



City Council Meeting June 21, 2021

**Executive Session - 5:00 p.m.
Work Session – 5:30 p.m.
Council Meeting - 7:00 p.m.
Urban Renewal Agency – Following Council Meeting
(Held in Council Chambers)**

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

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:

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

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

City of Wilsonville

City Council Meeting

June 21, 2021



**AMENDED
AGENDA**

**WILSONVILLE CITY COUNCIL MEETING
JUNE 21, 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** [30 min.]
 - A. Pursuant to: ORS 192.660 (2)(e) Real Property Transactions
 - ORS 192.660(2)(h) Legal Counsel / Litigation
 - ORS 192.660(2)(d) Labor Negotiator Consultations
 - ORS 192.660(2)(i) Performance Evaluations of Public Officers and Employees**
- 5:30 P.M. REVIEW OF AGENDA AND ITEMS ON CONSENT** [5 min.]
- 5:35 P.M. COUNCILORS’ CONCERNS** [5 min.]
- 5:40 P.M. PRE-COUNCIL WORK SESSION**
 - A. Town Center Streetscape Plan (Bradford) [25 min.]
 - B. Amending the City’s Fee Schedule for Wireless Communication Facilities (Luxhoj) [15 min.]
 - C. Presentation by Bird Scooters (Neamtzu/Gronowski) [15 min.]
 - D. Twist Bioscience Wilsonville Investment Now Zone URA Implementation (Vance) [20 min.]
- 6:55 P.M. ADJOURN**

CITY COUNCIL MEETING

The following is a summary of the legislative and other matters to come before the Wilsonville City Council a regular session to be held, Monday, June 21, 2021 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10 a.m. on June 8, 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.

7:05 P.M. MAYOR'S BUSINESS

- A. Upcoming Meetings
- B. Wilsonville-Metro Community Enhancement Committee Appointments
- C. Council Goals

7:20 P.M. COMMUNICATIONS

- A. Patriotic Employer Award (Adams)

7:30 P.M. CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS

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

7:35 P.M. COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS

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

7:45 P.M. CONSENT AGENDA

- A. Minutes of the May 26, 2021 and June 7, 2021 City Council meetings. (Veliz)

7:50 P.M. NEW BUSINESS

A. Resolution No. 2905

A Resolution Of The City Of Wilsonville Approving An Amendment To The City's Fee Schedule Adding A Wireless Communication Facilities Section To Include Planning Application Review Fees, Technical Design Review Fees, And An Appeal Of Decision Fee. (Luxhoj)

B. Resolution No. 2906

A Resolution Adopting Collective Bargaining Agreement Between The City Of Wilsonville And Service Employees International Union Local 503 (SEIU). (Troha/Villagrana)

8:10 P.M. CONTINUING BUSINESS

- A. None.

8:10 P.M. PUBLIC HEARING

- A. None.

8:10 P.M. CITY MANAGER'S BUSINESS

8:15 P.M. LEGAL BUSINESS

8:20 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**

<p>Meeting Date: June 21, 2021</p>	<p>Subject: Town Center Streetscape Plan</p> <p>Staff Member: Philip Bradford, Associate Planner</p> <p>Department: Community Development</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 checked="" type="checkbox"/> Information or Direction</p> <p><input type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Council Direction</p> <p><input type="checkbox"/> Consent Agenda</p>	<p><input type="checkbox"/> Approval</p> <p><input type="checkbox"/> Denial</p> <p><input type="checkbox"/> None Forwarded</p> <p><input checked="" type="checkbox"/> Not Applicable</p>	
<p>Comments: N/A</p>		
<p>Staff Recommendation: Review and provide feedback on design elements included in the initial draft of the Town Center Streetscape Plan.</p>		
<p>Recommended Language for Motion: N/A</p>		
<p>Project / Issue Relates To:</p>		
<p><input checked="" type="checkbox"/> Council Goals/Priorities: Town Center Plan Implementation</p>	<p><input checked="" type="checkbox"/> Adopted Master Plan(s): Town Center Plan</p>	<p><input type="checkbox"/> Not Applicable</p>

ISSUE BEFORE COUNCIL:

The project team will provide an update on the Town Center Streetscape project and share proposed street design elements included within the first draft of the Streetscape Plan.

EXECUTIVE SUMMARY:

In 2019, the Wilsonville City Council adopted the Wilsonville Town Center Plan, establishing a vision for a vibrant, walkable community hub that inspires people to come together and socialize, shop, live, and work. The Plan envisions a mixed-use development pattern that will result in a walkable and vibrant Town Center, home to active parks, civic spaces, and amenities that provide year-round, compelling experiences.

One of the implementation strategies within the Town Center Plan calls for the development of a streetscape design plan. The intent of the Town Center Streetscape Plan project is to create a document containing the specificity necessary to guide the future construction of the multi-modal street network identified in the Town Center Plan, achieving the well-designed public realm envisioned by the Plan. The Town Center Streetscape Plan includes sidewalk and street cross-sections that clearly define widths, amenity zones, and landscaping zones along with selecting specific street furniture, lighting, and materials to create a distinct visual appearance for Town Center.

In April 2021, City Council provided input on a recommended streetscape concept, which, based on public input and Planning Commission feedback, blended elements of the River Environment and Technological Innovation design concepts presented during the project's public outreach. With general support of the recommended concept, the project began development of the draft Town Center Streetscape Plan.

A key component of the draft Streetscape Plan is the section focused on the design elements that will be used throughout Town Center, such as lighting, street furniture, and sidewalk materials (Attachment 1). The draft plan also includes recommendations for three different levels of investment, standard, enhanced, and signature, to reflect the range of investment desired at various points throughout Town Center and provide an opportunity to highlight key areas within the streetscape by utilizing unique treatments and fixtures. Staff and the consultant team have reviewed the individual street design elements to ensure that the recommended materials and designs are feasible from a maintenance and construction standpoint, ensuring that selected elements and designs comply with all applicable state and federal guidelines that impact streetscape design. In order to move forward with the material selections and refine the draft Plan, the project team seeks feedback from City Council on the following questions:

- Do the materials and fixtures capture the vision for Town Center consistent with the recommended concept?
- Are there any other modifications to the design elements that should be considered for the final draft plan?

On June 9, the Planning Commission held a work session on the initial draft plan, which has several elements still under development, and provided feedback on the locations to receive detailed design direction and areas that warrant standard, enhanced, and signature levels of investment. The project team will share a brief summary of this feedback at the work session.

EXPECTED RESULTS:

The project team will incorporate City Council feedback into a refined draft Streetscape Plan document.

TIMELINE:

Project work will continue to finalize the Streetscape Plan document with adoption hearings anticipated in fall 2021.

CURRENT YEAR BUDGET IMPACTS:

The adopted budget for FY2020-21 includes \$185,000 for Town Center Implementation Activities in CIP project #3004. The Streetscape Plan is estimated to cost \$50,000, with a majority of these funds anticipated to be spent in the FY2020-21 budget year.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 6/8/2021

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 6/16/2021

Streetscape design and plan must ensure all ADA requirements are met.

COMMUNITY INVOLVEMENT PROCESS:

The project team conducted community outreach holding Public Forums via Zoom, along with an ideas board and survey on *Let's Talk, Wilsonville!* Stakeholder interviews have been held with relevant business owners, City Staff, and outside consultants to provide in depth feedback on the project.

POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:

As a result of undertaking the Town Center Plan's implementation activities, including the Streetscape Plan, the City will begin to realize the community's vision for a more commercially vibrant, walkable, mixed-use Town Center.

ALTERNATIVES:

City Council can recommend additional or alternative design elements for inclusion in the final draft Streetscape Plan.

CITY MANAGER COMMENT:

ATTACHMENTS

1. Draft Streetscape Plan Excerpt – Design Elements

How to read this draft

- Red text will remain but needs deep review and/or completion of TBD content.
- Yellow highlights are internal notes to consider - deleted once resolved with actual content.
- White text on red background indicated placeholders.



WILSONVILLE TOWN CENTER STREETSCAPE PLAN

DRAFT
6/16/2021



03 *design elements*

A small number of humble but elegant pieces can create an inspired place

FURNISHINGS, MATERIALS, AND FLORA COMPOSE A STREETSCAPE

The following chapter describes the products, materials, plantings, and other component pieces that add up to a complete streetscape. Each category was considered for the impact it would have on the aesthetics and functionality of the street, as well as practical concerns such as cost and maintenance. Whether constructed by the City as a Framework project or private developers along with their site, these standards and guidelines will shape a cohesive design palette that unifies the Town Center, aids wayfinding and sense of place, and supports travel options.

In certain instances - such as light poles, benches, and primary street trees - specific products and plantings are recommended. In other cases - such as the Signature concrete stamp/color pattern - a general aesthetic is described and will be further detailed in later steps by the City and potentially with development partners. The design elements also reflect the three investment tiers of Standard, Enhanced, and Signature (described on the following page), while maintaining the flexibility and cross-compatibility to function throughout the Town Center's various streets and promenades. Product details are described when possible, along with links to specifications websites. As the design needs of the Town Center evolve, these selections can be changed and updated with comparable products that match the overall aesthetic.

Insert filler photo?

- Example streetscape
- Wilsonville image
- Other

Caption

DEGREES OF INVESTMENT AND CHANGE

DESIGN ELEMENTS

Different streets around the Town Center will be constructed with varying degrees of investment and design detail. These determinations were made based on the Town Center Plan framework for streets, relationship of streets to adjacent development patterns, and identification of streets as high activity and visibility locations or lower activity locations. (See TC Plan for possible other methodology on identifying street hierarchy and investment)

This might function better as a table, series of icons, simple diagram, and/or sample imagery

STANDARD DESIGN

- Mostly compliant with existing Public Works standards and details
- Standard sidewalk and crosswalk design
- Street trees along entire block lengths
- Street lighting at intersections and certain full-block segments
- Curb extensions in certain locations to serve pedestrian safety and provide on-site stormwater facilities - must also correspond with bike lane and cycletrack designs
- Little, if any, Signature seating and landscape bed use

ENHANCED DESIGN

- Introduces Signature elements in selected locations to provide specific placemaking, mobility, and safety improvements
- Mostly Standards sidewalk and crosswalk design, with Signature treatment in higher-priority locations
- Street trees along entire block lengths
- Street lighting assumed along most complete block lengths
- Curb extensions more widely used where feasible for pedestrian safety and stormwater services - must also correspond with bike lane and cycletrack designs
- May include Signature seating and landscape beds, especially in curb extensions

SIGNATURE DESIGN

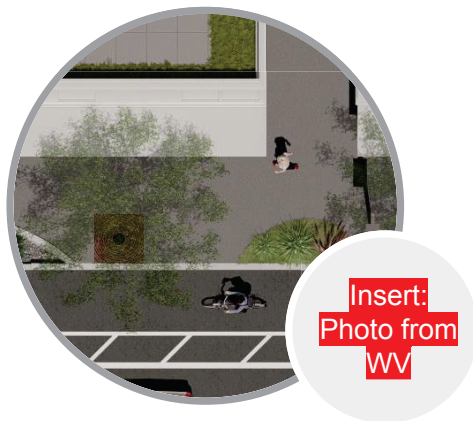
- Signature elements used extensively throughout the streetscape and around corners and intersections to produce a coherent and complete design
- Signature sidewalk patterns at corners and Signature crosswalk designs
- Street trees along entire block lengths
- Street lighting assumed along most complete block lengths
- Curb extensions used wherever possible to provide pedestrian amenity space, landscape and stormwater collection areas, and traffic calming functions - must also correspond with bike lane and cycletrack designs
- Signature seating and landscape beds used prevalently at intersections and appropriate midblock locations

SIDEWALK DESIGN

DESIGN ELEMENTS

Sidewalks are the heart of any active street. They are where travel to destinations occurs, but also where may unexpectedly gather to talk, grab a coffee, or window shop. Sidewalks will be wide, well-protected, shaded by a robust tree canopy, and accommodating of changing uses throughout the year. On Signature streets, a concrete stamping pattern marks the space, reflects the busiest places in the Town Center, and aids in navigation.

STANDARD



Sidewalks will be located throughout the Town Center per Transportation System Plan designations. Sidewalk through area will be at least 5 feet in all locations and is often significantly wider (see location details). Sidewalks will have a light broom finish and will conform with other Public Works Standards in [201.2.25, Detail No. RD-1075](#) Concrete Sidewalk, and [RD-1076](#) Sidewalk Next to Swale.

This treatment will be used commonly on Standard streets and mid-block locations for Enhanced and Signature locations.

ENHANCED



A furnishing stripe of Permeable Concrete Interlocking Pavers can be used, especially in Enhanced and Signature streets, to highlight the area for plantings, benches, bike racks, and vehicle egress from on-street parking. The stripe helps visually separate the sidewalk through zone from parking and street.

A new detail will be required to describe product and installation method. The Western Interlock [La Pietra Modern](#) Cambridge Blend recommended.

SIGNATURE



A custom concrete stamping pattern, potentially with several varying color treatments, is to be used in corner intersection areas along Signature Streets and wrapping the corner onto intersecting streets. The Signature pattern can be used for the full sidewalk length, **or simplified for cost savings.**

This effect is more labor-intensive than a Standard concrete surface. The City will need to finalize a pattern and prepare a construction detail.

CROSSWALK DESIGN

Crosswalks are a complement to sidewalks in allowing safe passage and easy connections across streets, and thus throughout the entire Town Center and beyond. Sidewalks are subject to numerous roadway marking requirements established at the City and Federal level. Conventional Continental patterns are suitable for most Standard and Enhanced locations, while a custom high-visibility concrete banded stamp pattern will greatly improve pedestrian visibility at crossings and overall wayfinding in high investment streetscape areas.

STANDARD



Standard crosswalks shall use a Staggered Continental pattern (also known as “zebra stripe”) in accordance with Pavement Marking [Detail No. RD-1280](#).

Examples of this crosswalk treatment abound in Wilsonville, including in the Town Center, along Wilsonville Road, in Old Town, and in Villebois.

SIGNATURE



The Signature crosswalk uses a custom concrete stamping and color treatment to highlight high-volume pedestrian crossings in key Town Center locations.

This will require a new detail drawing. [Detail No. RD-1110](#) for Curb Extensions will need amendment or addition to reflect new curb ramp orientation, surface materials, tactile pad specifications, planters, wing depth, and travel lane width.

[Detail No. RD-1145](#) describes mid-block crossing construction with associated crossing marking, planter locations, curb ramp placement, and signage. This detail may need an amendment or addition to include mid-block crossing with curb-extension treatments.

BENCH AND SEATING

DESIGN ELEMENTS

Streets are not simply spaces for moving along, they are also places to linger, gather, and do business. Seating in a variety of forms provides places to rest and socialize with others. Benches and seating can also be attractive pieces of the streetscape, using natural and quality materials, and taking on dynamic, artful forms. Several seating options are described below for use varyingly across the Standard, Enhanced, and Signature configurations.

STANDARD



Insert:
zoom of
rendering

The Landscape Forms [Generation 50](#) bench is suitable for Standard installation throughout the Town Center’s streets, plazas, and open spaces. It is an attractive, wood-based, off-the-shelf product offering simple installation and low maintenance requirements.

The traditional-backed model with angle end arms is recommended (shown in image).

ENHANCED



The [StreetLife Rough&Ready Curved Bench](#) product with [slat back accessory](#) uses a kit of wood and metal materials to configure a range of seating options in various forms and sizes. The Enhanced approach for Town Center can use this product as a built-in bench setting typically three people in common locations along blocks.

This product is suitable in furnishing zones of the street and plaza spaces on adjoining properties. The City will need to prepare an installation detail. The FSC hardwood model with CorTen base is recommended.

SIGNATURE



The [StreetLife Rough&Ready Free Form Tree Isles](#) product is also readily installed in custom forms and sizes tailored to provide seating as part of planter installations in curb extensions along Signature streets.

The seating uses a metal structure and cladding that integrates into a raised planter. The seat surface is a durable, weather-resistant milled wood attached to the frame using concealed fasteners. The FSC hardwood model with CorTen base is recommended and will need to be coordinated with the raised planter design.

STREET TREES

Planting information is under review and will be further aligned with Urban Forestry Management Plan recommendations

DESIGN ELEMENTS

Street trees in the Town Center help fulfill goals for _____, _____, and _____. Street trees provide shade and enclosure to sidewalks and gathering spaces, habitat for birds and other animals, and will help unify the appearance of the Town Center as trees mature and become prominent street features that change throughout the year. [Detail No RD-1240](#) described tree planting requirements, but may be amended per the Forestry Plan.

PRIMARY STREET TREE



The Street Design Plan recommends sidewalk trees placed in tree wells of minimum 4ft width and minimum 6ft length. Tree spacing along the street can vary, but will typically run 30-40ft between trees on-center. Tree spacing and installation also depends on if the tree is new or a preservation of an existing tree. [Detail No. RD-1235](#) specifies tree wells and grates. [Detail No. RD-1240](#) species tree clearance and spacing

Where possible and consistent with the overall Town Center tree plan, existing trees should be preserved and integrated in the new design.

Bur oak, Kentucky coffeetree, and Oregon white oak may be appealing primary street tree species.

ACCENT TREE



Accent trees will be used primarily in Enhanced and Signature street locations to bring variety and uniqueness to plantings in curb extensions, high activity corners, and mid-block crossing locations. A species with a different form and foliage color is often desirable.

Recommended species include _____, _____, and _____

STORMWATER TREES/PLANTS



Stormwater facilities will be part of the streetscape where needed and spacing allows for inclusion of the facility. In Signature locations stormwater facilities will be integrated with seating areas.

The Urban Forestry Management Plan will outline species and planting standards stormwater facilities. Species will be selected for their attractiveness, durability, ease of maintenance, and hardiness to seasonal rain and dry spells.

See also [Chapter 301 Stormwater](#).

STREET LIGHTING

Street lighting plays a key role in helping define a district and creating a welcoming environment for travel, gathering, holding festivals, and doing business. Lighting also supports a safer place by increasing visibility of street users. Lighting in the Town Center uses two options, a Standard option approved by PGE, and an Enhanced / Signature option of a specifically-selected off-the-shelf product for the Town Centers most active locations.

TOWN CENTER LOOP AND
WILSONVILLE ROAD



The Standard lighting product, the Leotek [Green Cobra Series](#) in Gray finish with the Leotek [RPB Round Pole Bracket](#) and [Shakespeare H-series](#) smooth finish, 18 foot mounting height, direct-bury, gray finish pole is suitable for Standard street design locations.

Lighting for Standard streets is most important at intersection, mid-block crossings, and high-volume driveway locations, and shall be installed per regulations in City of Wilsonville Public Works Standards [201.9.01](#) and [Detail No. RD-1300](#).

This product requires an Option A approval from [Portland General Electric](#) for lighting owned by the electric utility. In most Standard street applications the fixture will be a single-mount light projecting over the roadway.

ALL OTHER TOWN CENTER
INTERIOR STREETS



A unique, off-the-shelf lighting product, such as the Landscape Forms [Rama](#) product, in Dusk color (color not shown in picture), provides a simple, versatile, and clean aesthetic to a streetlight that can be installed in a number of location and configurations. The RAF11 pole (4.5m mounting height) and RAL01 single-mount can be used with a luminaire specifications **to-be-determined (LED pattern, drive current, color temperature, distribution, and lens type)**

Product to be spaced roughly every 50-70ft on Enhanced and Signature streets, and at key intersections and crossing along Standards streets, ensuring not to interfere with tree placement, loading zones, ADA parking, and other priority access areas.

This product requires an Option C approval from [Portland General Electric](#) for lighting selected and owned by the municipality.

SIGNATURE



STREET DESIGN ELEMENTS

A variety of streetscape furnishings and surfaces can be used throughout the Town Center, which can be used in the Standard, Enhanced and Signature locations to bolster the sense of place, gathering locations, wayfinding, and design unity of the street. The descriptions below and the location-specific designs in the following chapter describe more siting and installation guidance.

BIKE RACKS



The Landscape Forms [Loop](#) (recommended in low-sheen Onyx finish) bicycle parking racks will be installed as part of the public streetscape design and associated with private development to fulfill bicycle parking requirements.

These bicycle racks are suitable in the planting/furnishing (on the sidewalk near the curb) and frontage (on the sidewalk near private property) zones of the streetscape. This specific product is not suitable for in-street Bike Corral parking in locations that might otherwise be vehicle parking; a different product can be used in those locations.

Product Recommendation: Landscape Forms Loop bicycle rack in low-sheen Onyx finish.

BOLLARDS



The Streetlife Solid [Quatro](#) bollard may be used selectively to limit or prevent vehicle traffic. This will be applicable at the Promenade location in particular, and other locations around the Town Center (some of which are identified in the Location-specific designs). Bollards will be installed per [Detail No. RD-1195](#), though the exact product specification for in-street will differ and may require a custom detail.

Recommended finishes are the FSC Hardwood and CorTen steel base; options include both with and without LED illumination.

STREET DESIGN ELEMENTS

DESIGN ELEMENTS

TRASH CONTAINER



Landscape Forms Generation 50 waste container. Low sheen Onyx color finish with Ash wood accents.

PUBLIC ART



The Streetscape Design Plan does not specify exact art products nor locations for their installation. The street design seeks to provide abundant spaces in furnishing zones, curb extensions, planter beds, and adjoining plazas for a variety of free-standing sculptural, light-based, surface-mounted, and temporary art installations.

SIGNAGE AND WAYFINDING



The Town Center's streets and public areas will incorporate wayfinding signage in locations recommends in the [Signage and Wayfinding Plan](#) (details of which are in the Appendix).

These typically include pedestrian navigation, vehicle navigation, and gateway welcoming signs.

STREET DESIGN ELEMENTS

DESIGN ELEMENTS

POWDERCOATED IRON TREE GRATES



The Iron Age Designs [Spin](#) model tree grate will add a subtle sense of movement and whimsy to tree plantings in the Signature street locations.

A 4 foot by 4 foot tree grate is recommended in most locations. Other trees may be integrated as part of a larger planter bed or stormwater facility, in which case a tree grate is not used.

The City's current specification for an Urban Accessories tree grate, in [Detail No. 1235](#) is suitable for Standard and Enhanced locations when tree grates are desirable. The Iron Age product may also be substituted Town Center wide if procurement and cost are feasible.

NATURAL STONE



Decorative rocks can be placed in landscape area, stormwater basins, and selectively as seating in certain street and plaza gathering areas. This Plan doesn't specify an exact product, but recommends locally-sources basalt or granite for durability, color selection, and prevention of freeze/thaw cracking.

ADA TACTILE PAD



The Neenah Foundry [Quick Connect](#) cast iron tactile pad adds a functional and attractive detectable surface to Signature street location curb ramps at crosswalks.

In Standard and Enhanced locations, the ADA Solutions [Cast-in-Place Tactile Panel](#) in black color shall be used.

STREET DESIGN ELEMENTS

DESIGN ELEMENTS

TRANSIT STOP



SMART Transit uses an Oregon Corrections Enterprises [bus shelter](#) at select stop locations around the network. This product will be suitable for certain higher-volume transit stops in the Town Center and will be integrated into the streetscape design where needed (see the Location-specific design chapter).

Placement of the shelters should provide easy access to bus doors while not interfering with sidewalk or bikeway travel, parked vehicle door swing zones, or entrances to buildings, places, and parks.

Will City specify exact locations of transit stops in each Street Plan location? On-street versus pullout? Other amenities?

BIKEWAY DESIGN



Most bikeway routes are already identified and facility types provided in the Town Center Plan and subsequent Transportation System Plan 2020 Update. Bikeway varieties include shared-street markings, buffered bikeways, protected cycletracks, and car-free promenade routes.

Buffered bikeways are a commonly-recommended facility, and are depicted in several location-specific designs. The NACTO [Urban Bikeway Design Guide](#) is instructive for routing and marking buffered bikeways. The City's Detail No. [RD-1290](#) provides specific standards for buffered bikeway lane markings.

Are there bikeway and transit stop conflicts to resolve?



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: June 21, 2021	Subject: Presentation by Bird Scooters Staff Member: Chris Neamtzu, Community Development Director Department: Community Development	
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: Staff recommends that Council listen to the presentation by Bird Scooters and provide staff with direction on next steps, if any.		
Recommended Language for Motion: N/A		
Project / Issue Relates To:		
<input checked="" type="checkbox"/> Council Goals/Priorities Expand and maintain high quality infrastructure.	<input type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

Bird Scooters representative Mr. Garrett Gronowski reached out to Councilor Linville early in 2021 to inform her of their services and to see if the City was interested in entering into a partnership to deploy scooters in the community. Staff (Dwight Brashear, Mark Ottenad and myself) participated in a Zoom presentation on the program and its offerings. This meeting will be for Council to receive a similar presentation.

EXECUTIVE SUMMARY:

Bird Scooters is a last-mile, stand-up electric vehicle sharing company dedicated to bringing another affordable, environmentally-friendly transportation services to communities across the country. Much like SMART, their mission is to get people out of cars and 1) solve the last mile challenge by connecting more residents to transit options; 2) reduce congestion and over reliance on the single occupancy car trip; 3) improve air quality and reduce greenhouse gas emissions; and 4) improve overall quality of life in cities. It should be noted that the scooters are not allowed on roads with a speed limit over 35 MPH. Bird proposes 50 scooters in the community at approximately 15 different “nest locations”. Nest locations are the initial parking location the scooters are placed at each morning. All charging is done behind closed doors and the scooters are taken off the streets each night for charging.

At the work session, Mr. Gronowski will provide an overview of how the system works, the various elements of the scooters, some of the benefits of the program, as well as their specialized approach to deployment.

Following receipt of the presentation by Bird, staff met to discuss the proposal. There were some concerns raised about potential competition with SMART transit on last-mile connections, safety for riders since helmets are optional, clutter in the right-of-way and maintaining ADA access on sidewalks, but generally speaking, the Bird proposal was much improved over a similar proposal that staff received for a competitor’s services a couple of years ago.

Some micro-mobility providers install hubs or racks for the scooters to be placed at for recharging which can minimize the overall number of impediments in the right-of-way. Bird scooters are collected each evening by a Bird staff member and returned fully charged to the key staging area each day. Council may want to core down on some of these concepts a bit more at the worksession.

Staff also asked the company representative for examples of successful deployment in similar sized suburban cities (population ±25,000) so that additional research could be done on success and community acceptance versus challenges and problems. The list that was provided included:

- Hermiston, Oregon (pop.18,755)
- Pendleton, Oregon (pop. 16,869)
- Pittsburg, Kansas (pop. 20,171)
- Williston, North Dakota (pop. 32,189)
- Rock Springs, Wyoming (pop. 22,105)
- College Place, Washington (pop. 9,459)

At the time of writing this report, additional research had yet to be done.

EXPECTED RESULTS:

Receipt of the presentation will provide a common level of understanding among the Council regarding Birds micro-mobility devices.

TIMELINE:

This project is not driven by any timelines.

CURRENT YEAR BUDGET IMPACTS:

None identified at this point.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 6/8/2021

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 6/16/2021

Safety for riders and pedestrians as well as legal liability for the City are significant concerns to be considered.

COMMUNITY INVOLVEMENT PROCESS:

If the Council is interested in obtaining the community's input to gauge interest, a survey on *Let's Talk Wilsonville* (LTW) could be a convenient way to get input. A recent count showed upwards of 750 registered members in the LTW platform.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Although there has been no study done to determine the short- and long-term impacts of e-scooters on the Wilsonville community, SMART can expect to see a decrease in ridership on its seven in-town routes. A city-sponsored survey of the public would provide an opportunity to better understand the community's perception and receptiveness or not towards a scooter-use rental service.

Additionally, it is important to note that there is a wide variety of information on the safety of scooters for both riders and others that have not been provided with this report. According to the Consumer Product Safety Commission, e-scooters resulted in an estimated 50,000 emergency department visits and at least 27 fatalities between 2017 and 2019, with injuries and deaths on the rise year over year (October 15, 2020).

ALTERNATIVES:

Council can choose to pursue this service, the service of another micro-mobility company, or not pursue this proposal at all. The Council can also seek additional information.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

- A. Bird PowerPoint
- B. Draft MOU
- C. Model Regulatory Framework and Ordinance



Hello, Wilsonville

2021

Attachmen





What is Bird?

Bird is a last-mile, stand-up electric vehicle sharing company dedicated to bringing affordable, environmentally-friendly transportation solutions to communities everywhere.

Our mission is to get people out of cars and:



Solve the last-mile challenge by connecting more residents to transit options.



Reduce congestion and over-reliance on single occupancy car trips



Improve air quality and reduce Greenhouse Gas emissions



Improve the overall quality of life in cities

How it works

Using the Bird smartphone app, riders find the closest Bird scooter on a map, unlock it and complete the safety tutorial to start their ride. It costs \$1 to start, then a per minute fee.



1

FIND BIRDS
ON THE MAP

2

SCAN QR TO
BEGIN RIDE

3

WATCH SAFETY
TUTORIAL

4

ENJOY THE
RIDE!

Bird Scooter

BirdZero	
Braking	Drum Brake + Regenerative Brake
Lights	Front/Rear LEDs



UNIQUE ID



SAFETY DECAL

Ride Safely

Helmet Required
License Required
No Riding on Sidewalks
No Double Riding
18+ Years Old

HELLO@BIRD.CO
1-866-205-2442

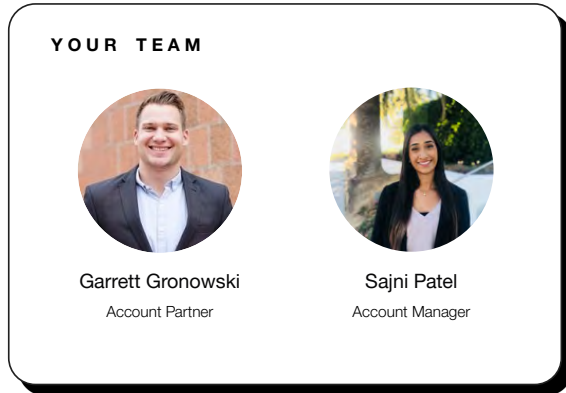
Transportation Benefits

- ✓ **No cost** micromobility solution for the city
- ✓ Provide a sustainable, open-air transportation option
- ✓ Reduce congestion & carbon emissions
- ✓ Supplement bus and transit trips
- ✓ Alternative parking solution
- ✓ Provide increased access to businesses throughout the city
- ✓ Establish a multimodal transportation network



Our Approach

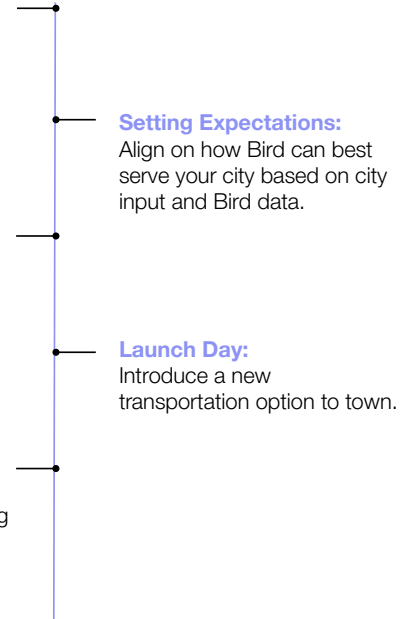
We partner closely with cities to design solutions that work for your community.



Get to know each other:
Understand where Bird fits into the local transportation ecosystem.

Operating Plan:
Decision to move forward and local operational partner outreach started.

Ongoing:
Your dedicated Account Manager will provide ongoing support and serve as your main point of contact for all city requests.



Localized Operations

We work with a local entrepreneur from the community to manage the fleet on the ground, and in exchange they earn money on each ride.

How cities benefit:

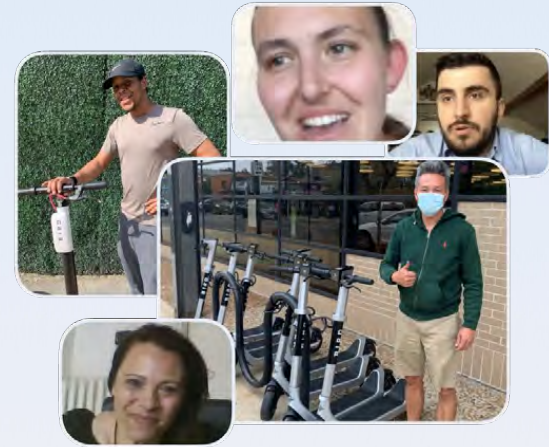
Local Touch:

- ✓ Deep community ties, local pride, and fast issue resolution
- ✓ Nuanced knowledge of where to deploy
- ✓ Economic Opportunity

Backed by the Industry Leader:

- ✓ World-class technology & compliance tools
- ✓ Operational know-how
- ✓ Industry's Safest Vehicles

BIRD



“

I like being my own boss, the flexibility of setting my own schedule and being able to hire my nephew because he also needed a job. I also like being part of the growing micromobility industry. It's in line with my values regarding city transportation solutions.

- Mark, Azbri Productions, Nashville

”

The Local Impact



56%

of rides have connected to a local business



\$70K+

average take-home earnings from local entrepreneurs partnering with Bird.



16%

more jobs accessible



Leading the way on innovative solutions for cities

Warm Up Mode

This feature offers a gentle acceleration profile that helps users learn to ride safely and confidently.

Quick Start

An industry-first feature that automatically detects when a Bird is within range and offers riders the opportunity to unlock it with the tap of a button.

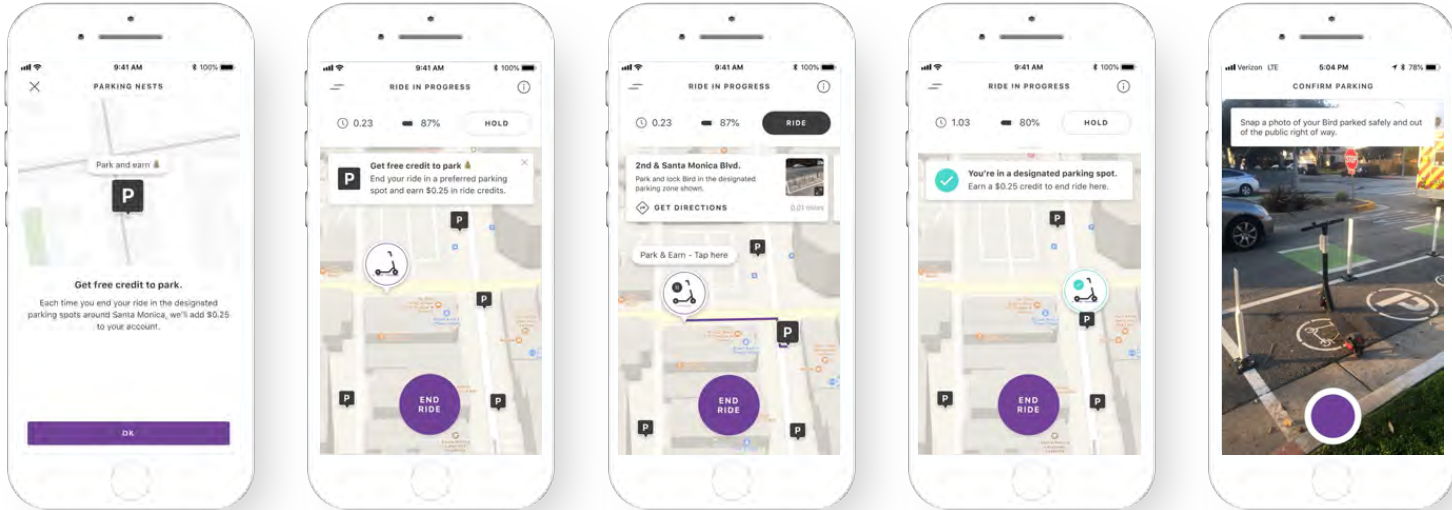
Parking Management

Bird offers a comprehensive suite of parking tools that bridges the gap between technology and infrastructure by both directing and incentivizing riders to park in city-designated areas.



Recommended Parking Areas

Always know where to park



Identify Locations

Direct Riders

Verify Parking

Thank you

Garrett Gronowski
Senior Manager
garrett@bird.co



Proposal

- ✓ **Launch Date:** April 1
- ✓ **Local Partner Onboarded:** March 15
- ✓ **# of Vehicles:** 50
- ✓ **Staging locations:** 25
- ✓ **Key staging areas:**

- ✓ **Prohibited Areas:**
Roadways over 35mph

Attachment

DRAF

Memorandum of Understanding

(City/County) will permit Bird Rides, Inc. to provide services under the following terms and limitations. This agreement shall remain in effect until January 2022 unless terminated as set forth below.

AGREEMENT

- 1) Scope: This Agreement and its terms apply to any proposed deployment of Stand-up electric scooter sharing systems within City / County's jurisdictional boundaries. No person shall deploy a Stand-up electric scooter sharing system in the City / County in violation of this Agreement.
- 2) Stand-up electric scooters shall be governed by the rules applying to bicycles and are to be ridden on streets, and where available, in bike lanes and bike paths. Stand-up electric scooters are to stay to the right of street lanes and to offer the right of way to bicycles in bike lanes and on bike paths. Users of Stand-up electric scooters shall be 18 or older. Users of Stand-up electric scooters who violate these provisions may be fined by City / County consistent with fines for cyclists.
- 3) Bird Rides, Inc. shall provide easily visible contact information, including toll-free phone number and/or e-mail address on each Stand-up electric scooter for members of the public to make relocation requests or to report other issues with devices.
- 4) Hours of operation: Stand-up electric scooters will be made available to rent from 4 a.m. to midnight (local time)
- 5) Bird Rides, Inc. shall provide a minimum of 100 vehicles at launch.
- 6) Safety Education: Bird Rides will provide materials, videos, signage to promote safe riding and educate riders on rider responsibilities and encourage safe and courteous riding and parking.
- 7) Data sharing: Bird Rides, Inc. will provide data to the City/County as necessary to assist with monitoring program usage.
- 8) Indemnification: Bird Rides, Inc. agrees to indemnify, defend and hold harmless City / County (and City's/ County's employees, agents and affiliates) from and against all actions, damages or claims brought against City / County arising out of Bird Rides, Inc.'s negligence or willful misconduct, except that Bird Rides, Inc.'s indemnification obligation shall not extend to claims of City's / County's (or City's / County's employees', agents' or affiliates') negligence or willful misconduct. City / County expressly acknowledges that in no event shall Bird Rides, Inc. be liable for any special, indirect, consequential or punitive damages. Bird Rides, Inc.'s indemnification obligations shall survive for a period of one (1) year after expiration of this Agreement. Bird Rides, Inc. shall be released from its indemnification obligations under this section if the loss or damage was caused by the City's / County's negligent construction or maintenance of public infrastructure. City's / County's right to indemnification shall be contingent on City / County notifying Bird Rides, Inc. promptly following receipt or notice of any claim; Bird Ride, Inc. shall have sole control of any defense; City / County shall not consent to the entry of a judgment or enter into any settlement without the prior written consent of Bird Ride, Inc.
- 9) Insurance: Bird Rides, Inc. shall provide City / County with proof of insurance coverage exclusively for the operation of Stand-up electric scooters including: (a) Commercial General Liability insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate; (b) Automobile Insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate; and (c) where Bird Rides, Inc. employs persons within the City / County, Workers' Compensation coverage of no less than the statutory requirement.
- 10) Notices: All notices and communications to the City/County from Bird Rides, Inc. shall be made in writing (includes electronic communications) and sent to the address below.
- 11) Either party may terminate this agreement at any time and without cause upon (30) days prior written notice.
- 12) In carrying out their responsibilities, the parties shall remain independent contractors, and nothing herein shall be interpreted or intended to create a partnership, joint venture, employment, agency, franchise or other form of agreement or relationship.
- 13) The parties acknowledge that Bird Rides, Inc. may utilize independent business logistics providers to facilitate local operations. Bird's use of these logistics providers does not constitute a transfer or assignment of this Agreement, and Bird Rides, Inc. remains responsible for all obligations and requirements under this Agreement.
- 14) This agreement shall be governed by and construed in accordance with the laws of the state.

City/County/State

Bird Rides Inc

Recommended By:

Signature

Print Name:

Title:

Signature:

Print Name:

Title:

Approved By:

Signature

Print Name:

Title:

Signature:

Print Name:

Title:

Attachment

Model Regulatory Framework & Ordinance towards effective local policy

I. Regulatory Goals: Bird's regulatory model for successful implementation of micro-mobility programs reflect the best local practices and policy innovations that have demonstrated the most success in servicing demand, ensuring safety, and delivering on various local and regional needs. The following policy principles have shown to advance goals across effective transportation planning, investments, and regulatory requirements across all levels of government - local, state, and federal. Cities should maximize local ordinances towards the following principles of public need:

- a. **Support Transportation Mode Shift** - Alleviate automobile/car traffic and congestion in cities and regions across the globe by replacing short car trips with micro-mobility options
- b. **Reduce city traffic casualties** - Attain Vision Zero goals and reduce pedestrian fatalities by replacing urban car trips and realizing the safety in numbers effect whereby increasing non-car travel sensitizes motorists and reduces crash risk for all vulnerable road users. As the International Transport Forum and other leading researchers have reported, the crash risk associated with shared e-scooter use is similar to bicycling.
- c. **Support Climate Action Goals** - Align transportation investments, carbon reduction investments, and other existing public incentives towards cities and providers that implement flexible programs that demonstrate reduced carbon emissions, replace gas-powered car trips, and promote micro-mobility utilization for short distances.
- d. **Maximize Incentives** - Provide incentives for *cities and private providers* to test various models addressing unique local conditions, such as: pricing, parking requirements, geographic deployment requirements, sidewalk regulations, and others areas concerning the public right of way.
- e. **Enhance Transit and First Last Mile Connectivity** - Support operator's demonstrated ability to service existing local public transportation services/providers (buses, trains, light rail and other modes) by helping residents use public transit while integrating shared EVs (ie, scooters) for last mile connectivity. Public entities should incentivize cities and providers to target micro-mobility programs in densely populated areas with existing infrastructure to support multi-modal travel options. Long term investments in public infrastructure should guide when and how first/last mile micro-mobility options are useful for short trips to/from transit, low speed corridors with commercial density, existing bike lanes, and other factors.
- f. **Support Equitable Access & Inclusion** - Tailor approaches within existing public efforts to service underserved areas by following the results of local needs assessment in historically disinvested zones that lack multi-modal transportation options. Cities should be incentivized to gather input from community stakeholders and residents to guide local policy and program implementation
- g. **Rider Engagement and Education** - Educating riders on safety is core to our service, and key to successful local implementation.
- h. **Encourage Regional Approaches** - For state and federal governments, offer incentives (via public funding streams in 1 and 2) to localities to plan collaboratively and regionally to ensure consistent and fluid experience for riders, local governance, and the general public to achieve seamless integration of shared regional transportation and development goals.

II.

Model City Ordinance

CHAPTER _____
ARTICLE _____, – SHARED ELECTRIC SCOOTER PROGRAM

I. Policy Statement and Purpose

The purpose of this ordinance is to establish rules and regulations governing the operation of shared electric scooters providers within the City of _____ (the "City") and to ensure that such mobility sharing systems are consistent with the safety and well-being of bicyclists, pedestrians, and other riders of the public rights-of-way.

II. Scope

This ordinance applies to any proposed deployment of electric scooter sharing systems within the City's jurisdictional boundaries.

III. Procedures

Any entity seeking to operate a shared electric scooter program within the City shall first obtain an Electric Scooter Share License ("License") from the City conditioned on compliance with the provisions of this ordinance and any other conditions (including insurance, indemnity, and performance bond) established by the issuing official. No entity shall operate a shared electric scooter sharing program within the City except pursuant to such License and provisions (each such operator, a "Licensee"). The business License shall last two years, have an initial annual cost of \$500, have a renewal cost of \$200 per year thereafter, and require payment of \$0.05 per ride completed, provided that the total fees collected shall not exceed the reasonable and necessary cost to the City of administering the Licenses and Licensees. City shall limit the number of Licenses issued to three or fewer.

Before seeking fees from shared scooter providers, City shall make concerted efforts to identify existing public funds across in federal, state, county and city budgets that align with the goals of micro-mobility to effectively administer a shared scooter program. These funds shall be administered towards proper management and reasonable costs of administering a shared scooter program, while furthering current goals pertaining to transportation planning and other regulatory goals such as: [carbon emission reduction](#), [resilience planning](#), [transit connectivity](#), [alleviating transportation deserts](#), [community and economic development](#), and [affordable housing/transit planning efforts](#), amongst others.

IV. Operating Regulations

- Shared electric scooters shall mean a device weighing less than 150 pounds, that has (i) has handlebars and an electric motor, (ii) is solely powered by the electric motor and/or human power, and (iii) has a maximum speed of no more than 20 mph on a paved level surface when powered solely by the electric motor. Vehicles shall be limited at no less than 15 mph.
- Except as otherwise provided herein, City shall regulate the operation of shared electric scooters in a manner no more restrictive than its regulation of shared bicycles.
- Shared electric scooters are to be ridden on streets, and where available, in bike lanes and bike paths. Shared electric scooters are to stay to the right of street lanes and to offer the right of way to bicycles in bike lanes and on bike paths. riders of shared electric scooters shall be 18 or older. Riders of shared electric scooters who violate these provisions may be fined by the City consistent with fines for cyclists.
- Licensees shall provide easily visible contact information, including toll-free phone number and/or e-mail address on each shared electric scooter for City employees and/or members of the public to make relocation requests or to report other issues with devices.
- **Fleet Size/Caps** - Licensees shall target an initial fleet size of an amount similar to other cities with comparable population. The City shall allow Licensees to increase their fleet size on a weekly/monthly basis in the event that Licensees provide data that supports increases in certain areas to meet rider demand for service.
- **Penalties** - The City reserves the right to revoke a license for cause or woefully negligent practices that cannot be remedied after providing such Licensee with a 30 day notice of alleged negligence, and after providing such Licensee a right for a public hearing or to otherwise cure such deficiency. Upon completion of the aforementioned, the City can require that a Licensee's fleet of shared electric scooters be removed from the City's right-of-way within 30 days.
- **Force Majeure** - Bird recommends including a force majeure clause in light of COVID-19. Below are several examples from other types of agreements.

- a. "Vendor will not be liable for any failure to perform under this Agreement caused by severe weather, civil or military emergencies, or acts of legislative or judicial bodies." or
- b. "Neither Party shall be liable to the other Party for failure or delay in the performance of a required obligation if such failure or delay is caused by strike, riot, fire, natural disaster, health pandemic, utilities and communications failures, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of and is not caused by the negligence of the non-performing Party, provided that such Party gives prompt written notice of such condition and promptly recommences performance whenever and to whatever extent possible without delay. Either Party may terminate this Agreement if the force majeure event prevents the non-performing Party's ability to perform in accordance with the terms and conditions of this Agreement for greater than three (3) months."

V. Parking

- Riders of shared electric scooters shall park devices upright on hard surfaces in the furniture zone of the sidewalk, beside a bicycle rack or in another area specifically designated for bicycle parking, or on the street next to an unmarked curb.
- Licensee will take reasonable steps to ensure that all riders understand the requirements of ADA accessibility and the importance of leaving ADA paths of travel clear and accessible
- Riders shall not park shared electric scooters in such a manner as to block the pedestrian clear zone area of the sidewalk; ADA paths of travel including accessible ramps, any fire hydrant, call box, or other emergency facility; bus bench; or utility pole or box.
- Riders shall not park shared electric scooters in such a manner as to impede or interfere with the reasonable use of any commercial window display or access to or from any building entrance/exit doorway.
- Riders shall not park shared electric scooters in such a manner as to impede or interfere with the reasonable use of any bicycle rack or news rack.
- Riders may park shared electric scooters in on-street parking spaces in the following circumstances:
 - When marked parking spaces are officially designated stations for such devices ;
 - Where the furniture zone is less than three feet wide;
 - Where there is no furniture zone;
 - In neighborhoods with rolled curbs, or with inadequate sidewalk space;
 - In marked parking spaces designated for motorcycles.
- Riders may park shared electric scooters on blocks without sidewalks only if the travel lane(s) and 6-foot pedestrian clear zone are not impeded.
- Riders shall not park shared electric scooters in the landscape/furniture zone directly adjacent to or within the following areas, such that access is impeded:
 - Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, except at existing bicycle racks;
 - Loading zones;
 - Disabled parking zone;
 - Street furniture that requires pedestrian access (e.g., benches, parking pay stations, bus shelters, transit information signs, etc.);
 - Curb ramps;
 - Entryways; and
 - Driveways.
- Riders of shared electric scooters who violate these provisions may be fined by City consistent with fines for cyclists.
- A Licensee may stage its shared electric scooters in permitted parking areas described in this section. To the extent a Licensee desires to stage shared electric scooters in areas other than the public right-of-way, the Licensee must first obtain the right to do so from the appropriate City department, property owner, or public agency.

VI. Operations

- Licensees shall maintain 24-hour customer service for customers to report safety concerns, complaints, or to ask questions. Licensees shall maintain a multilingual website, call center, and/or mobile app customer interface that is available twenty-four hours a day, seven days a week. The aforementioned shall be compliant with the Americans with Disabilities Act.
- In the event a safety or maintenance issue is reported for a specific device, that shared electric scooter shall be made unavailable to riders and shall be removed within the timeframes provided herein. Any inoperable or unsafe device shall be repaired before it is put back into service.
- Within Licensees' zone of operation, Licensees shall respond to reports of incorrectly parked shared electric scooters, shared electric scooters continuously parked in one location for more than 72 hours, or unsafe/inoperable shared electric scooters by relocating, re-parking, or removing the shared electric scooters, as appropriate, within 24 hours of receiving notice, except that Licensees shall respond within 4 hours of receiving notice in emergency situations.
- In the event a Licensee does not timely respond, and the condition of the shared electric scooter cannot be easily remedied, such shared electric scooters may be removed by City crews with notice to Licensee and taken to a City facility for storage at the expense of the licensee, not to exceed \$20 per shared electric scooter.
- Licensees shall provide notice to all riders that:
 - i. shared electric scooters are to be ridden on streets, and where available, in bike lanes and bike paths;
 - ii. shared electric scooters are to stay to the right of street lanes and to offer the right of way to bicycles on bike lanes and bike paths;
 - iii. Helmets are encouraged for all riders; and
 - iv. Riding responsibly is encouraged, and Licensee will notify riders if repeated irresponsible riding is reported and recorded with identifying rider information.
- Shared electric scooter riders are required to take a photo whenever they park their scooter at the end of a ride.
- Licensees shall provide education to shared electric scooter riders on the City's existing rules and regulations, safe and courteous riding, and proper parking.
- Any minimum geographic deployment requirements shall reflect measurable and documented input from local community members, businesses, and community-based stakeholders and organizations. Licensees will ensure service meets rider demand, and shall not be required to deploy in areas or zones where average ridership is below 1.5 rides/day.

VII. Data Sharing

City may require Licensees to provide anonymized fleet and ride activity data for all trips starting or ending within the jurisdiction of City on any vehicle of Licensee or of any person or company controlled by, controlling, or under common control with Licensee, provided that, to ensure individual privacy:

- such data is provided via an application programming interface, subject to Licensee's license agreement for such interface, in compliance with a national data format specification such as the Mobility Data Specification;
- such data shall be safely and securely stored by City which shall implement administrative, physical, and technical safeguards to protect, secure, and, where appropriate, encrypt or limit access to the data;
- such data shall be subject to publicly-available aggregation, retention, and privacy policies of Licensee and City;
- any such data provided shall be treated as trade secret and proprietary business information, and shall be exempt from public records requests and requests by third parties except with the consent of Licensee; and
- such data shall not be shared with law enforcement except pursuant to valid legal process.

VIII. Indemnification

Company agrees to indemnify, defend and hold harmless City (and its officials, employees, and agents) from and against all actions, damages or claims, including reasonable attorneys' fees, (collectively, "Claims") brought against City for personal or bodily injury or death to any person, or damage or destruction of any property, arising out of or resulting from performance or

breach of the [permit/license] provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the City or its elected and appointed officials and employees acting within the scope of their employment. City expressly acknowledges that in no event shall Company be liable for any special, indirect, consequential or punitive damages. City's right to indemnification shall be contingent on City notifying Company promptly following receipt or notice of any Claims; Company shall have sole control of any defense, including the ability to choose counsel; and City shall not consent to the entry of a judgment or enter into any settlement without the prior written consent of Company.

IX. Insurance

Licensees shall provide City with proof of insurance coverage exclusively for the operation of shared electric scooters including: (a) Commercial General Liability insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate; (b) Automobile Insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate; and (c) where Licensee employs persons within the City, Workers' Compensation coverage of no less than the statutory requirement.

CITY COUNCIL ROLLING SCHEDULE
Board and Commission Meetings 2021
Items known as of 06/21/21

June

DATE	DAY	TIME	EVENT	LOCATION
6/23	Wednesday	6:30 p.m.	Library Board	Library
6/28	Monday	6:30 p.m.	DRB Panel B	Council Chambers

July

DATE	DAY	TIME	EVENT	LOCATION
7/8	Thursday	7:00 p.m.	City Council Meeting - CANCELLED	Council Chambers
7/12	Monday	6:30 p.m.	DRB Panel A	Council Chambers
7/13	Tuesday	6:00 p.m.	Diversity, Equity and Inclusion (DEI) Committee	Willamette River 1 & 2
7/14	Wednesday	6:00 p.m.	Wilsonville-Metro Community Enhancement Committee	Willamette River 1 & 2
7/14	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
7/19	Monday	7:00 p.m.	City Council Meeting	Council Chambers
7/26	Monday	6:30 p.m.	DRB Panel B	Council Chambers
7/28	Wednesday	6:30 p.m.	Library Board	Library

August

Date	Day	Time	Event	Location
8/2	Monday	7:00 p.m.	City Council Meeting	Council Chambers
8/9	Monday	6:30 p.m.	DRB Panel A	Council Chambers
8/10	Tuesday	6:00 p.m.	Diversity, Equity and Inclusion (DEI) Committee	Willamette River 1 & 2
8/11	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
8/16	Monday	7:00 p.m.	City Council Meeting	Council Chambers
8/23	Monday	6:30 p.m.	DRB Panel B	Council Chambers
8/25	Wednesday	6:30 p.m.	Library Board	Library

Community Events:

- 6/1-8/13** Summer Reading Program at the Wilsonville Library
6/22 Toddler and Baby Time from 10:30 a.m. to 11:00 a.m. online
6/23 Teen Event from 7:00 p.m. to 8:00 p.m. online
6/24 Family Stories & Science from 10:30 a.m. to 11:00 a.m. online.
6/24 Wilsonville Farmers Market from 4:00 p.m. to 8:00 p.m. at Sofia Park
6/24 Book Club from 6:00 p.m. to 8:00 p.m. online

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

- 6/29** Toddler and Baby Time from 10:30 a.m. to 11:00 a.m. online
- 6/30** Teen Event from 7:00 p.m. to 8:00 p.m. online
- 7/1** Family Stories & Science from 10:30 a.m. to 11:00 a.m. online
- 7/1** Wilsonville Farmers Market from 4:00 p.m. to 8:00 p.m. at Sofia Park
- 7/5** City Offices closed in observance of Independence Day
- 7/7** Book Club from 6:00 p.m. to 8:00 p.m. online
- 7/8** Wilsonville Farmers Market from 4:00 p.m. to 8:00 p.m. at Sofia Park
- 7/15** Wilsonville Farmers Market from 4:00 p.m. to 8:00 p.m. at Sofia Park
- 7/22** Wilsonville Farmers Market from 4:00 p.m. to 8:00 p.m. at Sofia Park
- 7/29** Wilsonville Farmers Market from 4:00 p.m. to 8:00 p.m. at Sofia Park
- 8/5** Wilsonville Farmers Market from 4:00 p.m. to 8:00 p.m. at Sofia Park
- 8/12** Stein-Boozer Walnut Grove Dedication at 2:00 p.m. near Murase Plaza
- 8/12** Wilsonville Farmers Market from 4:00 p.m. to 8:00 p.m. at Sofia Park
- 8/19** Wilsonville Farmers Market from 4:00 p.m. to 8:00 p.m. at Sofia Park
- 8/26** Wilsonville Farmers Market from 4:00 p.m. to 8:00 p.m. at Sofia Park

**Boards/Commissions
Appointment List for
June 21, 2021 Council Meeting**

Wilsonville-Metro Community Enhancement Committee - Appointment

Appointments of Natasha Hancock and Sageera Oravil Abdulla Koya to the Wilsonville-Metro Community Enhancement Committee for a term beginning 7/1/2021 to 6/30/2023.

Motion:

I move to ratify the appointments of Natasha Hancock and Sageera Oravil Abdulla Koya to the Wilsonville-Metro Community Enhancement Committee for a term beginning 7/1/2021 to 6/30/2023.

City Council Goals

Motion: I move to approve the 2021-2023 City Council Goals.



2021-2023 City Council Goals

Draft Revised June 8, 2021



Introduction

The City of Wilsonville is pleased to present the summary of its 2021 Goal-Setting Workshop. The City Council and Executive Team conducted a two-day workshop on May 14-15, 2021 to recognize the accomplishments of the previous year, identify a five-year vision, establish a shared understanding of the current community context, and develop a focused list of goals to guide the community over the next two years. The City contracted with SSW Consulting, a professional strategic planning and facilitation firm to prepare and guide the team through their discussion. Prior to the workshops, SSW conducted outreach with the Council and Executive Team to discuss community challenges, opportunities, and priorities on the horizon. The agenda for the discussion was based on the following outcomes identified through the outreach process:

- » Celebrate the accomplishments of the past year, establish a shared understanding of the community context, and align with a shared vision as the basis for goal setting;
- » Conduct team building activities and communications training to build a collaborative and aligned team between the Council and staff to advance the Council's goals;
- » Develop a focused list of shared, high-level, visionary goals to guide the City over the next two years; and,
- » Develop a team agreement that will guide the Council's working relationship over the next two years.

The City Council and Executive Team worked together to identify goals and strategies for 2021-2023 that will build on the work and success of previous years, while also addressing new challenges and shifting community needs. The City will begin work on these goals in addition to maintaining high-quality core City services and completing prior goals and work plans that are still in progress.

The team looks forward to working together with the community and the City's partners as they begin the work to advance these goals.

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Our Team

City Council

Julie Fitzgerald, Mayor
Kristin Akervall, Council President
Charlotte Lehan, Councilor
Ben West, Councilor
Joann Linville, Councilor

Executive Team

Bryan Cosgrove, City Manager
Dwight Brashear, Transit Director
Pat Duke, Library Director
Barbara Jacobson, City Attorney
Delora Kerber, Public Works Director
Chris Neamtzu, Community Development Director
Cathy Rodocker, Finance Director
Andy Stone, Information Technology Director
Jeanna Troha, Assistant City Manager
Rob Wurpes, Police Chief

Facilitated By

Sara Singer Wilson, Principal/Owner
SSW Consulting

Team Vision + Values



To align the group around a future state of mind, the team imagined how they wanted Wilsonville to look, feel and function five years into the future. The team discussed headlines and stories from the future, helping the group to generate alignment around a future direction. This vision guided and inspired the goal-setting process.

Wilsonville's Vision

Wilsonville is a clean, green and safe community for all.

Values

Through the team's visioning exercise, they also articulated values that would guide the team in implementing the goals and providing services to the community. The values are the lens through which each of the goals on the following pages will be evaluated and considered.

Diversity, Equity + Inclusion (DEI): We are committed to promoting DEI in the delivery of City services to the community and in our organizational operations.

Sustainable: We are sustainable in the delivery of services by being good financial stewards and innovative in our approaches to service delivery to the community.

Economic Opportunity: We are committed to strategically growing Wilsonville's economy providing economic opportunity for all.

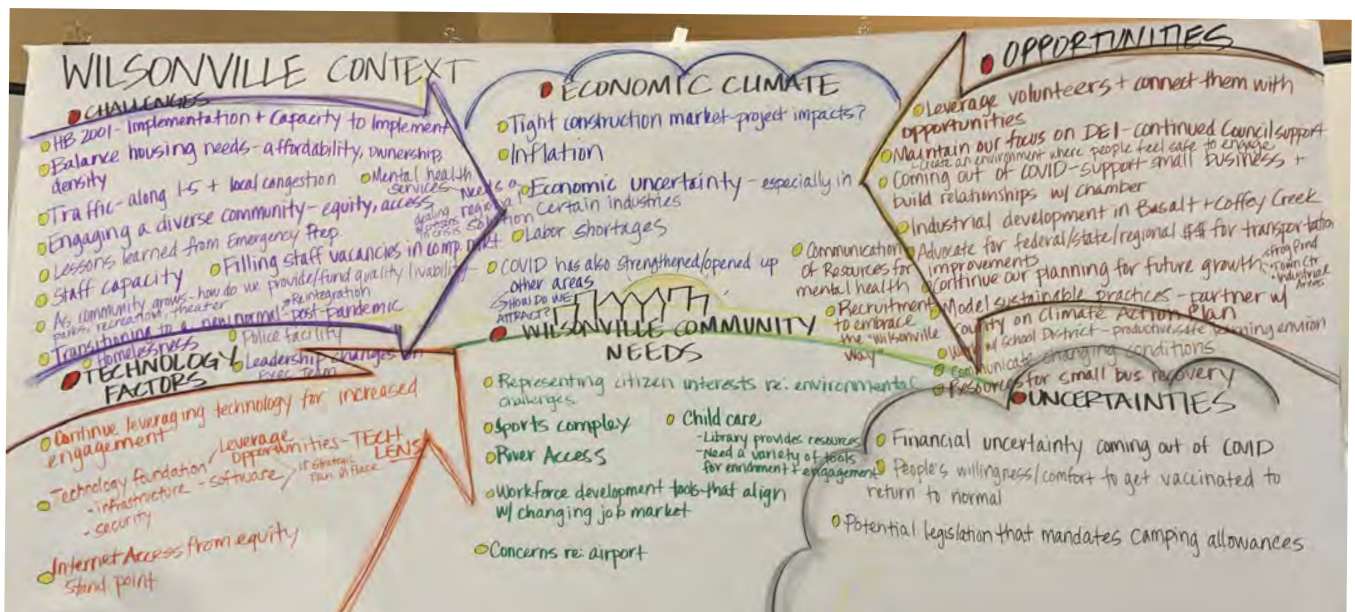
Environment: We are good stewards of our environment by modeling practices and embracing policies that preserve and protect the natural environment.

Safety: We are committed to creating a safe, livable community for all by providing a physically safe environment and ensuring people feel psychologically safe.

Setting The Context

The team celebrated and recognized accomplishments and progress from the last year, in particular the many shifts and transitions in services made to address the COVID-19 pandemic, social justice movements, wildfires, and more. The previous year brought many new challenges that the team met with resilience and efforts to innovate City services to continue meeting the needs of all members of the community.

This section highlights the general context of the community. All organizations work in a context; there are larger environmental forces and trends that shape what is and is not possible just as much as the internal capacities and capabilities of a group. The context map shown in this section provides a big-picture view of the Wilsonville environment.



The team's context map created at the May 14, 2021 workshop

Context Map Highlights

The Context Mapping exercise increased the team's understanding of complex situations and established a common backdrop for goal-setting. To establish this shared context, the City Council and Executive Team discussed topics including opportunities, challenges, economic climate, technology trends, community needs, and uncertainties.

Opportunities

- » Leverage volunteers and connect them with opportunities
- » Maintain our focus on diversity, equity and inclusion (DEI) and provide continued Council support. Create an environment where people feel safe to engage.
- » As we come out of the pandemic, support small business and build relationships with the Chamber of Commerce
- » Industrial development opportunities in Basalt Creek and Coffee Creek areas
- » Advocate for Federal/State/Regional money for transportation improvements
- » Continue our planning for future growth in Frog Pond, Town Center, and the industrial areas
- » Model sustainable practices and partner with the County on a Climate Action Plan
- » Work with the School District to create a productive, safe learning environment post pandemic
- » Communicate changing conditions regarding health/social distancing restrictions
- » Provide resources for small business recovery
- » Communicate resources for mental health
- » Conduct recruitments that attract candidates who will embrace the "Wilsonville Way"

Challenges

- » Implementation of HB 2001 and the related staff capacity necessary for implementation
- » Balance the City's housing needs including affordability, ownership and density
- » Traffic along I-5 and local congestion
- » Engaging a diverse community - ensuring equity and access
- » Understanding and responding to lessons learned from emergency response incidents over the past year
- » Staff capacity
- » As the community grows, how do we provide and fund quality of life/livability amenities including parks, recreation opportunities, cultural services, etc.?
- » How will we transition to a new normal and reintegrate following the pandemic?
- » Homelessness
- » The need for a police facility
- » Upcoming changes in the City's leadership on the Executive Team
- » Mental health services needs a regional response to support citizens in crisis

Economic Climate

- » Tight construction market could cause project impacts
- » Inflation
- » Economic uncertainty especially in certain industries
- » Labor shortages
- » The pandemic has strengthened some industries and opened up new opportunities. How can the City attract these?

Community Needs

- » Represent citizen interests regarding environmental challenges
- » Sports complex
- » River access
- » Workforce development tools that align with a changing job market
- » Addressing concerns regarding the airport
- » Childcare - the Library provides some resources, but a variety of tools for enrichment and engagement are needed

Technology Trends

- » Continue leveraging technology for increased engagement
- » Technology foundation in Wilsonville. We have a strategic plan in place to plan for infrastructure, software and security. Leverage opportunities using a tech lens
- » Equitable access to the Internet

Uncertainties

- » Financial uncertainty coming out of COVID
- » People's willingness/comfort to get vaccinated so we can return to normal activities
- » Potential legislation that mandates camping allowances

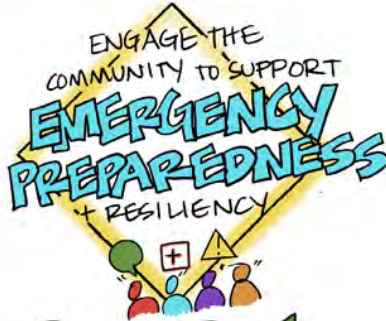
2021-2023

City Council Goals

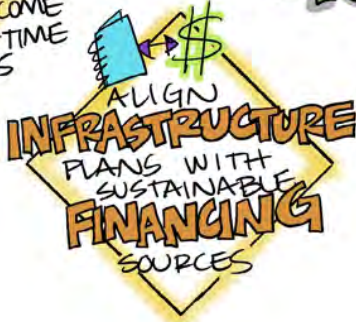
The team reviewed the City's current context, considering challenges and opportunities on the horizon as they identified goals and strategies that would address these challenges and build on the work and success of previous years. These goals will be implemented in addition to maintaining high-quality core City services and continued implementation of the City's master plans.

The Council reviewed and finalized the goals at their June 7, 2021 City Council meeting. The goals are listed in the order they were prioritized by the Council. Staff has developed implementation timelines based on the Council's priorities, available resources, and staff capacity. Project leads have been assigned for each strategy, and staff and Council have identified potential partners to engage in the implementation process. Other partners may be identified as staff continues to develop a scope of work for these strategies.

The Council has expressed an interest in rebuilding partnerships following a year of paused or virtual meetings. The City will consider convening a joint meeting of the City's Boards and Commissions to explore opportunities for collaboration on the Council's goals and other initiatives. Additionally, the City will be looking for opportunities to collaborate with other boards and community groups.



2021 CITY COUNCIL GOALS



GOAL	STRATEGIES	STAFF LEAD	POTENTIAL PARTNERS	TIMELINE (YEARS)
Goal 1: Increase mobility for all in Wilsonville	1.1 Advocate at the federal, state and regional level to complete the Boone Bridge replacement.	Government Affairs	TBD	TBD
	1.2 Pursue a legislative strategy to support aligning the SMART service boundaries with the City limits.	Legal/ SMART/ Government Affairs	TBD	TBD
	1.3 Work with ODOT to incorporate the French Prairie bridge crossing into the Boone Bridge project.	Engineering/ Government Affairs	TBD	TBD
	1.4 Leverage existing City funds to attract outside funding for the I-5 bike and pedestrian bridge.	Engineering/ Government Affairs	TBD	TBD
	1.5 Implement existing transportation plans and advance planning efforts to improve our local transportation network	TBD	TBD	TBD
Goal 2: Support local business recovery post-pandemic	2.1 Develop programs for business support using ARPA funds.	Community Development/ Administration/ Bryan Cosgrove	TBD	TBD
	2.2 Convene the Chamber of Commerce and Small Business Development Center (SBDC) to assess local business needs and available resources.	Community Development/ Administration/ Bryan Cosgrove	TBD	TBD
Goal 3: Expand home ownership for lower income levels and first-time home buyers	3.1 Continue implementation of the City's Equitable Strategic Housing Plan (ESH) and explore funding options including Construction Excise Tax (CET), Vertical Housing Development Zone (VHDZ), etc.	Planning/Miranda	See partners from (ESH), Habitat for Humanity, ESHP Task Force	TBD
	3.2 Explore examples of other programs to support home ownership for low-income residents and first-time home buyers as part of the Frog Pond East and South Master Plan.	Planning/Miranda	Clackamas County Housing Authority	TBD
	3.3 Develop a concept plan, zoning strategy, public outreach, identify partners, pursue grant funding, and draft development agreement for a transit-oriented development (TOD) project at WES Transit Center site.	Planning/Miranda	TBD	TBD

GOAL	STRATEGIES	STAFF LEAD	POTENTIAL PARTNERS	TIMELINE (YEARS)
Goal 4: Attract high-quality industry and economic opportunity to Wilsonville	4.1 Leverage the Coffee Creek Urban Renewal District with the goal of attracting new industry that pays family-wage jobs in two years.	Community Development/Chris Neamtzu	TBD	TBD
	4.2 Advance the existing strategy for recruitment and expansion of the City's industrial areas.	Community Development/Administration/Chris Neamtzu	TBD	TBD
	4.3 Develop a land aggregation strategy and conduct outreach with property owners to explore long-term plans in Basalt and Coffee Creek.	Community Development/Chris Neamtzu	TBD	TBD
	4.4 Identify and convene key stakeholders for workforce development to understand challenges, gaps and opportunities to support local high-paying jobs for the Wilsonville community.	Administration/Mark Ottenad	Clackamas Community College, Clackamas County, OIT, School District	TBD
	4.5 Conduct outreach to help us prioritize infrastructure investments in the industrial area to expedite private investment.	Community Development/Chris Neamtzu	TBD	TBD
Goal 5: Align infrastructure plans with sustainable financing sources	5.1 Conduct a financial analysis to explore costs and revenue options to fund the City's major infrastructure projects that are currently without identifiable funding.	Finance/Finance Director	Parks Bond Task Force	TBD
	5.2 Update the urban renewal strategic plan.	Community Development/Economic Development Manager	Urban Renewal Task Force	TBD
	5.3 Establish the Arts and Culture Board and fund a feasibility study for performing arts facility.	Administration/Mark Ottenad	Arts and Culture Partners	TBD

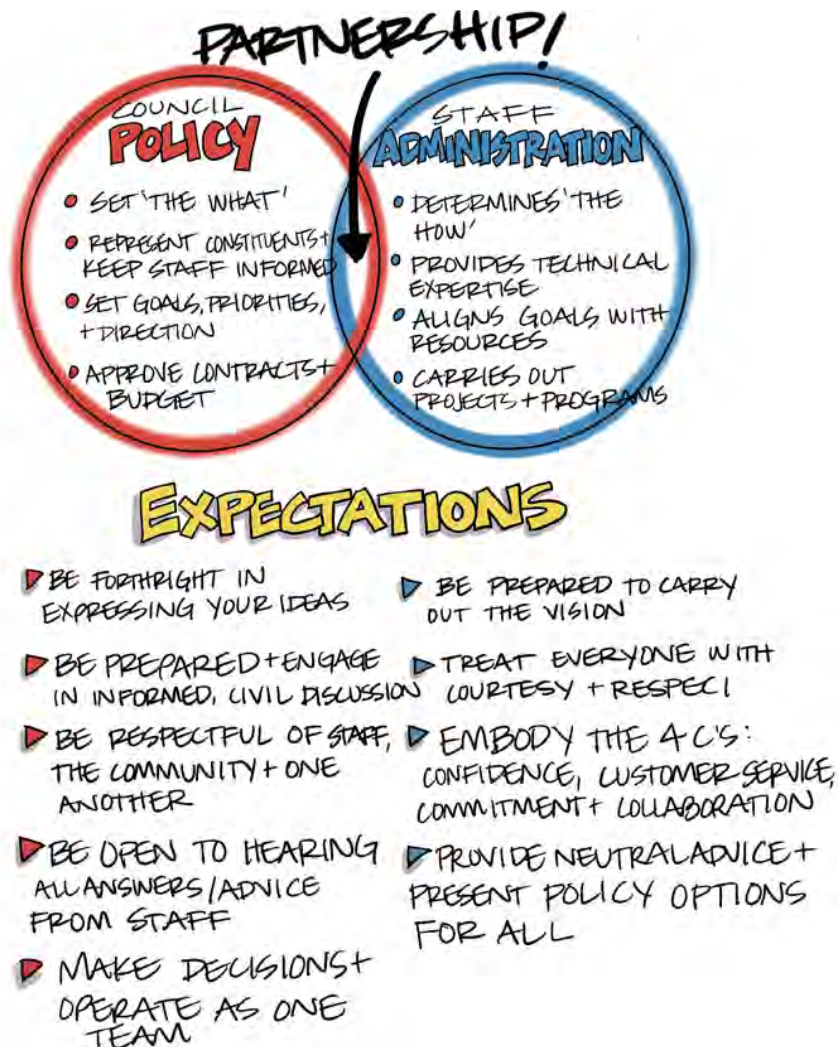
GOAL	STRATEGIES	STAFF LEAD	POTENTIAL PARTNERS	TIMELINE (YEARS)
Goal 6: Engage the community to support emergency preparedness and resiliency	6.1 Work with emergency response providers to identify gaps and enhance Wilsonville's emergency preparedness planning for all types of emergencies/disasters.	Public Works/Delora Kerber	Clackamas County, Clackamas County Mayors, 190 Agreements with neighbors and regional partners	TBD
	6.2 Connect the community (residents and businesses) with emergency response resources and educational materials to improve individuals' response planning.	Public Works/Communications/Delora Kerber	Regional Water Provider Consortium, Marion County, Clackamas County	TBD
Goal 7: Protect Wilsonville's environment and increase access to sustainable lifestyle choices	7.1 Update the City's Comprehensive Plan to include a section on the environmental impacts of the Aurora State Airport.	Community Development/Chris Neamtzu	TBD	TBD
	7.2 Participate in the Aurora State Airport planning discussions to represent Wilsonville's environmental interests.	Community Development/Chris Neamtzu	TBD	TBD
	7.3 Develop a Wilsonville climate action strategy in alignment with Clackamas County's planning efforts.	Natural Resources	Republic Services, PGE	TBD
	7.4 Explore options to expand access to urban gardening and other sustainable lifestyle choices.	Parks and Recreation/Parks Director	TBD	TBD
	7.5 Continue implementation of Wilsonville's existing environmental programs and practices	TBD	TBD	TBD

Roles, Expectations +

Team Agreement

The Team reviewed the background information regarding the Council-Manager form of government, and roles and expectations of Councils and Administration. This discussion provided context for the goal-setting discussion as well as assisted the team in thinking about how they will work together to advance the goals.

The team agreement identifies how the City Council agrees to work together in alignment with their Council Protocols. Newly elected Councils develop team agreements to honor their individual strengths and communication styles. The purpose of this agreement is to guide the team in working together, build trust, and facilitate open communication and accountability.



City Council Team Agreement



ALL PERSPECTIVES ARE VALUED

We are committed to sharing and listening to all voices on the Council. Each member of the team has an equally important voice that should be heard, respected and included.



TRUST

We are committed to building and maintaining trust amongst the team. If questions or conflict arises, we will personally reach out to address the situation and be open to dialogue with our teammate(s). We support a safe environment where we can explore our individual ideas and motives for community policy.



RESPECT THE DECISION-MAKING PROCESS

We are committed to a fair decision-making process where everyone on the team shares their perspective and can respectfully disagree during the deliberations process. Once a decision has been made, we agree to move forward as ONE team. If we dissent with the decision made, we agree to respectfully state our dissent while including a statement of why the Council made their decision.



ASSUME POSITIVE INTENT

We are committed to serving the whole Wilsonville community and bring positive intentions of providing excellent service to all.

Implementation +

Progress Reporting

To maintain accountability to the goals and ensure two-way communication between the Council, Executive Team, and the community, the following process has been outlined to support the implementation of the goals. This process will also guide the team in evaluating and tracking progress on the goals over the next two years.

Progress Reporting

Every quarter, the Executive Team will provide the City Council with an update on the goals and strategies. These updates will include any progress, challenges that need to be addressed, and/or recommendations or requests for additional Council direction. City staff will continue to provide real time updates on projects as they progress and highlight the goals and strategies in their department work plans, agendas, and staff reports where applicable.

To assist the Council with providing timely information to the community, City staff will look into the creation of a dashboard where Council can obtain real-time updates of the goals and strategies. Additionally, the City Manager reports will include highlights of the goal updates. The City Council and community have access to these reports online. City staff will promote this area of the website and drive more traffic to these valuable updates.



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Prepared by:



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CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

A special meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 6:30 p.m. on Wednesday, May 26, 2021. Mayor Fitzgerald called the meeting to order at 6:32 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 - Excused
Councilor West - Absent
Councilor Linville

Staff present included:

Bryan Cosgrove, City Manager
Barbara Jacobson, City Attorney
Kimberly Veliz, City Recorder
Beth Wolf, Systems Analyst
Andy Stone, IT Director
Philip Bradford, Associate Planner
Miranda Bateschell, Planning Director
Dan Pauly, Planning Manager

Motion to approve the order of the agenda.

Motion: Councilor Linville moved to approve the order of the agenda. Councilor Akervall seconded the motion.

Vote: Motion carried 3-0.

SUMMARY OF VOTES

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

MAYOR'S BUSINESS

A. None.

COMMUNICATIONS

A. None.

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS

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

There was no public input.

COUNCILOR COMMENTS

A. None.

CONSENT AGENDA

A. None.

NEW BUSINESS

A. None.

CONTINUING BUSINESS

A. None.

PUBLIC HEARING

City Manager Cosgrove read the title of Ordinance Nos. 847 and 848 into the record on first reading.

Mayor Fitzgerald provided the public hearing format and opened the public hearing at 6:37 p.m.

No Councilor declared a conflict of interest, bias, or conclusion from information gained outside the hearing. No member of the audience challenged any of the Councilor's participation.

Barbara Jacobson, City Attorney noted for the record the City does not have these type of hearings often. Ms. Jacobson further noted this item had been through a lot to get to where it is currently. Ms. Jacobson stated the Development Review Board (DRB) made the determination on the land use process that was being applied. Which included a recommendation to change the zoning to go along with new land use plans. She reminded Council they cannot relook at reconfiguration of the lots, traffic, or removal of the trees because DRB had already made those determinations. Council can only look at the zoning and decide whether this property should or should not be rezoned. Ms. Jacobson disclosed that the DRB decision was finalized with no appeal filed. Therefore, Council is not reconsidering anything having to do with the determinations already made by the DRB.

CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES

Miranda Bateschell, Planning Director introduced the project and prior Development Review Board process.

Philip Bradford, Associate Planner provided the staff report and PowerPoint, which has been made a part of the record.

Mr. Bradford announced the applicable review criteria for Ordinance No. 847 comprehensive plan map amendment are included on page 2 of the staff report in Exhibit A Attachment 2. In addition, the applicable review criteria for Ordinance No. 848 zone map amendment are included on page 2 the staff report in Exhibit B Attachment 2.

Prior to the beginning of the presentation Mr. Bradford responded to a question received from Council. He proceeded to explain the DRB staff report, which is contained within the City Council packet, might include information that conflicts with the final site plan layout as the project went through multiple changes throughout the approval process. The conditions from DRB are consistent with the final lot configuration. However, there may be numbers and other information in findings and discussion points that refer to old configurations and those were not struck through to be removed. Therefore, there are instances such as the discussion points' stating that Tract B serves two dwelling units when based on the conditions from DRB Tract B no longer serves any residential units.

Following the explanation of changes in packet materials Mr. Bradford continued to present the PowerPoint beginning with background and context.

Council clarifying questions followed the presentation.

Staff explained when a project is being reviewed and approved by DRB the members make a motion for staff to make changes to the staff report. In this case, there were motions made to add four conditions which addressed concerns raised by residents. Staff made changes to the staff report prior to the hearing to address the changes that they knew were coming from the materials received from the applicant. However, there was not a motion from the DRB to strike through additional aspects of the staff report. Therefore, certain talking points and findings remained unchanged. When staff works on the amended and adopted staff reports they typically only change items DRB directs them to change. So, the record in the end reflects sufficiently the intent of the DRB. Exhibits that show the final configuration and the conditions from both staff and the DRB are reflected in the end plan presented by the applicant. Staff acknowledged they are comfortable with the final report.

Staff informed the trees on the lots would be evaluated for preservation during the building permit stage of the process. It was noted that the setbacks overall are what the zone requires. Therefore, staff does not see the overlap between the building footprint and the tree protection fencing changing that drastically even with the new plans. Which is why significant conditions were added to re-evaluate the trees as this project progresses.

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

The tree fencing would be at the drip line. If during construction, there is a need to take down the fencing or anything to explore for potential foundations that would trigger the contractor to contact the City and have an arborist on site as that work is completed. This is to ensure tree preservation is maximized. Staff explained if there were a scenario with a tree on an adjacent lot where roots or a dripline goes on to another lot then there would be fencing around that as well.

Staff recalled the site design review standards, which would include the tree preservation, are not before City Council this evening.

Staff explained once the City receives final plans from the applicant and as they work on addressing conditions of approval from DRB the line and the sizes may shift and be different. Nevertheless, in line with the conditions of approval, any changes to the lot configuration made would still meet all applicable review criteria. Therefore, in theory the applicant is providing above and beyond now with the open space condition. This is subject to change based on the conditions because that does result in slight reconfiguration especially if the applicant is going to design a vehicle turnaround on Tract B.

City Attorney Jacobson restated the scope of this review is limited to the zone change and the comprehensive plan change.

Applicant Steve Miller along with the Emerio Design LLC team presented to City Council.

Mr. Miller described there were extensive design changes that took place because of the DRB meetings. He further stated PDR3 zoning, which is being requested, is the lowest density zone in the City of Wilsonville. He restated there is no other lower density zone than PDR3.

He then shared his screen to display and review the comprehensive plan map with Council.

Mr. Miller explained residential holding zones are zones put in place to preserve larger lot sizes so when properties redevelop at urban densities those zones would be rezoned to PDR3 zones. These lot types are developed which brings density into the city limits. It is planning one-on-one concept for the state of Oregon. Lots are brought into the Urban Growth Boundary (UGB), put in holdings, and are retained as large lot sizes until public facilities become available for them to be redevelop and rezoned.

Mr. Miller then provided background information on the project.

Council questions followed the applicant's presentation.

Mayor Fitzgerald invited public testimony.

The following Wilsonville residents spoke in opposition of Ordinance Nos. 847 and 848:

Kristi Halstead	Chip Halstead	Joan Carlson	Brenda Troupe
David Carlson	Helena Lulay	Anthony Calcagno	

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

The applicant provided rebuttal to the public testimony.

The rebuttal was followed by clarifying questions of Council.

Mayor Fitzgerald closed the public hearings on Ordinance Nos. 847 and 848 at 8:05 p.m. She then asked Council for the motions.

A. Ordinance No. 847 – 1st Reading (Land Use Hearing)

An Ordinance Of The City Of Wilsonville Approving A Comprehensive Plan Map Amendment From Residential 0-1 Dwelling Units Per Acre To Residential 4-5 Dwelling Units Per Acre On Approximately 2.25 Acres Located At 28700 SW Canyon Creek Road South; The Land Is More Particularly Described As Tax Lot 6400, Section 13BD, Township 3 South, Range 1 West, Willamette Meridian, City Of Wilsonville, Clackamas County, Oregon. Scott Miller, Samm-Miller, LLC – Applicant For William Z. Spring – Owner.

Motion: Councilor Akervall moved to approve Ordinance No. 847 on first reading. Councilor Linville seconded the motion.

Council appreciated all those involved in the process.

Vote: Motion carried 3-0.

SUMMARY OF VOTES

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

The City Attorney informed quasi-judicial/land use appeal rights would need to be read if not now then at the second reading of Ordinance Nos. 847 and 848.

B. Ordinance No. 848 – 1st Reading (Land Use Hearing)

An Ordinance Of The City Of Wilsonville Approving A Zone Map Amendment From The Residential Agriculture-Holding (RA-H) Zone To The Planned Development Residential-3 (PDR-3) Zone On Approximately 2.25 Acres Located At 28700 SW Canyon Creek Road South; The Land Is More Particularly Described As Tax Lot 6400, Section 13BD, Township 3 South, Range 1 West, Willamette Meridian, City Of Wilsonville, Clackamas County, Oregon. Scott Miller, Samm-Miller, LLC – Applicant For William Z. Spring – Owner.

Motion: Councilor Akervall moved to approve Ordinance No. 848 on first reading. Councilor Linville seconded the motion.

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

Vote: Motion carried 3-0.

SUMMARY OF VOTES

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

The applicant asked whether it was possible for a second reading to take place that evening. Staff responded the second reading would need to occur at the next City Council meeting.

CITY MANAGER'S BUSINESS

No Report.

LEGAL BUSINESS

No Report.

ADJOURN

Mayor Fitzgerald adjourned the meeting at 8:16 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 7:00 p.m. on Monday, June 7, 2021. Mayor Fitzgerald called the meeting to order at 7:03 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
Beth Wolf, Systems Analyst
Zoe Monahan, Assistant to the City Manager
Andy Stone, IT Director
Keith Katko, Assistant Finance Director
Cathy Rodocker, Finance Director
Zach Weigel, Capital Projects Engineering Manager
Jordan Vance, Economic Development Manager
Dan Pauly, Planning Manager

Motion to approve the order of the agenda.

Motion: Councilor West moved to approve the order of the agenda. Councilor Akervall seconded the motion.

Councilor Akervall recalled the request from staff to add the Boeckman Dip Bridge Finance Plan presentation to the Communications portion of the City Council agenda.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

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

Amended Motion: Councilor West moved to amend his motion to include the Boeckman Bridge communications. Councilor Akervall seconded the motion.

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

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. Juneteenth Proclamation

The Mayor announced the City of Wilsonville is hosting its first annual Juneteenth celebration at Town Center Park on Saturday, June 19, 2021 at 10:00 a.m. The Mayor then read a proclamation declaring the 19th day of June 2021 as “Celebration of Juneteenth in Wilsonville”.

B. Appointments/Reappointments

Development Review Board Panel B - Appointment

Appointment of Katherine Dunwell to the Development Review Board Panel B for a term beginning 7/1/2021 to 12/31/2022.

Motion: Councilor Linville moved to ratify the appointment of Katherine Dunwell to the Development Review Board Panel B for a term beginning 7/1/2021 to 12/31/2022. 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

Library Board - Appointment

Appointment of Joseph Mallet to the Library Board for a term beginning 7/1/2021 to 6/30/2025.

Motion: Councilor Lehan moved to ratify the appointment of Joseph Mallet to the Library Board for a term beginning 7/1/2021 to 6/30/2025. Councilor Linville 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

Tourism Promotion Committee - Reappointment

Reappointments of Brian Everest and Lizabeth Price to the Tourism Promotion Committee for a term beginning 7/1/2021 to 6/30/2024.

Motion: Councilor West moved to ratify the reappointments of Brian Everest and Lizabeth Price to the Tourism Promotion Committee for a term beginning 7/1/2021 to 6/30/2024. 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

Tourism Promotion Committee – Appointment – Unexpired Term

Appointment of Elaine Owen to the Tourism Promotion Committee, Position 3 for a term beginning 7/1/2021 to 6/30/2023.

Motion: Councilor Lehan moved to ratify the appointment of Elaine Owen to the Tourism Promotion Committee, Position 3 for a term beginning 7/1/2021 to 6/30/2023. 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

Tourism Promotion Committee - Appointment

Appointment of Jennifer Gage to the Tourism Promotion Committee, Position 5 for a term beginning 7/1/2021 to 6/30/2024.

**CITY OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

Motion: Councilor Akervall moved to ratify the appointment of Jennifer Gage to the Tourism Promotion Committee, Position 5 for a term beginning 7/1/2021 to 6/30/2024. 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

Wilsonville-Metro Community Enhancement Committee - Reappointment

Reappointments of Amy Day and Jordan Snyder to the Wilsonville-Metro Community Enhancement Committee for a term beginning 7/1/2021 to 6/30/2024.

Motion: Councilor Linville moved to ratify the reappointments of Amy Day and Jordan Snyder to the Wilsonville-Metro Community Enhancement Committee for a term beginning 7/1/2021 to 6/30/2024. 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

C. Upcoming Meetings

Upcoming meetings were announced by the Mayor as well as the regional meetings she attended on behalf of the City.

COMMUNICATIONS

A. Wilsonville Community Sharing

Wilsonville Community Sharing (WCS) representative Leigh Crosby, acting Executive Director and Carlos Salazar, President of the Board of Directors presented to City Council on how City’s grant funding helps Wilsonville residents in need.

Council appreciated WCS for their ongoing efforts.

CITY OF WILSONVILLE
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B. Boeckman Dip Bridge Finance Plan

Zach Weigel, Capital Projects Engineering Manager and Cathy Rodocker, Finance Director presented the staff report and PowerPoint on the Boeckman Dip Bridge Finance Plan. The PowerPoint has been added to the record.

Council agreed with staff's proposed finance plan for the Boeckman Dip Bridge. In closing staff announced, they would return to a future City Council meeting with a request for a supplemental budget adjustment.

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.

Mitch Romero, Construction Manager for Twist Bioscience spoke in support URA Resolution No. 315. Mr. Romero informed that hazardous materials stored at the site would be stored in a closed system. Therefore, none of the hazardous materials would go out into the environment in the immediate area. Furthermore, any hazardous materials needing to be removed from the site would be placed into specialized tanks and then taken away by a qualified contractor.

COUNCILOR COMMENTS

A. Council President Akervall

Councilor Akervall updated on the following:

- League of Oregon Cities (LOC) Women's Caucus planning meeting
- Library Strategic Plan Committee meeting
- Library Summer Reading Program

B. Councilor Lehan

Councilor Lehan announced the below events:

- June 26, 2021 at the Butteville Cemetery there would be a monument dedication ceremony for the grave markers of Jesse Boone, his wife Elizabeth and their three children.
- August 12, 2021 Walnut Grove Dedication at Murase Park.

Mentioned a bear had been seen near the Morey's Landing neighborhood. Ms. Lehan reminded citizens that around this time of the year juvenile animals leave their mothers to venture out on their own.

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CITY COUNCIL MEETING MINUTES**

C. Councilor West

Councilor West shared information on the following events he attended:

- Water Consortium meeting
- Korean War Memorial Service

D. Councilor Linville

Councilor Linville mentioned the regional meetings she attended and the upcoming meetings she plans to attend:

- League of Oregon Cities (LOC) Women’s Caucus planning meeting
- LOC Conference in Bend
- June 16, 2021 C4 Metro Subcommittee
- June 19, 2021 Juneteenth celebration
- June 22, 2021 Clackamas County Business Alliance meeting

Shared she has heard from community members that they are excited about the water features being turned on and being able to use the new dog park.

Provided an update on vaccination efforts.

CONSENT AGENDA

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

A. **Resolution No. 2900**

A Resolution Of The City Of Wilsonville Authorizing Support Grant Agreement With Wilsonville Community Sharing.

B. Minutes of the May 17, 2021 City Council Meeting.

Motion: Councilor Lehan moved to approve the Consent Agenda as read. 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 OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

NEW BUSINESS

A. City Council Goals

This item was held over to the June 21, 2021 City Council meeting.

CONTINUING BUSINESS

Ms. Jacobson read the title of Ordinance No. 847 into the record on second reading.

A. **Ordinance No. 847**

An Ordinance Of The City Of Wilsonville Approving A Comprehensive Plan Map Amendment From Residential 0-1 Dwelling Units Per Acre To Residential 4-5 Dwelling Units Per Acre On Approximately 2.25 Acres Located At 28700 SW Canyon Creek Road South; The Land Is More Particularly Described As Tax Lot 6400, Section 13BD, Township 3 South, Range 1 West, Willamette Meridian, City Of Wilsonville, Clackamas County, Oregon. Scott Miller, Samm-Miller, LLC – Applicant For William Z. Spring – Owner.

Motion: Councilor Lehan moved to adopt Ordinance No. 847 on second reading. Councilor Akervall seconded the motion.

Staff announced the public hearing had been closed at the last meeting and there was no additional information to report.

The Mayor then called for the roll call vote.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

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

Ms. Jacobson read the title of Ordinance No. 848 into the record on second reading.

B. **Ordinance No. 848**

An Ordinance Of The City Of Wilsonville Approving A Zone Map Amendment From The Residential Agriculture-Holding (RA-H) Zone To The Planned Development Residential-3 (PDR-3) Zone On Approximately 2.25 Acres Located At 28700 SW Canyon Creek Road South; The Land Is More Particularly Described As Tax Lot 6400, Section 13BD, Township 3 South, Range 1 West, Willamette Meridian, City Of Wilsonville, Clackamas County, Oregon. Scott Miller, Samm-Miller, LLC – Applicant For William Z. Spring – Owner.

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Motion: Councilor Lehan moved to adopt Ordinance No. 848 on second reading. Councilor Linville seconded the motion.

It was announced the public hearing had been closed at the last meeting and there was no additional information to report.

The Mayor then called for the roll call vote.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

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

At 8:24 p.m., the Mayor recessed the meeting for a brief break so, that staff could locate the needed quasi-judicial/land use appeal process statement to be read for the record.

The meeting reconvened at 8:29 p.m.

PUBLIC HEARING

Mr. Cosgrove read the title of Resolution Nos. 2901, 2902, 2903 and 2904 into the record.

Mayor Fitzgerald opened the public hearing on Resolution Nos. 2901, 2902, 2903 and 2904. She then read the legislative public hearing script and opened the public hearings at 8:30 p.m.

Cathy Rodocker, Finance Director presented the staff report and PowerPoint for Resolution Nos. 2901 and 2902.

At 8:34 p.m., the Mayor invited public testimony for Resolution Nos. 2901 and 2902. Seeing none, she called for the motion.

A. **Resolution No. 2901**

A Resolution Declaring The City's Eligibility To Receive State Shared Revenues.

Motion: Councilor Akervall moved to approve Resolution No. 2901. 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

B. Resolution No. 2902

A Resolution Declaring The City’s Election To Receive State Shared Revenues.

Motion: Councilor West moved to approve Resolution No. 2902. 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

C. Resolution No. 2903

A Resolution Of The City Of Wilsonville Adopting The Budget, Making Appropriations, Declaring The Ad Valorem Tax Levy, And Classifying The Levy As Provided By ORS 310.060(2) For Fiscal Year 2021-22.

Cathy Rodocker, Finance Director presented the staff report and PowerPoint for Resolution No. 2903.

The Mayor invited public testimony for Resolution No. 2903, there was none.

Motion: Councilor Lehan moved for approval of the FY2021-22 proposed budget, in the total amount of \$241,832,266 (two hundred forty-one million, eight hundred and thirty-two thousand and two hundred and sixty-six dollars); and levying the full amount of the city general tax rate of \$2.5206 (two dollars and fifty two o six cents). 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 OF WILSONVILLE
CITY COUNCIL MEETING MINUTES**

D. Resolution No. 2904

A Resolution Authorizing A Supplemental Budget Adjustment For Fiscal Year 2020-21.

Keith Katko, Assistant Finance Director presented the staff report for Resolution No. 2904.

The Mayor invited public testimony for Resolution No. 2904, there was none.

Staff announced that staff reports for future supplemental budget adjustments would be provided to the Budget Committee. Therefore, the Budget Committee members would have an opportunity to provide comments to City Council.

Motion: Councilor Lehan moved to approve Resolution No. 2904. 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

CITY MANAGER’S BUSINESS

City Manager Cosgrove recalled the West Linn-Wilsonville School District submitted a letter-requesting waiver of the final year for their lease with the City. Mr. Cosgrove recommended the Council authorize the waiver.

Council agreed with staff’s recommendation to waive the final year of lease payments owed to the City of Wilsonville by the West Linn-Wilsonville School District.

LEGAL BUSINESS

Prior to the City Manager’s Business the City Attorney read a brief statement about the quasi-judicial/land use appeal process for Ordinance Nos. 847 and 848.

Ms. Jacobson stated for the record that those whom desire to appeal the decision to the Land Use Board of Appeals (LUBA) must file the notice of intent to appeal and pay the required fees to LUBA within 21 days after the land use decision becomes final as described in OAR 661-010-0010(3). Furthermore, if the deadline is missed LUBA will not hear the appeal.

**CITY OF WILSONVILLE
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ADJOURN

Mayor Fitzgerald adjourned the meeting at 8:50 p.m.

Respectfully submitted,

Kimberly Veliz, City Recorder

ATTEST:

Julie Fitzgerald, Mayor

DRAFT



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: June 21, 2021	Subject: Resolution No. 2905 Amending the City's Fee Schedule for Wireless Communication Facilities Staff Member: Cindy Luxhoj AICP, Associate Planner Department: Community Development	
Action Required	Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: Approve an amendment to the City's Planning Fee Schedule to add a Wireless Communication Facilities section for Planning Application and Technical Design Review Fees	
Staff Recommendation: Staff recommends Council adopt Resolution 2905.		
Recommended Language for Motion: I move to approve Resolution 2905.		
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:

Council to consider approving an amendment to the City's fee schedule adding a Wireless Communication Facilities section to include Planning Application review fees and Technical Design Review fees.

Resolution 2905 Staff Report

Page 1 of 4

EXECUTIVE SUMMARY:

On September 26, 2018, the Federal Communications Commission (FCC) adopted a Declaratory Ruling and Third Report and Order (“Declaratory Ruling”), which interpreted existing federal law and created new federal regulations regarding small wireless facilities (SWF). The Declaratory Ruling required state and local jurisdictions to conform to the FCC’s interpretations of federal statutes and newly adopted federal regulations governing SWF, with an effective date of January 14, 2019. To ensure compliance with the Declaratory Ruling, on January 7, 2019, Council approved Ordinance No. 831, which amended City Code Sections 4.800 through 4.814, and approved Resolution No. 2720, which adopted SWF design standards and application and right-of-way (ROW) fees.

Subsequent to the various recent updates to federal regulations and related City Code amendments for wireless communication facilities (WCF), including SWF, a list of six unique WCF application types emerged, each governed by different review timelines and levels of land use review, and requiring various technical analyses. The technical analyses include components beyond the expertise of Planning staff and necessitate appropriate expert review.

Based on this identified need for assistance from experts, on July 6, 2020, the City issued a Request for Proposals (RFP) for on-call professional services for technical review of wireless facility applications, particularly in response to the new SWF design standards and potential upcoming applications. Proposals were due on July 23, 2020. Three proposals were received in response to the RFP and, following evaluation by a staff, CityScape Consultants, Inc. (“CityScape”), was chosen as the top applicant.

CityScape will be able to provide on-call services for the broad range of technical review of WCF that is needed, including SWF, both within and outside the public ROW. The contract with CityScape, which was fully executed on February 3, 2021, includes a detailed fee schedule for technical review of the range of application types, from SWF in the public ROW to modification of WCF towers and siting of new macro WCF facilities.

Based on the City’s application process, the type of land use review required, and the corresponding fee schedule from CityScape, staff developed a WCF fee schedule, which is provided in **Exhibit A of Resolution No. 2905** (see **Attachment 1**). This WCF fee schedule will be incorporated into the Planning Fee Schedule in a new “Wireless Communication Facilities” section, as shown in **Attachment 2** to this Staff Report.

The fees include both a Planning Application review fee and a Technical Design Review fee for each application type. Applicants are required to deposit, when an application is submitted to the City, a combined Planning Application review fee and a Technical Design Review fee based on the number and type of WCF application(s). Once City staff complete the application review and issue a final decision, staff will review the City’s actual cost associated with the review, including any outside consultants, experts, and contractors the City needs to utilize as part of the review. As required by FCC regulations, the City will then either invoice the applicant or refund the applicant the difference between the City’s actual costs incurred, for both the Planning Application review

fee and the Technical Design Review fee, compared to the deposit received when the application was submitted.

In addition to the fees needed to process WCF applications, City staff propose a modification to the Appeals section of the Planning Division fee schedule. The new fee reflects appeals of more complex administrative decisions that require technical analysis and support, multi-disciplinary review, director review, or formal interpretation. Multiple WCF application types that previously would have been decided by the DRB are now required by federal statute to be processed administratively despite the complex nature of the review. There are other appeals to administrative decisions that would fit this similar level of complexity beyond a simple Class I appeal (such as a tree permit), but below an appeal to a DRB or Planning Commission action.

For example, an appeal of the Community Development Director's calculation of System Development Charges (SDC) associated with new development under Wilsonville Code (WC) Chapter 11- Fees. Another example is an official Planning Director Interpretation on a requirement, policy, or regulation in the Wilsonville Comprehensive Plan or Development Code. The amount proposed to be charged is \$2,500 per appeal to the appropriate review body / decision-maker. This amount is between the appeal of an Administrative Decision to the Design Review Board (DRB) (\$511) and appeal of a DRB or Planning Commission action (\$3,731). The order of magnitude effort on these appeals is significant, often involving efforts from the Community Development Administration, Engineering, and Building Divisions as well as the Legal Department.

EXPECTED RESULTS:

The City's Planning Fee Schedule will be amended to include a new appeal fee and to add a "Wireless Communication Facilities" section to include Planning Application review fees and Technical Design Review fees consistent with the City's WCF application process and the detailed fee schedule provided by CityScape, for on-call professional services for technical review.

TIMELINE:

Adoption of Resolution No. 2905 regarding application fees for WCF is scheduled for June 21, 2021, and will become effective immediately upon approval.

CURRENT YEAR BUDGET IMPACTS:

The budget impacts are not known at this time. Staff anticipate that the Planning Application review fees and Technical Design Review fees should cover the actual City costs for reviewing applications.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 6/8/2021

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 6/16/2021

COMMUNITY INVOLVEMENT PROCESS:

No community involvement occurred specifically for this proposed Planning Fee Schedule update. However, the City engaged providers during the SWF update to the City Code, which included language about charging actual costs. The proposed update to the Planning Fee Schedule is consistent with the discussion that occurred at that time and, as such, did not warrant additional outreach.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The proposed fees will allow the City to recover all or most of its costs in implementing land use review of the WCF applications in compliance with FCC regulations.

ALTERNATIVES:

N/A

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 2905
 - A. Wireless Communication Facilities Fee Schedule
2. Revised Planning Fee Schedule

RESOLUTION NO. 2905

A RESOLUTION OF THE CITY OF WILSONVILLE APPROVING AN AMENDMENT TO THE CITY'S FEE SCHEDULE ADDING A WIRELESS COMMUNICATION FACILITIES SECTION TO INCLUDE PLANNING APPLICATION REVIEW FEES, TECHNICAL DESIGN REVIEW FEES, AND AN APPEAL OF DECISION FEE.

WHEREAS, the City of Wilsonville is authorized, under existing State of Oregon ("State") and federal law, to enact appropriate regulations and restrictions relative to wireless communication facilities ("WCF"), consistent with State and federal law; and

WHEREAS, the City wishes to provide a fair and predictable process for the deployment of WCF in a manner that promotes the interests of the public health, safety and welfare, as well as the aesthetic standards of the City; and

WHEREAS, the City recognizes that the Federal Communications Commission ("FCC") periodically adopts Declaratory Rulings interpreting the federal law and creating new federal regulations regarding WCF; and

WHEREAS, based on these Declaratory Rulings the City finds it necessary to establish fees and design standards for the purpose of complying with the FCC's Declaratory Rulings and the aesthetic requirements of the City regarding WCF; and

WHEREAS, the City is entitled to recover its actual costs associated with reviewing applications for WCF, including recovery of costs for outside experts, consultants, and contractors, as deemed necessary; and

WHEREAS, a right-of-way access fee that will be included in a right-of-way lease agreement for any WCF in the public right-of-way will be specific to the WCF as necessary to reimburse the City for its actual costs incurred for maintaining the public right-of-way; and

WHEREAS, on January 7, 2019, the City adopted Resolution No. 2720 adding a Small Cell Wireless Facilities Fee Schedule for small wireless facilities, distributed antenna systems, and other personal wireless telecommunication facility installations in the public right-of-way, consistent with State and federal law, to the Planning Division Fee Schedule; and

WHEREAS, the City finds it necessary to expand the Planning Division Fee Schedule to add a WCF section, include the Small Wireless Facilities Fee Schedule within the WCF section, and add fees for other WCF within and outside of the public right-of-way; and

WHEREAS, the City finds it necessary to amend the Planning Division Fee Schedule to include an Appeal of an Administrative Decision requiring Technical Review or Formal Interpretation; and

WHEREAS, the Planning Application Review Fee, Technical Design Review Fee, and Appeal fee, listed in **Exhibit A**, attached hereto and incorporated herein, represent a reasonable initial deposit by applicants, as an approximation of the City's actual costs for reviewing applications for WCF.

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

Section 1. FINDINGS.

The above-recited findings, including the staff report accompanying this Resolution, are adopted and incorporated by reference herein.

Section 2. DETERMINATION.

- a. Review Fees. The applicant submitting a site development application for a WCF will pay, upon submission of the application to the City, a review fee deposit for both the Planning Application Review and the Technical Design Review, as specified in **Exhibit A**, attached hereto. Upon the City's completion of the application review and issuance of a final decision, the City will total its actual costs, including costs incurred from outside experts, consultants, and/or contractors, as needed, to review the application and will either invoice the applicant or refund the applicant the difference between the City's actual review costs and the deposit amount.
- b. The WCF fees shall be indexed annually consistent with the other fees on the Planning Division Fee Schedule.

Section 2. EFFECTIVE DATE OF RESOLUTION.

This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 21st day of June 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. Wireless Communication Facilities Review Fees

Planning Division Wireless Communication Facilities (WCF) Fee Type

	Planning Application Review Fee	Technical Design Review Fee	Total Application Fee
Class I Administrative Review			
Small Wireless Facility (SWF) Collocation and Freestanding – in Public Right-of-Way (ROW)	\$361 for up to 5 sites or nodes	\$800 per site or node	\$361 (for up to 5 sites/nodes) plus \$800 per site/node
Class II Administrative Review			
WCF in and out of Public ROW (pursuant to Section 6409a)	\$1,567	\$4,000 per site	Per site: \$1,567 plus \$4,000 = \$5,567
Modification to Existing WCF Tower (not eligible for 6409a) or “Substantial” Macro Collocation, Modification or Upgrade	\$1,567	\$4,000 per site	Per site: \$1,567 plus \$4,000 = \$5,567
“Non-substantial” Macro Collocation, Modification or Upgrade	\$1,567	\$1,800 per site	Per site: \$1,567 plus \$1,800 = \$3,367
New Macro WCF Facilities	\$1,567	\$4,000 per site	Per site: \$1,567 plus \$4,000 = \$5,567
Conditional Use Permit			
WCF in Other Locations	\$2,724	\$4,000 per site	Per site: \$2,724 plus \$4,000 = \$6,724

Notes:

1. Planning Application Review Fees are subject to annual increase consistent with annual increase of the Planning Division Fee Schedule.
2. Technical Design Review Fee refunded or billed additional based on actual costs of review, including outside consulting costs.
3. All Technical Design Review Fees are paid for by the applicant through the City’s application and review process and, therefore, there is no out of pocket expense to the City. The City’s review fees are inclusive and fixed project fees with no additional or hidden costs. The Technical Design Review Fee includes an initial review for “technical completeness”, evaluation of the application and/or follow-up review on the same application. There will be no incidental charges associated with the Technical Design Review Fee (i.e. teleconferencing, faxing, emailing, printing and reproduction costs).
4. “Substantial” and “Non-substantial”. “Substantial” Macro facility application may include an increase in WCF tower height in excess of what is allowed under Section 6409 and/or an increase of an existing WCF ground compound. “Non-substantial” Macro application is defined as any change or modification of a WCF that would be by right an eligible facility request according to Section 6409 of the Spectrum Act.

Planning Division Appeals Fee Type:

Planning Director Interpretation or Administrative Decision with Technical Review (e.g. SDC calculation, WCF decision, etc.)	\$2500
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Planning Division Fees Effective February 28, 2021

Fee Type	Fee
Administrative Review	
Class I	\$361
Class II	\$1,567
Annexation	
	\$4,700 + Metro annexation fee
	Single tax lot less than 1 acre: \$150
	One to 5 acre: \$250
	Five to 40 acres: \$300
	More than 40 acres: \$400
Appeals	
Administrative Decision	\$511
Planning Director Interpretation or Administrative Decision with Technical Review (e.g. SDC calculation, WCF decision, etc.)	\$2500
DRB or Planning Commission Action	\$3,731
Referee Decision (expedited land division)	\$1,228
Architectural Review (Villebois)	
Single Family	\$409
Multi-family per Unit	\$102
Change of non-conforming use	
	\$1,088
Comprehensive Plan Amendment	
Legislative text	\$10,224 + \$915 if BM 56 notice is required
Legislative map	\$6,892 + \$915 if BM 56 notice is required
Quasi-judicial map	\$3,354 + \$915 if BM 56 notice is required
Conditional Use Permit	
Accessory Use to SFD in Willamette River Greenway	\$1,841
All others	\$2,724
Erosion Control Inspection Fee	
Base	\$431
Per additional inspection	\$81
Expedited Land Division	
Villebois	Double the regular fee
Under ORS 197	\$1,228 + \$22/lot
Final Plat Review	
Partition	\$1,244
Subdivision	\$2,670
Parks Plan Review Fee	
	\$2,810

Adopted by Resolution 2620.

Note: Each fee component stands alone and may require multiple components

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Planning Division Fees Effective February 28, 2021

Fee Type	Fee
Planned Unit Development	
Stage I	
Any Use	\$2,283
Modified	\$1,281
Villebois SAP Modification	\$1,637
Stage II	
< 2 gross acres	\$8,426
2 to 10 gross acres	\$10,537
> 10 gross acres	\$12,642
Modified	\$3,037
Villebois PDP	Base fee \$2,455; Plus \$307/net acre for all sites > 2 acres; Plus \$22/lot
Preapplication Conference	
Residential < 10 lots/units	\$431
Other Signs only	\$205
All others	\$899
Recorded Matter – Per Document	
Document Fee – Per Legal Document	\$361
Requested transcript of meeting	
	Billed to the applicant at the City's current transcriptionist's rate
Reinspection fee - when applicant fails to pass initial planning inspection	
	Billed at hourly staff rate
Request for special meeting	
Staff	\$307
DRB or Planning Commission	\$2,789
City Council	\$3,074
Request for Time Extension	
Administrative	\$102
DRB Review: First Extension	\$511
DRB Review: Second Extension	\$1,023
DRB Review: Third Extension	\$2,046
Request to Modify Conditions of Approval	
Administrative	\$996
DRB Review	\$2,568
City Council	\$3,640
Review of Bldg Permit Application	
Residential – Deck/Garage/Carport, etc.	\$280
All other Residential	\$345
All other	\$1,018 or 0.0082% of value of bldg, whichever is greater, not to exceed \$15,350

Adopted by Resolution 2620.

Note: Each fee component stands alone and may require multiple components

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Planning Division Fees Effective February 28, 2021

Fee Type	Fee
SROZ Review	
Verification of Boundary	
Abbreviated	\$425
Standard	\$522
SRIR Review	
Abbreviated	\$603
Standard	\$1,712
Review Mitigation Monitoring Report	
	\$511
Signs Permits and Review (Except Temporary Signs)	
Class I Sign Permit	\$205
Minor Adjustment as Part of Class I Sign Permit	\$102
Class II Sign Permit	\$581
Class III Sign Permit	\$861
Master Sign Plan	\$1,443
Site Design Review	
	Base fee \$2,283; Plus \$1,631 per occupied building subject to review Plus \$1,631 per 5 acres, or portion thereof, of net site area (excludes single-family lots)
Staff interpretation (written)	
Without public notice (including zone compliance letter)	\$275
With public notice	1,788
Street Vacation	
	\$4,286

Adopted by Resolution 2620.

Note: Each fee component stands alone and may require multiple components

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Planning Division Fees Effective February 28, 2021

Fee Type	Fee
Temporary Use and Sign Permits	
Class I < 15 days	\$70
Class I 15 - 30 days	\$97
Class I Annual Event Signs	\$48
Class II 31-60 days	\$441
Class II 61-120 days (signs only)	\$592
Class II 61-120 days (other temporary uses, may incorporate concurrent sign request)	\$662
DRB Review more than 120 days (non-sign temporary uses only)	\$1,895
Tentative Plat Review	
Partition	
Administrative Review	\$1,088
DRB Review	\$2,283
Subdivision	
	Base fee \$3,284 Plus \$38/lot
Tree Permit	
Type A Permit	
3 or fewer trees	\$22
Type B or C Permit	
3 or fewer trees	\$108
4 - 10 trees	\$151 + \$11/tree to be removed
11 - 25 trees	\$312 + \$11/tree to be removed
26 or more trees	\$334 + \$11/tree to be removed
Type D Permit	
	\$808
DRB Review of Type C Tree Removal Plan	
	\$167
Urban Reserve Concept Plan – Initiated by Owners	
0 to 50 acres	Base fee \$2,692 Plus \$162/hour for Staff Review/Report/Research Time, Not to exceed \$12,922
51 to 250 acres	Base fee \$5,384 Plus \$162/hour for Staff Review/Report/Research Time, Not to exceed \$23,727
251+ acres	Base fee \$8,076 Plus \$162/hour for Staff Review/Report/Research Time

Adopted by Resolution 2620.

Note: Each fee component stands alone and may require multiple components

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Planning Division Fees Effective February 28, 2021

Fee Type	Fee
Variance	
Administrative	\$716
DRB Review	\$3,252
Waiver	
per waiver	\$592
Wireless Communication Facilities (see Resolutions 2720 and 2905)	
<u>Deposit when submitting application:</u>	
Small Wireless Facility in Public ROW (See Resolution 2720)	-Planning Review Fee for up to 5 sites/nodes (same as Class I Review) \$361 -Plus Technical Review Fee of \$800 x number of sites/nodes
WCF in and out of Public ROW (pursuant to Section 6409a)	-Planning Review Fee per site/node (same as Class II Review) \$1,567 -Plus Technical Review Fee of \$4,000 per site/node
Modification to Existing WCF Tower (not eligible for Section 6409a) or "Substantial" Macro Collocation, Modification or Upgrade ("Substantial" is an increase in WCF tower height in excess of what is allowed under Section 6409 and/or an increase of an existing WCF ground compound.)	-Planning Review Fee per site/node (same as Class II Review) \$1,567 -Plus Technical Review Fee of \$4,000 per site/node
"Non-substantial" Macro Collocation, Modification or Upgrade ("Non-substantial" is any change or modification of a WCF that would be by right an eligible facility request according to Section 6409 of the Spectrum Act.)	-Planning Review Fee per site/node (same as Class II Review) \$1,567 -Plus Technical Review Fee of \$1,800 per site/node
New Macro WCF Facilities	-Planning Review Fee per site/node (same as Class II Review) \$1,567 -Plus Technical Review Fee of \$4,000 per site/node
WCF in Other Locations	-Planning Review Fee per site/node (same as Conditional Use Permit Review) \$2,724 -Plus Technical Review Fee of \$4,000 per site/node
<u>Final Cost:</u> Actual costs incurred by the City to review, including outside consulting costs. Applicants will be refunded any over payment and invoiced any under payment	
Villebois Expedited Review	
	Double applicable fee
Villebois FDP	
	\$1,637
Zone Change	
Legislative text	\$10,224 + \$915 if BM 56 notice is required
Legislative Map	\$6,892 + \$915 if BM 56 notice is required
Quasi-judicial Map	\$3,354
Zoning Verification Letter	
	\$323

Adopted by Resolution 2620.

Note: Each fee component stands alone and may require multiple components

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**CITY COUNCIL MEETING
STAFF REPORT**

<p>Meeting Date: June 21, 2021</p>	<p>Subject: Resolution No. 2906 Collective Bargaining Agreement between the City of Wilsonville and Service Employees International Union Local 503, OPEU (SEIU) July 1, 2021-June 30, 2024</p> <p>Staff Member: Jeanna Troha, Assistant City Manager and Andrea Villagrana, Human Resources Manager</p> <p>Department: Human Resources</p>	
<p>Action Required</p> <p><input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1st Reading Date: <input type="checkbox"/> Ordinance 2nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda</p>	<p>Advisory Board/Commission Recommendation</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 Resolution No. 2906.</p>		
<p>Recommended Language for Motion: I move to approve Resolution No. 2906.</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:

Oregon Statute requires the governing body approve Collective Bargaining Agreements between the Employer and labor unions. The issue before the City Council is consideration of the proposed Collective Bargaining Agreement between the City of Wilsonville and SEIU Local 503, OPEU for July 1, 2021 through June 30, 2024.

EXECUTIVE SUMMARY:

The current SEIU Collective Bargaining Agreement expires June 30, 2021. The parties initiated bargaining in January and met regularly via Zoom over the next several months before reaching a tentative agreement for a successor contract in June.

The full tentative agreement is attached, including a Memorandum of Understanding to begin a pilot program for variable schedule shifts.

Compensation changes include:

- A 3% cost of living adjustment effective July 1, 2021, a 2% cost of living adjustment effective July 1, 2022, and a 1.75% cost of living adjustment effective July 1, 2023.
- Revised method of calculating part-time employee benefit cost share, providing both the employee and the City consistent calculations for budgeting purposes.

EXPECTED RESULTS:

N/A

TIMELINE:

N/A

CURRENT YEAR BUDGET IMPACTS:

Funds were not budgeted in personnel services in the FY 2021-2022 Budget, but held in contingency because negotiations were underway during the budget process and economic impacts were unknown. With negotiation complete, the finance department will prepare a budget adjustment to be approved by the City Council.

FINANCIAL REVIEW / COMMENT:

Reviewed by: KAK Date: 6/21/2021

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 6/21/2021

Legal was not involved in the negotiation of this contract and only received this information today so we cannot comment. HR staff was represented by outside legal counsel.

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

N/A

ALTERNATIVES:

N/A

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 2906
 - A. Collective Bargaining Agreement between the City of Wilsonville and SEIU Local 503, OPEU
 - B. Memorandum of Understanding Variable Work Schedule.

RESOLUTION NO. 2906

A RESOLUTION ADOPTING COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF WILSONVILLE AND SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 503 (SEIU).

WHEREAS, the City of Wilsonville and SEIU Local 503, OPEU have negotiated a one year Collective Bargaining Agreement effective July 1, 2021 through June 30, 2024.

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

1. The City Manager is authorized on behalf of the City to execute the negotiated and ratified the Collective Bargaining Agreement with SEIU Local 503, OPEU attached here as Exhibit A as if fully set forth herein.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 21st day of June, 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. Collective Bargaining Agreement between the City of Wilsonville and SEIU Local 503, OPEU
- B. Memorandum of Understanding Variable Work Schedule.



Collective Bargaining Agreement

**Between
City of Wilsonville
and
SEIU Local 503, OPEU**

Effective July 1, 202~~1~~⁰ through June 30, 202~~4~~⁺

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PREAMBLE

This Agreement is entered into between the City of Wilsonville, hereinafter referred to as the "City", and the Service Employees International Union Local 503, Oregon Public Employees Union, hereinafter referred to as the "Union".

ARTICLE 1 – RECOGNITION

1.1 Union Recognition. The City recognizes the Union as the sole and exclusive collective bargaining representative of all employees covered by this collective bargaining agreement.

1.2 Covered Employees.

Transit Unit. Transit employees as defined in ORS 243.738, Transit Drivers, Mechanics, Transit Dispatchers, and Fleet Hostlers of the City of Wilsonville, excluding supervisory and confidential employees as defined by ORS 243.650(6) and (23), interns and/or students. This unit shall be subject to the collective bargaining dispute resolution process accorded to non-strikeable units according to Oregon law.

Fleet is considered a division of the Transit Department.

1.3 Employee Descriptions.

Regular Full-Time employees shall be defined as employees who are regularly scheduled to work forty (40) hours a week, and are part of the bargaining unit.

Regular Part-Time employees shall be defined as employees who are regularly scheduled to work twenty (20) or more hours per week. Employees working less than twenty 20 hours per week are not part of the bargaining unit.

Extra Board transit drivers on the extra board will be guaranteed twenty-five (25) hours pay per week. To receive the guarantee, employees must be available for assignment and accept said assignment unless they call in sick in the morning and have available sick leave time in their accrual bank. In this event, the employee will receive compensation for all hours worked plus the requested sick leave hours for a total of at least twenty-five (25) hours for the week. Hours worked beyond the twenty-five (25) hours are paid at the applicable straight time rate. These employees are considered regular part-time employees who do not have regularly scheduled work hours, and are part of the bargaining unit.

On Call Transit Driver: Transit drivers who work intermittently are not part of the bargaining unit.

Seasonal or Temporary employees shall be defined as employees who are hired to work for

1040 hours or less during a calendar year and are part of the bargaining unit. Seasonal or temporary employees are not eligible for any employee benefits or accrual of employee benefits, including but not limited to holidays, insurance, retirement, or paid leaves. Notwithstanding the above, a seasonal or temporary employee who is required to work on a recognized holiday will be compensated time and one-half for all hours worked on the holiday.

The calculation of the allowable 1040 hours shall begin when the employee is first hired. For example, if an employee is hired March 1, 2010 and works 1040 hours by September 1, 2010, he/she will not be eligible for rehire as a seasonal or temporary until January 1, 2011.

The parties understand that if a seasonal or temporary employee works in excess of 1040 hours, the employee shall then be considered a regular status employee but would still be subject to the regular probationary period.

1.4 New Classifications. Whenever the City develops a new classification, they shall develop a job description for the position and assign a wage rate. Once this procedure is completed, the City shall notify the Union in writing. In the event the Union does not agree with the assigned wage rate, the Union shall notify the City within fourteen (14) days and the parties shall negotiate over the wage rate under ORS 243.698. The City shall not be precluded from filling the position during negotiations.

ARTICLE 2 – NON-DISCRIMINATION

There shall be no discrimination by the City against any employee because of age, race, marital status, mental or physical disability, national origin, sex, religion, or any other protected class, in accordance with applicable law. Neither will the Employer discriminate based on gender identity or sexual orientation. The provisions of this Agreement shall be applied without discrimination to all employees.

ARTICLE 3 – MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement, all charter, statutory and other managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, by way of description and not limitation, the rights, in accordance with its sole and exclusive judgment and discretion: to direct and supervise all operations and functions; to manage and direct the work force, including, by way of description and not limitation, the right to determine the methods, processes, locations and manner of performing work; to hire, promote, and retain employees; to determine schedules of work; to purchase, dispose of and assign equipment and supplies; to determine the need for a reduction or an increase in the work force; to establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials and equipment; to implement new and to revise or discard, wholly or in part, methods, procedures, materials, equipment, facilities and standards, and to sub-contract or contract projects or works it deems appropriate. Utilization of any management

[Tentative Agreement](#)

rights not specifically limited by this Agreement shall be at the City's discretion, provided any bargaining obligation arising from ORS 243.650-672 and the Status of Agreement article (Article 23) contained herein is satisfied. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 4 – UNION SECURITY

4.1 Check-off. The City agrees to deduct the uniformly required Union membership dues and other authorized fees, contributions or assessments from an employee's pay, upon written, electronic, or recorded oral ~~request-authorization~~ of the employee to the Union, and remit those deductions to the Union. All applications or cancellations of membership shall be submitted by the employee to the Union. Any written applications for Union membership and/or authorizations for union dues and/or other deductions or dues cancellations which the City receives shall be promptly forwarded to the Union. The Union will maintain the written, electronic, and recorded oral authorization records and will provide copies to the employer upon request.

~~Any written, electronic, or recorded oral dues deduction authorizations submitted that contain the following provision will cease only upon compliance by the employee with the stated conditions as follows:~~

~~This authorization is irrevocable for a period of one year from the date of execution and from year to year thereafter unless not less than thirty (30) and not more than forty five (45) days prior to the end of the annual period or the termination of the contract between my employer and the Union, whichever occurs first, I notify the Union and my employer in writing, with my valid signature, of my desire to revoke this authorization.~~

4.2 Electronic Membership Data. The City will furnish the Union, on a monthly basis, using an electronic medium, the following information for each bargaining unit employee: name; employee identification number; home address; home phone number; work email; work phone number; cell phone number; member status; amount of dues withheld; classification; work location; base pay rate; hire date; and full-time/part-time status, if the City has this information in its records.

4.3 Notice of New Hires. Within ten (10) days of the date of hire within the bargaining unit, the City shall provide the information listed in 4.2, if the City has the information in its records.

4.4 Indemnification. The Union agrees to indemnify and hold harmless the City, its Council members, agents, as provided under law.

ARTICLE 5 – UNION BUSINESS

[Tentative Agreement](#)

5.1 Representatives. The Union will notify the City, in writing, of the names of its representatives within thirty (30) days of any changes.

5.2 Access. Representatives of the Union shall have reasonable access to the City's facilities to visit employees when necessary during working hours. Notice of such visits to non-public areas shall be given to the department head and the visits shall be conducted in a way that minimizes any work disruption.

A Union steward shall be granted reasonable time off without loss of pay and access to employee work locations during working hours to investigate and process grievances through the arbitration step and as otherwise required by ORS 243.798.

5.3 Union Leave. Subject to reasonable operational requirements of the City, official Union delegates and members of the Union Board of Directors shall be allowed to use accumulated leave time (other than sick leave) or leave of absence without pay at their request to attend the Union's biennial General Council.

The City shall reasonably grant unpaid release time, defined as a leave of absence from the employee's regular public employment to conduct labor organization business, as required by ORS 243.802. Requests for and approval of release time shall be governed by Article 17.

5.4 Bulletin Board. Bulletin board space in each building of the City shall be provided to the Union for the posting of meeting notices and other information directly related to the union affairs of the employees covered by this contract.

5.5 Collective Bargaining Activities. The City will allow up to three (3) employees off, without loss of pay, for the purpose of collective bargaining. Two (2) employees from operations and one (1) employee from Fleet.

5.6 Use of the City Email. The parties recognize that the City email system, and all portions thereof, is at all times the sole property of the City. This resource is provided or assigned to employees to facilitate the orderly and efficient conduct of the public's business. In general, all such communications are subject to disclosure. The City will not assert any exceptions or exemptions from disclosure as to public records that happen to contain messages relating to Union activity by City employees. The parties recognize that the City may review all City emails in the City system at any time.

Employees elected/appointed to official positions and/or representatives may use the City's email system to conduct Union business, defined as:

- 1) Collective bargaining, including the administration of collective bargaining agreements;
- 2) The investigation of grievances or other disputes relating to employment relations; and
- 3) Matters involving the governance or business of the labor organization, which includes:

- A. Notifying Union members of meetings and scheduling meetings (date, time, place, and agenda);
- B. Scheduling meetings among Union officers and/or representatives (date, time, place, and agenda); and
- C. Filing official correspondence with the City (e.g., grievance documents).

Such email communications may only be prepared and sent during non-work time, which is limited to before and after work, and during meal and rest periods.

Misuse of the City email system will be subject to the disciplinary process.

5.7 New Employee Presentation. A Union representative shall have the right to meet with new employees within thirty (30) days of their date of hire for a minimum of thirty (30) minutes and maximum of one hundred and twenty (120) minutes without loss of pay for either the Union Representative or the new employee. A Union representative shall have the right to conduct the meetings at a City facility. The representative shall work with the City to choose the meeting time and place, so that the meetings do not interfere with the City's operations.

ARTICLE 6 – HOURS OF WORK

6.1 Workweek. Except as provided in Section 6.3, the workweek shall begin on Sunday at 12:01 A.M. and end at midnight the following Saturday.

6.2 Transit Driver Work Hour Limitations No employee shall be required or allowed to drive without a minimum of eight (8) consecutive hours off duty between shifts.

6.3 ~~Regular~~ Work Schedule.

The regular schedule for regular full-time employees shall consist of five (5) consecutive eight (8) hour days in a workweek with two (2) consecutive days off between regular work weeks.

Based on specific bona fide operational needs, the City may assign a work schedule that has a break in consecutive hours or days. If an assignment to a non-consecutive work schedule becomes necessary, the affected employee(s) shall meet with their supervisor and may suggest alternatives. Once the work schedule change is made, employees will be given an opportunity to bid for the schedule based on their seniority. The parties have adopted this provision for the purpose of encouraging full-time employment while accommodating the operational needs of the City. However, this Section is not intended to create any obligation of the City to guarantee any level of work hours or days.

6.4 Flexible Work Schedule. A flexible work schedule is a schedule which varies from an eight (8) hour work day and/or varies in consecutive days worked. An employee may apply in writing for authorization to work a flexible work schedule, for example, four/ten (4/10) hour days.

As long as the schedule meets the operational and service needs of the City, no employee will be denied a flexible work schedule. Flexible work schedules may be modified, revised, and/or eliminated consistent with Section 6.4 below.

In the event the City grants a flexible work schedule, the City reserves the right to modify the workweek.

6.5 Work Schedules. Regular employees shall be notified of their work schedule, including the employee's workdays and hours.

6.6 Schedule Changes. Work schedule changes shall be provided to the employee ten (10) work days in advance. If a ten (10) day notice is not given, the employee shall be compensated at the overtime rate for all hours worked outside the regular schedule until the notice requirement is met. Notwithstanding the above, the ten (10) day notice is not required in the following circumstances:

- A. In the case of an emergency and for the duration thereof;
- B. Mutual agreement between the City and the employee; or
- C. Additional or substituted hours assigned to part-time employees.

An emergency shall be defined as a situation beyond the City's control that requires a schedule change to meet operational needs, e.g., impact of inclement weather, natural disasters, illness or injury, safety risks, and/or risk of property damage. Emergency work schedule changes will be discussed with the Union upon request, but such discussions are not a precondition to implementing the changes.

Employees may exchange days, shifts, or hours of work with supervisor approval provided such change does not result in the payment of overtime or presents a disruption to the normal routine of duties. Such exchanges shall not be considered as schedule changes necessitating the ten (10) day notice.

6.6 Rest and Meal Periods. All employees working more than six (6) consecutive hours in any workday shall receive at least a one-half (1/2) hour unpaid lunch break and a fifteen (15) minute paid break during each four (4) consecutive hour work period. Part-time employees working at least four (4) hours in a workday shall receive a ten (10) minute paid break period.

All **full-time transit drivers** will be entitled to either one (1) fifteen (15) minute paid break or two (2) ten (10) minute paid breaks each half shift depending on operational necessity.

Modification of State Law. The provisions of this Section regarding appropriate meal periods and rest periods are intended to modify state law concerning meal periods and rest periods as allowed under OAR 839-020-0050.

6.7 Work Hours Generally. The purpose of this Article is to provide general guidelines for work hours and schedule changes.

ARTICLE 7 - OVERTIME

7.1 Waiver. The City and the Union agree to waive application of ORS 653.268 and shall utilize the following provisions in determining compensation for overtime.

7.2 Definition. Except for those employees working a flexible schedule identified in Article 6, Hours of Work, above, overtime shall be compensated for time worked in excess of eight (8) hours in any one day or forty (40) hours per workweek at a rate of one and one-half (1-½) times the employee's regular rate of pay. For the purposes of calculating overtime, paid leaves do not count as hours worked.

For those employees working a flexible schedule, overtime shall be compensated for time worked in excess of the daily scheduled shift or forty (40) hours per workweek (which may be modified pursuant to Section 6.3, Flexible Work Schedules, above).

Overtime shall be computed to the nearest fifteen (15) minutes, either way. Personal clean-up time shall count for purposes of overtime compensation.

7.3 Assignment. Overtime work must be authorized by management. An employee may be directed and assigned by the City to work in addition to the employee's regular work schedule. However, the City shall first assign overtime to qualified bargaining unit volunteers when available. The City shall equally offer overtime assignments among those bargaining unit employees in the department who volunteer for the time and are qualified to perform the necessary work. Overtime work normally performed by bargaining unit members shall not be assigned to non-bargaining unit employees when qualified bargaining unit members are available.

Extra Board drivers are hired for the purpose of minimizing overtime liability. The above paragraph will not apply when extra drivers are available or to holdover assignments.

7.4 Form of Compensation. The employee may receive payment as compensation for overtime or shall be compensated with time off at one and one-half (1-½) times the regular rate. Compensatory time shall not accrue beyond forty (40) hours. Compensatory time off shall be taken by mutual consent and as approved by the direct supervisor consistent with the needs of the City. This Section shall not preclude the parties from mutually agreeing to temporarily exceed the 40-hour cap for an employee due to special circumstances up to two-hundred forty (240) hours.

7.5 Pyramiding. There shall be no pyramiding of overtime. Time for which overtime or premium compensation may be paid under any provision of this Agreement shall not be counted as time worked for the purpose of computing overtime or premium compensation under any other provision, or any applicable rule or regulation, it being intended and agreed that overtime or premium compensation shall not be duplicated or pyramided for the same time worked or credited.

7.6 Payment Upon Termination. Upon termination of employment, an employee shall be paid for unused compensatory time at the employee's final regular rate of pay.

7.7 Callback. Fleet employees called back to work outside of their regular work hours shall be compensated with a minimum three (3) hours of overtime. The calculation of overtime starts when the Fleet employee arrives at work and ends when the work is completed. This callback shall not apply if a Fleet employee is called back within three (3) hours of the beginning of his/her callback shift. Callback will apply on a Fleet employee's regular day off if overtime is not scheduled in a single block of time. As provided above in Section 7.5, Pyramiding, the City will not be required to compensate a Fleet employee twice for the same hours. Specifically, a Fleet employee called back more than once in a three (3) hour period shall only receive compensation for one callback. For example, one callback shall apply if a Fleet employee is called back two (2) or more times between 8:00 pm and 11:00 pm. However, if the last callback takes the Fleet employee beyond 11:00 pm, the hours that go beyond shall be compensated at the normal overtime rate. Operations employees, excluding Extra Board drivers, who are called back to work outside of their regular work hours shall receive compensation for a minimum of three (3) hours. Overtime shall be compensated for time worked in excess of eight (8) hours in any one day according to Section 7.2.

7.8 Pager Time. "Pager time" is defined as the period of time a Fleet employee is required to be ready and available for work outside of his/her regular work hours. During the pager time, the Fleet employee shall be required to respond to work calls and shall be required to comply with the City's Drug-Free Workplace & Anti-Drug and Alcohol policy. During the pager time, employees generally will be required to report to work within forty-five (45) minutes of the pager call. Fleet employees unable to report to work within forty-five (45) minutes, due to circumstances beyond their control, must communicate with their direct supervisor immediately; if the direct supervisor is unavailable, the Fleet employee must communicate with a Transit Supervisor. The City will maintain its voluntary system for standby. However, if there are no volunteers, management will be responsible to carry the pager if available. However, if management is unavailable, the City may require employees to be on standby on a rotational basis.

Fleet employees assigned to carry the pager will be compensated one and one-half (1.5) hours of straight time for each twelve (12) hour period assigned. If Fleet employees carry the pager on a holiday as defined in Article 13.1, they will be compensated an additional four (4) hours of straight time.

Fleet employees may trade pager assignments with another qualified Fleet employee. The Fleet employee initiating the trade must immediately notify the Fleet manager of the trade.

No overtime shall be paid unless the employee is required to return to work.

ARTICLE 8 – SPECIAL ALLOWANCES

8.1 Use of Personal Vehicle. Whenever an employee is authorized to use a personal vehicle in the performance of official City duties, the employee shall be compensated at the rate established by the IRS as the maximum allowable rate for business travel. All mileage compensated shall be as a result of authorized personal vehicle use. "Authorized" means approved by the employee's Department Head or the City Manager/designee.

The City will verify and announce the allowable IRS rate as of January 1 of each year.

Employees who are required to use a personal vehicle for City use must provide proof of insurance as required by state statute when requested by the City.

8.2 Licenses. The City shall pay the fees associated with obtaining and maintaining a SMV/CDL license when required by the City to perform the duties of an employee's job, excluding the regular driver's license.

The City will continue to maintain required certificates, licenses, and memberships at no cost to employees. In the case of a required CDL, the City will pay the associated administrative fees and the basic DOT examination for obtaining and maintaining the license for any cost above that of maintaining a regular driver's license. The City will offer opportunities for desired certificates, licenses, and memberships on an available funds basis. Whenever an employee can obtain or retain a higher certification that is pertinent to their job, the City will maintain that higher level of certification so long as there is no additional cost to the City and certification of the same nature at a lower level is a requirement of his/her job.

Funds permitting, employees who have current job-related certifications, licenses, or memberships will receive first priority for maintaining these and then employees interested in obtaining job-related certifications, licenses or memberships will be allowed to receive opportunity for licenses, memberships or certifications based on a rotational system beginning with the most senior of those who volunteer.

8.3 Safety Equipment. The City shall provide required safety equipment as defined below and/or deemed necessary by OSHA and the City will replace this equipment as necessitated by wear and tear on the job.

Hard hats, ANSI-approved safety-toed boots (up to \$150.00 for boots) (or an amount determined by the supervisor), gloves (rubber and regular), safety vests (safety and surveyor's), rubber boots, rain gear, safety glasses, hearing protection, masks and respirators.

8.4 Clothing. The City will provide clothing and reimbursements to regular full-time employees and regular part-time transit employees as provided below:

Insulated coveralls as needed.

Standard coveralls as needed.

Shirts - Transit (3), Fleet (5) annually on October 1, or as determined by the supervisor.

Uniform Pants – Transit (3) annually.

Jeans - Fleet, not to exceed \$180 per fiscal year. This benefit is taxable to the employee and will be dispersed in monthly payments.

Jackets - 1 jacket each for: Transit, as needed.
1 Spring and 1 Winter jacket for: Fleet, as needed.

Clothing and laundry service will be provided as follows:

Fleet - Standard coveralls

Where no monetary allowance is provided, employees will be required to turn in clothing and equipment in order to receive new clothes and equipment on an as needed basis.

8.5 Physical Examination. When an employee is required by the City to undergo a physical exam for licensing or certifications, such as DOT and/or FTA examinations, the City shall bear the expense for the basic examination. Employees shall be required to see the City's choice in physicians. The City shall provide three (3) different choices in physicians one of which will be female and one of which will be male. Employees receiving notice of loss of CDL or medical card must report such to the supervisor immediately.

The City shall not use these exams as fitness-for-duty exams.

8.6 Tool Allowance. The tool allowance for Mechanics has been incorporated into the salary schedule.

ARTICLE 9 – PROBATIONARY PERIOD

9.1 Original Appointments. All original appointments, including temporary appointments, shall be tentative and subject to a probationary period of not more than six (6) consecutive months from the date of initial employment. In the event the probationary period is interrupted, it may be extended by the period of the interruption.

In cases where the responsibilities of a position are such that a longer period is necessary to demonstrate an employee's qualifications, the probationary period may be extended in the sole discretion of the City; however, no probationary period shall be extended beyond nine (9) months. The employee and the Union shall be notified in writing of any extension and the reasons therefor. Upon the employee's request, a meeting will be scheduled where the employee will be able to discuss the extension with their supervisor. If the employee is not notified of the intent to extend probation within the first six (6) months, probation will be considered completed thereafter.

If an employee's probationary period is being extended for the purposes of obtaining a certification or license, the probationary period will end upon the employee achieving the necessary certification or license.

During the initial probationary period (including any extension thereof, but not after a promotion), the employee shall not be eligible for vacation benefits, but shall earn vacation credit to be taken at a later date. Upon request, the City may allow an employee to use earned vacation hours during probationary periods.

During the initial probationary period, the employee shall accrue and be eligible to use sick leave.

Probationary employees may be terminated or disciplined for any reason, and such action shall not constitute a violation of this contract, nor be subject to the grievance procedure.

Upon completion of the probationary period, the employee shall be considered as having satisfactorily demonstrated qualifications for the position, and shall gain regular status.

9.2 Promotional. Current non-probationary employees who are successful in their bid for a promotion within the bargaining unit, will serve a six (6) month probationary period for the sole purpose of determining whether the employee can perform the duties of the higher level job. If the employee is unable to perform the higher level duties, he/she shall be entitled to return to his/her former job with all seniority and benefits.

In the event the promotional opportunity is outside of the bargaining unit, the employee will have a right to return to the bargaining unit if their failure to make probation within six (6) months is for anything other than disciplinary reasons. Time spent outside the bargaining unit will not accrue toward bargaining unit seniority.

ARTICLE 10 – GENERAL PROVISIONS

10.1 Seniority. The City shall provide the Union with a seniority list annually. There shall be the following two types of seniority: City and Division. For the purposes of this Agreement, Divisions are Operations and Fleet.

“City Seniority” is the length of continuous employment with the City in a regular status position.

“Division Seniority” is the length of continuous employment in a division of the Transit Department, and begins on the employee's first working day within the bargaining unit and the Division.

City seniority will be used for determining vacation accrual.

Division seniority will be used for run bidding in Operations. Division seniority will also be used for vacation bidding in Operations and may be used for vacation bidding in Fleet.

Shift Bidding in Operations will be done according to the bidding process in SMART's Bidding Policy.

When there is a non-temporary vacant shift in Fleet, current Fleet employees in the classification of the vacancy will have the opportunity to select the vacant shift based on Division seniority by classification. This paragraph does not apply to temporary shift assignments.

Seniority for Operations employees within the bargaining unit on the date of ratification of the agreement, who have the same hire date, shall be determined by their hours worked within the Division. Seniority for employees who begin working in a Division after ratification of the agreement, who have the same hire date, shall be determined by the flip of a coin.

If an employee has a break in service for a voluntary reason and returns to employment within twelve (12) months of the break in service, all previous seniority and rates of vacation accrual shall be restored.

Seniority shall be terminated if an employee:

- a) Resigns for voluntary reasons and does not return within twelve (12) months.
- b) Is discharged or resigns in lieu of disciplinary action.
- c) Is laid off and fails to respond to written notice provided in Article 11, Reduction in Force.
- d) Is laid off work for a period of time greater than two (2) years.
- e) Is retired.

Seniority shall not be affected by an employee's parental leave of absence without pay.

10.2 Outside Employment. Notice of outside employment while an employee of the City shall be given to the City Manager or his/her designee. The City reserves the right to require termination of that employment when it:

- a) Proves incompatible with the employee's City work schedule;
- b) Detracts from the efficiency of the employee in his/her City work; or
- c) Results in a conflict of interest.

10.3 Contracting Out. If contracting work out results in the layoff or demotion of current bargaining unit employees, the City shall notify the Local Union President/designee no less than seventy days (70) prior to the issuance of any request for proposals or consideration of proposals to contract out work presently and regularly performed by bargaining unit employees. Such notification shall include a detailed analysis of the likely impact on the bargaining unit, and shall also outline the supporting reasons the City deemed pertinent to its decision. If there were financial reasons underlying the decision, the supporting reasons will include economic rationale. During the seventy (70) day period, the Union shall have the opportunity to submit an alternate proposal.

The Union shall have forty-five (45) days from the receipt of such notice to request bargaining over the impact on the employee of the proposed contracting out on bargaining unit employees. Upon such timely request, the City shall meet with the Union and enter into bargaining pursuant to ORS 243.698. Parties retain arbitration rights as under ORS 243.698(4) only over the impacts of the contracting out decision.

For the purpose of this Article, effects bargaining shall only be required if the decision to contract out work will create a layoff or demotion of current bargaining unit employees. In the event of a bona fide emergency, notice may be less than seventy (70) days.

10.4 Health and Safety. The City policy shall be applicable for all employees. The bargaining unit shall be allowed to select their own members for the committee and representatives shall come from different work areas. There will be an equal number of management and bargaining unit employees on the team.

Reference to discipline in the policy may only be applied in accordance with the standard set forth in this Agreement.

10.5 Job Vacancies. Except for reclassifications, the City agrees to post all newly-created positions, promotional opportunities, and/or job openings within the bargaining unit on departmental bulletin boards for five (5) workdays prior to any other recruitment process occurring (unless otherwise mutually agreed by the City and Local President/designee), except that temporary positions may be filled without such notice if deemed necessary by the City. If the duties of the newly created job are currently being performed by a bargaining unit member, the job will be posted internally only. A copy of all postings will be delivered to the Local President/designee at time of posting.

Current employees will be given first opportunity to apply for promotional opportunities in the bargaining unit. In this instance, employees will be notified of the opportunity by a posting of the job announcement on departmental bulletin boards for at least five (5) workdays prior to the City's decision whether or not to open the recruitment to outside applicants. In the event the City decides to open the recruitment to outside applicants, the City will notify each internal applicant of the reason(s) for the decision. Regardless of whether or not the City requests outside applicants, all qualified employees will be given an opportunity to interview and full consideration for the position should they participate in an interview. Applicants that are not selected for promotion will be given an opportunity to discuss how they can become a stronger candidate and the reasons for the decision.

10.6 Labor/Management Meetings. The parties will meet regularly to discuss labor- management issues regarding the administration of this Agreement or other issues of concern. Up to three (3) employees may attend these meetings without loss of pay - up to two (2) employees from operations and one (1) employee from Fleet.

10.7 New Contract Update. The City and Union will jointly develop and provide to all employees a new contract summary update of changes within sixty (60) days of implementation of the contract.

10.8 New Written Policies and Procedures. Whenever a new written procedure or policy is developed or a change is made to an existing written procedure or policy, the City will provide a copy to the Union President, or designee, for review fourteen (14) calendar days prior to implementation. In the event the change is determined to be a mandatory subject of bargaining and the Union makes a demand to bargain within this time, the City shall enter into bargaining pursuant to ORS 243.698. In addition, all employees in the affected division will be provided a copy of the policy or procedure prior to implementation. In the event the change is based on urgent circumstances, the City may implement upon notice to the Union. The PECBA process otherwise applies.

Transit employees and the Local Union President, or designee, will be provided a copy of all current policies and procedures annually.

10.9 Position Description. Employees will be provided a copy of their position description at the time of hire. A copy of the position description, containing signatures of both the employee and supervisor, will be placed in the employee's personnel file. Each employee's position description will be reviewed annually during their annual review. If the review results in a modification of the position description, or if a change is made to the position description between annual reviews, the employee will be given an updated copy containing signatures of both the employee and supervisor. A signed updated copy shall also be placed in the employee's personnel file.

Whenever the City desires to change a job description, it shall provide a copy of proposed changes to the Union fourteen (14) business days prior to the proposed implementation date.

10.10 Transfer of Bargaining Unit Work. Nothing prohibits the City from assigning non-bargaining unit employees, including but not limited to employees, supervisors, and managers, work presently and regularly performed by bargaining unit employees in cases of emergencies as determined by the City, absences, relief, training employees, or other incidental amounts of bargaining unit work.

ARTICLE 11 – REDUCTION IN FORCE

11.1 Layoff. If there are changes of duties in the organization, lack of work, or lack of funds, the City Manager may lay off employees.

All temporary and seasonal positions shall be laid off prior to the layoff of any regular status bargaining unit employees, so long as the temporary work falls within the usual and customary duties of the bargaining unit employee.

An employee shall be given notice of a layoff with as much notice as reasonably possible, but no less than fourteen (14) calendar days before the effective date. Notice of the layoff will be given to the Local Union President, or designee, and to the employee.

Employees shall be laid off in a division in the inverse order of their bargaining unit seniority within the job description affected by the layoff. The City Manager shall first make every reasonable effort to integrate those employees into another position by transfer or consider alternatives to layoff by the Union.

Within individual division, a bargaining unit employee scheduled for layoff may bump the least senior employee at the same or lower salary range occupying a position the employee previously held in the employee's present department. An employee wishing to bump must exercise his or her right within five (5) calendar days from the date he or she receives his or her layoff notice. To bump to the position, the employee must have completed probation in the position they are bumping to. A bump will only be allowed if the employee is still able to perform the essential functions of the job and has all the qualifications presented in the job description. In the event an employee does not currently have the relevant certification/license, the employee is still eligible to exercise this bumping right provided the pertinent certification/license is and can be obtained within six (6) months.

An employee who bumps another employee must complete probation in the position. Failure to make probation within six (6) months will result in the employee's termination.

In an effort to minimize the disruption to the workforce, an employee that is bumped will not have a right to bump and will be laid off.

When layoffs occur in a part-time position, part-time seniority cannot be applied to the same full-time position in the department. This means a part-time employee cannot bump a full-time employee under any circumstances.

11.2 Recall. Employees who were laid off shall be recalled to the position they were laid off from, if it still exists, by inverse order of their layoff, and shall remain eligible for recall for two (2) years.

11.3 Notice. It shall be the responsibility of the employees laid off to keep the City informed of the address at which they may be reached and re-employment shall be offered in person or by certified mail addressed to the last address furnished by the employee. When an offer of re-employment has been made, the laid off employee shall advise the City of acceptance within five (5) calendar days and shall report for duty within ten (10) days of the receipt of the notification by the City. Any employee who fails to accept re-employment at his/her previous position when offered by the City in accordance with provisions of this Article, shall be deemed to have forfeited all rights hereunder.

ARTICLE 12 – COMPENSATION

12.1 Wages.

~~Effective July 1, 2020, each employee base wage will be increased by one point five percent (1.5%).~~

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Effective July 1, 2021 or upon ratification whichever occurs later, each employee base wage will be increased by three percent (3.0%).

Effective July 1, 2022, each employee base wage will be increased by two percent (2.0%).

Effective July 1, 2023, each employee base wage will be increased by one and three quarter percent (1.75%).

Trainee Driver Pay - During their training period, drivers will be paid \$1.00 above current minimum wage per hour.

12.2 Merit Increases. Movement within the employee's salary range will be granted to regular full-time and regular part-time employees annually based on satisfactory performance and continuous service. Part-time employees will be granted step increases upon either reaching 2,080 hours or the employee's anniversary date (whichever comes first). If the part-time employee reaches 2,080 hours first, then that date will become their new anniversary date.

Movement within the salary range shall be at least four percent (4%) and The City will retain the right to grant employees movement greater than four percent (4%) and grant employees at the top of their range bonuses if deemed appropriate. Discretionary increases above four percent 4% and bonuses are not grievable. In the event movement within the City's salary range is denied, the employee will be entitled to appeal the decision through the grievance procedure. The Employer will provide reasonable notice of deficiency prior to denial of an employee's movement within the salary range.

12.3 Workers' Compensation. Employees receiving Workers' Compensation benefits will be allowed to integrate their sick leave or other paid leave with the payments so they will receive their net-gross salary amount each pay period. ~~The "net" shall be defined as their salary less state and federal income taxes and FICA at the time of the injury or illness.~~ The gross salary paid by the City will be subject to required withholdings.

The City will provide employees with full benefits, at the contribution levels outlined in Section 12.4, Insurance, below, while on Workers' Compensation for up to one (1) full year after the date of covered illness or injury.

The City and the Union agree that light-duty opportunities will be assigned to employees if work is available and the employee is certified by a physician to perform the duties of the position.

12.4 Insurance.

The City will contribute ~~no more than~~ ninety percent (90%) of the monthly premium per regular full-time employee toward either the Kaiser plans or Copay plans with accompanying dental

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options. The employee will pay the difference and will pay the monthly amount through a payroll deduction.

Regular part-time employees and Extra-Board employees will pay a percentage of the selected health insurance plan premiums on a prorated basis based upon their regular actual hours worked, including paid leaves approved and taken, establishing an average full-time equivalent (FTE) over the prior three (3) months of work from the effective date of the bid as determined by actual hours worked, including paid leaves approved and taken, divided by 173.33 hours per pay period. The City's contribution will not exceed ninety percent (90%) of the monthly premiums.

Extra Board and regular part-time employees in their probationary period will be responsible for paying twenty-five percent (25%) of the selected health insurance plan premiums.

The City will also continue to maintain CIS Life Plan 5 (\$50,000) and the matching accidental death and dismemberment benefit.

The City shall not be obligated to increase its contributions to the plans after November 30, 2023~~0~~, unless otherwise mutually agreed or negotiated by the parties.

The City will provide employees with the opportunity to contribute to a Flexible Spending Account.

12.5 City's Right to Modify Plans and/or Benefits. The Employer retains the right to change the plan benefits, insurance carriers, and/or administrators as long as it provides benefits comparable to the City's current healthcare plan set forth in Section 12.4, Insurance.

12.6 Retirement. The City shall continue to participate in the Public Employees Retirement System(PERS)/Oregon Public Service Retirement Plan Pension (OPSRPP) or any successor plan as required by the governing statutes and administrative rules and will continue to pick-up the employee's contribution of six percent (6%). In the event it is determined by the Legislature, courts, or initiative that the City cannot pick up the employee's contribution, the six percent (6%) shall revert to salary.

The City will continue to participate in the program for use of unused accumulated sick leave as an "option" choice for employees as provided by statute and administrative rule.

12.7 Work Out of Classification. Assignments of personnel to a higher classification on an acting basis may be made by the City. When such assignments are made, they shall be specific and placed in writing to the employee. When so assigned for more than four (4) hours in the workday, the employee shall be compensated at five percent (5%) above their current salary for each hour worked in the higher classification.

The City will not change assignments to avoid payment on work out of class, unless such change is an operational necessity.

12.8 Promotion. Employees that are promoted shall receive at least a five percent (5%) pay increase. Reclassifications are not subject to Section 12.8.

12.9 Reclassification. In order to provide easy access for employees, the City will place the City’s employee handbook and all classification descriptions for the bargaining unit on the City’s intranet. The City will acknowledge receipt of reclassification requests within ten (10) calendar days. Whenever requests for reclassification are made under this appendix, the City will notify the Union President.

Employees that are reclassified to a higher pay range will be moved to the higher range based on the percentage difference between the two ranges. Thereafter, the employee will move on the range based upon the anniversary date that was established in their prior classification. For example, if the ranges are two and one-half percent (2½%) apart, the employee will receive a two and one-half percent (2½%) increase, so long as such increase does not exceed the range the employee is moving to. In other words, in establishing the salary for the reclassified employee, the relative position within the new pay range shall be the same as the relative position in the former range.

ARTICLE 13 - HOLIDAYS

13.1 Holidays Observed. The City shall observe the following paid holidays:

- | | |
|---|---------------------------------------|
| New Year's Day - January 1st | Labor Day - First Monday in September |
| M. L. King, Jr.'s Birthday - 3rd Mon. in Jan. | Veterans’ Day - November 11th |
| Presidents’ Day - 3rd Monday in February | Thanksgiving Day—4th Thursday in Nov |
| Memorial Day - Last Monday in May | Day after Thanksgiving |
| Independence Day - July 4th | Christmas Day - December 25th |

All regular full-time City employees shall be paid eight (8) hours at their regular straight-time hourly wage for all holidays referred to under this Section. An employee has the option of using vacation, compensatory time, leave without pay, or work extra hour(s) to offset this benefit when given a day off that exceeds eight (8) hours within the pay period.

Regular part-time employees with a fixed route shall receive holiday pay on a prorated basis, as determined by their FTE, not to exceed eight (8) hours.

Extra Board employees shall receive holiday pay on a prorated basis, as determined by their paid hours in the pay period during which the holiday falls, including approved paid sick, vacation, and comp time, divided by the number of hours in the pay period, minus eight (8) hours per holiday, not to exceed eight (8) hours.

Eligible employees must work their scheduled days immediately before and immediately after the holiday in order to receive holiday pay, unless they provide a note from a healthcare professional excusing their absence on the scheduled day immediately before or immediately after the holiday. The employee must provide such note from a healthcare professional to his/her supervisor or

manager no later than 5:00 p.m. on the third business day following the employee’s return to work. The day of the employee’s return to work shall count as the first business day.

13.2 Holidays Falling on Scheduled Days Off. For employees whose normal week is Monday through Friday, whenever a holiday falls on Saturday, the preceding Friday shall be given as a holiday. If it falls on Sunday, the following Monday shall be given as a holiday. The same pattern will be followed for employees whose workweek is other than Monday through Friday. Whenever a holiday falls on an employee's first day off, the preceding day shall be considered the holiday. When a holiday falls on an employee's second day off, the following day shall be considered the holiday.

When a holiday falls on a Monday or Friday giving the majority of City employees a three (3) day weekend, an employee whose days off are other than Saturday and Sunday may, with Supervisor approval, choose to take the day preceding or the day after their weekend off as a holiday in lieu of taking the actual holiday, thus giving them a three (3) day weekend like other City employees.

13.3 Holidays During Leave. Holidays that occur during paid leave time of any type shall not be charged against such leave.

13.4 Holiday Pay. If any employee works on a recognized holiday, that employee shall be paid for all hours worked at time and one-half the regular rate of pay plus regular holiday pay. The time and one-half pay specified above shall occur only on the actual holiday.

13.5 Holiday Work. In scheduling holiday work, the City shall first solicit volunteers from the qualifying work group and give all volunteering employees equal opportunities for holiday work by rotating assignments. When insufficient numbers of people volunteer for holiday work, employees (other than temporary and seasonal employees) shall be assigned on a rotational basis by inverse seniority.

ARTICLE 14 - VACATION

14.1 Accrual.

Vacation leave shall accrue monthly and may be taken when earned. Full-time employees will accrue vacation according to the following accrual schedule:

<u>Months of Service</u>	<u>Accrued Leave Hours (rate)</u>
0-60	8 hours / 12 days
61-120	11.33 hours / 17 days
121-180	13.33 hours / 20 days
181+	16 hours / 24 days

Part-time employees shall accrue vacation leave on a prorated basis, as determined by their paid hours in each pay period, including approved paid leaves, divided by the number of hours in the respective pay period, not to exceed the maximum monthly accrual for full-time employees.

14.2 Eligibility. New employees shall not be eligible for vacation leave during probation, although vacation leave shall accrue from the beginning of employment. Up to 40 hours of vacation may be taken after satisfactory completion of probation. Upon request, the City, may allow an employee to use earned vacation days during probationary periods.

14.3 Maximum Accrual. Employees shall be required to take one (1) week of vacation per year, but may only accrue up to 240 hours of vacation leave with pay.

14.4 Scheduling. Supervisors shall schedule vacation for their respective employees with due consideration for the desires of the employees and the City's work requirements. Vacation schedules may be amended to allow each supervisor to meet emergency situations. In the event that more than one (1) employee has requested the same vacation period off and the workload does not permit all employees to have that period off, the supervisor shall first ask for any volunteers who are willing to reschedule their request. In the event there are insufficient volunteers, preference shall be granted on the basis of Division seniority provided, however, that each employee may only exercise their seniority for vacation bidding once per calendar year, notwithstanding the vacation bidding process for Operations employees.

Operations employees will bid twice annually for vacation leave based on their Division seniority. ~~Each Operations employee will have two (2) business days once they receive notification to place their bid. Each employee will have a designated four (4) hours within a day to place their bid. Bidding may begin as early as 7:00 AM and end as late as 7:00 PM during days of operation. Once the most senior Operations employee places a bid, the next senior employee will be allowed to bid and so on. Employees may bid before their appointed bidding period begins, if the employee immediately before them in seniority has already completed their bid. The employee is not obligated to bid early. If an Operations employee misses the assigned date and time deadline for their bid, the next senior Operations employee will be allowed to bid. The employee that did not bid during their bidding time will be able to bid as soon as they are available. However, they can only bid on available vacation periods.~~

The first round of vacation bidding will begin on the first business day in November and will not extend beyond the last business day in December. The bid will encompass the calendar year immediately following the completion of the first round of vacation bidding and the first week of the subsequent year. Vacation bids will be for a single specified vacation period.

The second round of vacation bidding will begin immediately following the conclusion of the first round of bidding, based on Division seniority. ~~Each employee will have a designated four (4) hours within a day to place their bid. Bidding may begin as early as 7:00 AM and end as late as 7:00 PM during days of operation. Once the most senior Operations employee places a bid, the next senior employee will be allowed to bid and so on. Employees may bid before their appointed bidding period begins, if the employee immediately before them in seniority has already completed their bid. The employee is not obligated to bid early. If an Operations employee misses the assigned~~

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~~date and time for their bid, the next senior Operations employee will be allowed to bid. The employee that did not bid during their bidding time will be able to bid as soon as they are available. However, they can only bid on available vacation periods. Each Operations employee will have two (2) business days once they receive notification to place their bid. Once the most senior Operations employee places a bid, the next senior employee will be allowed to bid and so on. If an Operations employee misses the deadline for their bid, the next senior Operations employee will be allowed to bid.~~ The second round of bidding will not extend beyond the last business day in February and will encompass May 1 through December 31 of the calendar year during which the second round of vacation bidding is completed. Vacation bids will be for a single specified vacation period.

After the first round of vacation bidding is complete, all requests for vacation leave between January 1 and April 30 will be evaluated on a first-come first-served basis, subject to the City's operational needs. After the second round of vacation bidding is complete, all requests for vacation leave between May 1 and December 31 will be evaluated on a first-come first-served basis, subject to the City's operational needs. Management will notify employees at the conclusion of each round via department bulletin board.

14.5 Pay Upon Separation. Upon termination of employment, unused vacation benefits earned will be paid out with the final paycheck.

14.6 Vacation Cancellation. In the event approved vacation leave is canceled by the City, the employee shall be notified of the cancellation in writing. Unrecoverable transportation, lodging deposits or other bona fide expenses such as hunting tags, event tickets, etc., will be paid by the City.

14.7 Vacation Transfer. Subject to the requirements above in maximum accrual, the City shall have a leave sharing plan that will allow employees to transfer accumulated vacation leave to a leave sharing bank that satisfies the requirements of federal law. Employees who suffer "a medical emergency," including serious injuries or illnesses as defined by FMLA, and who have exhausted all paid leaves are eligible to receive leave donated by a coworker into the leave sharing bank. The employee shall request leave donations in writing to the Human Resources Department.

Whenever an employee is receiving wages and benefits as a result of donated time, the donated time shall be used to offset any and all benefits or roll-up expense to the City.

ARTICLE 15 – SICK LEAVE

15.1 Accrual. All regular full-time City employees shall earn sick leave with full pay at the rate of eight (8) hours for each calendar month of service. Sick leave shall accrue from the date of employment.

Part-time employees shall accrue sick leave on a prorated basis, as determined by their paid hours in each pay period, including approved paid leaves, divided by the number of hours in the respective pay period, not to exceed eight (8) hours.

Seasonal and temporary employees shall accrue sick leave at the rate of one (1) hour accrued for every thirty (30) hours worked.

15.2 Utilization. Employees are eligible for sick leave for the following reasons:

- a) Non-occupational personal illness or physical disability.
- b) Quarantine of an employee by a physician for non-occupationally related disability.
- c) Illness of an immediate family member requiring the employee to remain at home. For the purposes of this Section, immediate family member shall include spouse, domestic partner, parents (including step-parents and in loco parentis), children (including step-children and foster children), current father-in-law and mother-in-law, grandparents, grandchildren, and other relatives living in the employee's household.
- d) Necessity for medical or dental care.
- e) For any reason defined in the Oregon Paid Sick Leave Law, ORS 653.601-653.661.

Any time utilized under this Section will be utilized in increments of fifteen (15) minutes which will be rounded up to the next quarter ($\frac{1}{4}$) hour on each occasion.

Written proof of the need for sick leave from the attending physician may be required at the City's discretion for absences in excess of three (3) consecutive work days, or if the City has reason to believe that the employee is abusing sick leave privileges. Misuse of sick leave benefits will be subject to disciplinary action.

15.3 Notification. An employee who is unable to report for work as scheduled shall report the reasons for absence to their supervisor, when possible, one (1) hour prior to the time the employee is expected to report for work. Sick leave with pay shall not be allowed unless such report has been made or unless special circumstances existed to justify the failure to report. Additionally, the employee must call in to report any continuing need to be absent to their immediate supervisor prior to the start of each subsequent shift to be eligible for sick leave benefits on these workdays. No daily notice will be required when the employee has submitted a doctor's slip which specifically states they will be unable to return to work until a certain date.

Transit employees must call in an absence at least one (1) hour prior to the start of their shift.

15.4 Use of Other Accrued Leave. Once sick leave is exhausted, an employee with a serious illness or injury can use other forms of accrued leave (e.g., vacation, compensatory time, etc.).

15.5 Family Medical Leave. Employees shall be granted twelve (12) weeks leave upon request pursuant to ORS 659a.150-186. Employees must use accrued vacation, sick leave, compensatory time, and/or leave without pay while on Family Medical Leave. The employee shall submit their request for Family Medical Leave in writing.

15.6 Physician Evaluation. The City may require an employee to see a physician of the employee's choice whenever it objectively believes the employee may be unable to safely perform their job. The employee will bear the cost of the physician's visit. When it becomes necessary to seek a physician certification, the City will inform the employee and the local Union President/designee and place the employee on paid administrative leave until the employee can be examined. The City will be required to pay the employee for the time spent traveling to and from the doctor if outside of the administrative leave time and will pay mileage. If concerns regarding the employee's ability to safely perform their job continue, the City may require the employee to see a physician of the City's choosing. The City will bear the cost of the physician's visit. When it becomes necessary to seek a physician certification, the City will inform the employee and the local Union President/designee and place the employee on paid administrative leave until the employee can be examined. The City will be required to pay the employee for the time spent traveling to and from the doctor if outside of the administrative leave time and will pay mileage.

15.7 Transfer. The City shall have a leave sharing plan that will allow employees to transfer accumulated sick leave to a leave sharing bank that satisfies the requirements of federal law. Employees who suffer "a medical emergency," including serious injuries or illnesses as defined by FMLA, and who have exhausted all paid leaves are eligible to receive leave donated by a coworker into the leave sharing bank. The transferring employee must maintain a sick leave balance for their own use of at least 480 hours. The employee shall request leave donations in writing to the Human Resources Department.

Whenever an employee is receiving wages and benefits as a result of donated time, the donated time shall be used to offset any and all benefits or roll-up expense to the City.

15.8 Required Leave. The City Manager/designee may require an employee to use sick leave and leave the work place if it is determined the employee is too ill to work or could transfer their illness to the public or other employees.

15.9 Return to Work. The City may require an employee to provide a note from their personal physician stating they are able to return to work when returning from sick leave. The note may only be required when the employee has been under the care of a physician.

15.10 Long Term Disability Insurance. The City will provide employees with long-term disability insurance as specified in the attachment to this contract.

ARTICLE 16 – EDUCATIONAL OPPORTUNITIES

16.1 Tuition Reimbursement. The City will reimburse an employee for full tuition costs for one (1) class per term, not to exceed three (3) classes per year, provided that:

- a) The class is directly related to the employee's work (or to a position to which an employee can reasonably expect to be promoted).

- b) The employee has made prior arrangement with his/her supervisor and received written approval from the City Manager/designee for reimbursement prior to registration for such course.
- c) Prior to reimbursement by the City, the employee must submit evidence of satisfactory completion of the course. Satisfactory completion means the employee receives a grade of “**BE**” or better, or a passing grade in a pass/fail class.
- d) The employee is not receiving reimbursement for tuition from any other source.
- e) The employee agrees to continue employment with the City at least six (6) months following satisfactory completion of the course or will reimburse the City for tuition costs paid during his/her last six (6) months of employment with the City.

16.2 Leave and Expenses. The City shall allow time off with pay and shall pay all expenses of attending classes, lectures, conferences, or conventions, when attendance is on an assignment basis and approved by the City Manager/designee. Studying or preparing for classes, lectures, conferences, or conventions shall not be allowed on work time.

Employees who are required to attend out-of-town training, either by the department supervisor or as required by the City to maintain required job-related certifications/licenses, will be paid for the travel time outside of their normal schedule, consistent with Oregon Administrative Rule 839-020-0045. Travel time for required local training will also be paid if it exceeds the normal commute time the employee experiences traveling to and from work. If this time causes them to exceed forty (40) hours in a week, it will be paid at the applicable overtime rate or the employee may flex their schedule to compensate for the hours. However, if it is foreseeable that the travel time will cause the employee to exceed forty (40) hours in a workweek, the employee must receive the City’s approval of the overtime. Meals shall be re-reimbursed according to the City’s Travel Policy. Employees who voluntarily attend training that is approved by the City during the employee’s normal work schedule shall only be compensated for their normal work schedule.

16.3 Work-Related Courses. When an employee wishes to take a work-related course(s) which is only offered during regular working hours, the employee must receive written approval from the City Manager/designee and make prior arrangements with his/her supervisor. In that event, the City Manager/designee will:

Pay for the cost of the course and related tests in advance, provided that the employee takes the necessary time off without pay or makes prior arrangements with his/her supervisor for alternative working hours. In the event the employee fails to pass or complete the course or tests, the employee will be required to reimburse the City for the advanced costs; or

Allow time off with pay provided the employee pays his/her own tuition costs and prior arrangements are made with his/her supervisor and approved by the City Manager/designee.

16.4 Cost of Textbooks. The cost of textbooks and technical publications required for courses for an employee’s current position shall be the responsibility of the City. Upon completion of such courses, the textbooks and technical publications shall remain City property.

ARTICLE 17 – OTHER LEAVES

17.1 Criteria and Procedure. All requests for an unpaid leave of absence shall be submitted in writing to the City Manager or a designee. The written application must describe the reason for the request and confirm a specified date at which the employee is expected to return to work.

17.2 Approval. Requests for leave will be evaluated on a case-by-case basis with the operational requirements of the City in mind. Subject to those requirements, approval will not be unreasonably withheld. Requests for leave to conduct Union business will be evaluated in a non-discriminatory fashion.

17.3 Termination of Leave. Notice that the employee has accepted employment or entered into full-time business or occupation may be accepted by the City as a resignation when the employment or business is inconsistent with the reason leave was requested and granted. Any employee who is granted a leave of absence without pay under this Section and who inexcusably fails to return to work immediately upon the expiration of said leave of absence, shall be considered as having resigned his/her position with the City.

17.4 Employee Status. Employees on leave without pay remain employees covered by this Agreement, entitled to its non-economic benefits such as access to the grievance procedure. Unless required by law or otherwise specified in this Agreement, employees on leave without pay shall not accrue any economic benefits, including seniority.

17.5 Bereavement Leave. Full-time employees may be granted up to forty (40) hours of paid leave in the event of the death of an immediate family member. The leave is intended to allow the employee time to attend the funeral and make necessary arrangements. Part-time employees may be granted bereavement leave on a pro-rata basis. An immediate family member includes: spouse, domestic partner, parent or step-parent, children, step-children, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, maternal grandparents, paternal grandparents, grandchildren, or a person with whom the employee was in a relationship of in loco parentis. Upon application and mutual agreement with the employee's supervisor, the employee may use accumulated leave after the forty (40) hours of compensated leave. Such request for additional leave shall not be unreasonably denied.

Deviations from the definition of immediate family shall not be allowed; however, the City will consider other leave for employees that wish to take time off as a result of some other person that is significant to him/her.

Bereavement leave under this section will be counted as OFLA leave to the extent allowed by law.

17.6 Witness and/or Jury Duty. When a City employee is called for jury duty or is subpoenaed as a witness in a criminal matter, or in a civil matter arising from their City employment, he/she will not suffer any loss of regular City compensation he/she would have earned during such absence. Employees are required to waive the jury/witness fee provided by the court. Employees must either waive the juror/witness compensation or must sign the funds over to the City.

17.7 Military. Military leave is granted to all employees absent from work due to service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and state law. Generally, advanced notice is required prior to taking military service or training leave.

17.8 Inclement Weather. In the event an employee is unable to make it to work because of inclement weather or the City offers to send employees home as a result of the same, the employee will have the option of using any accrued leave, except sick leave, or take leave without pay.

If an employee reports for work during inclement weather and the City decides to not have the employee work, the employee shall be compensated for a minimum of two (2) hours of work.

ARTICLE 18 – DISCIPLINE

18.1 Discipline and Discharge. No covered employee shall be disciplined or discharged except for just cause. Oral warnings, even if reduced to writing, are not considered to be discipline and may not be protested through the grievance procedure. Disciplinary actions include, but are not limited to: written reprimands, suspensions, demotions and discharge. Whenever an employee is disciplined the employee shall sign the notice of disciplinary action as specified in Section 20.4, Signature Requirement, ~~unless the employee refuses to do so.~~

Informal discipline and corrective actions, such as counseling, specific directives, work improvement plans, oral warnings (even if reduced to writing) and other similar actions are not considered discipline and will not be placed in the personnel file as such. Informal discipline and corrective actions are not subject to the grievance procedure. Informal discipline and corrective actions may be used for notice of progressive disciplinary sanctions and are subject to review in yearly evaluations. Employees may provide written rebuttal within ten (10) calendar days, to be placed with the informal discipline or corrective action.

18.2 Excluded Employee. Probationary employees (as defined in Section 9.1, Original Appointments), less-than-half-time, temporary, and seasonal employees may be terminated or disciplined for any reason, and such action shall not constitute a violation of this contract, nor be subject to the grievance procedure.

18.3 Imposition. If a supervisor has reason to discipline an employee, they shall make a reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the public.

18.4 Representation Rights. Upon request, an employee will be entitled to have a Union/employee representative present whenever the employee is being interviewed regarding a matter that could lead to a disciplinary action against the employee. The Union/employee representative will have a reasonable amount of time, without the loss of pay, not to exceed a cumulative total of thirty (30) minutes before and/or after an interview, to consult with the employee. An employee's representation rights may only be invoked in accordance with the

standard set forth by the Oregon Employment Relations Board. During any interview of this nature, either party may record the proceeding. If the meeting is recorded, the party making the recording will be obliged to provide a copy of the recording if requested by the other party. If a copy of the recording is requested, a reasonable fee may be imposed.

The supervisor is encouraged to advise an employee of their right to Union representation on a matter that might lead to discipline.

18.5 Investigations. The City will conduct investigations in a timely, reasonable manner. Notice of the investigation to the employee will include the alleged conduct and the applicable alleged policy violation(s).

The City will advise the employee who is the subject of an investigation and the Union at least every fifteen (15) calendar days of the status of the investigation until the investigation is completed. Following the completion of an investigation that does not result in discipline, the City will advise the employee and the Union that the investigation is complete. Employees can ask the City not to advise the Union under this paragraph, in which event the City shall not advise the Union.

18.6 Due Process. Prior to imposition of an economic disciplinary sanction, the following procedural due process shall be followed:

- a) The employee shall be given advance written notice of the charges or allegations that may subject them to discipline and of the disciplinary sanctions being considered.
- b) The employee will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing prior to the implementation of any discipline. If discharge is the disciplinary sanction being considered, the employee will be given at least seven (7) calendar days' notice of any informal hearing, unless mutually agreed to schedule it earlier.

18.7 Just Cause Standards. For the purpose of this Agreement, just cause shall be determined based on the following questions:

- a) Did the City give the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct?¹
- b) Was the City's rule or managerial order reasonably related to a) the orderly, efficient or safe operation of the City's business; and b) the performance the City might properly expect of the employee?
- c) Did the City, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?

¹ The parties agree that there are some offenses that are so egregious that forewarning of consequences is not necessary.

- d) Was the City's investigation conducted fairly and objectively?
- e) At the investigation, did the City obtain substantial and compelling evidence or proof that the employee was guilty as charged?
- f) Has the City applied its rules, orders and penalties evenhandedly and without discrimination to all employees?
- g) Was the degree of discipline administered by the City reasonably related to a) the seriousness of the employee's proven offense; and b) the record of the employee and his/her service with the City?

18.8 Notice of Discipline. When an employee is disciplined, the Local President/designee will be given notice of the action against the employee, unless the employee declines that such notice be given.

18.9 Discovery Materials. In the event the Union or employee requests a copy of the disciplinary investigation or related materials, the City may apply reasonable costs for copies or administrative time beyond the de minimis standard.

ARTICLE 19 – GRIEVANCE PROCEDURE

19.1 Grievance Defined. A grievance is any dispute concerning the application, interpretation or enforcement of this Agreement.

19.2 Grievance Procedure. This shall be the exclusive procedure and remedy involving any alleged violation of this Agreement.

Step 1. The employee, with or without a Union representative, shall first take up the grievance with his/her immediate supervisor within fourteen (14) calendar days immediately following the date the employee had or should have had knowledge of the grievance. A union representative at this step is intended to provide support and clarification for the employee and normally will not present the grievance. The supervisor will then issue a response within fourteen (14) calendar days immediately following the date the employee discussed the grievance with his/her immediate supervisor.

Step 2. If the grievance is not resolved at Step 1, the affected employee(s) shall present the grievance in writing to the Transit Director with a copy to Human Resources within ten (10) calendar days immediately following the date his/her immediate supervisor's response was received or communicated to the affected employee. At this and each subsequent step of the grievance procedure, the written grievance submitted by the Union or employee(s) shall include:

- a) A statement of the grievance and the factual allegations upon which it is based;
- b) The Section(s) of this contract alleged to have been violated;

- c) The remedy sought; and
- d) The name and signature of the affected employee(s), except in the case of a group grievance. In such case, an officer of the local union will sign.

Within ten (10) calendar days of receipt of the Step 2 grievance, the Transit Director and Human Resources will meet with the grievant and, if the grievant requests, a representative of the Union. In the event a meeting cannot be scheduled because of the unavailability of any party, the parties shall then mutually agree to another date. In any event, the grievant/Union will be given at least twenty-four (24) hours' notice of such meeting. Grievances filed by the City shall be initiated at Step 2 and filed with the Union's President.

The Transit Director shall render a written decision within ten (10) calendar days following the Step 2 meeting.

Step 3. If the grievance is not resolved at Step 2, the affected employees(s) shall present the grievance in writing to the City Manager within ten (10) calendar days following the Transit Director's response.

Within ten (10) calendar days of receipt of the Step 3 grievance, the City Manager will schedule a meeting to discuss the grievance with the grievant, and if the grievant requests, with a Union representative. In the event a meeting cannot be scheduled because of the unavailability of any party, the parties shall then mutually agree to another date. In any event, the grievant/Union will be given at least twenty-four (24) hours' notice of such meeting. The City Manager shall render a written decision within ten (10) calendar days following the Step 3 meeting.

Step 4. (Optional) Mediation. In the event the grievance is not resolved at Step 3, and within ten (10) calendar days of the City Manager's response at Step 3, either party, the Union or the City, may request mediation in writing. Mediation will occur only if the City and the Union mutually agree to mediation in writing. The parties will agree to a mutually acceptable mediator. Costs for the mediator will be shared equally. The period of mediation will be no longer than sixty (60) calendar days after the date of the initial request for mediation (the mediation period). The parties agree to act in good faith to resolve the grievance. If the grievance is not resolved at Step 4, either party may move the grievance to Step 5, Binding Arbitration, within ten (10) calendar days after the end of mediation. The parties may mutually agree to extend the mediation period in writing before the end of the mediation period.

Step 5. If the grievance is not resolved at Step 3 or 4 and if the Union or the City wishes to pursue the grievance further, the party shall submit the grievance to arbitration by written notice to the City Manager or Union President within ten (10) calendar days following the due date for the Step 3 response or the date the Step 3 response was received, whichever date is sooner, or as described in Step 4.

Unless the parties mutually agree upon an arbitrator, the party requesting arbitration shall, within fourteen (14) calendar days of their notice to proceed to arbitration, submit a written request to the

Oregon Employment Relations Board for a list of the names of seven (7) arbitrators with their principle place of residence in Oregon or Washington. Upon receipt of the list, the parties shall determine by the toss of a coin who will strike first, and the parties shall then continue to alternate strikes until only one (1) name remains and the remaining name shall be the arbitrator.

The arbitrator shall have no power to modify, add to or subtract from the terms of this Agreement and shall be confined to the interpretation and enforcement of this Agreement. The arbitrator's decision shall be in writing and shall be submitted to the parties within thirty (30) calendar days following the close of the hearing. The arbitrator's decision shall be final and binding on the affected employee(s), the Union and the City.

Either party may request the arbitrator to issue subpoenas but, if issued, the cost of serving a subpoena shall be borne by the party requesting the subpoena. Each party shall be responsible for compensating its own witnesses and representatives during the arbitration hearing. The non-prevailing party shall pay arbitrator's fees and expenses, and the arbitrator, as part of the award, shall designate the non-prevailing party for such purpose.

19.3 Time Limits. All parties subject to these procedures shall be bound by the time limits contained herein. If either party fails to follow such limits, the following shall result:

- a) If the grievant or the Union fails to advance the grievance to the next step in a timely fashion, the right to binding arbitration of the grievance shall be waived.
- b) If the City or the Union, at any step, fails to respond in a timely fashion, the grievance shall proceed to the next step.

Time limits may be extended by written mutual agreement of the parties.

19.4 Discovery Materials. In the event the Union requests materials for review, such as for processing a grievance, the City may apply reasonable costs for copies or administrative time beyond the de minimis standard.

ARTICLE 20 – PERSONNEL RECORDS

20.1 Access. Each employee shall have the right to review and copy (at his/her own expense) the contents of their own personnel file. In addition to the Union's rights as the exclusive representative, at his/her option and upon presentation of a signed release, an employee may authorize a Union representative to review the contents of his/her file.

20.2 Disciplinary Records. Each employee shall be given a copy of all disciplinary materials placed in his/her file. An employee may include an explanatory statement for the personnel file in answer to any reprimand or other form of discipline if the employee chooses not to grieve such action.

20.3 File Purging. Written reprimands/warnings shall be removed from an employee's file, at his/her request, after three (3) years so long as no other disciplinary action has occurred within the three (3) year time period. Any material, other than performance evaluations, directly associated with the items being purged, will also be removed from the file. Documents removed from the personnel file shall be placed in a confidential file maintained by the Human Resources Department. Such purged document will not be used against an employee for the purpose of progressive discipline. Purged documents may be used in any civil or arbitration proceeding for the purpose of establishing consistency of disciplinary action, lack of discrimination, the existence of mitigating or extenuating circumstances and compliance with legal obligations. The Union will have equal access, upon request, to these files for the same purposes.

20.4 Signature Requirement. Before any material reflecting negatively on the employee is placed in the employee's file, the employee shall sign a receipt containing the following disclaimer:

"Employee's signature only acknowledges receipt of material. The employee's signature does not necessarily indicate agreement or disagreement."

This shall not apply to a termination notice if the employee refuses to sign the document.

ARTICLE 21 - STRIKES

21.1 Prohibition. The Union and its members, as individuals or as a group, will not initiate, cause, participate or join in any strike, work stoppage, or slowdown, or any other restrictions of work, at any location in the City during the term of this contract. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Union or by any other labor organization when called upon to cross picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this Article.

21.2 Union Obligation. Pursuant to PECBA, this unit is Strike Prohibited. In the event of a work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will immediately, upon notification, attempt to secure an immediate orderly return to work.

21.3 Lockout. There shall be no lockout of employees during the term of this Agreement.

ARTICLE 22 – SAVINGS CLAUSE

Should any portion of this contract be contrary to law, such decision shall apply only to the specific portion thereof directly specified and all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon such declaration, the parties agree to negotiate regarding the invalidated portion thereof. Negotiations shall commence within thirty (30) days, unless the parties mutually agree to extend such time frame.

[Tentative Agreement](#)

ARTICLE 23 – STATUS OF AGREEMENT

23.1 Complete Agreement. This Agreement incorporates the sole and complete agreement between the City and the Union resulting from these negotiations.

23.2 Amendments. This Agreement may be amended at any time by mutual Agreement of the Union and the City. Such amendments shall be in writing and signed by both parties.

In the event the City wishes to implement or change any condition of employment that is a mandatory subject of bargaining which was not discussed in the negotiations that created the current Agreement, the City shall be obligated to inform the Union of the condition it wishes to implement or change and bargain at the Union's request. For the purpose of this Section, the Union will have fourteen (14) calendar days to make a demand to bargain. If the Union demands to bargain, the City shall enter into bargaining pursuant to ORS 243.698. If the Union does not demand to bargain, the City may implement or change the condition it has proposed. The Union waives any right to bargain matters it raised during negotiations but which were not embodied in the Agreement.

ARTICLE 24 – TERM OF AGREEMENT

This Agreement shall be effective upon execution. The Agreement shall remain in full force and effect through June 30, 2024, and shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing no later than January 1 of the expiring year that it desires to either terminate or modify this Agreement. In the event notice to modify is given, negotiations shall begin not later than sixty (60) days from that notice.

This Agreement is hereby executed on this ____ of _____, 2021~~0~~ by:

The City of Wilsonville

SEIU Local 503, OPEU

Bryan Cosgrove
City Manager

Melissa Unger
Executive Director, SEIU Local 503, OPEU

~~Aaron Giesa Madison Hibler~~
Bargaining Organizer, SEIU Local 503, OPEU

Jeanette Patton, Bargaining Team Member

[Tentative Agreement](#)

Vicente Espinoza ~~Michael Ortega~~, Bargaining
Team Member

APPENDIX A – SALARY SCHEDULE

SEIU Compensation Plan
 Effective July 1, 2021 (COLA 3%)

Position	Hourly		Annual	
	Low	High	Low	High
120 Fleet Hostler	\$17.93	\$22.87	\$37,294.40	\$47,569.60
125 Transit Driver	\$20.30	\$25.85	\$42,224.00	\$53,768.00
128 Dispatcher	\$21.85	\$27.86	\$45,448.00	\$57,948.80
128 Equipment Mechanic I	\$21.85	\$27.86	\$45,448.00	\$57,948.80
133 Equipment Mechanic II	\$25.46	\$32.46	\$52,956.80	\$67,516.80

SEIU Compensation Plan
 Effective July 1, 2022 (COLA 2%)

Position	Hourly		Annual	
	Low	High	Low	High
120 Fleet Hostler	\$18.29	\$23.33	\$38,043.20	\$48,526.40
125 Transit Driver	\$20.71	\$26.37	\$43,076.80	\$54,849.60
128 Dispatcher	\$22.29	\$28.42	\$46,363.20	\$59,113.60
128 Equipment Mechanic I	\$22.29	\$28.42	\$45,448.00	\$57,948.80
133 Equipment Mechanic II	\$25.97	\$33.11	\$54,017.60	\$68,868.80

SEIU Compensation Plan
 Effective July 1, 2023 (COLA 1.75%)

Position	Hourly		Annual	
	Low	High	Low	High
120 Fleet Hostler	\$18.61	\$23.74	\$38,708.80	\$49,379.20
125 Transit Driver	\$21.07	\$26.83	\$43,825.60	\$55,806.40
128 Dispatcher	\$22.68	\$28.92	\$47,174.40	\$60,153.60
128 Equipment Mechanic I	\$22.68	\$28.92	\$45,448.00	\$57,948.80
133 Equipment Mechanic II	\$26.42	\$33.69	\$54,953.60	\$70,075.20

[Tentative Agreement](#)

MEMORANDUM OF UNDERSTANDING
VARIABLE WORK SCHEDULE

This Memorandum of Agreement is a Pilot Agreement between the City of Wilsonville, hereinafter referred to as the "City", and the Service Employees International Union Local 503, Oregon Public Employees Union, hereinafter referred to as the "Union" to establish a variable work schedule.

Section 6.3 is amended to allow for a Variable Work Schedule. Effective October 1, 2021 through September 30, 2022, the Employer will implement a variable work schedule which is a bid schedule with variable starting and ending times during the workweek and varying consecutive workdays, but which does not exceed forty (40) hours in a workweek. The variable work schedule shall remain consistent for the duration of the bid period. The variable bid work schedule will allow for a minimum of nine (9) hours off between the end of one working day and the beginning of the next working day. Fourteen (14) days prior to the posting of the bid schedules, the Employer will provide the Union with an advance copy of the schedules.

Section 7.2(C) is amended to address overtime. Employees assigned to a variable work schedule shall be compensated at a rate of one and one-half (1-1/2) times the employees' regular rate of pay for time worked in excess of forty (40) hours per workweek.

No later than September 1, 2022, the parties will meet to confer about the success of the Pilot Program which will continue year to year for the duration of this contract unless an objection is made, in writing to the other no earlier than September 1, 2022 but not later than October 1, 2022, and every year thereafter. If objection is made, the parties will meet to discuss alternatives so as to maintain the program, and this Memorandum of Understanding will no longer be enforceable after the last day of the present shift bid. If the program is terminated with no agreement, the parties may pursue interest arbitration with the objecting party maintaining the burden of proof to show the Pilot Program was not successful ~~(e.g., the variable work schedule does not meet customer ridership, overtime costs have not been reduced, and greater numbers of staff have not been employed).~~

DATED this _____ day of _____, ..

CITY OF WILSONVILLE

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 503, OREGON PUBLIC
EMPLOYEES UNION

Bryan Cosgrove
City Manager

Melissa Unger
Executive Director, SEIU Local 503, OPEU

Aaron Giesa
Bargaining Organizer, SEIU Local 503, OPEU

Jeanette Patton, Bargaining Team Member

Vicente Espinoza , Bargaining Team Member



MAY 2021

MONTHLY REPORT

From The Director's Office—Oregon Community Trees Press Release

WILSONVILLE, Ore. – Charlotte Lehan, who has lived in Wilsonville almost her entire life, is one of three people being recognized in 2021 by the Oregon Department of Forestry and the non-profit organization Oregon Community Trees (OCT) for strengthening urban forestry.

OCT Vice President Teresa Gustafson chairs the committee that reviews nominations. She said, “City Councilor Charlotte Lehan has served Wilsonville as an elected official and volunteer for over three decades. Councilor Lehan is a stalwart and tireless advocate for Wilsonville’s urban forest, as well as trees throughout Oregon. This award recognizes her extraordinary dedication to protecting and preserving significant trees.”

Among a long list of accomplishments that Councilor Lehan was cited for by the committee are:

- Being a founding member in the early 1990s of a local grassroots environmental group, Friends of Goal 5, that worked for the preservation of natural resources, scenic and historic areas in Wilsonville.
- Implementing as Mayor in 1998 Wilsonville’s new Tree Preservation and Protection Ordinance.
- Ensuring that the natural environment is central to Wilsonville’s community planning work. For example, during her tenure, the Villebois development was approved. Villebois was designed to integrate the site’s many existing trees into the new urban area, creating an award-winning, highly livable 500-acre community.
- Reviewing and approving dozens of land-use applications where large trees, often Oregon white oaks, are protected on development sites.
- Founding in 2004 Wilsonville’s local Heritage Tree Program to recognize trees having historical significance. She continues to serve on the local Heritage Tree Program Committee, successfully nominating to the program in 2017 the Three Sisters Oaks. These trees range in age from 160 to 210 years and stand in a stately row on private property in west Wilsonville.
- Serving on the state-level Oregon Heritage Tree Committee, where she has successfully nominated three Oregon Heritage Trees. These include:
 - The R.V. Short Douglas-fir in Wilsonville’s Merryfield Neighborhood Park in 2014.
 - 2019 the Willamette River Cable Trees—a black cottonwood and a Douglas-fir—in the City’s Memorial Park in 2019.
 - The Stein-Boozier Walnut Orchard in Wilsonville’s Murase Plaza. Dedication of the grove has been delayed due to COVID-19 restrictions on public gatherings.
- Serving as a member of the Blue Ribbon Committee that selected “crown jewel sites” as part of the Metro Greenspaces Bond Measure. This led to the opening in 2010 of Graham Oaks Nature Park on the outskirts of Wilsonville. Some 15,000 Oregon white oaks and other savanna species were planted in the new park, created from former farmland.



We are all very proud of Councilor Lehan’s accomplishments in making Wilsonville a wonderful place to live, work, and play. —Chris Neamtzu, AICP, Community Development Director

Building Division



Building Safety Month—May 2021

Is the air in your home safe? Can your home withstand natural disasters like an earthquake? Is the water from your tap clean and safe to drink? If you become disabled, are you able to access and use places where you work, worship, or play?

These and many other questions are spotlighted during Building Safety Month, an annual event across the nation that focuses on the built environment.

The code professional—whether they be permit technicians, plans examiners, building inspectors, or building officials—play a key role in ensuring the life-safety, energy efficiency, and accessibility of our built environment. Often we don't give a second thought to entering a building as to whether or not it is structurally sound, if the water is safe to drink, and if the air is clean, or if in the event of a fire or earthquake we'll be protected from harm. That is in part because code professionals work collaboratively with engineers, contractors, and tradespeople to ensure our buildings comply with minimum safety, energy, and accessibility codes.

One theme of Building Safety Month is "Training the Next Generation." City of Wilsonville staff recently had the opportunity to host a building inspection lab class for Chemeketa Community College. During class, students received instruction on how to inspect various phases of construction. In the top photo, Building Inspector Brian Pascoe is going over plans to conduct a shear wall inspection which is critical to ensuring buildings can withstand wind and seismic forces.

You may also notice a camera crew in the photo. That's because Chemeketa is using the lab to create video content for future building inspection classes. In addition, if you look closely, while you may see just three students physically present, you might notice one student is holding a selfie pole with a phone. There are actually five students participating remotely from all across the state via Zoom. Technology is changing the way the code professional is trained and completes their work.

In the second photo from the top, Inspector Pascoe explains what he is looking for during a framing inspection. Shown right, the second floor structural joist that is completely cut through by the plumber—a definite code violation.



Economic Development

Business Recruitment

- Staff are supporting the recruitment of biotech firm Twist Bioscience that plans to invest \$70,000,000 in capital improvements and bring 400 new jobs—including lab technicians and scientists—to the Wilsonville community. The firm will be leasing out 190,519 square feet at the ParkWorks Industry Center and expects to be operational by 2022. The Wilsonville expansion is expected to more than double Twist's manufacturing capacity, increase speed of production, and enable enhanced product offerings in the synthetic biology and biopharma market. Due to the large investment and job creation, the business is eligible for a property tax rebate from the Wilsonville Investment Now (WIN) Program, an initiative that aims to attract high-value investment and strengthen the local economy by retaining and expanding local businesses, attracting new businesses, retaining and expanding high-wage jobs, and contributing to long-term growth in the property tax base through capital investment.
- Twist Bioscience's WIN application pre-qualified for a full seven year urban renewal tax rebate. Staff will present a WIN Development Agreement to Council on June 7, stipulating the conditions that Twist must achieve to receive WIN Program benefits in future years and the City's obligations to provide property tax reimbursement payments to Twist. Following recommended adoption of the WIN Development Agreement, it is anticipated that creation of the Twist Bioscience WIN Zone will include the following steps in the adoption process:
 - June 21: Authorization by Wilsonville Urban Renewal Agency to implement Twist Bioscience WIN Zone by resolution.
 - July 14: Planning Commission review of the Twist Bioscience WIN Zone Plan to ensure conformance to the Wilsonville Comprehensive Plan.
 - June 24-August 8: Transmittal to all taxing districts with required 45-day comment period prior to City Council vote on non-emergency ordinance. This will include a required briefing to the Clackamas County Commissioners (vote of approval is not required) and meetings with key taxing districts.
 - August 16: Public hearing and City Council to vote on non-emergency ordinance in conformance with ORS 457.095(1). Approval of plan by ordinance. Notice to all citizens of a public hearing will be sent in advance.

COVID-19 Business Assistance

Staff relayed information about the following COVID-19 assistance programs via newsletter to over 600 local Wilsonville small businesses:

- [Operational Cost Assistance Commercial Rent Relief Program](#): Business Oregon launched the last phase of a \$100 million program that is providing grants for small businesses to help with commercial rent and operational costs in the face of the COVID-19 pandemic.
- [Restaurant Revitalization Fund](#): Established under the American Rescue Plan, the program is administered by the U.S. Small Business Administration and is providing direct relief to restaurants equal to their pandemic-related revenue loss (up to \$10 million per business).
- [SCORE Commercial Leasing Negotiation Tips Webinar](#): June 22 webinar to advise small business owners on successful commercial lease negotiation tips.

Regional Collaboration

Greater Portland Inc (GPI) and Metro released a draft of the next five-year [Comprehensive Economic Development](#) Strategy (CEDS), a document that will be used to engage elected officials and business leaders to help amplify the regional economic development vision, and used to leverage greater investment in the region. Staff provided comments to GPI on the document to highlight potential areas of interest/partnership for Wilsonville, and to add a number of Wilsonville's specific transportation documents that benefit freight and are located in the RTP.

Engineering Division, Capital Projects

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. The project was advertised for bids during the month of May with bids due the first part of June. Construction is anticipated to begin in June 2021.

Boeckman Dip Bridge (4212/7065)

Staff will be presenting the proposed funding plan for the Boeckman Dip Bridge project at the June 7 City Council work session.

Elligsen Well Facility Rehab and Upgrades (1083)

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

Memorial Park Pump Station (2065)

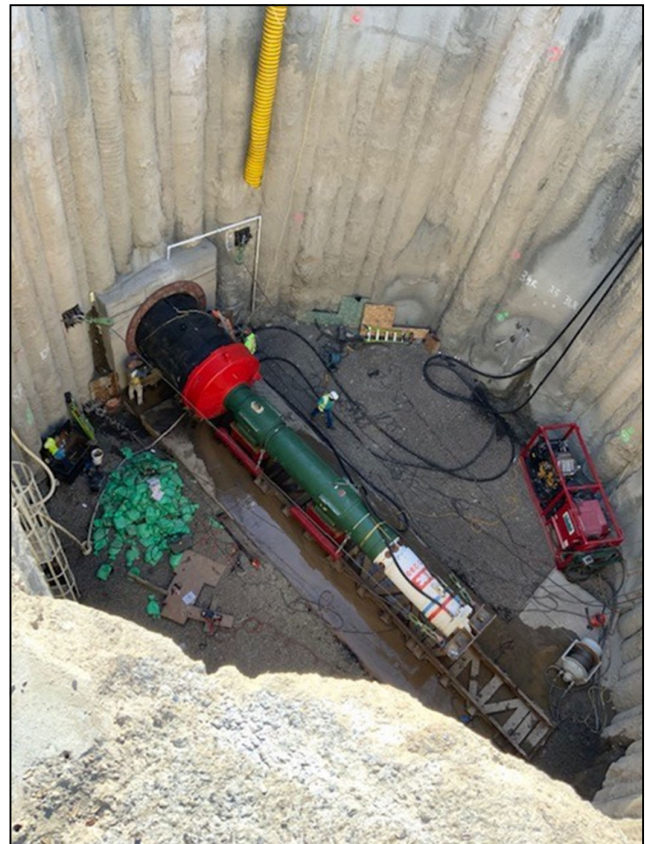
This project involves replacing and relocating the wastewater pump station in Memorial Park. The contract was awarded to McClure and Sons. Construction began in July and is anticipated to be completed in June 2021.

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

This project includes paving, storm sewer, sanitary sewer, and water line improvements to Old Farm Road, Arbor Glen Loop, and Arbor Glen Court in the Charbonneau development. The contract was awarded to Braun Construction in April. Construction is anticipated to begin in June and 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 installation of the 66" pipe at the lower site and also on the upper site between the launch shaft (pictured right) and the receiving shaft.



Engineering Division, Capital Projects

Rivergreen & Corral Creek Lift Stations (2105)

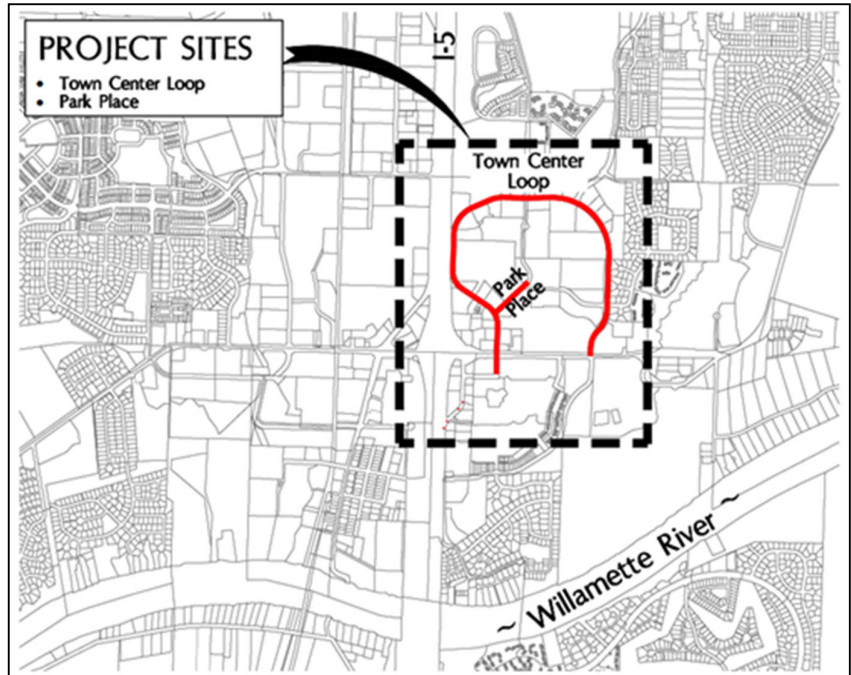
This project involves upgrading the Rivergreen and Corral Creek wastewater lift stations. The design contract was awarded to Murraysmith. Design will be completed by December 2021, with construction anticipated for completion in 2022.

Street Maintenance Project 2021 (4014/4118/4725)

The 2021 Street Maintenance construction contract has been awarded to Eagle-Elsner. Construction is anticipated to begin in June this summer on Town Center Loop and Park Place.

WTP Expansion to 20 MGD (1144)

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



WWTP Master Plan (2104)

This project will evaluate capacity of Wastewater Treatment Plant (WWTP) processes to accommodate projected growth and regulatory changes. A prioritized capital improvement plan and budget will be developed. The engineering contract was awarded in May 2020 and the project is anticipated to be completed by spring of 2022.

Engineering Division, Private Development

Charbonneau Activities Center

This project involves a new building, stormwater facility, and utility connections where a McCormick and Schmicks restaurant had been located in the Village Center area of Charbonneau.

Coffee Creek Logistics Center (Panattoni Warehouse)

This project is located on the southwest corner of Clutter Road and Garden Acres Road. The pre-construction meeting occurred on May 24.

DP Nicoli

DP Nicoli is on its two year maintenance period.

Fir Avenue Commons

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

Frog Pond Ridge

Plans for this 69-lot subdivision north of Frog Pond Meadows are currently under review. West Hills Development and Venture Properties are working on ownership transfer from West Hills to Venture Properties.

Grace Chapel

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

Northstar Contractor Establishment—Clay Street

This project is located in Washington County and onsite improvements are subject under the Washington County permit. The street improvements are under the City of Wilsonville permit. The contractor is working on final items before a final walk-through for punchlist items.

Parkway Woods

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

Regional Park 7&8

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

Siena at Villebois Fire Reconstruction

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

SSI Shredding

Site plans were submitted for two additional buildings on the existing site, along with sidewalk, sanitary, and water additions. The permit has been issued and work began the week of May 24.

Wood Middle School

Additions to Wood Middle School will require a stormwater facility. The plans have been approved and issued.

Engineering Division, Natural Resources

2020 Integrated Pest Management Activity Report

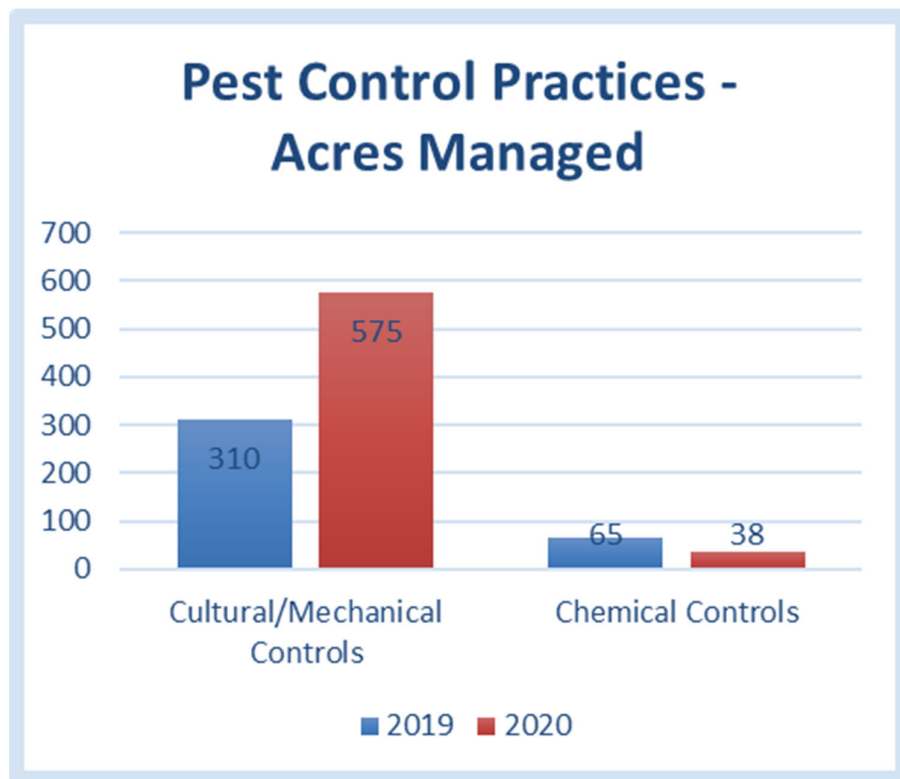
In May, City staff completed the 2020 Activity Report for the Integrated Pest Management (IPM) Plan. The IPM Plan was adopted in 2018, and this is the second installment of the activity report. IPM offers a broad-based approach that relies on a combination of common sense practices. The IPM Plan identified management areas and key pests of concern and outlined approaches mindful of pest biology and the resources of the City while minimizing the risk associated with pest management.

Highlights from this year’s activity report include:

- The City’s continued reliance on cultural or mechanical controls over chemical practices
- Parks and Recreation’s weed steamer, which uses saturated steam to kill weeds
- Public Works’ remote slope mower for safely mowing blackberry on hard-to-reach places



The IPM Plan and activity reports from 2019 and 2020 are available at: <https://www.ci.wilsonville.or.us/natural/page/integrated-pest-management>



Planning Division, Current

Administrative Land Use Decisions Issued

- New freestanding sign at 30300 SW Parkway Avenue
- 3 Miscellaneous Administrative Reviews
- 3 Type A Tree Permits (Non-Emergency)
- 5 Type B Tree Permits (Non-Emergency)
- 10 Residential building permit land use review
- Other building permits

Construction Permit Review, Development Inspections, and Project Management

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

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

Development Review Board (DRB)

DRB Panel A met for their regularly scheduled meeting on May 10 for further consideration of a residential subdivision on Canyon Creek Road South, which was continued from their April 12 meeting. Following the conclusion of the Public Hearing, the panel added four conditions of approval regarding: location of the shared open space, location of the stormwater outfall, tree preservation, and vehicle turn-around ability. With the added conditions of approval, the panel unanimously recommended approval to City Council of the Comprehensive Plan Map Amendment and Zone Map Amendment, and they approved the other applications for the 5-lot subdivision design and layout.

DRB Panel B met for their regularly scheduled meeting on May 24. At the meeting the panel held two public hearings and unanimously approved both requests. The first request was for the addition of an auditorium and sports fields with parking improvements at Wilsonville High School. The second request was for natural resource review for the potential future development of a currently undeveloped, residential zoned lot on SW Montgomery Way.

Planning Division, Current

DRB Projects Under Review

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

- Modifications to industrial building at 95th Avenue and Hillman Court
- Natural resource review for development on vacant lot on Montgomery Way
- Public Works Complex on Boberg Road
- Villebois Village Center development around Piazza Villebois
- Wilsonville High School expansion, including a new auditorium



Rendering of the proposed Wilsonville High School Expansion.

Ice Storm Tree Damage and Response

During May, the Planning team continued to be a key part of the City's response to extensive tree damage from the February 2021 ice and snow storm. In particular, Assistant Planner Georgia McAlister continued to intake and review tree removal permits and answer many customer questions about replanting. Associate Planner Cindy Luxhoj continued to coordinate the multi-disciplinary response and replanting plan. Public Works interns began the work to inventory tree damage.

Planning Division, Long Range

Middle Housing in Wilsonville Project (House Bill 2001 Implementation)

In May, the project team met a significant project milestone, presenting a large portion of the proposed code and plan updates to the Planning Commission. The project team also completed infrastructure analyses and a middle housing feasibility study of Old Town. In addition, the project team made significant progress on developing new



siting and design standards for middle housing. Two additional focus group meetings regarding middle housing and design standards were held with members of our Latinx community.

Planning Commission

At their regularly scheduled meeting on May 12, the Planning Commission held their sixth work session on the Middle Housing in Wilsonville Project. The Commission reviewed a package of draft code and plan text amendments, reviewed results of an online survey, and provided further guidance on the middle housing requirement in Frog Pond West. After thorough discussion, the Commission supported requiring 10% middle housing for the remaining undeveloped portions of Frog Pond West. The Planning Commission is scheduled to hold additional work sessions on Middle Housing in June, July, and August before a public hearing in September.

Transit-Oriented Development at the Wilsonville Transit Center

The Equitable Housing Strategic Plan identifies exploration of Transit-Oriented Development (TOD) at the Wilsonville Transit Center as a near-term implementation action. During May, the City selected a project consultant, Leland Consulting Group, to assist staff in assessing the City's goals for TOD and conducting a Development Opportunity Study, and worked with the consultant to refine the project scope and timeline. Upon confirmation of the scope and project timeline, staff anticipates holding work sessions with City Council to refine project goals.

Vertical Housing Development Zones

The Equitable Housing Strategic Plan identifies creation of tax abatements to create diversity and affordability in the City's housing supply as a near-term implementation action. Additionally, the Town Center Plan identifies exploration of Vertical Housing Development Zones (VHDZ) as a short-term implementation action to encourage mixed-use development. During May, staff held a work session to gather City Council's questions about possible implementation of VHDZ. Staff has compiled these questions and will work with the project consultant, ECONorthwest, to respond to the questions and suggestions that Council raised. Staff and the consultant will share this compiled information at an upcoming work session this summer.

Planning Division, Long Range

Wilsonville Town Center Plan

I-5 Pedestrian Bridge

The Town Center project team continued development of the preferred bridge and plaza designs for the I-5 Pedestrian Bridge and Town Center Gateway Plaza project, which will provide an important connection between Town Center, the Wilsonville Transit Center, and neighborhoods west of Interstate 5. During May, the project team worked on the detailed design for the bridge and gateway plaza, incorporating feedback received from Planning Commission and City Council in March. The project team anticipates 60% design to be submitted to the City for review in June. Staff also posted a short survey on *Let's Talk, Wilsonville!* to gather feedback on possible enhancements to the retaining wall for the bridge approach on the west side of the bridge along Boones Ferry Road, providing an opportunity to create a unique visual element visible from Interstate 5. Feedback from this survey will be shared with Planning Commission and City Council at future work sessions for incorporation into the final project design.

General project information is available on the project website: www.letstalkwilsonville.com/I5-Ped-Bridge.

Streetscape Plan

In May the project team continued to work on drafting the plan for further review by the Planning Commission and City Council in upcoming work sessions.



WILSONVILLE TOWN CENTER PLAN



MAY
MONTHLY
REPORT

From the Director:

Can't believe we have made it to June 1!

May was a busy month in the Finance Department. We held two successful Budget Committee Meetings with great discussions about the financial plan for FY2021-22. The budget will be presented to City Council at the June 7 meeting for adoption.

The MUNIS kick off for Utility Billing was quite successful. While we will certainly need to change some of our current practices, the system does have a similar feel as Eden which should help with the transition. Cricket and Eleesa are excited to take on the project and look forward to their next training session.

Payroll goes live with MUNIS this month with the first official payday on July 2. The HR/Payroll implementation team has been working night and day to get this implementation ready to go. Their hard work is much appreciated!!

And alas, this is my last Finance report for the City of Wilsonville. It has been a pleasure working for the citizens of Wilsonville and will look back at the last 17 years with many fond memories. The City is fortunate to have a very dedicated Finance staff with a great mix of experienced and enthusiastic employees that will continue to provide excellent service to the community.

Have a great summer.

-Cathy Rodocker

By the Numbers:

Finance Statistics for the period of July 1, 2020-May 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	67,795	April AP Pymts	\$4.1M	Total Citations Issued	1,413
New Customers	955	Payments Processed	304	Total Suspensions Issued	326
New Service Locations	109			Ticket Revenue	\$165,213

FY21 Financial Update:

General Fund:

Overall, General Fund revenues and expenditures are coming in as anticipated. Revenues are currently recorded at 92% of budget and expenditures at 69%.

Building Inspection Fund:

To date, the Building Inspection fund is seeing their expenses exceed their revenues by \$249K. Revenues overall have come in higher than anticipated and expenditures are on track to meet budgeted expenses.

Community Development Fund:

The CD fund's revenues continue to exceed the expenses by over \$878K. This is great news as the increase in fund balance will provide future funding. A complete review of all revenues and expenditures will need to take place during FY2021-22 to create a path to financial stability for the fund.

Road Operating Fund:

The Gas Tax Funds received during the month of May have not been recorded as of 6/1/2021. Overall, the Road Operating Fund should end the fiscal year with revenues exceeding the expenditures.

Utility Funds:

All of the utility accounts are currently meeting budget expectations.

City of Wilsonville - Fund Summaries Reporting Month: MAY FY 2021
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	Current Year Budget	Year to Date Activity	Remaining Balance	Remaining %
110 - General Fund				
Taxes	\$ 11,954,800	\$ 11,221,968	\$ 732,832	6%
Intergovernmental	2,415,495	2,341,929	73,566	3%
Licenses and permits	182,750	183,899	(1,149)	-1%
Charges for services	672,610	385,283	287,327	43%
Fines and forfeitures	320,000	164,110	155,890	49%
Investment revenue	163,900	198,540	(34,640)	-21%
Other revenues	745,250	611,119	134,131	18%
Transfers in	4,161,046	3,772,293	388,754	9%
TOTAL REVENUES	\$ 20,615,851	\$ 18,879,139	\$ 1,736,712	8%
Personnel services	\$ 9,334,432	\$ 7,530,449	\$ 1,803,983	19%
Materials and services	10,544,247	6,626,423	3,917,824	37%
Capital outlay	20,000	33,182	(13,182)	-66%
Transfers out	6,823,062	4,245,332	2,577,730	38%
TOTAL EXPENDITURES	\$ 26,721,741	\$ 18,435,387	\$ 8,286,354	31%
610 - Fleet Fund				
Charges for services	\$ 1,411,703	\$ 1,294,448	\$ 117,255	8%
Investment revenue	9,600	13,956	(4,356)	-45%
Other revenues	18,000	11,094	6,906	38%
TOTAL REVENUES	\$ 1,439,303	\$ 1,319,498	\$ 119,805	8%
Personnel services	\$ 788,700	\$ 603,106	\$ 185,594	24%
Materials and services	676,906	516,471	160,435	24%
Capital outlay	65,000	23,676	41,324	64%
Transfers out	2,400	2,200	200	8%
TOTAL EXPENDITURES	\$ 1,533,006	\$ 1,145,452	\$ 387,554	25%
230 - Building Inspection Fund				
Licenses and permits	\$ 950,565	\$ 971,713	\$ (21,148)	-2%
Charges for services	9,600	8,800	800	8%
Investment revenue	22,800	38,633	(15,833)	-69%
Transfers in	40,883	37,477	3,406	8%
TOTAL REVENUES	\$ 1,023,848	\$ 1,056,622	\$ (32,774)	-3%
Personnel services	\$ 1,081,750	\$ 865,014	\$ 216,736	20%
Materials and services	165,347	129,058	36,289	22%
Transfers out	405,321	311,082	94,240	23%
TOTAL EXPENDITURES	\$ 1,652,418	\$ 1,305,154	\$ 347,264	21%
231 - Community Development Fund				
Intergovernmental	\$ 63,000	\$ 34,109	\$ 28,891	46%
Licenses and permits	709,723	774,327	(64,604)	-9%
Charges for services	619,450	559,956	59,494	10%
Investment revenue	12,500	38,060	(25,560)	-204%
Other revenues	250	328	(78)	-31%
Transfers in	3,145,331	2,813,500	331,831	11%
TOTAL REVENUES	\$ 4,550,254	\$ 4,220,280	\$ 329,974	7%
Personnel services	\$ 3,215,620	\$ 2,457,884	\$ 757,736	24%
Materials and services	712,625	348,571	364,054	51%
Transfers out	584,243	535,557	48,686	8%
TOTAL EXPENDITURES	\$ 4,512,488	\$ 3,342,012	\$ 1,170,476	26%
240 - Road Operating Fund				
Intergovernmental	\$ 2,382,151	\$ 1,271,199	\$ 1,110,952	47%
Investment revenue	2,000	23,435	(21,435)	-1072%
Other revenues	2,000	2,441	(441)	-22%
TOTAL REVENUES	\$ 2,386,151	\$ 1,297,075	\$ 1,089,076	46%
Personnel services	\$ 382,270	\$ 301,351	\$ 80,919	21%
Materials and services	514,578	284,808	229,770	45%
Capital outlay	13,000	10,246	2,754	21%
Debt service	82,000	81,446	554	1%
Transfers out	1,675,765	298,532	1,377,233	82%
TOTAL EXPENDITURES	\$ 2,667,613	\$ 976,383	\$ 1,691,230	63%

City of Wilsonville - Fund Summaries Reporting Month: MAY FY 2021
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	Current Year Budget	Year to Date Activity	Remaining Balance	Remaining %
241 - Road Maintenance Fund				
Charges for services	\$ 2,065,000	\$ 1,961,840	\$ 103,160	5%
Investment revenue	3,100	41,937	(38,837)	-1253%
TOTAL REVENUES	\$ 2,068,100	\$ 2,003,777	\$ 64,323	3%
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	\$ 5,326,399	\$ (276,399)	-5%
Intergovernmental	5,296,588	1,715,372	3,581,216	68%
Charges for services	170,000	-	170,000	100%
Fines and forfeitures	5,000	147,976	(142,976)	-2860%
Investment revenue	31,100	58,198	(27,098)	-87%
Other revenues	16,000	-	16,000	100%
TOTAL REVENUES	\$ 10,568,688	\$ 7,247,945	\$ 3,320,743	31%
Personnel services	\$ 4,106,110	\$ 3,145,856	\$ 960,254	23%
Materials and services	2,268,268	1,469,838	798,430	35%
Capital outlay	2,629,941	495,099	2,134,842	81%
Transfers out	808,863	544,841	264,022	33%
TOTAL EXPENDITURES	\$ 9,813,182	\$ 5,655,634	\$ 4,157,548	42%
510 - Water Operating Fund				
Charges for services	\$ 9,006,000	\$ 8,353,225	\$ 652,775	7%
Fines and forfeitures	19,000	(27)	19,027	100%
Investment revenue	195,000	249,517	(54,517)	-28%
Other revenues	12,000	33,221	(21,221)	-177%
Transfers in	183,270	183,253	17	0%
TOTAL REVENUES	\$ 9,415,270	\$ 8,819,189	\$ 596,081	6%
Personnel services	\$ 615,190	\$ 422,640	\$ 192,550	31%
Materials and services	4,405,491	3,512,084	893,407	20%
Capital outlay	426,000	216,129	209,871	49%
Transfers out	4,053,411	973,581	3,079,830	76%
TOTAL EXPENDITURES	\$ 9,500,092	\$ 5,124,434	\$ 4,375,658	46%
520 - Sewer Operating Fund				
Charges for services	\$ 8,147,000	\$ 7,170,224	\$ 976,776	12%
Investment revenue	196,200	254,378	(58,178)	-30%
Other revenues	18,000	33,400	(15,400)	-86%
Loan proceeds	-	23,501,695	(23,501,695)	-
Transfers in	600,000	600,000	-	0%
TOTAL REVENUES	\$ 8,961,200	\$ 31,559,697	\$ (22,598,497)	-252%
Personnel services	\$ 365,500	\$ 270,927	\$ 94,573	26%
Materials and services	3,761,624	2,709,838	1,051,786	28%
Capital outlay	88,177	-	88,177	100%
Debt service	2,960,000	24,675,551	(21,715,551)	-734%
Transfers out	4,736,147	1,607,663	3,128,484	66%
TOTAL EXPENDITURES	\$ 11,911,448	\$ 29,263,980	\$ (17,352,532)	-146%
550 - Street Lighting Fund				
Charges for services	\$ 524,150	\$ 494,610	\$ 29,540	6%
Investment revenue	12,500	16,208	(3,708)	-30%
TOTAL REVENUES	\$ 536,650	\$ 510,818	\$ 25,832	5%
Materials and services	\$ 381,320	\$ 287,178	\$ 94,142	25%
Transfers out	1,305,247	91,147	1,214,100	93%
TOTAL EXPENDITURES	\$ 1,686,567	\$ 378,326	\$ 1,308,241	78%
570 - Stormwater Operating Fund				
Charges for services	\$ 3,370,000	\$ 3,086,307	\$ 283,693	8%
Investment revenue	15,300	39,714	(24,414)	-160%
Transfers in	2,500,000	2,500,000	-	0%
TOTAL REVENUES	\$ 5,885,300	\$ 5,626,021	\$ 259,279	4%
Personnel services	\$ 270,080	\$ 193,338	\$ 76,742	28%
Materials and services	763,557	508,462	255,095	33%
Capital outlay	50,791	9,950	40,841	80%
Debt service	679,200	616,907	62,293	9%
Transfers out	3,550,672	1,588,027	1,962,645	55%
TOTAL EXPENDITURES	\$ 5,314,300	\$ 2,916,683	\$ 2,397,617	45%



MAY 2021 MONTHLY REPORT

From the Director

Children's and teen programs wrapped up their spring schedules in May. Meanwhile, Youth Services staff continued preparing for the upcoming Summer Reading Program (SRP), which begins June 1. Preparations included decorating the Children's Room in conjunction with the re-opening of the library's bookstacks; creating the logs for the reading, science, and activity challenges; getting the online components, including the Beanstack app, updated; drafting, recording, and editing the SRP promotional video with all library staff participating; coordinating with the Rotary Club to assemble SRP packets and distribute them to local schools, as well as create the SRP prize displays in the lobby.

The library received a \$1,000 grant from the Rotary Club of Wilsonville for children's prize books in the library's Summer Reading Program. Children ages birth-elementary age who complete the Summer Reading Program challenge of reading twenty minutes a day for twenty days between June 1 and August 31 get to choose a free book to keep from a selection of in-demand and excellent titles for children. The prize books are a popular incentive for children.

We had a very full slate of Adult programs in May as we held a rescheduled program in addition to our regular programs. Dr. Bill Thierfelder presented a program on artist Frida Kahlo, and local artistic director Paul Iarrobino held an online conversation about lessons he learned from older adults during the pandemic about resilience. Rescheduled from April was local attorney Richard Schneider's presentation on wills and estates, which saw 35 adults attend online. Article Club met and discussed the role of armed protesters in the United States. Book Club discussed Jhumpa Lahiri's *The Lowland*.

In anticipation of opening the library bookstacks to browsing, library staff worked on weeding the various collections and neatening shelves, as well as creating new signage for shelves.

Our two study rooms that had been the offices for two Public Works employees became the offices for the City's two new GIS interns. The interns have been warmly welcomed by library staff.

Library staff attended City training for a new 'language line' service. This service will allow us to be able to serve non-English speakers better by directly translating between staff and patrons over the phone.

As of May 27, in accordance with City of Wilsonville policy, the library modified its mask policy to allow people who are fully vaccinated (fourteen days past the final COVID-19 vaccine shot) to not wear a mask inside the library.

-Pat Duke, Library Director



May 2021 Parks & Rec Report

Monthly Department Overview:

It is really starting to feel like summer over here at Parks and Rec! It's the busiest and most exciting time of the year. Shelter rentals are open, water features are on, summer camps are filling up, and our parks are humming with community members! With Covid-19 regulations beginning to change, the department has begun to plan for larger community events like Movies in the Park! Don't miss this year's movie line-up! Locations of movies will be announced in mid-June. All movies begin at dusk.

July 16—Scoob (2020)

July 30—The Secret Garden (2020)

August 13—A Beautiful Day in the Neighborhood (2019)

August 27—Raya and the Last Dragon (2021)

The Wilsonville Activity Guide for Summer 2021 is now posted on our website at WilsonvilleParksandRec.com. A host of summer camps are available and currently open for registration. The recreation team will be updating the activity guide on a rolling basis as Covid-19 guidelines fluctuate to (hopefully) allow the department to host a variety of community events and classes. Check our website often for up to date information on what is being offered through Parks and Recreation.

Recreation Updates:

Summer Activity Guide—Now Online, Registration Open!

It is with great pleasure that the department announces the posting of the Summer 2021 Activity Guide! Our camps, programs, and special events may look a bit different this year but we cannot wait to see you in person! The department is closely following guidance from the Oregon Health Authority, the Center for Disease Control, and the Oregon Governor's office. While guidance is constantly changing, Wilsonville Parks and Recreation kindly asks that you please follow any posted signage at parks, facilities, and events. That being said, we will update the activity guide periodically as guidance allow us to (hopefully) provide more opportunities for classes and community events, so check back often to see what's been added!

May Virtual Craft— Floating Chalk Prints

Recreation Coordinator, Erica Behler ran a virtual craft event this month on Facebook Live. Participants learned how to create decorative paper by using chalk in water to create a marbling effect.

Water Features—Water Features are OPEN!

The City's water features are on! They are open daily from 10am—8pm.

Summer Special Events Planning

Movies in the Park will return in Summer 2021! Location of movies will be determined in mid-June. All movies begin at dusk.

July 16—Scoob (2020)

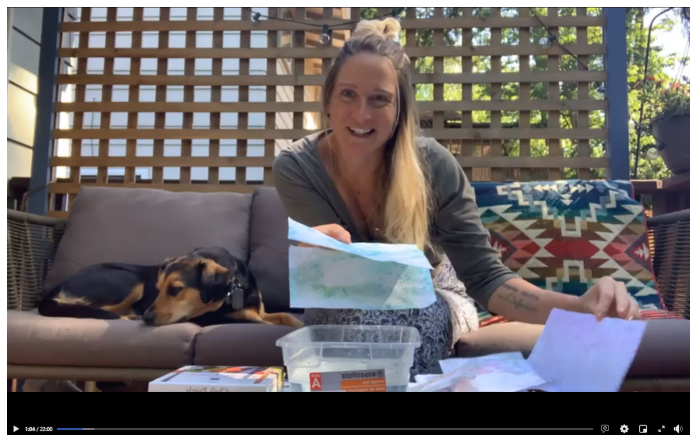
July 30—The Secret Garden (2020)

August 13—A Beautiful Day in the Neighborhood (2019)

August 27—Raya and the Last Dragon (2021)

July is National Parks and Rec Month!

July is National Parks and Recreation month and the department has a few plans up their sleeves for some special events throughout the month. Keep an eye out on our website for details to come soon!



SUMMER CAMPS

June - Aug 2021

Soccer Shots | Ages 3 - 5 | Saturdays, June 12 - Aug 21 | 11:35AM - 12:10PM | \$199 | Memorial Park

Soccer Shots coaches provide developmentally-appropriate curriculum that emphasizes creative play, enjoyment of sport, and character building lessons. Using creative and imaginative games, weekly sessions focus on basic soccer skills like dribbling, passing, and shooting. We also highlight a positive character trait each session, such as respect, teamwork, and appreciation.

Skyhawks Tennis Camp | Ages 7 - 14 | June 21 - June 25 | 9AM - 12PM | \$135 | Memorial Park

Skyhawks tennis breaks down the fundamental skills of tennis through easily understood games and exercises to help improve the athlete's overall coordination and technique. Players learn proper grips, footwork, strokes, volleys and serves during a series of drills designed to teach skills in a fun and dynamic way. Athletes will learn the rules and etiquette that make tennis such an exciting game to play.

Moving with Science | Ages 5 - 7 | June 28 - July 2 | 9AM - 12PM | \$200 | Memorial Park

Join the Mad Scientist in a fun-filled exploration of how science keeps our world moving. Take a close-up look at a wide array of scientific disciplines including chemistry, biology, engineering, physics and optics. Take apart owl pellets to see what they cannot digest! Join a team of camp engineers and build bridges, domes, cubes and pyramids. Make your own sidewalk chalk, crystal garden and a chromatography-dyed T-shirt!

Girls Earth Skills | Ages 9 - 14 | July 12 - July 16 | 9AM - 4PM | \$320 | Mary S. Young Park

Participants will work in teams and independently to master new skills like knots, knife use, shelter building and fire. We explore the natural world, where participants discover connections that will enrich their lives and experience. Instructors guide and empower participants through lessons, scenarios, conversations and play. Other skills taught include cordage, signaling, first aid, self-care in the backcountry, and orienteering.

Secret Agent Lab | Ages 7 - 12 | July 19 - July 23 | 1PM - 4PM | \$200 | Memorial Park

Look out 007 - the Mad Science Spy Academy is in session! Step into the shoes of a spy in action from decoding messages, to metal detecting and using night vision goggles. Campers will have the opportunity to check out other spy equipment and even create their own edible messages learning how to communicate stealthily just like real spies.

Advanced Wilderness Survival | Ages 9 - 14 | Aug. 9 - Aug. 13 | 9AM - 4PM | \$320 | Mary S. Young Park

This camp goes in depth into critical survival skills and cool scenarios that are both challenging and fun. Participants work independently and in teams to problem solve and master the basics of shelter, fire, tool use, traps, rope and knots, plant uses, animal tracking, primitive skills, navigation and more. Campers build confidence, leadership skills, common sense, and responsibility while having a blast with new friends. We play survival themed games and the week ends with an exciting final scenario and a certificate of achievement.



Visit WilsonvilleParksandRec.com/SummerCamps
for a full list of Summer Camp offerings!
OVER 40 CAMPS OPEN!

Your child's safety is our number one priority. All Camps will adhere to Oregon Health Authority guidelines for Youth Programs.



MOVIES IN THE PARK

Sponsored by:



July 16
Scoob



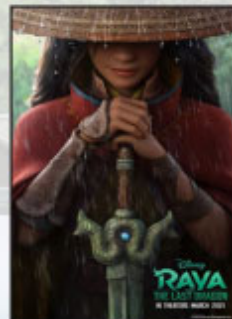
July 30
The Secret Garden



August 13
A Beautiful Day
in the Neighborhood



August 27
Raya & the Last
Dragon



All movies are free and will be shown on an inflatable screen.
Food will not be for sale at the movie, however, please feel free to bring your own snacks or meal from home or local restaurant.
Location of Summer Movies will be announced in mid June.



Community Center Updates:

- Small Group Training and Personal Training transitioned to in person. The groups, led by Fitness Specialist, Brad Moore meet at the Grove Shelter in Murase Plaza (cover picture)
- Community Center staff hosted a May drive-thru event with 40 community members coming by to grab an ice cream sandwich, some take home crafts and some brain teaser puzzles.
- Nutrition staff continues to offer home delivered meals to 90+ clients per month.
- The Parks and Recreation Department partnered with the Korean War Veterans Association and the Korean War Memorial Foundation of Oregon to host a Memorial Day Remembrance Ceremony at Town Center Park. Mayor Fitzgerald and Councilor West represented the City of Wilsonville at the event.

Board Highlights

Kitakata Sister City Advisory Board— It is with heavy hearts that the department announces the passing of one of the Kitakata Sister City Advisory Board members, Cathy Rice. Cathy was a long standing member of the previous Wilsonville Sister City Association, and gave her heart to her community. She served as both chair and vice chair of the Wilsonville Sister City Association, and made many lasting connections with friends and counterparts in Kitakata, Japan. Cathy was incredibly humble in her work, and the city is very grateful for the time she gave serving her community. She will be sorely missed.

Korean War Memorial Foundation of Oregon – The Parks and Recreation Department partnered with the Korean War Veterans Association and the Korean War Memorial Foundation of Oregon to host a Memorial Day Remembrance Ceremony at Town Center Park.

Parks and Rec Advisory Board – During the May advisory board meeting, the Department gave the board a brief budget overview, and made themselves available for any questions the board might have had for programs/classes/facilities moving forward through the summer.

Wilsonville Community Seniors Inc. — The WCSI met in person for the first time in over a year for their May meeting. The Board began to discuss program ideas that can be implemented in collaboration with Center staff.

Parks Maintenance

Annual Displays

The community will notice new installations of annual flowers near the primary park signs at Memorial Park, Murase Plaza and Town Center Park. These seasonally rotating displays are a full parks team collaboration. Bringing veteran team experience and new knowledge together results in a process to keep displays current and vibrant all year.



BEFORE



AFTER

Boeckman Trail Erosion Mitigation

Installation of new split rail fence along the Boeckman Creek Trail is a critical step in a plan to reduce erosion and promote safety. The fence has been installed in areas where erosion is a concern and where the trail edge is near drop offs. A multidisciplinary team will continue to implement native plantings for habitat restoration and to help reduce the effects of cut through erosion paths in these areas.



BEFORE



AFTER



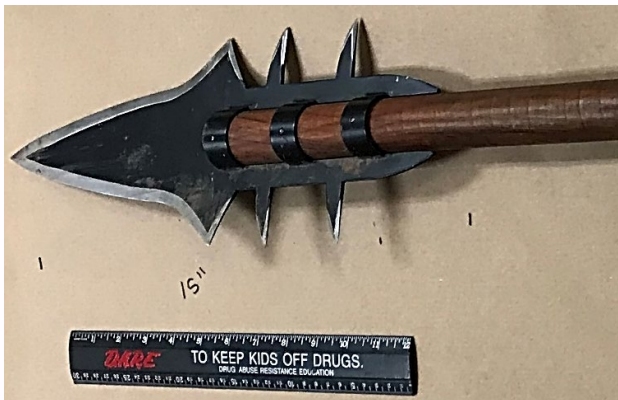
City of Wilsonville Police

May 2021

Law enforcement agencies across the United States have seen a spike in catalytic converter thefts from vehicles of all types. Wilsonville Police began receiving reports in late September 2020, and have been focusing more attention, primarily at night, on business complexes and areas of high-density parking. As of yet, little suspect information has developed. It appears several unrelated groups of people or persons are involved. The precious metals found in catalytic converters make them desirable when it comes to recycling for cash. The Oregon State Senate recently approved Senate Bill 803, forwarding it to the House. The bill prohibits scrap metal businesses from purchasing converters except from a commercial seller, and requires obtaining specific information at the time a purchase is made.

81st OREGON LEGISLATIVE ASSEMBLY-2021 Regular Session

Senate Bill 803



At approximately 8:45 p.m. on May 9, 2021, Wilsonville Police responded to a domestic disturbance in the Canyon Creek area. Chance Hayden Arana was taken into custody after meeting officers at the front door of his residence with a 4' spear, that had a 1' fixed blade. He was in a crouched and bladed stance, holding the spear, and appeared ready to strike.

Officers quickly maneuvered out of range. No one was hurt and Arana was lodged on charges of Resisting Arrest and three counts of Menacing. This case has been forwarded to the District Attorney's Office in Clackamas County.

Towards the end of May, Wilsonville Police received reports of a black bear within the City's limits. Pictured here is the bear (small yellow circle) and a building (large circle). It was taken by a resident in the Morey's Landing neighborhood, in a wooded space west of Wilsonville's Water Treatment Plant.

No one reported being approached by the bear.

The Oregon Department of Wildlife is a good resource for more information about bears in Oregon. They can be reached at 971-673-6028 or through their website, at

https://www.dfw.state.or.us/wildlife/living_with/black_bears.asp



This picture was forwarded to Wilsonville Police by Dan Pauly, AICP, Planning Manager for the City of Wilsonville.

WILSONVILLE MONTHLY ACTIVITY REPORT May 2021

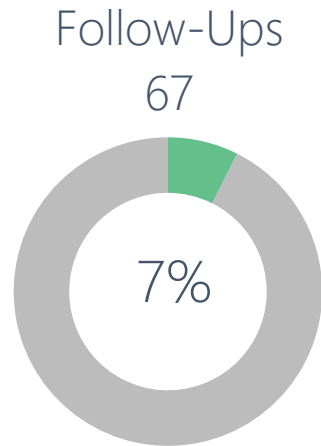
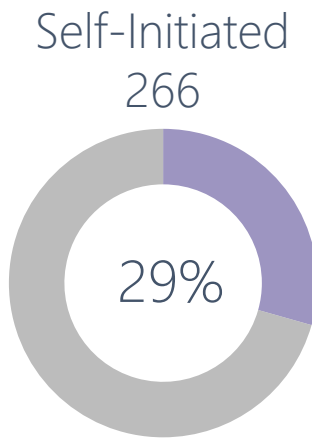
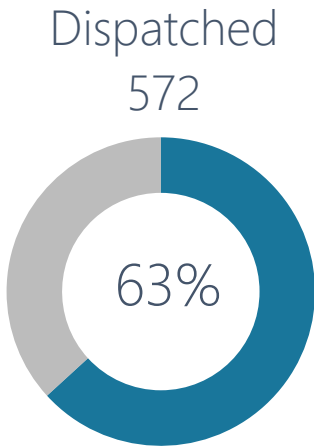
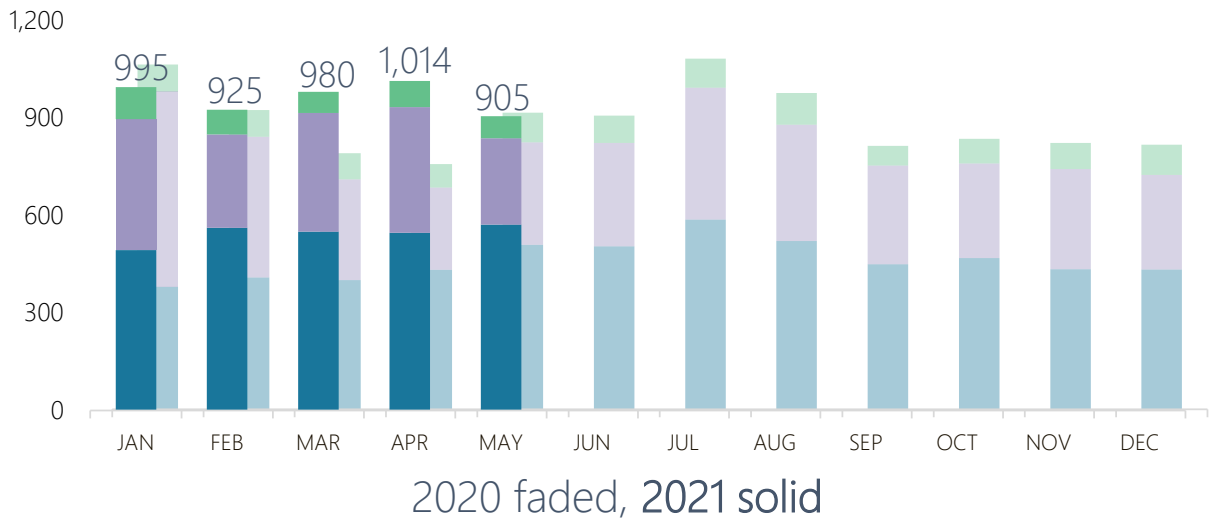


CITY OF WILSONVILLE POLICE DEPARTMENT
30000 SW Town Center Loop
Wilsonville, OR 97070

In Partnership with



**Clackamas County
Sheriff's Office**



18.5

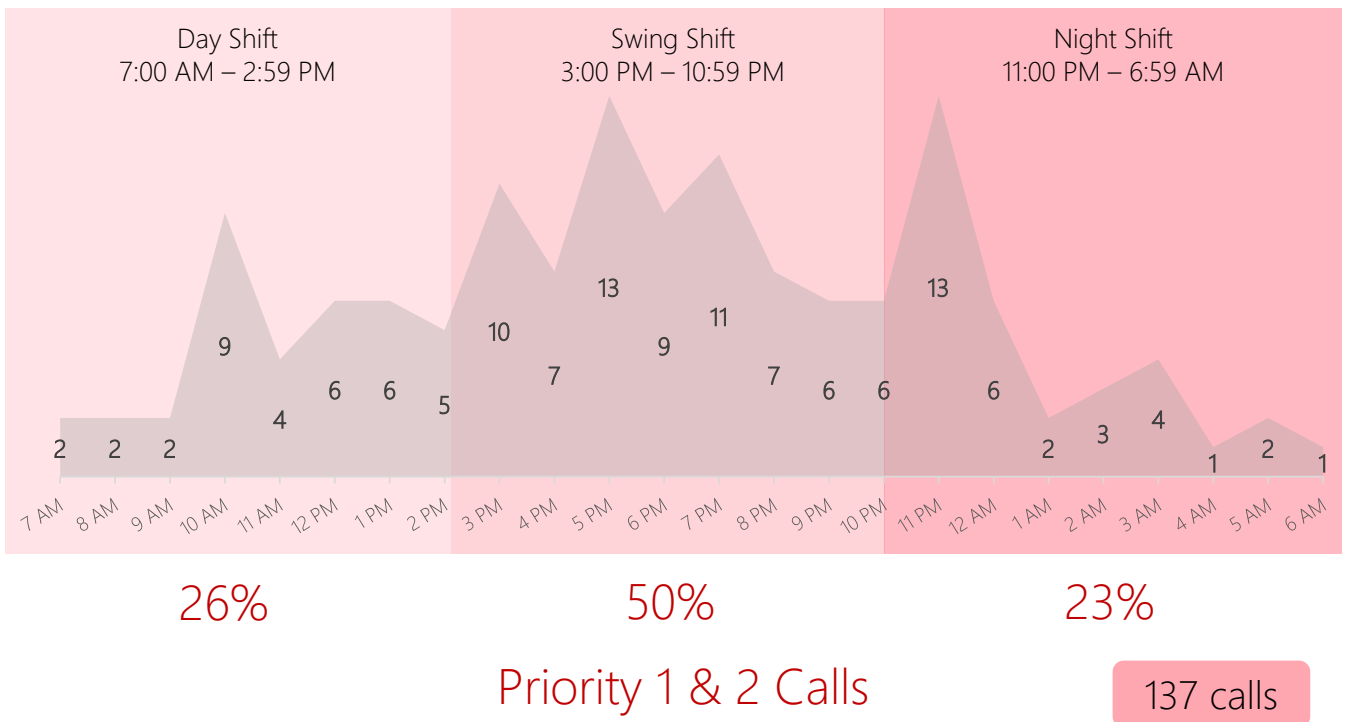
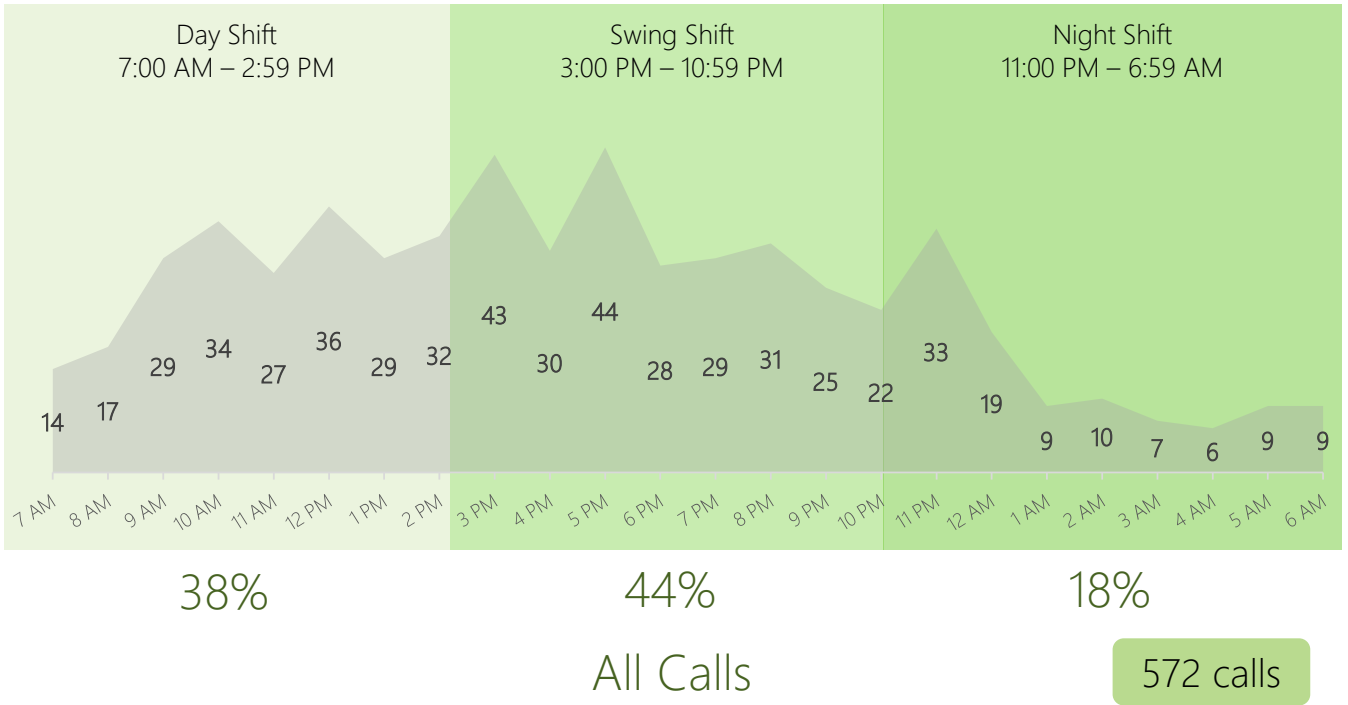
Daily Average Calls
8.6

2.2

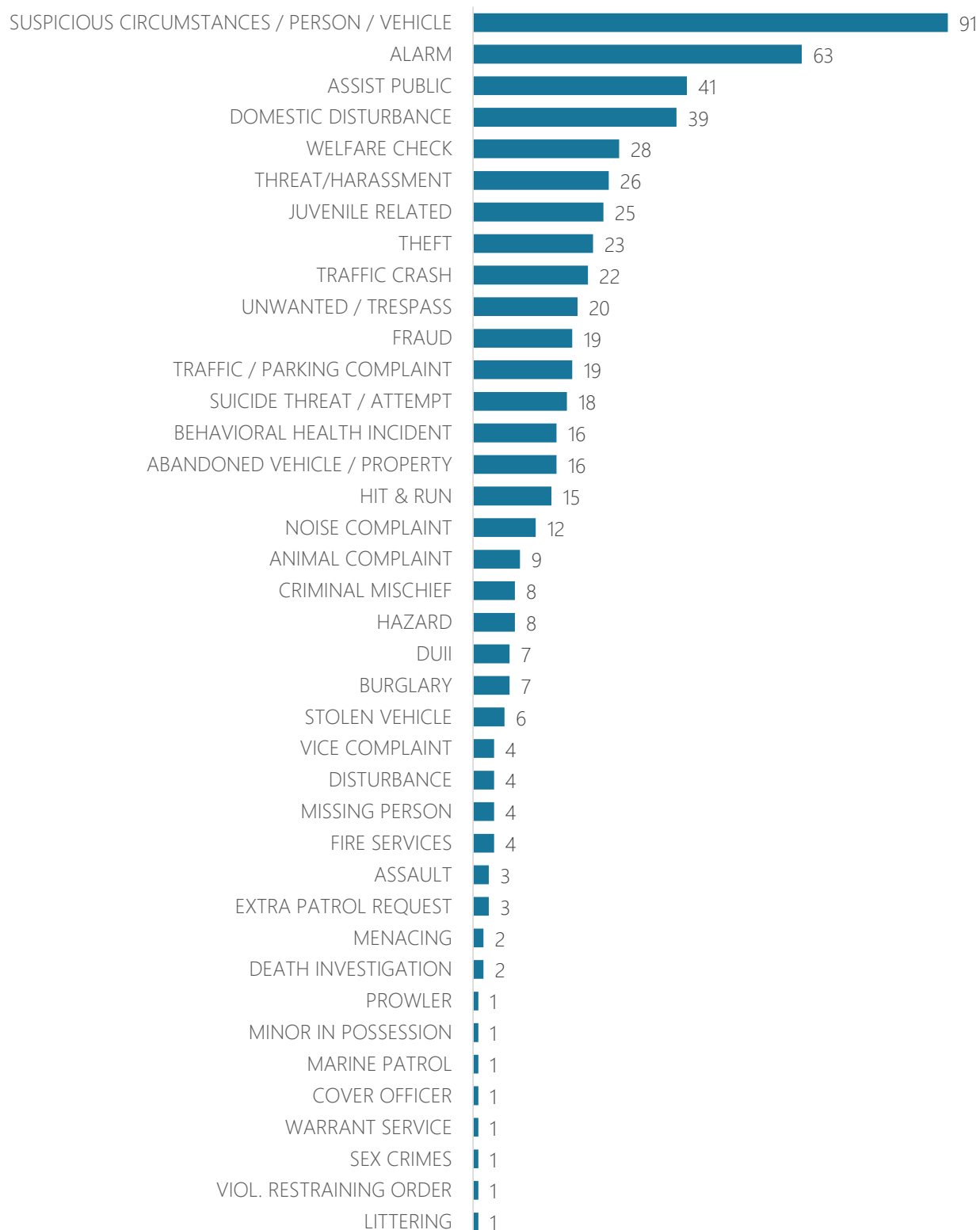
Median Hold & Response Times for Dispatched Calls

Duration Type	All Calls	Priority 1 & 2 Calls
Hold Duration (Input to Dispatch)	3:27	2:07
Response Duration (Dispatch to Arrival)	5:14	4:51

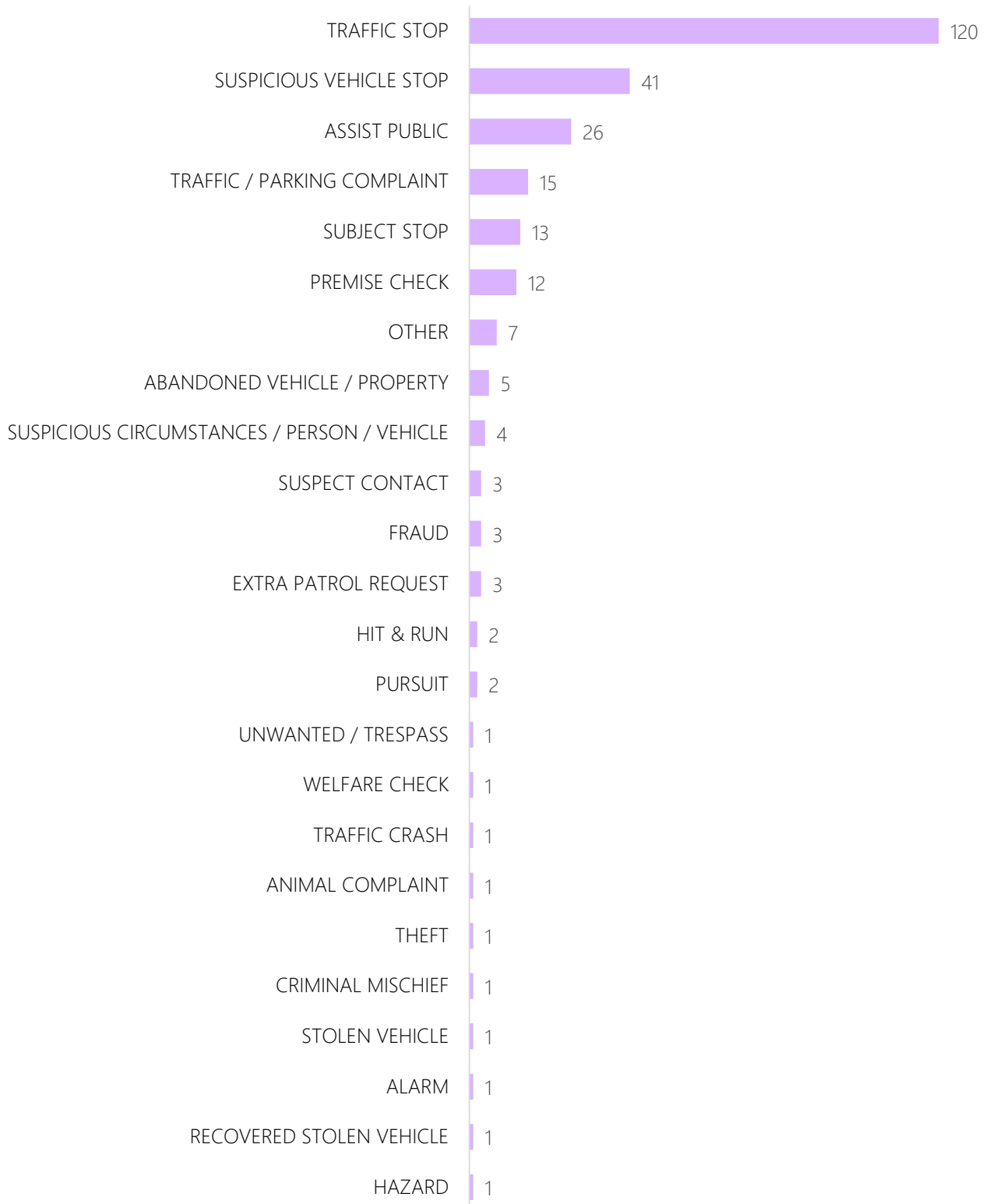
Dispatched Calls for Service Breakdown by Hour of Day & Shift Time Groupings (not actual breakdown of Wilsonville PD shift schedules)



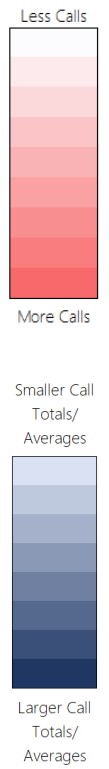
Dispatched Call Types



Self-Initiated Call Types



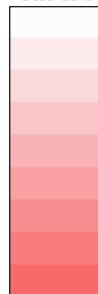
Dispatched Call Types	2020							2021					Rolling Monthly Average
	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	
ABANDONED VEHICLE / PROPERTY	18	14	20	16	10	10	6	7	7	10	18	16	12.7
ALARM (2nd)	45	53	49	48	55	60	38	48	69	49	49	63	52.2
ANIMAL COMPLAINT	18	26	26	11	18	10	18	13	17	21	17	9	17.0
ARSON	0	0	0	1	0	0	0	0	0	0	0	0	0.1
ASSAULT	4	4	7	1	4	2	2	4	7	3	2	3	3.6
ASSIST PUBLIC (4th)	42	62	35	39	44	30	28	31	34	24	31	41	36.8
BEHAVIORAL HEALTH INCIDENT	16	25	11	24	20	27	26	16	35	37	12	16	22.1
BURGLARY	5	3	10	3	10	3	8	3	1	3	0	7	4.7
COVER OFFICER	1	4	4	0	0	1	1	0	1	2	1	1	1.3
CRIMINAL MISCHIEF	21	13	22	18	12	14	16	7	7	6	12	8	13.0
DEATH INVESTIGATION	4	2	4	1	1	4	3	3	2	3	4	2	2.8
DISTURBANCE	6	13	11	8	8	6	7	7	7	4	10	4	7.6
DOMESTIC DISTURBANCE	35	23	27	17	32	22	25	35	32	33	32	39	29.3
DUII	1	4	7	2	5	12	6	4	6	3	6	7	5.3
EXTRA PATROL REQUEST	0	0	5	3	1	3	0	1	0	1	2	3	1.6
FIRE SERVICES	7	5	7	2	10	9	7	3	10	7	5	4	6.3
FRAUD	19	31	29	18	10	18	25	16	22	23	14	19	20.3
HAZARD	3	5	6	5	10	7	9	4	14	5	8	8	7.0
HIT & RUN	9	15	17	9	11	3	12	19	11	9	10	15	11.7
JUVENILE RELATED	24	22	14	12	16	13	18	10	10	10	14	25	15.7
LITTERING	1	3	0	2	0	0	0	1	0	0	0	1	0.7
MARINE PATROL	0	0	1	0	0	0	0	0	0	0	0	1	0.2
MENACING	0	0	1	2	3	0	0	0	1	3	1	2	1.1
MINOR IN POSSESSION	1	1	1	0	1	2	0	0	0	0	1	1	0.7
MISSING PERSON	6	1	4	3	2	3	6	7	1	5	4	4	3.8
NOISE COMPLAINT	21	16	15	13	12	7	3	15	9	6	13	12	11.8
OTHER	2	4	0	0	0	0	2	0	0	1	2	0	0.9
OVERDOSE	2	1	0	1	0	0	1	2	1	4	1	0	1.1
PREMISE CHECK	0	0	0	0	0	0	0	0	1	0	1	0	0.2
PROMISCUOUS SHOOTING	0	0	3	0	1	1	0	1	4	0	0	0	0.8
PROWLER	1	1	0	0	2	0	0	0	0	0	0	1	0.4
RECOVERED STOLEN VEHICLE	3	2	1	1	1	2	1	3	1	0	0	0	1.3
ROBBERY	1	1	0	1	2	0	0	1	0	0	0	0	0.5
SEX CRIMES	0	4	3	1	4	2	4	0	1	1	2	1	1.9
SHOOTING	0	0	1	0	0	0	1	0	0	0	1	0	0.3
STOLEN VEHICLE	8	11	10	11	6	7	7	8	7	7	1	6	7.4
SUICIDE THREAT / ATTEMPT	10	11	14	13	9	13	9	13	6	8	13	18	11.4
SUSPECT CONTACT	3	1	0	1	1	2	0	0	0	0	0	0	0.7
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE (1st)	87	107	82	106	85	70	77	68	74	78	88	91	84.4
THEFT (3rd)	51	64	48	57	49	39	47	46	46	37	46	23	46.1
THREAT/HARASSMENT	32	23	21	20	18	23	20	16	21	20	17	26	21.4
TRAFFIC / PARKING COMPLAINT	18	26	22	15	21	27	18	19	16	30	35	19	22.2
TRAFFIC CRASH	13	15	14	8	12	15	17	9	10	14	15	22	13.7
TRAFFIC STOP	0	1	0	0	0	0	0	0	0	0	0	0	0.1
UNWANTED / TRESPASS	23	27	24	19	13	25	27	23	26	30	17	20	22.8
VICE COMPLAINT	7	4	0	5	5	3	4	0	3	5	7	4	3.9
VIOL. RESTRAINING ORDER	2	6	7	6	8	4	5	1	0	3	3	1	3.8
WARRANT SERVICE	0	1	0	2	0	1	0	1	0	0	1	1	0.6
WELFARE CHECK (5th)	40	58	50	20	37	27	22	28	42	45	31	28	35.7
GRAND TOTAL	610	713	633	545	569	527	526	493	562	550	547	572	570.6



*Top 5 dispatched call types in last 12 months in red

Self-Initiated Call Types	2020							2021					Rolling Monthly Average
	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	
ABANDONED VEHICLE / PROPERTY	1	4	5	7	5	9	6	2	5	4	4	5	4.8
ALARM	0	0	0	0	1	0	0	2	0	1	1	1	0.5
ANIMAL COMPLAINT	4	4	3	4	2	2	2	1	3	1	0	1	2.3
ASSAULT	0	0	0	0	0	0	0	1	0	0	0	0	0.1
ASSIST PUBLIC (4th)	26	16	33	28	21	24	22	21	16	20	27	26	23.3
BEHAVIORAL HEALTH INCIDENT	0	0	0	0	1	1	0	0	2	0	1	0	0.4
BURGLARY	0	0	0	0	0	0	0	1	0	0	0	0	0.1
CRIMINAL MISCHIEF	0	1	1	4	0	1	0	0	0	0	1	1	0.8
DEATH INVESTIGATION	0	0	0	0	1	0	0	0	0	0	0	0	0.1
DISTURBANCE	0	0	0	0	1	0	1	0	0	0	0	0	0.2
DOMESTIC DISTURBANCE	0	0	0	0	0	0	1	1	1	0	0	0	0.3
DUII	0	0	1	0	0	0	0	0	0	0	0	0	0.1
EXTRA PATROL REQUEST	2	3	3	0	0	7	0	1	1	1	0	3	1.8
FIRE SERVICES	0	0	0	0	0	1	0	1	0	0	0	0	0.2
FRAUD	2	2	3	3	1	0	0	2	2	2	0	3	1.7
HAZARD	1	3	3	4	1	5	2	4	19	4	2	1	4.1
HIT & RUN	0	0	0	1	0	0	0	0	0	0	0	2	0.3
JUVENILE RELATED	0	0	1	4	0	0	0	1	0	1	0	0	0.6
K9 REQUEST	0	1	1	0	0	0	0	2	1	0	0	0	0.4
MISSING PERSON	0	0	0	1	1	0	0	0	0	0	0	0	0.2
NOISE COMPLAINT	0	1	0	0	0	0	0	0	1	0	0	0	0.2
OTHER	5	1	2	8	2	6	2	4	2	12	13	7	5.3
PREMISE CHECK (3rd)	99	98	38	34	26	33	51	47	12	13	13	12	39.7
PURSUIT	0	0	1	0	0	0	0	1	0	1	2	2	0.6
RECOVERED STOLEN VEHICLE	0	1	0	1	0	1	3	1	0	1	3	1	1.0
SEX CRIMES	1	0	1	0	0	0	1	0	0	0	0	0	0.3
STOLEN VEHICLE	1	0	0	1	0	0	1	0	0	0	0	1	0.3
SUBJECT STOP (5th)	34	28	29	22	22	7	14	20	12	13	10	13	18.7
SUICIDE THREAT / ATTEMPT	0	0	0	0	0	1	0	0	0	0	0	0	0.1
SUSPECT CONTACT	3	4	4	1	0	3	0	3	1	1	2	3	2.1
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE	10	19	13	8	6	6	4	7	5	1	4	4	7.3
SUSPICIOUS VEHICLE STOP (2nd)	58	103	78	75	94	96	83	84	51	75	39	41	73.1
THEFT	3	2	1	2	1	0	1	1	1	0	0	1	1.1
THREAT/HARASSMENT	0	0	0	0	1	0	1	0	0	0	0	0	0.2
TRAFFIC / PARKING COMPLAINT	9	10	15	16	10	11	6	10	7	18	16	15	11.9
TRAFFIC CRASH	1	2	0	1	1	2	2	0	0	2	1	1	1.1
TRAFFIC STOP (1st)	121	187	199	146	154	155	152	184	143	191	244	120	166.3
UNWANTED / TRESPASS	1	0	0	0	0	1	0	0	0	1	0	1	0.3
VICE COMPLAINT	0	0	1	0	0	0	0	0	0	0	0	0	0.1
VIOL. RESTRAINING ORDER	0	0	0	0	1	0	0	0	0	0	0	0	0.1
WARRANT SERVICE	3	1	1	0	1	1	0	0	0	2	1	0	0.8
WELFARE CHECK	3	1	0	0	1	3	0	1	2	0	2	1	1.2
GRAND TOTAL	388	492	437	371	355	376	355	403	287	365	386	266	373.4
	4,481												

Less Calls



More Calls

Smaller Call Totals/Averages



Larger Call Totals/Averages

*Top 5 dispatched call types in last 12 months in red

Dispatched Call Types

Dispatched Call Type	May		% Difference
	2020	2021	
TRAFFIC CRASH	8	22	175%
BURGLARY	3	7	133%
SUICIDE THREAT / ATTEMPT	8	18	125%
HAZARD	4	8	100%
MENACING	1	2	100%
VICE COMPLAINT	2	4	100%
DUII	4	7	75%
JUVENILE RELATED	15	25	67%
ASSAULT	2	3	50%
EXTRA PATROL REQUEST	2	3	50%
ABANDONED VEHICLE / PROPERTY	11	16	45%
DOMESTIC DISTURBANCE	31	39	26%
HIT & RUN	12	15	25%
THREAT/HARASSMENT	22	26	18%
ALARM	55	63	15%
ASSIST PUBLIC	38	41	8%
BEHAVIORAL HEALTH INCIDENT	16	16	0%
COVER OFFICER	1	1	0%
FRAUD	19	19	0%
LITTERING	1	1	0%
MINOR IN POSSESSION	1	1	0%
PROWLER	1	1	0%
SEX CRIMES	1	1	0%
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE	96	91	-5%
UNWANTED / TRESPASS	22	20	-9%
MISSING PERSON	5	4	-20%
TRAFFIC / PARKING COMPLAINT	24	19	-21%
WELFARE CHECK	40	28	-30%
FIRE SERVICES	6	4	-33%
NOISE COMPLAINT	20	12	-40%
DISTURBANCE	7	4	-43%
CRIMINAL MISCHIEF	16	8	-50%
DEATH INVESTIGATION	4	2	-50%
WARRANT SERVICE	2	1	-50%
ANIMAL COMPLAINT	26	9	-65%
THEFT	67	23	-66%
STOLEN VEHICLE	18	6	-67%
VIOL. RESTRAINING ORDER	6	1	-83%
OTHER	2	0	-100%
PREMISE CHECK	1	0	-100%
PROMISCUOUS SHOOTING	3	0	-100%
RECOVERED STOLEN VEHICLE	5	0	-100%
ROBBERY	1	0	-100%
SUBJECT STOP	1	0	-100%
SUSPECT CONTACT	4	0	-100%
MARINE PATROL	0	1	NC
Grand Total	634	572	-10%

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

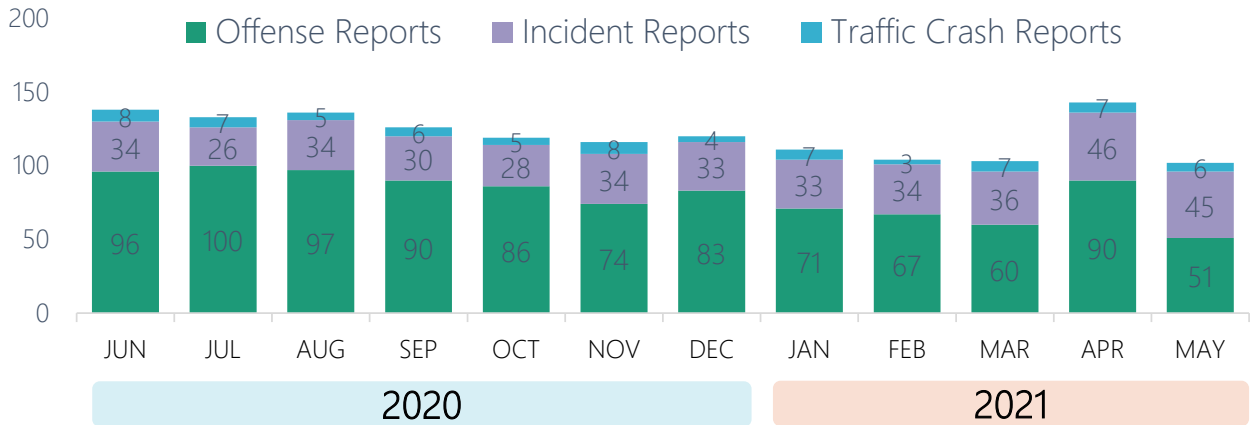
Self-Initiated Call Type	May		% Difference
	2020	2021	
SUSPECT CONTACT	1	3	200%
OTHER	4	7	75%
ABANDONED VEHICLE / PROPERTY	3	5	67%
ASSIST PUBLIC	16	26	63%
TRAFFIC / PARKING COMPLAINT	11	15	36%
CRIMINAL MISCHIEF	1	1	No Change
STOLEN VEHICLE	1	1	No Change
TRAFFIC CRASH	1	1	No Change
UNWANTED / TRESPASS	1	1	No Change
WELFARE CHECK	1	1	No Change
SUSPICIOUS VEHICLE STOP	51	41	-20%
EXTRA PATROL REQUEST	4	3	-25%
TRAFFIC STOP	183	120	-34%
SUBJECT STOP	21	13	-38%
THEFT	2	1	-50%
RECOVERED STOLEN VEHICLE	3	1	-67%
PREMISE CHECK	56	12	-79%
ANIMAL COMPLAINT	5	1	-80%
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE	21	4	-81%
FIRE SERVICES	2	0	-100%
K9 REQUEST	1	0	-100%
SUICIDE THREAT / ATTEMPT	1	0	-100%
ALARM	0	1	NC
FRAUD	0	3	NC
HAZARD	0	1	NC
HIT & RUN	0	2	NC
PURSUIT	0	2	NC
Grand Total	390	266	-32%

Increase

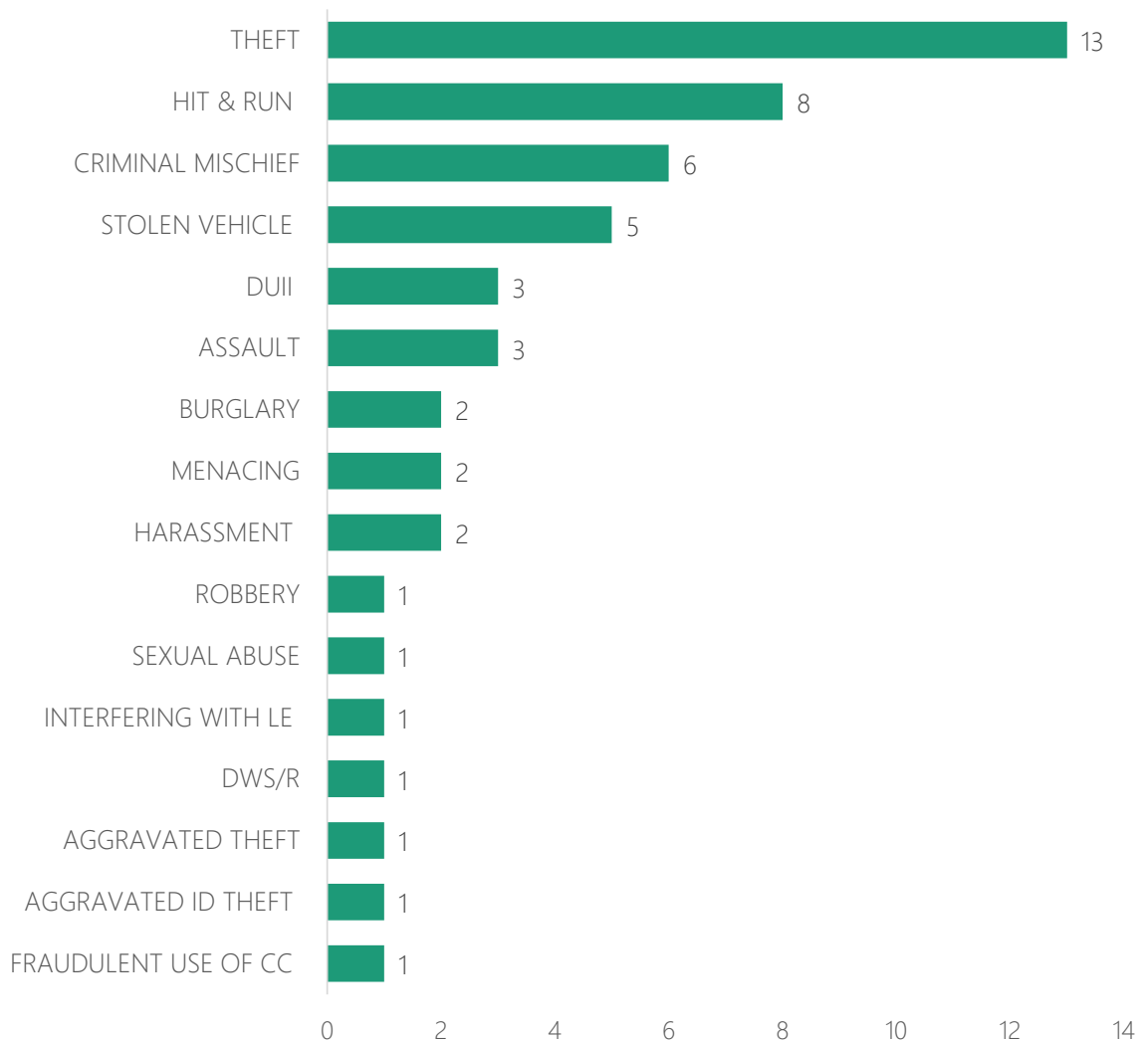
Decrease

NC = Not Calculable. A percentage difference is not calculable when the older value equals 0, as the newer value cannot divide into 0.

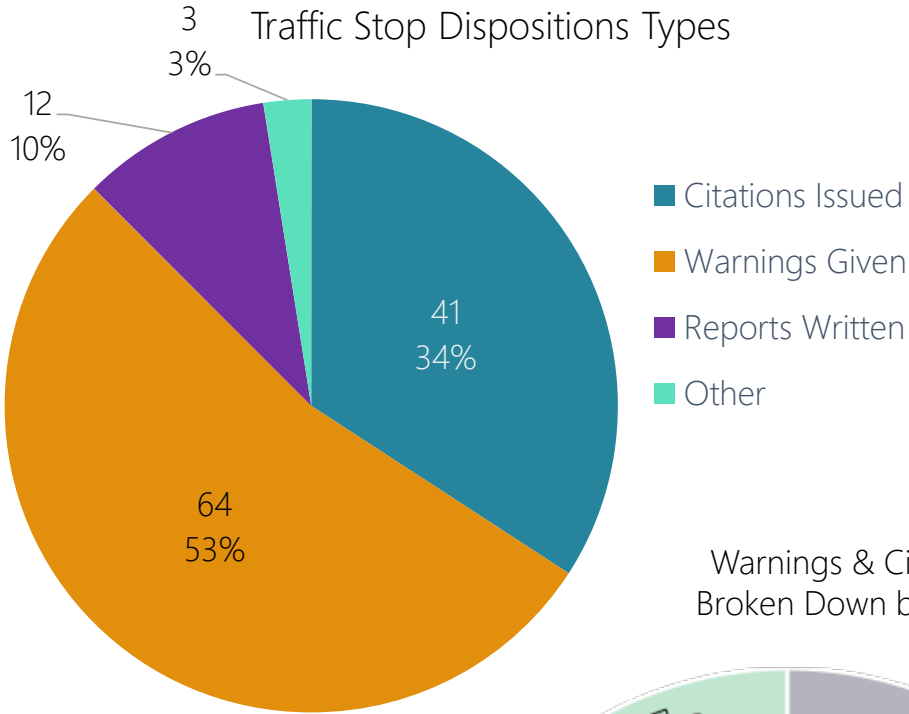
Monthly Reports Written



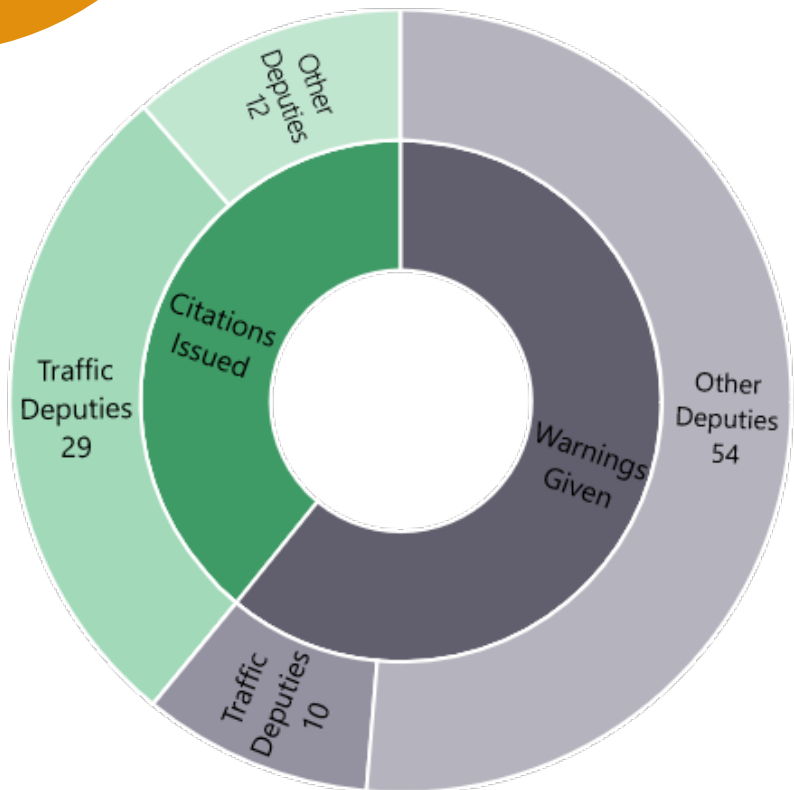
Offense Reports Written Breakdown by Top Charge



In May 2021, 120 traffic stops were made within the city limits, resulting in 41 citations issued, 64 warnings given, and 12 offense/incident reports created. Of the 41 citations issued, 55 violations were included (see next slide).

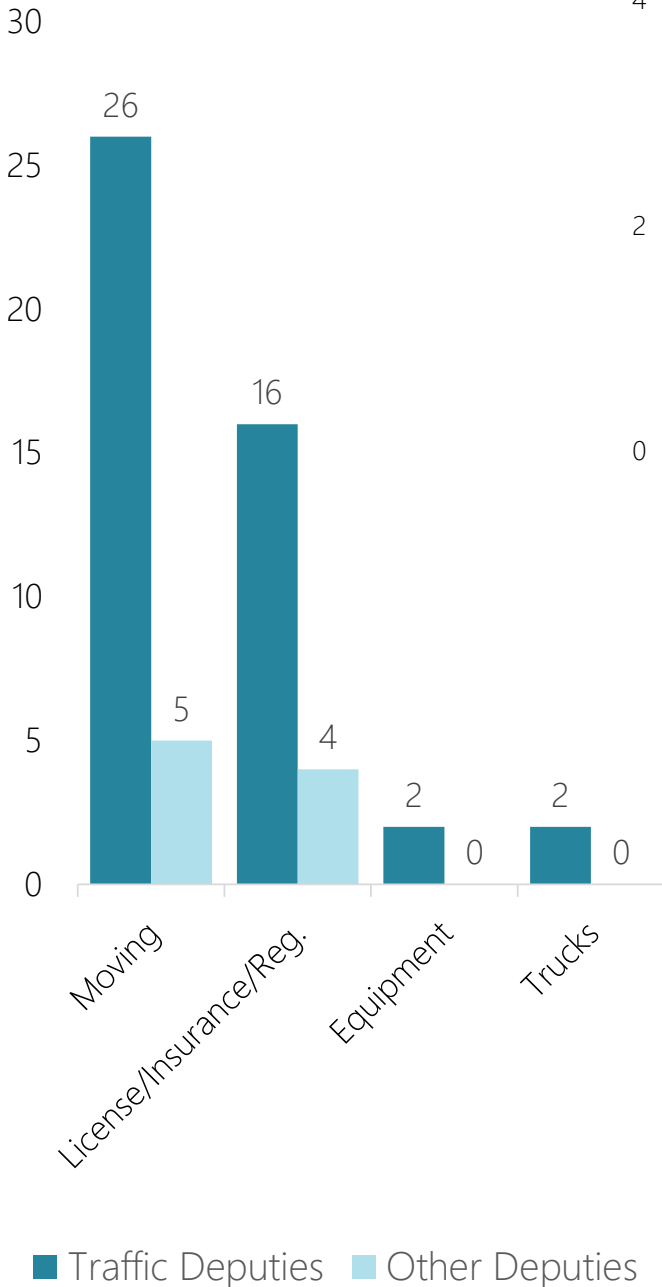


Warnings & Citations Issued Broken Down by Deputy Type

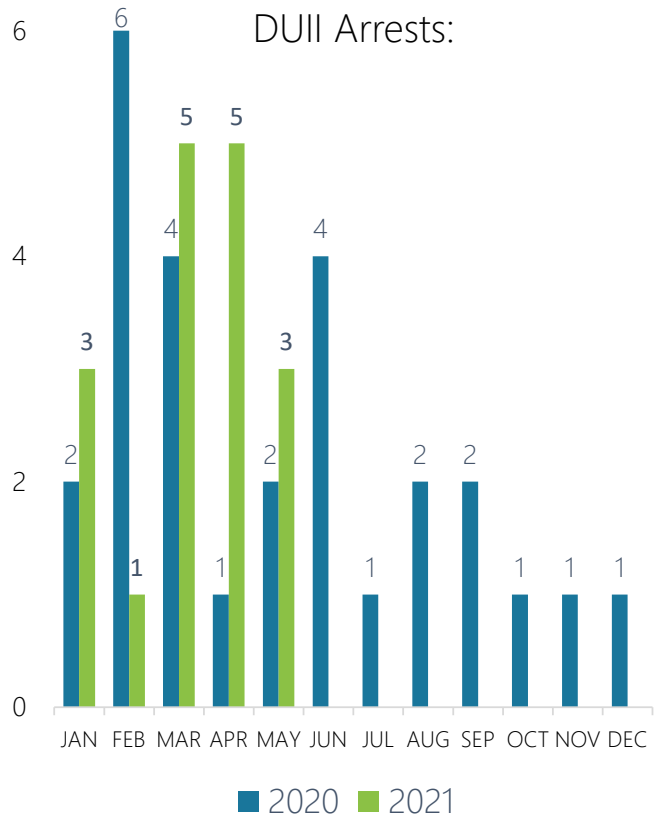


Citation Types Issued:

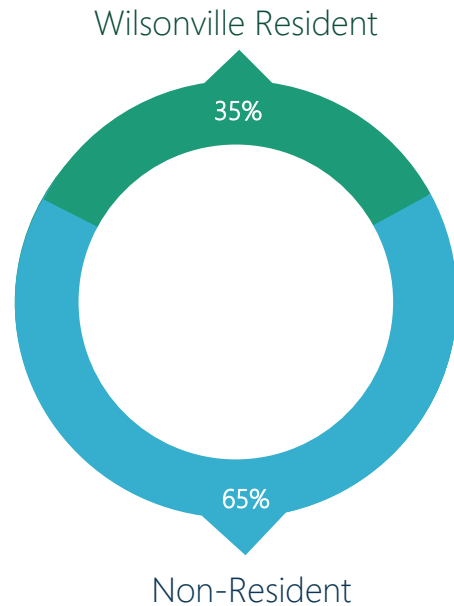
Of the 41 citations issued, 55 violations were included in the following types:



DUII Arrests:

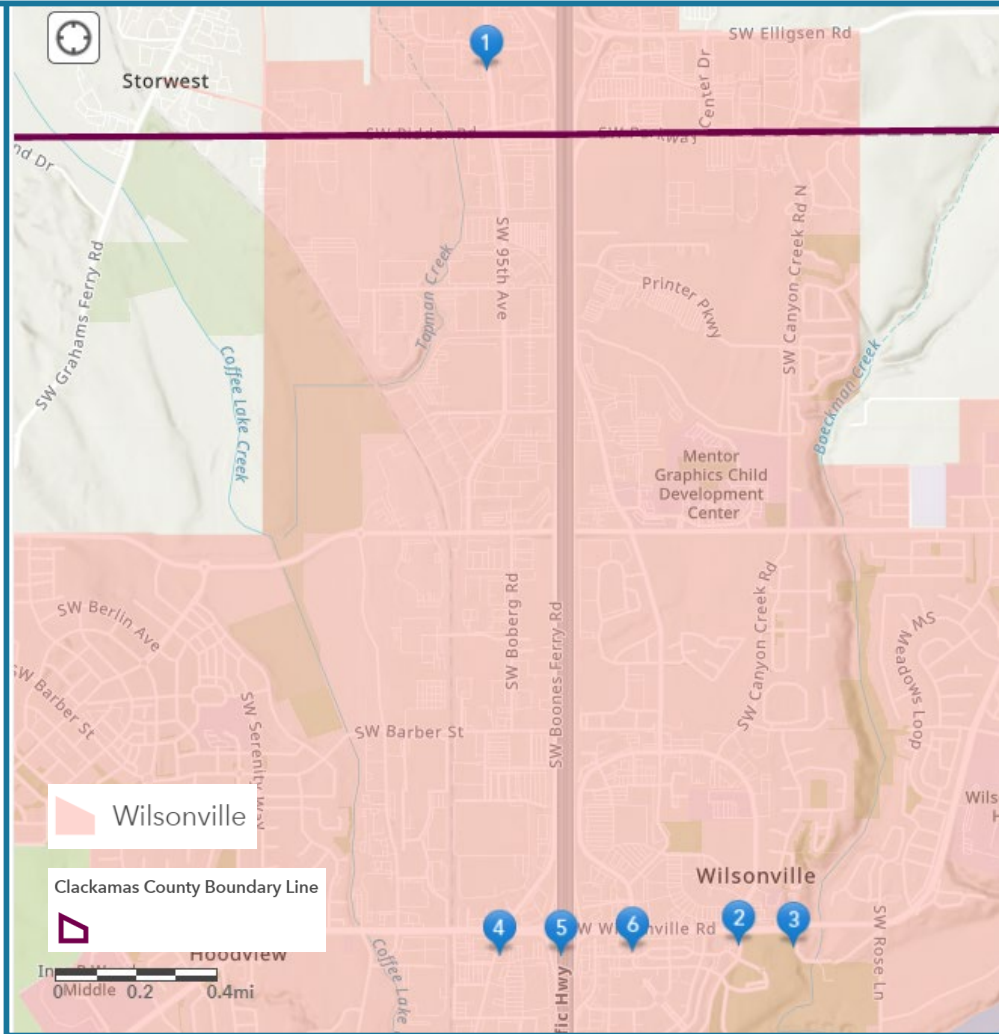


Driver's Residency of Traffic Stop Subject (according to DL):



Map of Traffic Crash Reports

Map #	Case	Date	Address
1	21-009236	May 05	SW 95TH AVE & SW COMMERCE CIR
2	21-009809	May 12	SW WILSONVILLE RD & SW TOWN CENTER LP E
3	21-010000	May 14	SW WILSONVILLE RD & SW KOLBE LN
4	21-010323	May 18	SW BOONES FERRY RD & SW WILSONVILLE RD
5	21-010474	May 20	SW WILSONVILLE RD & I-5
6	21-011008	May 27	SW TOWN CENTER LOOP W & SW WILSONVILLE RD





MAY 2021 MONTHLY REPORT

From The Director's Office:



The week of May 16 to May 22, 2021 was designated as **National Public Works Week**.

This year's theme is "**Stronger Together**" and the celebration is meant to raise awareness with our citizens about the role public works plays in creating a great place to live.

By working together, the impact citizens and public works professionals can have on their communities is magnified and results in the ability to accomplish goals once thought unattainable. This is evident by our unified response to the challenges our City has faced this past year with the Covid pandemic, wildfires and ice storms.

Public Works helps maintain our community's strength by providing needed operations and maintenance services in transportation, water, wastewater, and stormwater treatment, public buildings and grounds, and right-of-way management. Additionally, we provide emergency management and first response for community disasters.

Public Works strives for collaboration with internal and external stakeholders in the development of capital projects, infrastructure solutions, and quality of life services in recognition that we are "**Stronger Together**".



Best Regards,
Delora Kerber
Public Works Director

Facilities

What Do Mattresses and Shampoo Have in Common?

Bulky Waste Day and Toiletries Donations

On Saturday, May 22nd the City of Wilsonville teamed up with Republic Services for Bulky Waste Day. This event is popular, typically attracting around 350 vehicles and disposing approximately 40 tons of waste. With COVID-19 restrictions slowly easing, residents turned out in record numbers. The Republic Services team, led by Armando Arellano, Steven Baker, Salvador Navarro Lugo, and Brenda Wichman, did a fantastic job of getting participants in and out as fast as possible. This year, the team processed 471 vehicles and received 71.22 tons of waste.



Thank you, Republic Services!

Javid Yamin and Daniel Morena from the Facilities Department were there as well greeting people and graciously accepting their donations. Two truckloads of toiletries were collected and brought over to Leigh Crosby, the food bank director at Wilsonville Community Sharing. Another successful Bulky Waste Day event!



Loading up the donations

Roads

Artificial Rain

Irrigation Maintenance

Now that drier weather has arrived, the Roads crew is focusing on landscape maintenance tasks. This month, staff began checking the City's irrigation system in preparation for the summer temperatures. Each station is tested to ensure the irrigation system is working properly and to identify necessary repairs.



Planning the work



Unboxing components

Staff check for leaks in the irrigation lines, remove and change out sprinkler heads, and fine tune the sprinkler coverage to efficiently water all vegetation. Additionally, the crew is upgrading the irrigation controllers to further improve the timing for each station and reduce water usage city-wide while still keeping the vegetation green.



Sprinkler head adjustment



Completing repairs

Roads cont.

Prune, Weed, and Repeat

Landscape Maintenance

While checking the irrigation system, the Roads crew also perform maintenance on the landscape vegetation. Staff pruned bushes off the curbs and trim the trees to a minimum clearance height of 14 feet. Herbicide was sparingly applied to prevent weeds from establishing. Without intervention, weeds can dominate and compete with shrubs and trees for nutrients as well as becoming unsightly, unsafe and spreading to neighboring properties.



Pruning in the island



Weed prevention

Mulching for Health

White Oaks Upkeep

To help ensure the health of the native White Oak trees in the natural area near the Wilsonville Transit Center, the Roads Maintenance Crew spread three inches of mulch at the base of each tree out to the 'drip line'. A drip line is the outermost circumference underneath a tree's branches, where water drops down to the ground. This maintenance activity significantly reduces competition with nearby grasses for soil nutrients and helps to keep these important trees healthy.



Dropping buckets of mulch



Spreading mulch

Stormwater

Welcome Aboard!

New Employee

We are excited to announce the addition of Konnen Bell as our newest Utilities Maintenance Specialist in the Stormwater Division.

Konnen grew up in Canby, OR and most recently worked for a waste hauling company.

He has completed his safety training and is gaining on the job experience by working alongside our experienced Utilities Maintenance Specialist, Jay Herber.

We are happy to have Konnen as a member of the Public Works team.



Konnen Bell, Utilities Maintenance Specialist

Hiding Under Debris

Outfall Uncovered

The Stormwater crew is still addressing areas affected by tree debris left over from February's ice storm. Outfall structures are inspected annually in accordance to our required Municipal Separate Storm Sewer System (MS4) reporting. In the Morey's Landing neighborhood, a tree had fallen and completely covered an outfall. Water was not able to flow properly, leaving a significant amounts of sediment behind. After a few hours of removing tree branches, the outfall was cleared and checked for damage.



Outfall obscured by tree debris



All clear!

Stormwater Cont.

Going, Going, Gone

Storm Debris Finally Removed

Loading and hauling away of wood debris at the Wilsonville Transit Center is complete, and clean up has begun! After nearly three months of work by the Roads and Stormwater crews the transit center parking lot is nearly back to previous condition. Next step will be to crack seal and slurry coat the pavement.



The massive debris pile



Scooping chips



Loading the truck



Finally clear!

Utilities—Water & Wastewater

Let the Water Flow

Flushing Hydrants

During the month of May, the Water crew focused on flushing the distribution system. Flushing requires a lot of staff in order to keep the water flowing in the desired direction. The Wastewater crew pitched in to assist with getting the job done. Water main flushing is one of the most important preventative maintenance activities that the Water crew performs. Over time, water settles, ages and is affected by mineral deposits and loose sediment that slowly build up inside water mains. This could ultimately result in discolored water and reduced capacity in the pipe. These factors affect the quality and taste of the water, making it important to flush the system regularly.



Hydrant flushing outside Public Works

Flushing can remove water from areas of the system that have low water use since older water may no longer have the desired chlorine residual. It also allows the operators to verify the proper operation of the hydrants. If a hydrant is found to be malfunctioning it is promptly repaired in order to restore its fire protection capabilities.

Utilities—Water & Wastewater Cont.

Knocked Down and Getting Back Up

Hydrant Repair

The Water & Wastewater crews repaired a hydrant on Town Center Loop that was knocked over by a vehicle. Hydrant repairs can be a very physically demanding task. This particular repair required the combined effort of three people in order to remove the inner stem and main valve assembly from the hydrant. Once removed the inner components were replaced and the hydrant was reassembled.



Removing inner stem



Replacing stem



Setting new hydrant



Securing the new hydrant

SMART

SOUTH METRO AREA  REGIONAL TRANSIT

May 2021 Report



At an early age, most of us were taught to believe that seeking equality in most human pursuits is a primordial concept. I can only surmise that during prehistoric times, each cave-dwelling individual had an equal opportunity to be crushed by a Titanosaurus, mauled by a saber-toothed tiger, or consumed by some other behemoth lizard with razor-sharp teeth. Every man, woman, and child had an equal chance to be the meal du jour for one of the many beasts that ruled the land, sea, and air.

Hard to believe that the last time humans practiced true equality was the first time we practiced it, which leads some to suggest that equality is antediluvian at best.

Although equality in America perdures on the hallow pages of the Constitution and Declaration of Independence, too many Americans are chary of insisting that America be true what it put on parchment in 1789 - *"We hold these truths to be self-evident, that all men are created equal."* If you listen carefully, you can hear past, present, and future Americans remonstrating with long-suffering voices, *"So let it be written, so let it be done."*

Dwight Brashear
Transit Director



Fleet Services– Scott Simonton Fleet Services Manager

▶ Auction	▶ Title	▶ Price	▶ Status	▶ Paid	▶ Pick-up	Notes	▲ Date Ended	Copy
2486291	School Zone Flashers with Poles	\$331.00	●				Dec 11, 2019 2:30:00 PM PST	<input type="checkbox"/>
2486264	2008 Ford F-150 2WD	\$7,500.00	●				Dec 11, 2019 2:45:24 PM PST	<input type="checkbox"/>
2610142	Coats 4050a Tire Machine	\$760.00	●				Aug 6, 2020 2:30:00 PM PDT	<input type="checkbox"/>
2610139	Lawn and Garden Equipment	\$420.00	●				Aug 6, 2020 2:50:30 PM PDT	<input type="checkbox"/>
2619355	2004 FORD E450 DIESEL CUTAWAY BUS	\$710.00	●				Aug 22, 2020 2:30:00 PM PDT	<input type="checkbox"/>
2624654	2010 Ford E-450 Passenger Bus	\$500.00	●				Aug 30, 2020 2:30:00 PM PDT	<input type="checkbox"/>
Page Total:				\$10,221.00				
Grand Total:				\$10,221.00	Copy Selected Auctions			

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Fleet is responsible for the sale/disposal of the vast majority of surplus property generated by the City. For most items, including surplus vehicles, we use an online auction format at www.publicsurplus.com. These online auctions occur at no cost to the city, as the website is funded through the collection of fees paid by the buyer. Financial aspects of every transaction are handled through the website, we collect no payment directly from buyers. Payments are processed through the auction site, and the city receives a check at the end of each 30 day period for any items we sell.

Disposal of publicly owned property is governed by a set of rules similar to public purchasing requirements, to ensure equal and fair competition amongst interested parties. Public Surplus maintains all sales records which we can access at any time, should the need arise.

Use of this surplus disposal method has proven to provide good financial returns, while requiring little effort, and ensures that we are following all requirements.

Operations - Eric Loomis Operations Manager

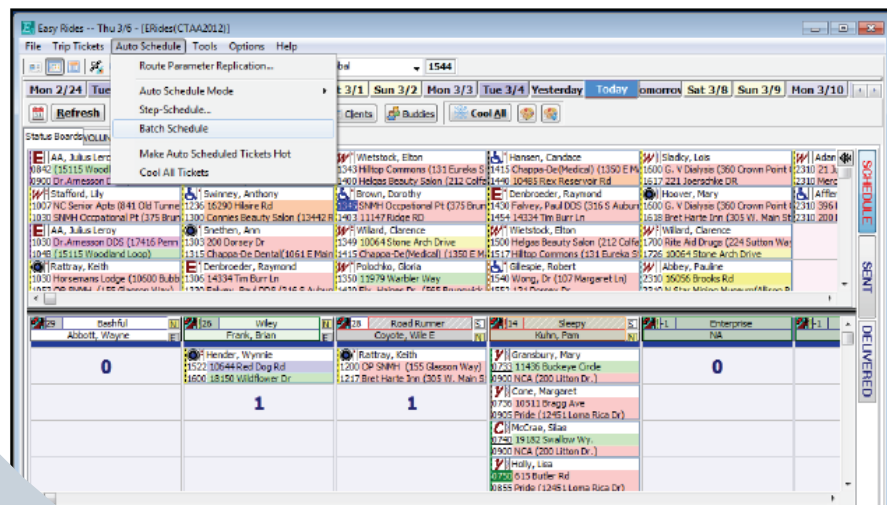
With SMART's new technology update comes a suite of software tools to assist in scheduling trips, tracking data, and improving the customer experience.

Customers will receive information in the coming weeks explaining how the new system gives them better access to Dial-a-Ride (DAR). Web Ride Request is an online portal that can be used on a computer or smart phone to allow customers to request rides at their leisure. The portal also gives customers information about upcoming trips and more flexibility in making changes. Customers will now have the option to get a ride reminder via phone or text that they have an upcoming ride. This can also help SMART minimize no-shows if a customer has forgotten about a trip they have scheduled. In addition to a call reminder, drivers can initiate an automated call when they are within 5 minutes from arriving to a customer's location.

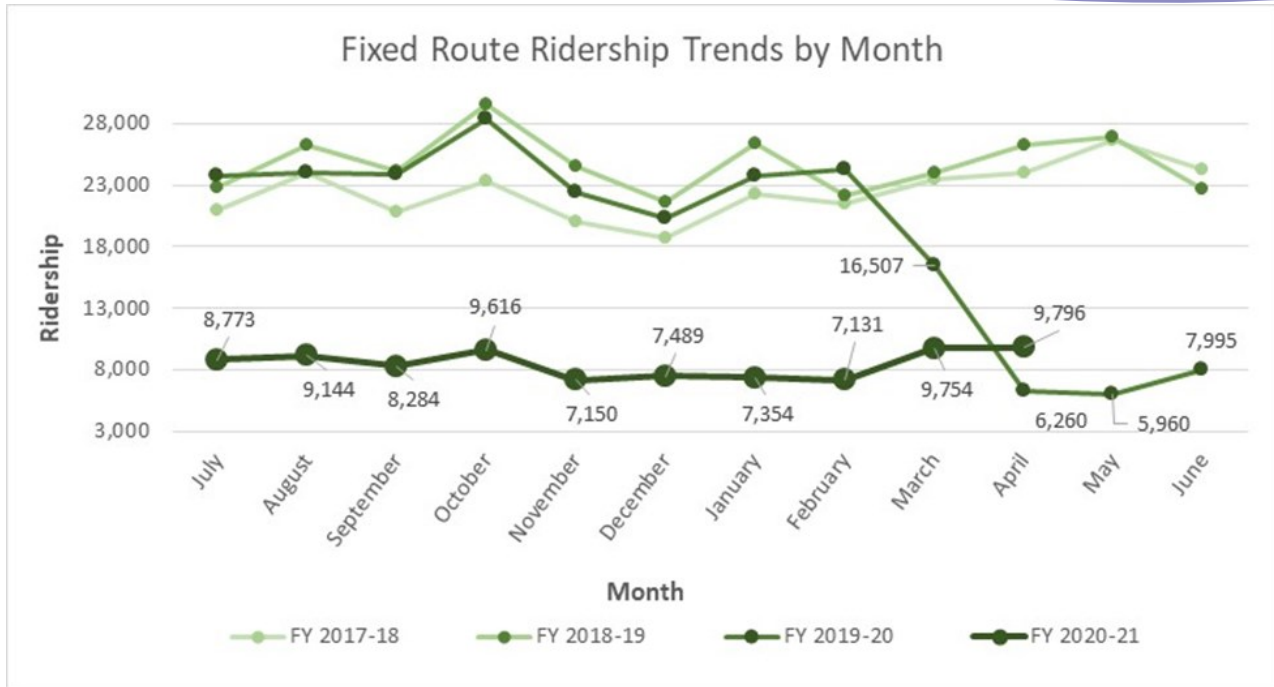
In 2019, SMART had a Dial-a-Ride Committee give recommendations to enhance the programs and give

customers more access to transportation. This new software will allow SMART to meet several of those recommendations. It gives dispatchers and opportunity to group rides by quadrants in the city. This will allow SMART to give more rides before reaching capacity which opens up more "same day" rides, giving flexibility to customers who would otherwise have to plan a day or more in advance. Currently, Saturday DAR is limited to 3/4 miles from a fixed route and restricted to the ADA (Americans with Disabilities Act) program. Because of efficiencies gained with the software, SMART is expanding the service area for Saturday Dial-a-Ride to include the whole city of Wilsonville, as it does Monday through Friday, and will be offering trips to the 60+ and General Public DAR programs.

SMART Dispatchers and Staff have started in-depth training with this new software that will be ongoing for the next two months. The new system is expected to go live in mid-July and will be a seamless transition for customers, allowing them to add the additional features according to their preferences.



Operations - Eric Loomis Operations Manager



SMART continues to see ridership trends consistent with previous years albeit at different levels due to COVID-19 pandemic travel restrictions. As restrictions begin to loosen across Oregon, SMART expects to see those levels increase slowly. As a mass transit agency, SMART will still be following Federal Transit Administration guidelines, which are currently expected to be in place through September 2021.

