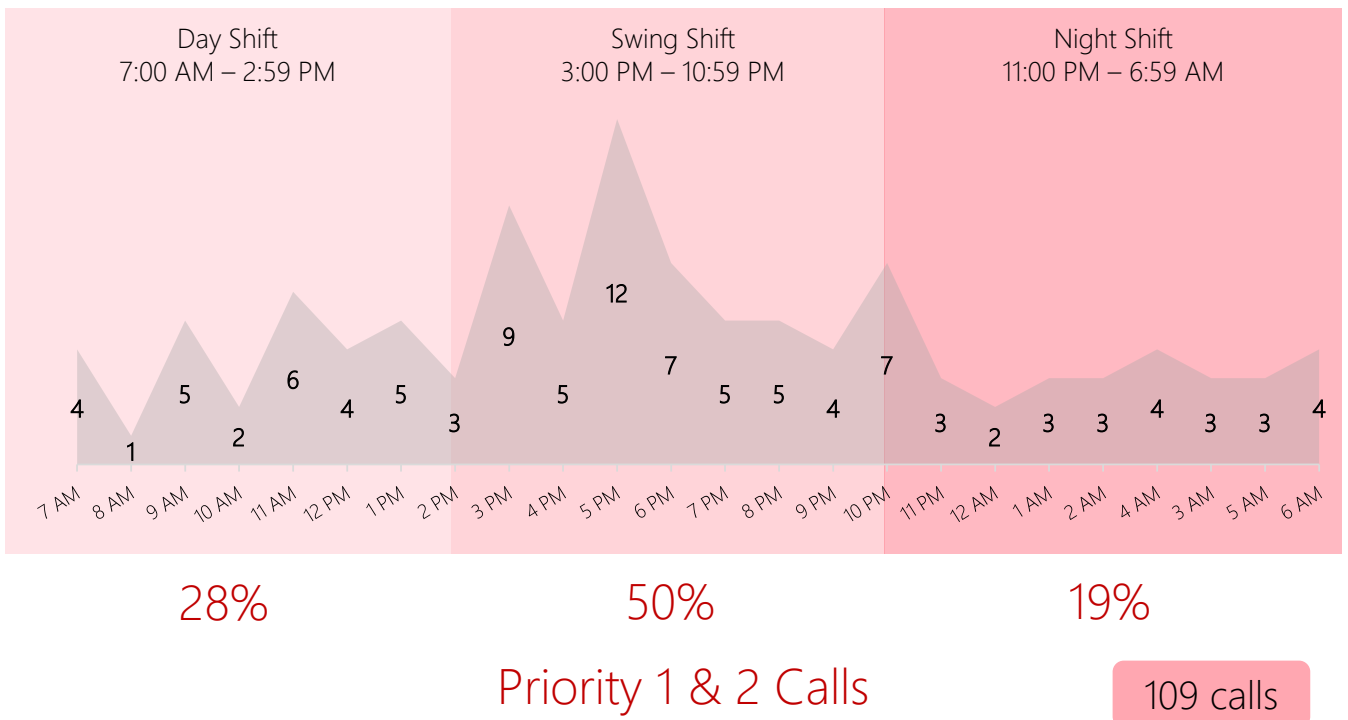
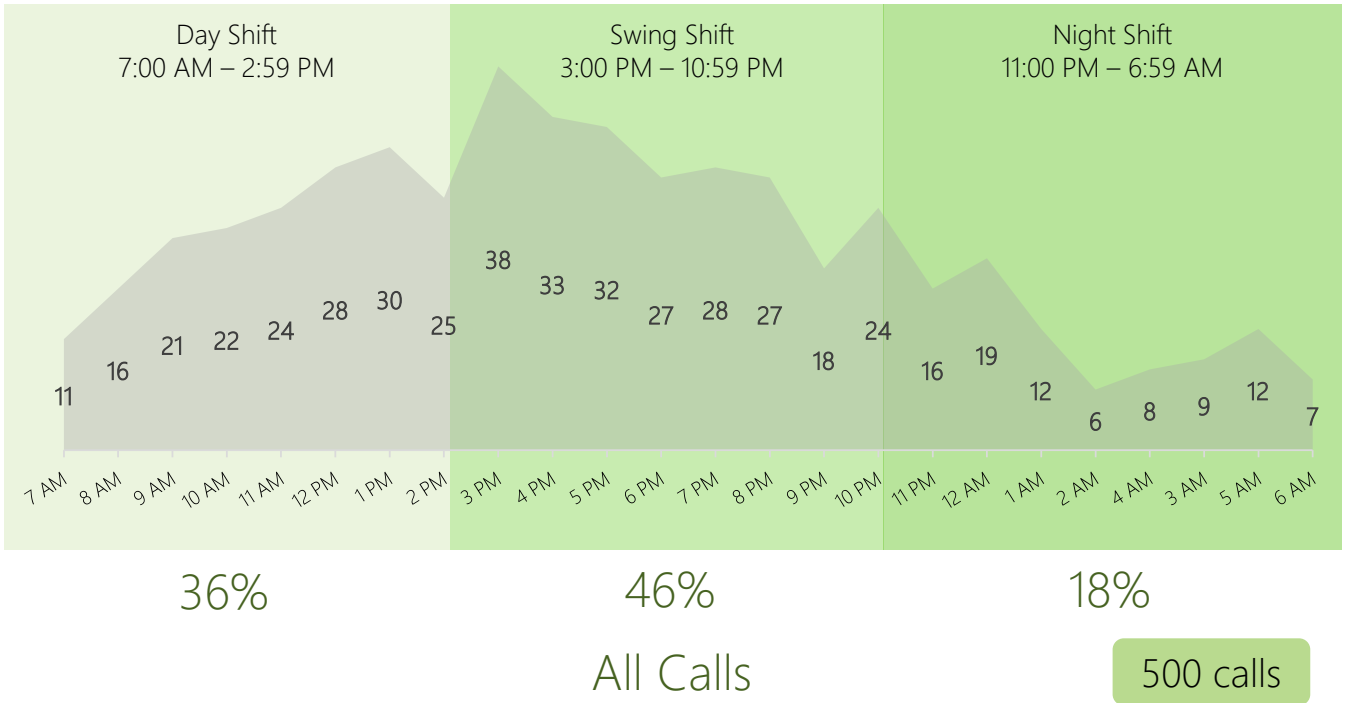
Daily Average Calls
13.0

3.2

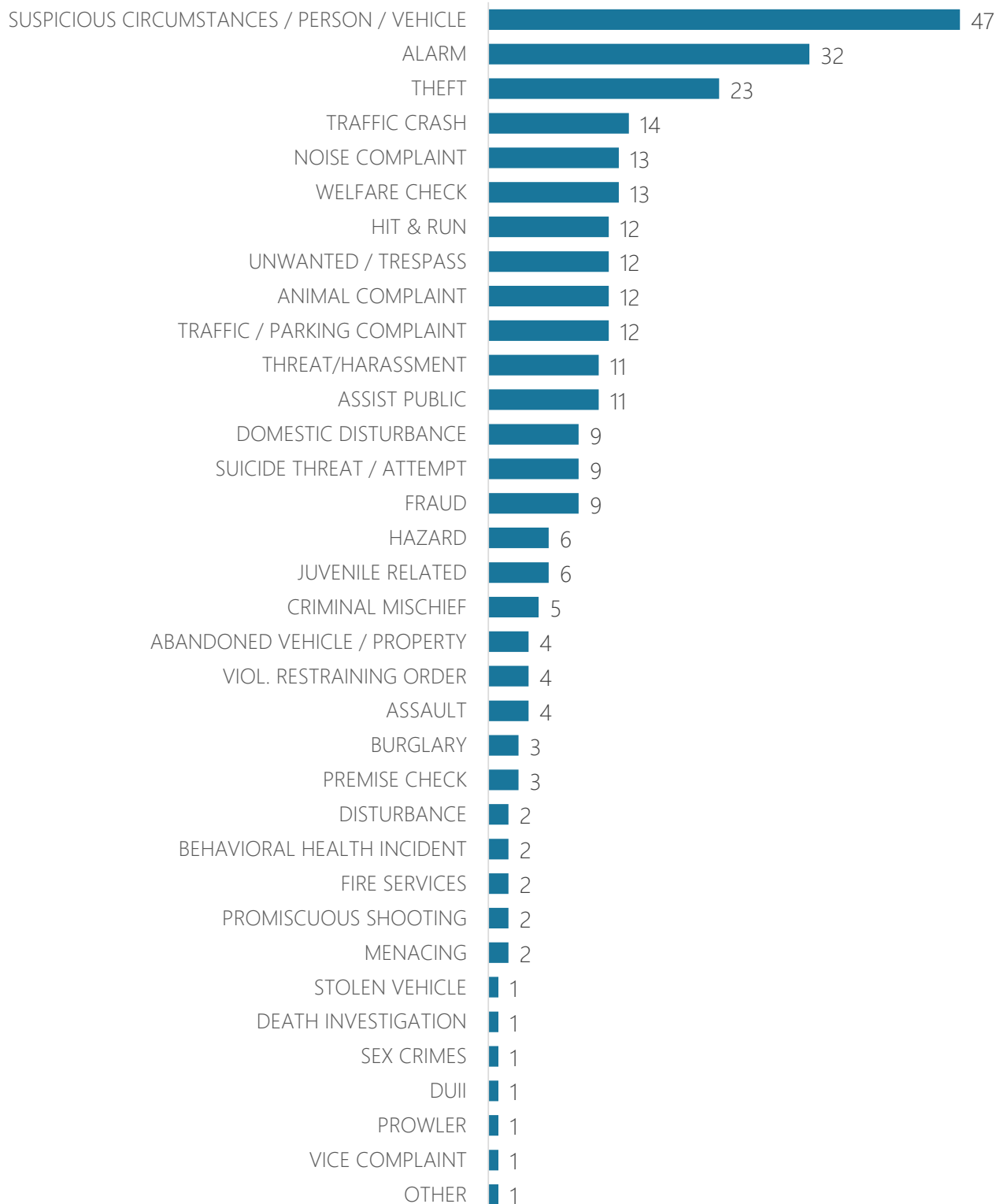
Median Hold & Response Times for Dispatched Calls

Duration Type	All Calls	Priority 1 & 2 Calls
Hold Duration (Input to Dispatch)	3:26	2:13
Response Duration (Dispatch to Arrival)	5:28	4:48

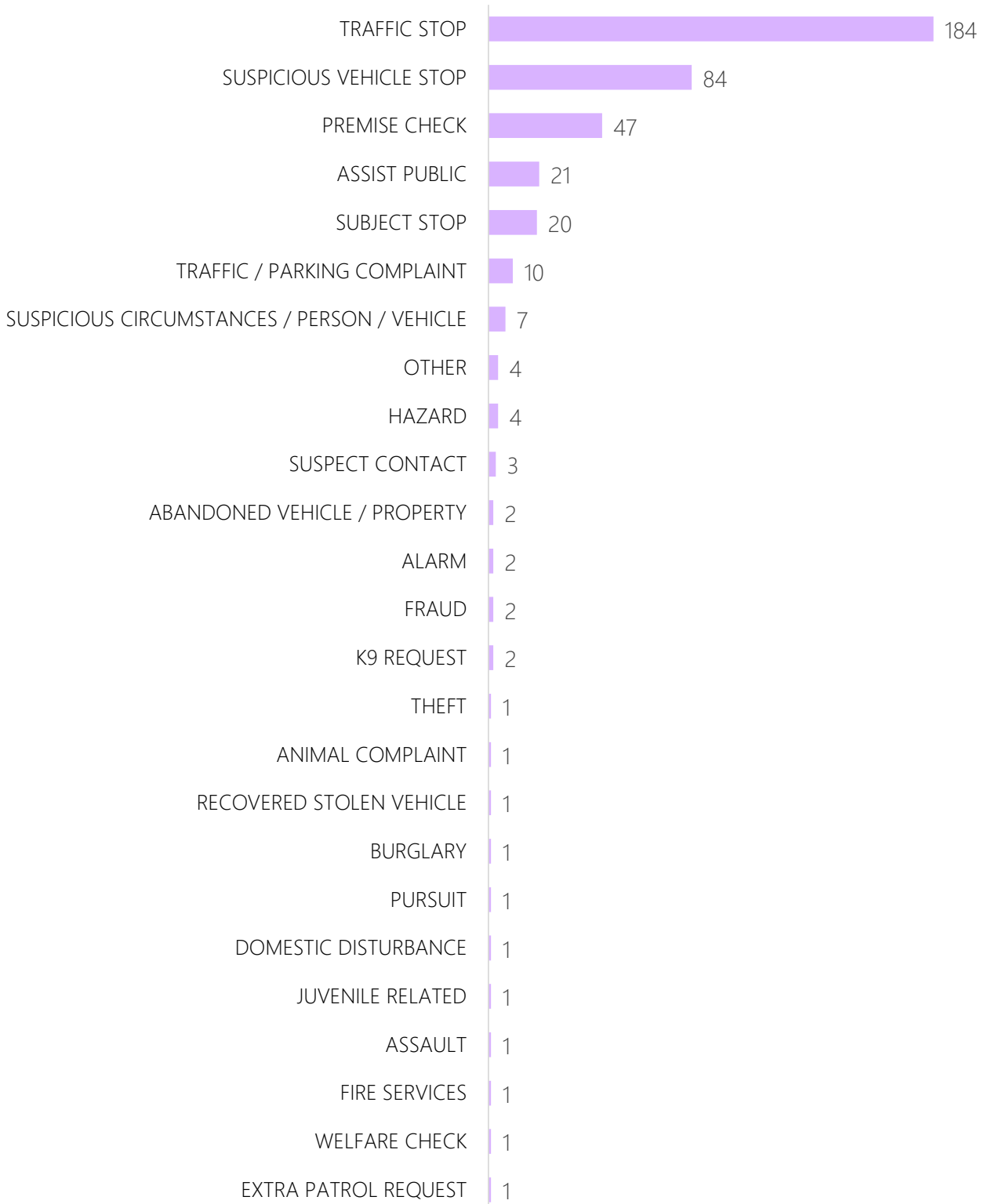
Dispatched Calls for Service Breakdown by Hour of Day & Shift Time Groupings (not actual breakdown of Wilsonville PD shift schedules)



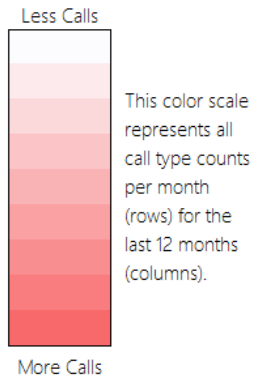
Dispatched Call Types



Self-Initiated Call Types

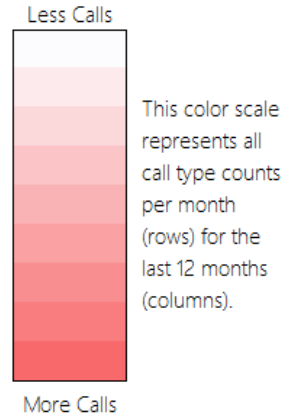


Dispatched Call Types	2020												2021	Rolling Monthly Average
	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan		
ABANDONED VEHICLE / PROPERTY	10	11	17	11	18	14	20	16	10	10	6	7	12.5	
ALARM (3rd)	48	52	40	0	47	53	49	48	55	60	38	48	44.8	
ANIMAL COMPLAINT	7	22	6	0	18	26	26	11	18	10	18	13	14.6	
ARSON	0	0	0	0	0	0	0	1	0	0	0	0	0.1	
ASSAULT	5	4	4	0	4	4	7	1	4	2	2	4	3.4	
ASSIST PUBLIC (4th)	32	36	28	9	43	62	35	39	44	30	28	31	34.8	
BEHAVIORAL HEALTH INCIDENT	24	18	8	0	16	25	11	24	20	27	26	16	17.9	
BURGLARY	7	7	1	0	5	3	10	3	10	3	8	3	5.0	
COVER OFFICER	1	0	0	1	1	4	4	0	0	1	1	0	1.1	
CRIMINAL MISCHIEF	7	5	10	16	21	13	22	18	12	14	16	7	13.4	
DEATH INVESTIGATION	4	1	0	3	4	2	4	1	1	4	3	3	2.5	
DISTURBANCE	7	8	11	7	6	13	11	8	8	6	7	7	8.3	
DOMESTIC DISTURBANCE	19	32	21	31	36	23	27	17	32	22	25	35	26.7	
DUIII	10	3	3	5	1	4	7	2	5	12	6	4	5.2	
EXTRA PATROL REQUEST	1	0	1	0	0	0	5	3	1	3	0	1	1.3	
FIRE SERVICES	7	8	3	0	7	5	7	2	10	9	7	3	5.7	
FRAUD	19	16	22	19	19	31	29	18	10	18	25	16	20.2	
HAZARD	7	3	5	4	3	5	6	5	10	7	9	4	5.7	
HIT & RUN	11	10	13	12	9	15	17	9	11	3	12	19	11.8	
JUVENILE RELATED	17	23	17	15	24	22	14	12	16	13	18	10	16.8	
LITTERING	3	0	0	1	1	3	0	2	0	0	0	1	0.9	
MARINE PATROL	1	0	1	0	0	0	1	0	0	0	0	0	0.3	
MENACING	0	0	1	0	0	0	1	2	3	0	0	0	0.6	
MINOR IN POSSESSION	2	4	1	1	1	1	1	0	1	2	0	0	1.2	
MISSING PERSON	5	6	5	5	6	1	4	3	2	3	6	7	4.4	
NOISE COMPLAINT	9	17	16	20	21	16	15	13	12	7	3	15	13.7	
OTHER	2	1	5	2	2	4	0	0	0	0	2	0	1.5	
OVERDOSE	0	0	0	0	2	1	0	1	0	0	1	2	0.6	
PREMISE CHECK	1	0	4	1	0	0	0	0	0	0	0	0	0.5	
PROMISCUOUS SHOOTING	0	2	3	1	0	0	3	0	1	1	0	1	1.0	
PROWLER	1	2	0	1	1	1	0	0	2	0	0	0	0.7	
PURSUIT	0	0	1	0	0	0	0	0	0	0	0	0	0.1	
RECOVERED STOLEN VEHICLE	1	2	2	5	3	2	1	1	1	2	1	3	2.0	
ROBBERY	0	0	0	1	1	1	0	1	2	0	0	1	0.6	
SEX CRIMES	0	2	3	1	0	4	3	1	4	2	4	0	2.0	
SHOOTING	0	0	0	0	0	0	1	0	0	0	1	0	0.2	
STOLEN VEHICLE	8	9	9	17	8	11	10	11	6	7	7	8	9.3	
SUBJECT STOP	0	0	0	1	0	0	0	0	0	0	0	0	0.1	
SUICIDE THREAT / ATTEMPT	16	8	14	8	10	11	14	13	9	13	9	13	11.5	
SUSPECT CONTACT	0	0	3	4	3	1	0	1	1	2	0	0	1.3	
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE (1st)	69	55	57	95	87	107	82	106	85	70	77	68	79.8	
SUSPICIOUS VEHICLE STOP	0	0	0	0	0	0	0	0	0	0	0	0	0.0	
THEFT (2nd)	40	36	75	66	51	64	48	57	49	39	47	46	51.5	
THREAT/HARASSMENT	19	20	29	22	33	23	21	20	18	23	20	16	22.0	
TRAFFIC / PARKING COMPLAINT	11	9	25	19	18	26	22	15	21	27	18	19	19.2	
TRAFFIC CRASH	13	11	6	8	13	15	14	8	12	15	17	9	11.8	
TRAFFIC STOP	0	0	0	0	0	1	0	0	0	0	0	0	0.1	
UNWANTED / TRESPASS	17	13	20	22	23	27	24	19	13	25	27	23	21.1	
VICE COMPLAINT	7	4	1	2	7	4	0	5	5	3	4	0	3.5	
VIOL RESTRAINING ORDER	1	1	5	6	2	6	7	6	8	4	5	1	4.3	
WARRANT SERVICE	1	1	0	2	0	1	0	2	0	1	0	1	0.8	
WELFARE CHECK (5th)	26	24	28	40	40	58	50	20	37	27	22	28	33.3	
Grand Total	496	486	524	484	615	713	633	545	569	527	526	493	550.9	



*Top 5 dispatched call types in last 12 months red

Self-Initiated Call Types	2020												2021	Rolling Monthly Average
	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan		
ABANDONED VEHICLE / PROPERTY	8	5	7	1	1	4	5	7	5	9	6	2	5.0	
ALARM	0	0	0	0	0	0	0	0	1	0	0	2	0.3	
ANIMAL COMPLAINT	2	2	5	0	4	4	3	4	2	2	2	1	2.6	
ASSAULT	0	0	0	0	0	0	0	0	0	0	0	1	0.1	
ASSIST PUBLIC (5th)	17	16	22	8	26	19	33	28	21	24	22	21	21.4	
BEHAVIORAL HEALTH INCIDENT	0	0	0	0	0	0	0	0	1	1	0	0	0.2	
BURGLARY	0	0	0	0	0	0	0	0	0	0	0	1	0.1	
CRIMINAL MISCHIEF	2	0	0	1	0	1	1	4	0	1	0	0	0.8	
DEATH INVESTIGATION	0	0	0	0	0	0	0	0	1	0	0	0	0.1	
DISTURBANCE	1	0	0	0	0	0	0	0	1	0	1	0	0.3	
DOMESTIC DISTURBANCE	0	0	0	0	0	0	0	0	0	0	1	1	0.2	
DUII	0	1	0	0	0	0	1	0	0	0	0	0	0.2	
EXTRA PATROL REQUEST (5th)	9	0	3	4	2	3	3	0	0	7	0	1	2.7	
FIRE SERVICES	0	0	1	0	0	0	0	0	0	1	0	1	0.3	
FRAUD	2	1	0	0	2	2	3	3	1	0	0	2	1.3	
HAZARD	0	3	1	0	1	3	3	4	1	5	2	4	2.3	
HIT & RUN	1	2	1	0	0	0	0	1	0	0	0	0	0.4	
JUVENILE RELATED	1	2	0	0	0	0	1	4	0	0	0	1	0.8	
K9 REQUEST	0	1	0	1	0	1	1	0	0	0	0	2	0.5	
MINOR IN POSSESSION	2	0	0	0	0	0	0	0	0	0	0	0	0.2	
MISSING PERSON	0	0	0	0	0	0	0	1	1	0	0	0	0.2	
NOISE COMPLAINT	0	0	0	0	0	1	0	0	0	0	0	0	0.1	
OTHER	0	4	5	2	5	1	2	8	2	6	2	4	3.4	
PREMISE CHECK (3rd)	57	83	88	55	99	98	38	34	26	33	51	47	59.1	
PURSUIT	1	0	1	0	0	0	1	0	0	0	0	1	0.3	
RECOVERED STOLEN VEHICLE	1	1	4	2	0	1	0	1	0	1	3	1	1.3	
SEX CRIMES	0	3	0	0	1	0	1	0	0	0	1	0	0.5	
STOLEN VEHICLE	0	0	0	1	1	0	0	1	0	0	1	0	0.3	
SUBJECT STOP (4th)	19	12	19	22	34	28	29	22	22	7	14	20	20.7	
SUICIDE THREAT / ATTEMPT	0	0	0	1	0	0	0	0	0	1	0	0	0.2	
SUSPECT CONTACT	4	5	5	1	3	4	4	1	0	3	0	3	2.8	
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE	4	5	18	21	10	19	13	8	6	6	4	7	10.1	
SUSPICIOUS VEHICLE STOP (2nd)	62	52	60	51	58	103	78	75	94	96	83	84	74.7	
THEFT	2	1	2	2	3	2	1	2	1	0	1	1	1.5	
THREAT/HARASSMENT	0	2	1	0	0	0	0	0	1	0	1	0	0.4	
TRAFFIC / PARKING COMPLAINT	17	10	8	11	9	10	15	16	10	11	6	10	11.1	
TRAFFIC CRASH	3	1	1	1	1	2	0	1	1	2	2	0	1.3	
TRAFFIC STOP (1st)	308	161	53	183	122	188	199	146	154	155	152	184	167.1	
UNWANTED / TRESPASS	1	0	2	1	1	0	0	0	0	1	0	0	0.5	
VICE COMPLAINT	0	0	1	0	0	0	1	0	0	0	0	0	0.2	
VIOL. RESTRAINING ORDER	0	0	0	0	0	0	0	0	1	0	0	0	0.1	
WARRANT SERVICE	2	3	1	0	3	1	1	0	1	1	0	0	1.1	
WELFARE CHECK	2	2	0	1	3	1	0	0	1	3	0	1	1.2	
Grand Total	528	378	309	370	389	496	437	371	355	376	355	403	397.3	



*Top 5 dispatched call types in last 12 months red

Dispatched Call Types

Dispatched Call Type	January			
	2020	# Diff.	% Diff.	2021
STOLEN VEHICLE	1	7	700%	8
SUICIDE THREAT / ATTEMPT	3	10	333%	13
RECOVERED STOLEN VEHICLE	1	2	200%	3
HIT & RUN	7	12	171%	19
BEHAVIORAL HEALTH INCIDENT	7	9	129%	16
DOMESTIC DISTURBANCE	16	19	119%	35
OVERDOSE	1	1	100%	2
NOISE COMPLAINT	10	5	50%	15
TRAFFIC / PARKING COMPLAINT	13	6	46%	19
MISSING PERSON	5	2	40%	7
HAZARD	3	1	33%	4
ASSIST PUBLIC	24	7	29%	31
ALARM	38	10	26%	48
UNWANTED / TRESPASS	19	4	21%	23
ANIMAL COMPLAINT	11	2	18%	13
CRIMINAL MISCHIEF	6	1	17%	7
THREAT/HARASSMENT	15	1	7%	16
FRAUD	16	0	No change	16
LITTERING	1	0	No change	1
PROMISCUOUS SHOOTING	1	0	No change	1
THEFT	46	0	No change	46
VIOL. RESTRAINING ORDER	1	0	No change	1
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE	71	-3	-4%	68
TRAFFIC CRASH	10	-1	-10%	9
WELFARE CHECK	32	-4	-13%	28
ASSAULT	6	-2	-33%	4
DUII	6	-2	-33%	4
DISTURBANCE	11	-4	-36%	7
JUVENILE RELATED	18	-8	-44%	10
ABANDONED VEHICLE / PROPERTY	14	-7	-50%	7
EXTRA PATROL REQUEST	2	-1	-50%	1
FIRE SERVICES	6	-3	-50%	3
WARRANT SERVICE	2	-1	-50%	1
BURGLARY	8	-5	-63%	3
COVER OFFICER	6	-6	-100%	0
MENACING	1	-1	-100%	0
MINOR IN POSSESSION	6	-6	-100%	0
PREMISE CHECK	1	-1	-100%	0
SEX CRIMES	4	-4	-100%	0
SUSPECT CONTACT	1	-1	-100%	0
SUSPICIOUS VEHICLE STOP	2	-2	-100%	0
TRAFFIC STOP	1	-1	-100%	0
VICE COMPLAINT	3	-3	-100%	0
DEATH INVESTIGATION	0	3	NC	3
ROBBERY	0	1	NC	1
Grand Total	456	37	8%	493

Increase

Decrease

NC = Not Calculable. A percentage difference is not calculable when the older value equals 0, as the newer value cannot divide into 0.

Self-Initiated Call Types

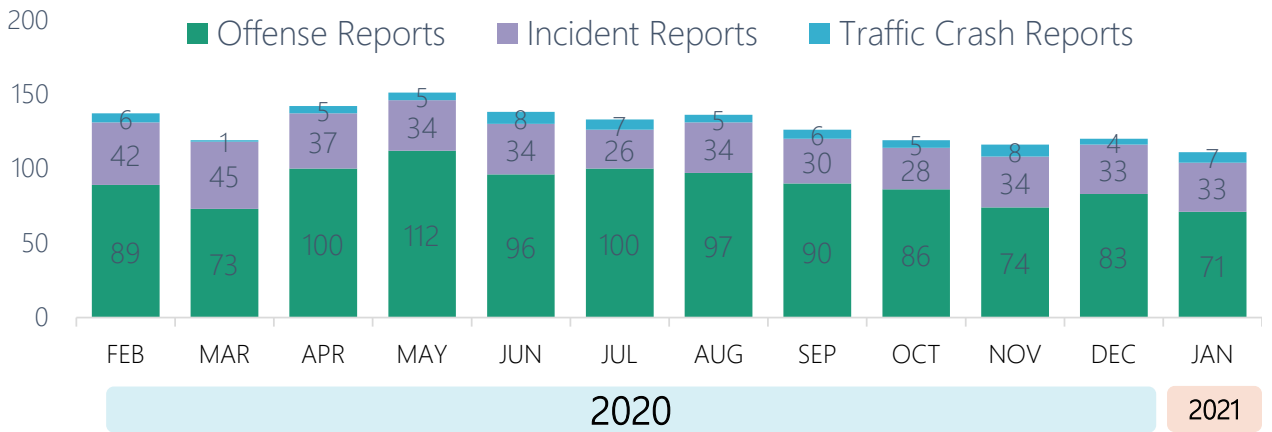
Self-Initiated Call Type	January			
	2020	# Diff.	% Diff.	2021
OTHER	1	3	300%	4
ABANDONED VEHICLE / PROPERTY	1	1	100%	2
ALARM	1	1	100%	2
HAZARD	2	2	100%	4
ASSAULT	1	0	No change	1
ASSIST PUBLIC	21	0	No change	21
FIRE SERVICES	1	0	No change	1
FRAUD	2	0	No change	2
JUVENILE RELATED	1	0	No change	1
PURSUIT	1	0	No change	1
RECOVERED STOLEN VEHICLE	1	0	No change	1
SUSPECT CONTACT	3	0	No change	3
SUSPICIOUS VEHICLE STOP	84	0	No change	84
WELFARE CHECK	1	0	No change	1
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE	8	-1	-13%	7
SUBJECT STOP	30	-10	-33%	20
PREMISE CHECK	98	-51	-52%	47
TRAFFIC STOP	390	-206	-53%	184
TRAFFIC / PARKING COMPLAINT	24	-14	-58%	10
THEFT	5	-4	-80%	1
ANIMAL COMPLAINT	7	-6	-86%	1
EXTRA PATROL REQUEST	15	-14	-93%	1
CRIMINAL MISCHIEF	6	-6	-100%	0
MINOR IN POSSESSION	3	-3	-100%	0
THREAT/HARASSMENT	1	-1	-100%	0
TRAFFIC CRASH	4	-4	-100%	0
WARRANT SERVICE	9	-9	-100%	0
BURGLARY	0	1	NC	1
DOMESTIC DISTURBANCE	0	1	NC	1
K9 REQUEST	0	2	NC	2
Grand Total	721	-318	-44%	403

Increase

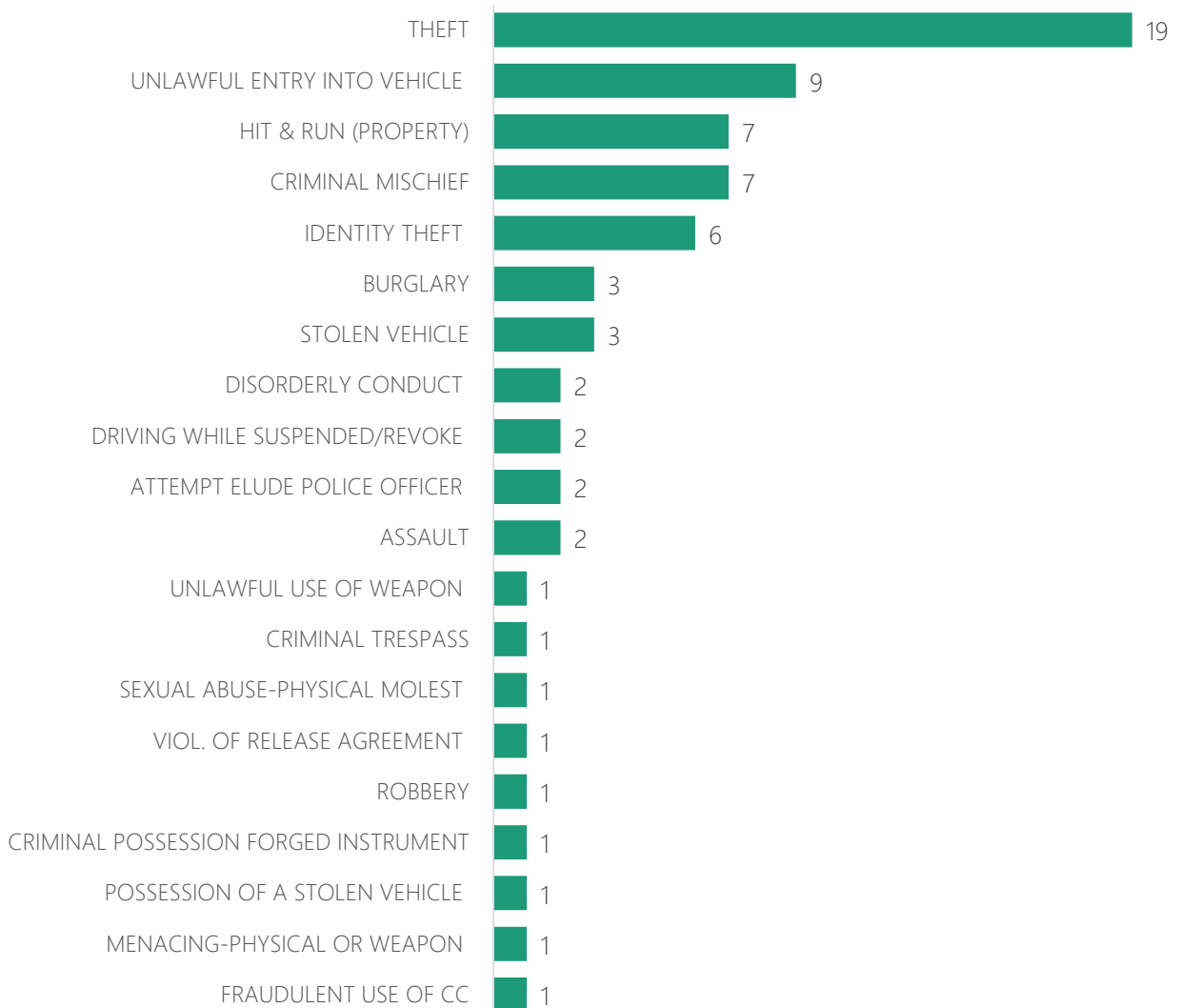
Decrease

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

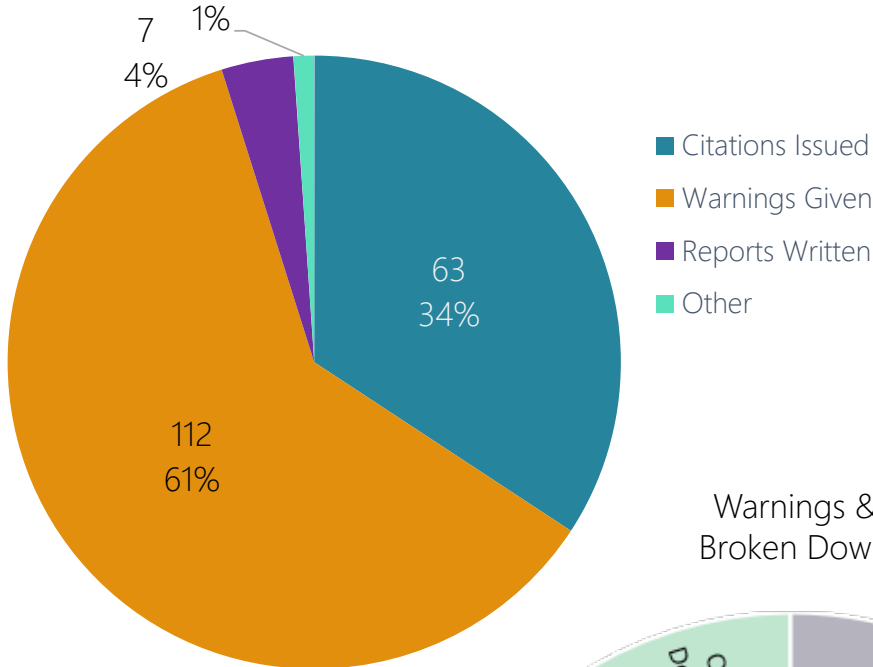


Offense Reports Written Breakdown by Top Charge

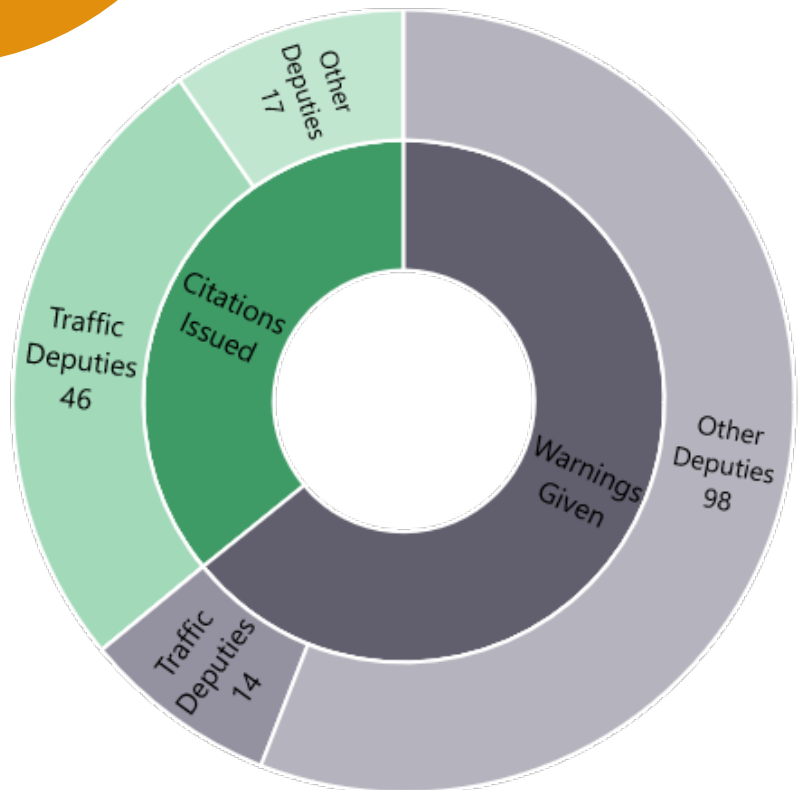


In January 2021, **184** traffic stops were made within the city limits, resulting in **63** citations issued, **112** warnings given, and **7** offense/incident reports created. Of the **63** citations issued, **88** violations were included (see next slide).

2 Traffic Stop Dispositions Types

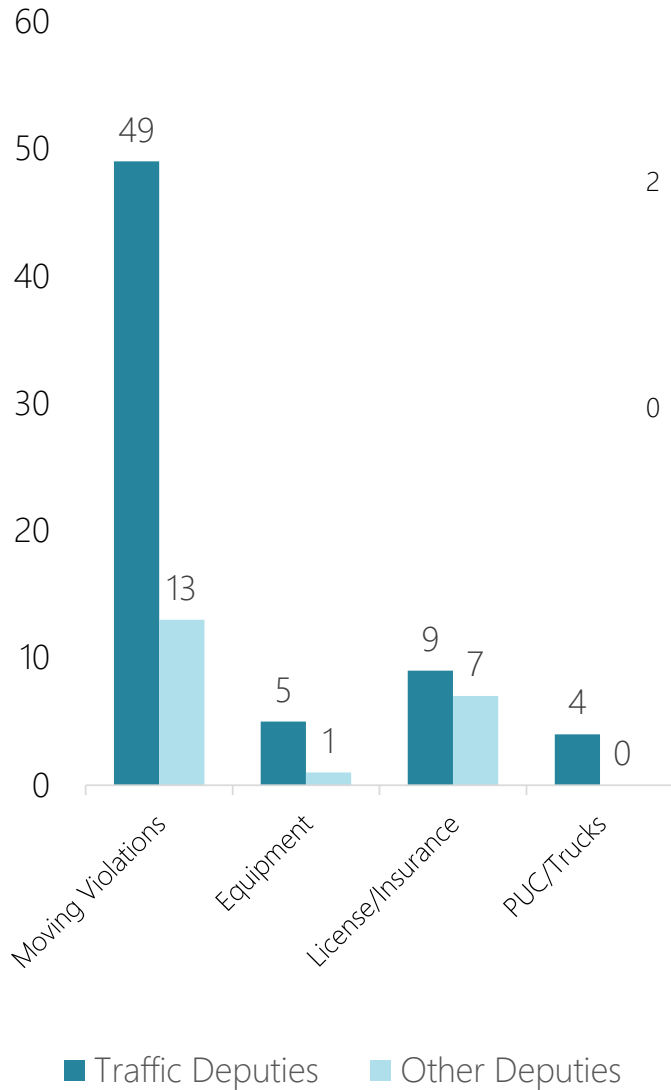


Warnings & Citations Issued Broken Down by Deputy Type

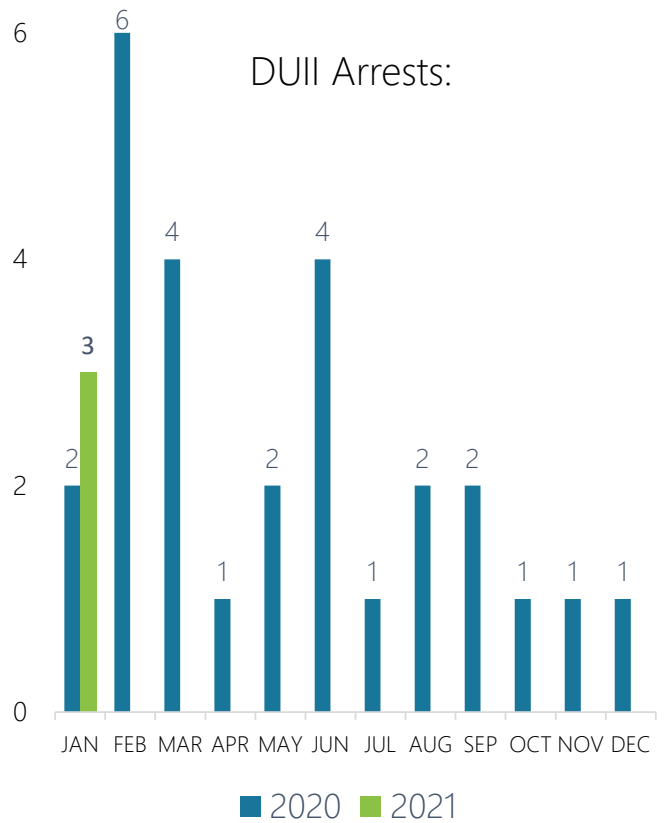


Citation Types Issued:

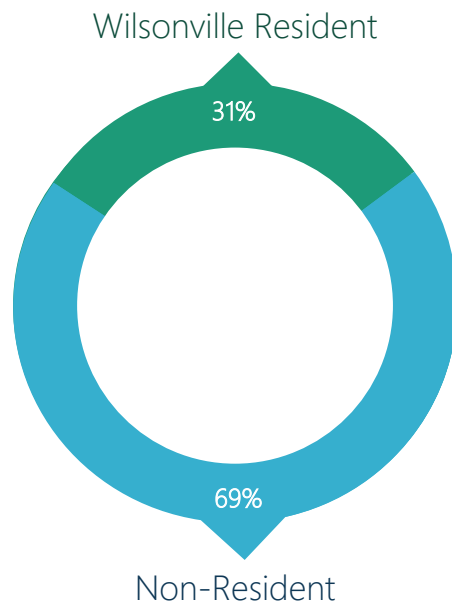
Of the **63** citations issued, **88** violations were included in the following types:



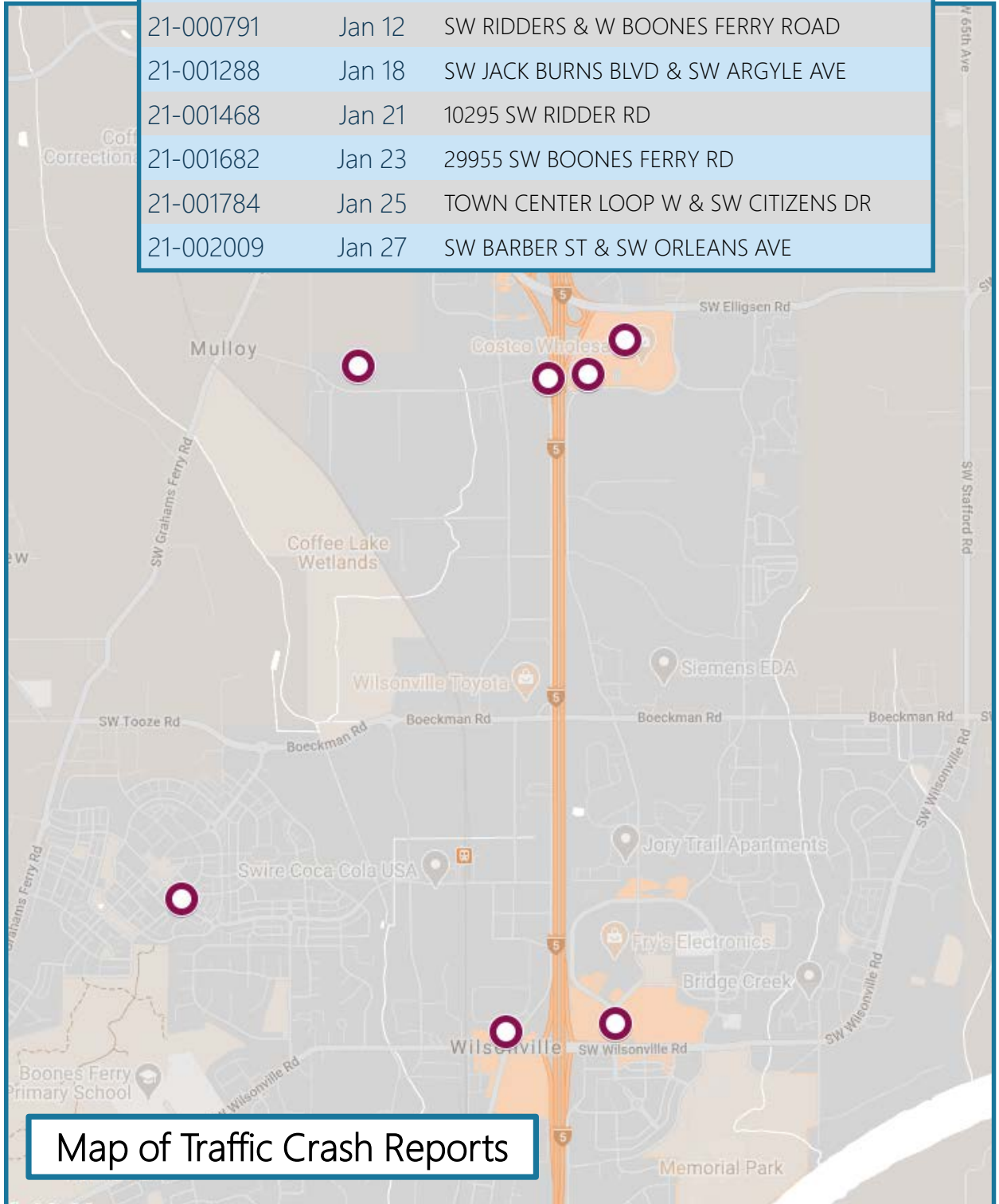
DUI Arrests:



Driver's Residency of Traffic Stop Subject (according to DL):



Case	Date	Address
21-000251	Jan 4	25925 SW HEATHER PI
21-000791	Jan 12	SW RIDDERS & W BOONES FERRY ROAD
21-001288	Jan 18	SW JACK BURNS BLVD & SW ARGYLE AVE
21-001468	Jan 21	10295 SW RIDDER RD
21-001682	Jan 23	29955 SW BOONES FERRY RD
21-001784	Jan 25	TOWN CENTER LOOP W & SW CITIZENS DR
21-002009	Jan 27	SW BARBER ST & SW ORLEANS AVE



Map of Traffic Crash Reports



JANUARY 2021 MONTHLY REPORT

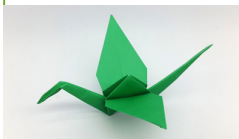
From The Director's Office:

Routinely the Public Works staff perform a myriad of tasks to preserve and maintain city infrastructure. Occasionally they are requested to provide services for very special projects such as the *Soaring Spirits* display at the Parks and Recreation building.

Facilities Maintenance Technician Javid Yamin was tasked with installation of *Soaring Spirits* which was designed by a Wilsonville resident to commemorate lives lost during the COVID-19 pandemic with paper origami cranes. Javid collaborated with City staff and the artist to create a lasting display using several stained wooden dowels mounted in the rafters to support the strands of cranes. Over 120 strands of these elegant cranes have been hung along the clerestory of the building. It is an amazing to see.



Starting the installation of Soaring Spirits



Best Regards,

Delora Kerber, Public Works Director

Utilities—Water

New Addition to the Water Crew

The water crew is pleased to announce a new member to the team, which fills a recent vacancy that had opened up due to a retirement. Chad Whiting has been promoted from the Utilities Maintenance Specialist position to a Water Technician Position.

Chad brings to the team over 14 years of experience working as a water distribution operator for the Springfield Utility Board. We are excited to put Chad's knowledge and skills to use repairing and maintaining the City of Wilsonville's water distribution system.



A familiar face, Chad Whiting

Wrapping up Annual Hydrant Inspections

This month the water crew continued to focus their efforts on wrapping up annual hydrant inspections and the valve actuation program. The crew will soon be shifting gears and begin replacing meters as part of the annual meter replacement program.



Sam Kinnaman turning valves

Utilities—Wastewater

Annual Inflow and Infiltration Report

As part of the National Pollutant Discharge Elimination System (NPDES) permit, the City is required to submit an annual Inflow and Infiltration (I & I) report. Inflow and infiltration occurs when ground water and surface water makes their way into the sanitary sewer collection system through cracks and holes in pipes and structures. Typically I & I occurs during the rainy season and puts extra strain on the wastewater treatment plant. The I & I reports annual statistics about how much of the sewer line was cleaned and how many manholes were repaired. In 2020, the Wastewater crew cleaned over 203,901 linear feet of sanitary sewer which is a new record high for the City. The crew repaired 53 manholes to improve flow conditions and reduce I & I. In addition to Public Works staff efforts, the Charbonneau Consolidated Improvement Plan CIP project included lining sewer mains with cast in place pipe (CIPP) to further reduce that ground and surface water from entering the system.

Teaming up with Engineering

The Wastewater crew has been working with the Engineering Department to assist with some potholing requests for future planning of the Charbonneau Consolidated Improvement Plan. Potholing is where the crew uses the hydro excavation feature of the Combination Cleaning Truck in order to dig down and expose potential utilities conflicts and take measurements of the findings. This information is then relayed to engineering so they can coordinate the relocation of the utility conflicts. The holes are back filled and re seeded with grass seed ,if necessary.



Potholed utilities



Backfilling the pothole

Facilities

Tree Reboot

The Facilities crew was tasked with replacing trees at the Wilsonville Transit Center that were not thriving. Daniel Morena used a saw to cut through the concrete, minimizing damage in order to access the tree base and then widen the opening. Great care was taken to keep as much of the concrete intact.



Cutting concrete

Due to the age of the trees and how deeply they were originally planted, heavy equipment was required to extract all the roots. After widening the hole in the concrete, two new tree types were planted: Crimson spire oak and European hornbeam. These trees will add shade during the summer months and vibrant red and yellow foliage in the fall.



Operating Excavator

Stormwater

Keep the Creek Flowing

During heavy rains in January, several streams flooded with water runoff from neighboring housing developments and streets. Boeckman Creek, west of Frog Pond, saw a marked increase in water volume. The creek has three inlets, but only two are visible. If the amount of water overwhelms the two inlets, the third is used to mitigate flooding.

Periodic inlet grate cleanings are required to keep the water flowing and prevent flooding. The Stormwater division was able to lower the water level an additional three feet by clearing the grates, allowing more water to flow freely and allowing the surrounding area to dry up.

Boeckman Creek Inlet #1



Before



After

Boeckman Creek Inlet #2



Before



After

Stormwater Cont.

Residential Catch Basin Cleaning

The Stormwater crew is currently cleaning catch basins in residential areas. All catch basins citywide are on a four year rotating schedule. Over time, the basins collect sediment which affects the efficiency. On occasion, cement from contractors cleaning their tools can be found inside. It very rarely sets up as a solid piece but it does require extra time to clean up thoroughly.



Catch basin

Roads

Crosswalk Signal Repair

A crosswalk signal on Commerce Circle and 95th was hit by a vehicle during a traffic accident. The force of the impact detached the signal pole off the pedestal entirely, exposing the electrical wiring and presenting a potential electrocution hazard. The Roads Maintenance crew secured the area with cones and caution tape before reporting the downed signal to the Clackamas County Roads Department.

Clackamas County repaired the pole and replaced the colored crosswalk signal box on top of the pole, due to the original being damaged beyond repair. Crosswalk signals are vital to pedestrian safety especially at locations with a high volume of traffic, such as the intersection at Commerce Circle and 95th Street.



Downed signal



New crosswalk signal

Roads Cont.

Erosion Control

While pruning swales on Tooze Road between 110th Avenue and Grahams Ferry Road, the Roads Maintenance crew noticed very murky, turbid water coming from a culvert. Further investigation revealed that a property owner had cleared a large piece of land that was behind a tree screen, not directly visible from the roadway. Without erosion control measures, the water was allowed to run off into the ditch unimpeded.

Straw wattles were installed to reduce the amount of sediment carried into the culvert, which drains into a pond across from 110th Avenue. Excess sediment could clog the lines that drain into the pond. As seen below, a simple mitigation can make a significant difference in turbidity.



Straw wattles



Before Installation



After Installation

SMART

SOUTH METRO AREA  REGIONAL TRANSIT

January 2020 Report

There are few things in life so sacrosanct, so internally true that not even time can penetrate their outer sheathing; sheathing fortified with the blood and sacrifice of generations much forgotten. Such is the case with the words of Abraham Lincoln – *“And that government of the people, by the people, for the people, shall not perish from the earth.”* An inviolable concept for sure.

Nearly 158 years after President Lincoln breathed those 18 simple words into our collective existence, we struggle mightily to avoid making our perpetual pursuit of such a government a Sisyphean undertaking. Two hundred forty-five imperfect years and counting.

In 1787, in the minutes following the Constitutional Convention, Elizabeth Willing Powel positioned herself and all of us to ask a question of Benjamin Franklin, a question that is more relevant today than it was back then. Mrs. Powel leaned in and asked, “Dr. Franklin, what do we have a republic or a monarchy?” Franklin replied, ‘A republic, if you can keep it.’ He concluded, “Our responsibility is to keep it.” Benjamin Franklin’s response to the question would lead one to believe that the concept of a republic is dripping with fragility. It seems to usher us towards a salient question: have we unwittingly built our house upon shifting sands?

Dwight Brashear
Transit Director



Fleet Services– Scott Simonton Fleet Services Manager

Compressed Natural Gas (CNG) Station Plans Developed

Planning and design of a new, upgraded CNG fueling station for SMART has been ongoing for the past several months. The proposed design will utilize existing storage tanks and fuel dispensers, and will feature additional overnight fill hoses, as well as a much larger compressor to keep pace with SMART's increased reliance on CNG as a vehicle fuel.

This project is being undertaken in coordination with NW Natural, under their Schedule H program. Schedule H is a Public Utilities Commission (PUC) approved program, which allows the gas utility to build and maintain fueling infrastructure at non-residential customer sites.

Utilizing a Schedule H agreement is advantageous to the City in many ways:

- NW Natural will be responsible for all maintenance and repair of the equipment. Gas compression equipment requires extensive regular maintenance, which we have traditionally contracted out. Without Portland based vendor support for our existing equipment, we have routinely faced extended periods of equipment downtime.
- This agreement will provide access to backup CNG fueling sites, should our equipment be inoperable at any point. There is currently no



Current CNG Station

publicly accessible CNG fueling in our area, leaving SMART without fuel in the event of a breakdown.

- No initial capital costs. The agreement includes a monthly billing structure which includes gas cost, maintenance, and capital recovery costs.
- Final quotes are nearly complete. SMART has an ODOT grant to be used for this project, which will lower our monthly costs moving forward. We expect final details to be completed in the coming weeks, at which time a report will be brought to Council for further discussion.

Operations - Eric Loomis Operations Manager

Through many conversations with employees, a theme kept surfacing related to the limited storage space available for personal items.

Buses have limited space and can leave personal items such as purses and lunch bags exposed to the public and pose as potential tripping hazards. SMART's current offering for employee storage was limited both in availability and size.

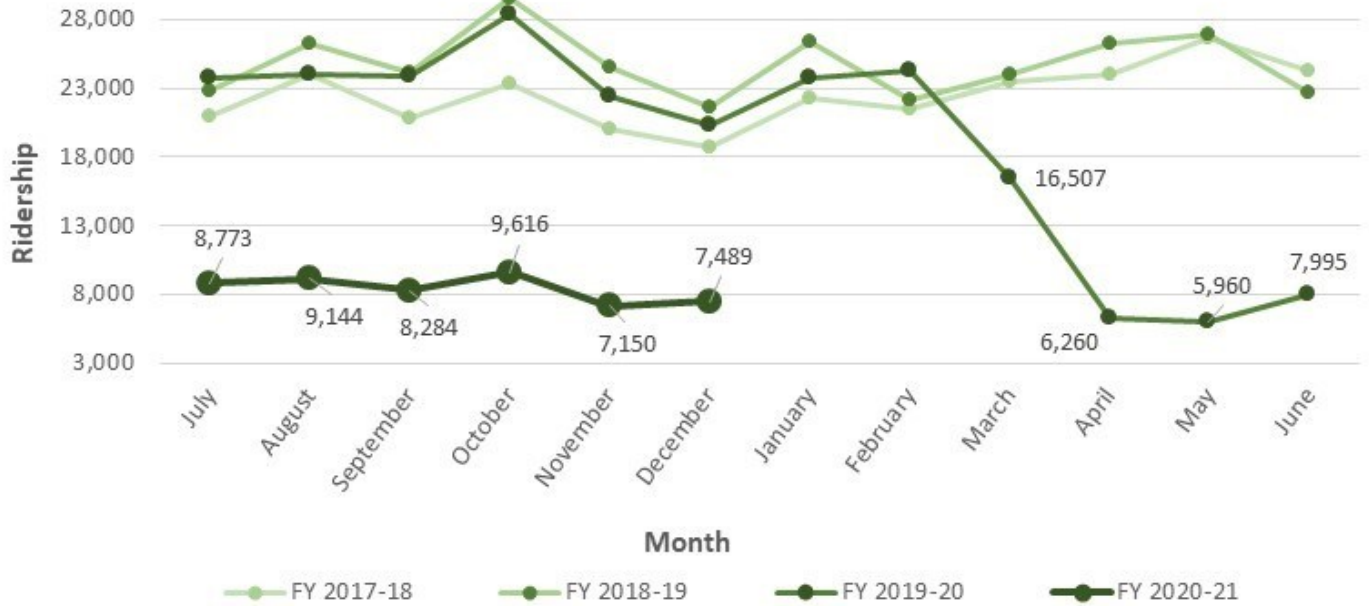
After a thorough analysis, we were able to procure a locker that fit the needs of all employees. In partnership with Oregon Corrections Enterprises (OCE), SMART purchased lockers that are large enough to store winter jackets, backpacks, and other personal items.

The lockers are stylishly finished with an electrostatic paint to match the doors and trim in SMART's vestibule.



Operations - Eric Loomis Operations Manager

Fixed Route Ridership Trends by Month



Ridership saw a slight increase in December. While normally having a decrease in ridership between November and December, it is promising to see an increase, particularly with strict (and important) travel restrictions in place. While following all best practices in sanitizing and keeping vehicles clean, we have heard many positive comments from our customers who feel safe and ride our buses with confidence.

Demand Response Ridership Trends by Month

