



CITY COUNCIL MEETING AGENDA

January 20, 2022 at 7:00 PM

City Hall Council Chambers & Remote Video Conferencing

PARTICIPANTS MAY WATCH THE CITY COUNCIL MEETING AT:
City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon

YouTube: <https://youtube.com/c/CityofWilsonvilleOR>

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

TO PROVIDE PUBLIC COMMENT:

Individuals may submit comments via email, or mail written comments, or participate remotely by registering with the City Recorder:

CityRecorder@ci.wilsonville.or.us or 503-570-1506

City Recorder - Wilsonville City Hall

29799 SW Town Center Loop East, Wilsonville, OR 97070

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 [5:00 PM]

ORS 192.660(2)(e) Real Property Transactions

ORS 192.660(2)(h) Legal Counsel/Litigation

ADJOURN [5:25 PM]

Break to switch Zoom accounts [5 min.]

REVIEW OF AGENDA AND ITEMS ON CONSENT [5:30 PM]

COUNCILORS' CONCERNS [5:35 PM]

PRE-COUNCIL WORK SESSION [5:40 PM]

- A. [Library's Strategic Plan Update \(Sasser\) \[15 min.\]](#)
- B. [Frog Pond East and South \(Pauly\) \[30 min.\]](#)
- C. Clackamas County Behavioral Health Discussion (Troha/Wurpes) [30 min.]

ADJOURN [6:55 PM]

Break to switch Zoom accounts [5 min.]

CITY COUNCIL MEETING

The following is a summary of the legislative and other matters to come before the Wilsonville City Council a regular session to be held, Thursday, January 20, 2022 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10 a.m. on January 4, 2022. 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.

CALL TO ORDER [7:00 PM]

1. Roll Call
2. Pledge of Allegiance
3. Motion to approve the following order of the agenda.

MAYOR'S BUSINESS [7:05 PM]

4. [Upcoming Meetings](#)
5. [Celebrations and Proclamations \(Akervall/Mombert\)](#)

COMMUNICATIONS [7:20 PM]

6. [Republic Services Annual Report \(Lewis\)](#)

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS [7:35 PM]

*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.*

COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS [7:45 PM]

7. Council President Akervall
8. Councilor Lehan
9. Councilor West
10. Councilor Linville

CONSENT AGENDA [8:05 PM]

11. [Resolution No. 2944](#)

[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Professional Services Agreement With JayRay Ads & PR, Inc, For 'Explore Wilsonville' Tourism Promotion And Development And Destination Marketing Services. \(Mombert\)](#)

12. [Minutes of the December 20, 2021 City Council Meeting. \(Veliz\)](#)

NEW BUSINESS [8:10 PM]

13. [Resolution No. 2947](#)

[A Resolution Of The City Of Wilsonville Authorizing A Financing Plan For The Construction Of The Public Works Complex. \(Kerber\)](#)

14. [Resolution No. 2948](#)

[A Resolution Of The City Of Wilsonville, Oregon Authorizing A Full Faith And Credit Borrowing Related To Providing A Complex To House Operations For The Public Works Department. \(Katko\)](#)

15. [Resolution No. 2949](#)

[A Resolution Authorizing A Four-Year Capital Interfund Loan From The Water Operating Fund To The General Fund. \(Katko\)](#)

CONTINUING BUSINESS [8:25 PM]

PUBLIC HEARING [8:25 PM]

CITY MANAGER'S BUSINESS [8:25 PM]

16. [National Opioids Settlement \(Cosgrove\)](#)

LEGAL BUSINESS [8:30 PM]

ADJOURN [8:35 PM]

[INFORMATIONAL ITEMS – No Council Action Necessary](#)

Time frames for agenda items are not time certain (i.e. agenda items may be considered earlier than indicated). The city will endeavor to provide the following services, without cost, if requested at least 48 hours prior to the meeting by contacting the City Recorder at CityRecorder@ci.wilsonville.or.us or 503-570-1506: assistive listening devices (ALD), sign language interpreter, bilingual interpreter. Those who need accessibility assistance can contact the city by phone through the Federal Information Relay Service at 1-800-877-8339 for TTY/Voice communication.

Habr  interpretes disponibles para aquellas personas que no hablan Ingl s, previo acuerdo. Comuniquese al 503-570-1506.



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: January 20, 2022		Subject: Library Department Strategic Plan	
		Staff Member: Shasta Sasser, Interim Director & Operations Manager, and Steven Engelfried, Library Services Manager	
		Department: Library	
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 type="checkbox"/> Information or Direction <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: N/A			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Introduce the Library Department's strategic plan.

EXECUTIVE SUMMARY:

The Library has undergone a strategic planning process for the future of the department. Through a Request For Proposal (RFP) process, Friends of St. Paul Public Library, a Minnesota non-profit corporation (dba “Library Strategies”) was selected as the strategic planning consultant to facilitate the process. Their work has been completed, with this presentation to City Council being their final task. A steering committee of library stakeholders worked closely with the consultants and library leadership team to develop the plan throughout the process and consisted of Library staff, board members, educators, small business owners, and community members. Library Strategies worked with the library leadership team to gather background information and perform comparisons to other libraries of similar size and service populations to develop benchmarks. A survey was created to ask the community about the library and what they would like to see in the future. The survey was available online on *Let’s Talk* Wilsonville, on the library website, and in paper format for several weeks. Library Strategies performed phone interviews with library stakeholders to gather more information about current strengths and weaknesses of the library, as well as aspirational desires for the library.

Library Strategies then met with the staff in two larger meetings to gather feedback and ideas. Several individual focus groups made up of four to eight community members including regular users and non-users, met virtually to answer questions posed by Library Strategies and have conversations about the library. There was also a teen-specific focus group and a focus group geared towards Spanish speakers. Library Strategies compiled all of the data gathered and worked with Library staff to create the strategic plan, which the department will implement over the next five years. Finally, at the all-staff in-service day, library staff worked with Library Strategies to start a work plan, which is the document guiding staff internally towards the strategic planning goals. The first year will focus on gathering data, performing researching, and establishing best practices for achieving some of these goals, including looking at resources available, resources needed, a collection evaluation, and examining ways to reduce barriers to services and access. The first year will also include a Wayfinding project.

As a part of the strategic planning process an updated vision, mission, and values statements were developed. Six department goals were established to align with the vision, mission, and values statements, including:

1. Enhance services and resources
2. Raise awareness and promotion of the Library
3. Extend Access to Library Services
4. Improve physical spaces
5. Increase Library resources
6. Engage with City initiatives including the Equity, Diversity and Inclusion Committee and the Arts, Culture and Heritage Strategy

Each goal has two – eight strategies, which staff plans to implement from July 2022- June 2026.

EXPECTED RESULTS:

The Library staff will start implementing this plan July 2022.

TIMELINE:

Staff is preparing a phased internal work plan to implemented the strategic from July 2022 – June 2026

CURRENT YEAR BUDGET IMPACTS:

N/A.

FINANCIAL REVIEW:

Reviewed by: KAK Date: 1/11/2022

LEGAL REVIEW:

Reviewed by: BAJ Date: 1/11/2022

COMMUNITY INVOLVEMENT PROCESS:

The community was invited to participate in the development of the strategic plan by participating in surveys, the steering committee, and focus groups during fiscal year 19/20 and 20/21.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Implementing the strategic plan will enhanced services, which could include improvements to programs, collections, facilities, and staffing.

ALTERNATIVES:

N/A

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Wilsonville Library Strategic Plan
2. Library Strategies Presentation Slides



STRATEGIC PLAN 2022-2026



PREPARED BY





MISSION

Our mission is to enrich and advance the lives of Wilsonville residents, creating opportunities for joyful discovery, lifelong learning, and community connections.

VISION

We envision the Library bringing people and the community together to experience hope, joy, and creativity through learning and discovery.

VALUES STATEMENT

- We are a welcoming space where services and staff reflect the diversity of the community
- We defend the sanctity of free exploration and expression by individuals
- We exist for our community. Their needs are first.
- We will evolve as our community evolves
- We are a place to learn, explore and imagine.
- We consider all residents potential beneficiaries of library services
- We create opportunities for people to build relationships.
- We honor and celebrate the achievements of our staff and volunteers.

GOALS & STRATEGIES

GOAL 1: ENHANCE SERVICES AND RESOURCES

STRATEGIES:

1. Expand programs, resources, and activities for teens and 'tweens
2. Examine and analyze broad of use of collections and make changes, which could include:
 - a. expanding Spanish and other language and cultural materials
 - b. growing digital and downloadable materials and resources
3. Evaluate demand for online service delivery versus physical collections and service and redistribute budget allocations as needed
4. Expand scope of adult programming to meet the needs of varied interests and age groups
5. Establish the Library as a place to access technology not available at home
6. Create a plan to incorporate technology for meeting rooms and collaborative spaces



GOAL 2: RAISE AWARENESS AND PROMOTION OF THE LIBRARY

STRATEGIES:

1. Update marketing plan, especially targeting underserved audiences and non-users
2. Review use of social media to ensure messages are reaching desired audiences
3. Develop additional methods to attract new and existing users to the range of Library services
4. Improve the website to increase ease of use by all users

GOAL 3: EXTEND ACCESS TO LIBRARY SERVICES

STRATEGIES:

1. Deepen and extend partnerships with local schools
2. Evaluate and explore changing/adding the hours when programs, especially for younger children, are offered to better accommodate a variety of schedules
3. Explore/find options to remove or lessen the impact of library fines
4. Expand outreach to and involvement with the Latinx community
5. Broaden community partnerships, especially in the areas of social and mental health services and cultural/literary programming



GOAL 4: IMPROVE PHYSICAL SPACES

STRATEGIES:

1. Rework, enhance and possibly expand the teen area
2. Evaluate current public computer use and consider options for patron privacy and mobility
3. Make the outdoor space more friendly and usable, especially for children and caregivers
4. Explore options for adding small meeting rooms
5. Improve signage and wayfinding tools for patrons inside the Library
6. Designate a gender neutral bathroom(s)
7. Explore options for using unused land near parking lot
8. Identify and promote environmental sustainability within the building

GOAL 5: INCREASE LIBRARY RESOURCES

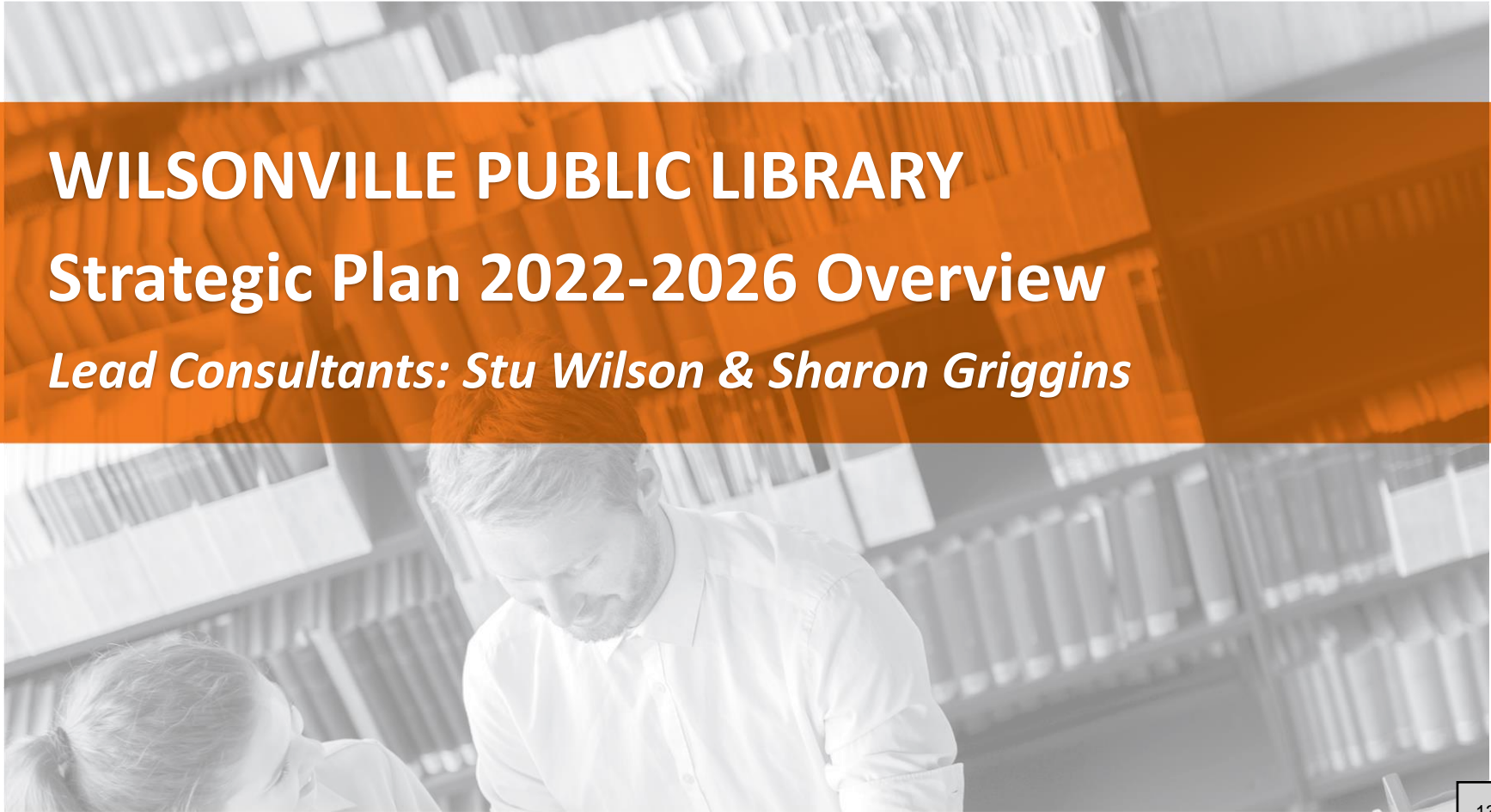
STRATEGIES:

1. Increase library resources through partnering with local organizations [include grants?]
2. Explore initiatives to advocate for and increase public funding
3. Determine staffing increases or changes required to meet strategic plan goals
4. Work with the Library Foundation and Friends to continue to grow private support for programs and activities

GOAL 6: ENGAGE WITH CITY INITIATIVES INCLUDING THE EQUITY, DIVERSITY AND INCLUSION COMMITTEE AND THE ARTS, CULTURE, AND HERITAGE STRATEGY

STRATEGIES:

1. Engage with the City's Art, Cultural and Heritage Strategy
2. Work closely with the city and county EDI Committees to develop objectives for improvement in equity, diversity, and inclusion
 - Evaluate the physical space and identify initiatives to better reflect the community
 - Review library services (collections, programs) for potential improvements
 - Ensure that Library promotion and messaging is inclusive of the community
 - Create a plan for regular training for staff in EDI issues and customer service



WILSONVILLE PUBLIC LIBRARY

Strategic Plan 2022-2026 Overview

Lead Consultants: Stu Wilson & Sharon Griggins

Planning Process

- Work with staff leadership and community committee
- Data review and consultant assessments
- Peer library benchmarking
- Two staff meetings and staff survey
- Community survey and post-Covid update
- Community interviews
- Series of community focus groups
- Plan development
- Implementation plan session and development

Primary Findings - 1

- The Library is well liked and highly valued
- Services are excellent for its size. Children's services are outstanding
- More of everything desired
- Staff resources are strained
- It is an important community gathering space
- More marketing to non-users needed

Primary Findings - 2

- Demand for teen/tweens services
- More connection to Latinx population needed
- Rearranging physical space opportunities
- More connections to local history, culture, and programming are desired
- Benefits from deeper partnerships, esp. with schools and the City
- Library could advance a stronger EDI lens

STRATEGIC PLAN – Mission & Vision

Mission

Our mission is to enrich and advance the lives of Wilsonville residents, creating opportunities for joyful discovery, lifelong learning, and community connections.

Vision

We envision the Library bringing people and the community together to experience hope, joy, and creativity through learning and discovery.

**STRATEGIC
PLAN –
Values
Statement**

We are a welcoming space where services and staff reflect the diversity of the community

We defend the sanctity of free exploration and expression by individuals

We exist for our community. Their needs are first.

We will evolve as our community evolves

We are a place to learn, explore and imagine.

We consider all residents potential beneficiaries of library services

We create opportunities for people to build relationships.

We honor and celebrate the achievements of our staff and volunteers.

Goal 1 - Enhance Services and Resources

KEY DIRECTIONS

- Expand teens and 'tweens focus
- Analyze collections balance
- Evaluate online vs. physical service delivery
- Expand variety of adult programs (and no. if possible)
- Keep technology up-to-date

Goal 2 - Raise Awareness and Promotion of the Library

KEY DIRECTIONS

- Update and implement marketing plan focused on non-users, and use of social media
- Promote the broad range of Library services
- Improve the website

Goal 3 - Extend Access to Library Services

KEY DIRECTIONS

- Deepen school partnerships
- Explore options for children's program schedule to allow more access for working families
- Work to remove library fines
- Expand involvement with the Latinx community
- Broaden community partnerships (social services and cultural programs)

Goal 4 - Improve Physical Spaces

KEY DIRECTIONS

- Improve teen area
- Consider changes to computer area (or delivery method)
- Improve the outdoor space
- Explore adding small meeting rooms
- Improve wayfinding tools/Designate gender-neutral bathroom
- Explore options for using unused land near parking lot
- Promote environmental sustainability

Goal 5 – Increase Library Resources

KEY DIRECTIONS

- Increase mutually beneficial partnerships
- Explore options to increase public and private funding
- Determine required staffing increases or changes required to meet goals

Goal 6 - Engage with City Initiatives including the Equity, Diversity and Inclusion Committee and the Arts, Culture, and Heritage Strategy

KEY DIRECTIONS

- Engage City's Art, Cultural and Heritage Strategy
- Work to improve in EDI in spaces, services, staffing promotion, training, etc.



Thank you!
Questions?





CITY COUNCIL MEETING STAFF REPORT

Meeting Date: January 20, 2022		Subject: Frog Pond East and South Master Plan	
		Staff Member: Daniel Pauly, Planning Manager	
		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: Provide input on the affordable housing component of Frog Pond East and South Master Plan.			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: Expand home ownership	<input checked="" type="checkbox"/> Adopted Master Plan(s): Frog Pond Area Plan	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE CITY COUNCIL:

Provide feedback and input on the affordable housing component of the Frog Pond East and South Master Plan project currently underway. In using the term affordable housing in this context, staff is referring broadly to both market-rate housing that is economically attainable for moderate-income households as well as housing that is subsidized for lower-income households.

EXECUTIVE SUMMARY:

Following designation of the subject land as an urban reserve in 2010, the City adopted the Frog Pond Area Plan in 2015 to set the stage for additional planning and eventual development to meet identified local housing needs. In addition to the urban reserve area, the Frog Pond Area Plan also established a vision for growth for undeveloped land already within the City's Urban Growth Boundary (UGB) now known as Frog Pond West. In 2017, a master plan and implementing zoning code was adopted for Frog Pond West. The Master Plan provided the necessary regulatory framework for the residential neighborhood currently under development north of Boeckman Road and west of Stafford Road.

In 2018, Metro expanded the UGB to include the subject land east of Stafford Road known as Frog Pond East and South. As part of the Metro Ordinance adopting the UGB expansion, Metro required Wilsonville to complete master planning to make the area development ready, from a regulatory standpoint, by December 2022. Similar to past master planning efforts, such as Villebois and Frog Pond West, this master planning effort will identify the types and locations of the homes, other land uses, parks, open spaces, streets, trails and neighborhood amenities to be built over the next 10-20 years. To support implementation of the plan, the process also identifies water, sewer, stormwater and transportation infrastructure needs and funding sources.

Parts of the Frog Pond East and South Master Plan will be similar to that of Frog Pond West completed in 2017. This includes the same level of sub-district analysis and commitment to quality design, walkable neighborhoods, and natural resource and tree preservation, building on the basic framework from the 2015 Frog Pond Area Plan. In addition, the project team will build its infrastructure funding approach off the work previously done for Frog Pond West.

The Frog Pond East and South Master Plan will also be different from the Frog Pond West Master Plan in a number of notable ways. This includes looking at housing variety and distribution with (1) additional focus on housing for a wider variety of income levels and how to encourage housing options not historically well-provided by the market, as directed by the City's Equitable Housing Strategic Plan, and (2) less focus on mathematic density calculations and more focus on how the built form of housing structures contribute to the look and feel of the neighborhood. The master plan process will examine adjusting how System Development Charges (SDCs) and other infrastructure fees are calculated to ensure infrastructure costs are equitably carried by varying housing types and update the infrastructure funding plan. Building on experience from past projects, the planned process also includes a broader and more inclusive outreach program to ensure a variety of groups, particularly those historically marginalized, have a meaningful and impactful voice in the decisions made.

The Planning Commission held a work session on December 9 that included a discussion of housing. This work session focused on the needs and opportunities for lower-cost housing in Frog Pond East and South not historically well-provided by the market and the City's Equitable Housing Strategic Plan. During the conversation the Planning Commission supported information on affordable housing needs helping determine the land use mix in Frog Pond East and South. The Commission was open to including multi-family, in addition to single-family and middle housing, to support identified needs.

Broad allowance of detached single-family and all middle housing types is an assumption for Frog Pond East and South. The Frog Pond Area Plan generally shows areas of middle housing and detached single-family. However, unlike Frog Pond West, Frog Pond East and South, under State middle housing requirements, is required to allow all middle housing types anywhere detached single-family homes are allowed, including areas not shown in the area plan. Thus, the City needs to revisit the housing mix shown in the area plan.

A key outstanding question, as the City takes a fresh look at the housing mix, is the extent that multi-family should be allowed in order to provide for housing needs. Attachment 1 highlights some of the need that could be met by multi-family housing. Attachment 2 is Appendix A of the Equitable Housing Strategic Plan, Housing Market Research Report, which provides additional details on anticipated housing need. The City is not required to allow multi-family housing. However, certain housing needs are best supported by multi-family and would not be met by detached single-family and middle housing. Planning Commission comments support consideration of multi-family that meets identified needs not able to be met by other means.

Another important concept the project team is working on, and that was brought up during the Planning Commission meeting, is whether to plan separate areas for different housing types versus integrating housing types throughout the neighborhoods. This is a key concept that could make potential multi-family in Frog Pond East and South look and feel different than other neighborhoods that have built large apartment complexes separate from single-family subdivisions. An example of this integrated approach, is a block in Frog Pond East and South including a mix of detached single-family homes, middle housing, and smaller multi-family structures that are all of a similar scale.

Discussion questions:

1. What insights and thoughts would Council members offer on potentially allowing multi-family housing in Frog Pond East and South to support identified housing needs?
2. What questions does the Council have that you would like the project team to try to answer, if possible, as they continue the affordable housing analysis?

EXPECTED RESULTS:

Feedback and direction from the City Council on the affordable housing component of Frog Pond East and South Master Plan project.

TIMELINE:

This is the second in a series of work sessions for the City Council. The next work session is planned for March 2022. The project must be completed by December 2022.

CURRENT YEAR BUDGET IMPACTS:

The main consultant contract is for \$350,000 funded through a Metro grant. Work began during FY 20/21. Unused portions have been rolled over and the City anticipates spending \$260,000 by the end of FY 21/22. The remaining \$90,000 is planned to be budgeted during FY 22/23 to conclude the project. Staff is in the process of incorporating an additional \$162,000 in State grants into the contract and work program for additional affordable housing analysis and work related to infrastructure funding and SDCs. Staff, with City Council's support, submitted the grant requests to further enhance the depth of the affordable housing and infrastructure project components.

FINANCIAL REVIEW:

Reviewed by: KAK Date: 1/11/2022

LEGAL REVIEW:

Reviewed by: BAJ Date: 1/11/2022

COMMUNITY INVOLVEMENT PROCESS:

The project has a community engagement plan which lays out a robust public engagement program that will include meaningful and impactful involvement of people who identify with historically marginalized communities. In addition, City staff is working with consultants and the Diversity, Equity and Inclusion Committee to establish a framework for broad community involvement.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Well-designed neighborhoods with a variety of housing options for current and future Wilsonville residents.

ALTERNATIVES:

At this early point in the project, the City Council may provide a range of alternatives for the project team to consider.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Planning Commission Meeting Presentation from December 9, 2021
2. Equitable Housing Strategic Plan Appendix A "City of Wilsonville Housing Market Research Report"*Note: only main report included in packet, additional information, including the appendix to the report, can be found beginning on [page 86 of this linked document](#).*



FROG POND EAST & SOUTH MASTER PLAN

Initial Information Related to Affordable Housing Analysis



Wilsonville Equitable Housing Strategic Plan

June 15, 2020

Resolution No. 2820

Wilsonville has a relatively young population.

Median household income in 2016 was \$105,000 for homeowners and \$50,000 for renters. The majority (56%) of Wilsonville householders are renters.

The Latinx community is expanding quickly. Between 2000 and 2016, the Latinx population in Wilsonville grew by about 2,000 people,

Exhibit 1. Key Future Housing Trends in Wilsonville (2020-2040)

Future Demographic Shift	What does this mean for future housing types?
More middle-aged Millennials	<ul style="list-style-type: none">• Homeownership for Millennials will increase• Demand for relatively affordable ownership and rental types near amenities
Constant Number of people age 60+	<ul style="list-style-type: none">• Downsizing• Aging in place and multigenerational households• Homes close to services
Increasing share of Latinx households	<ul style="list-style-type: none">• Larger units to accommodate larger, multigenerational households• Relatively affordable housing

- Establish achievable goals/targets for affordable housing
- Integrate affordable housing into overall master plan, with access to amenities
- Identify specific properties that could help meet affordable housing targets
- Evaluate relationships to infrastructure funding plan
- Engage affordable housing developers and other stakeholders to refine strategies

From “Next Steps” under Implementation Action IC in Equitable Housing Strategic Plan (EHSP). See pages 24-25 of EHSP.

- Create housing tax abatements to achieve housing diversity & affordability
- Facilitate connections to partners and housing resources
- Secure land for development of affordable and equitable housing
- Modify parking requirements
- Explore tactics to reduce the impact of System Development Charges on affordable housing
- Partner with Community Land Trusts
- Explore homeownership support programs
- Assess accessibility and visitability standards or incentives

From Actions Requiring Further Exploration in Equitable Housing Strategic Plan (EHSP). See pages 31-42 of EHSP.

Affordable and Workforce Housing Development Basics

Item B.

Affordable housing developed by non-profit / mission-driven developers

Mixed-income / “shallow” affordability by market-rate developers

Lower-cost market rate housing by market-rate developers

0-30% AMI

30-60% AMI

60-80% AMI

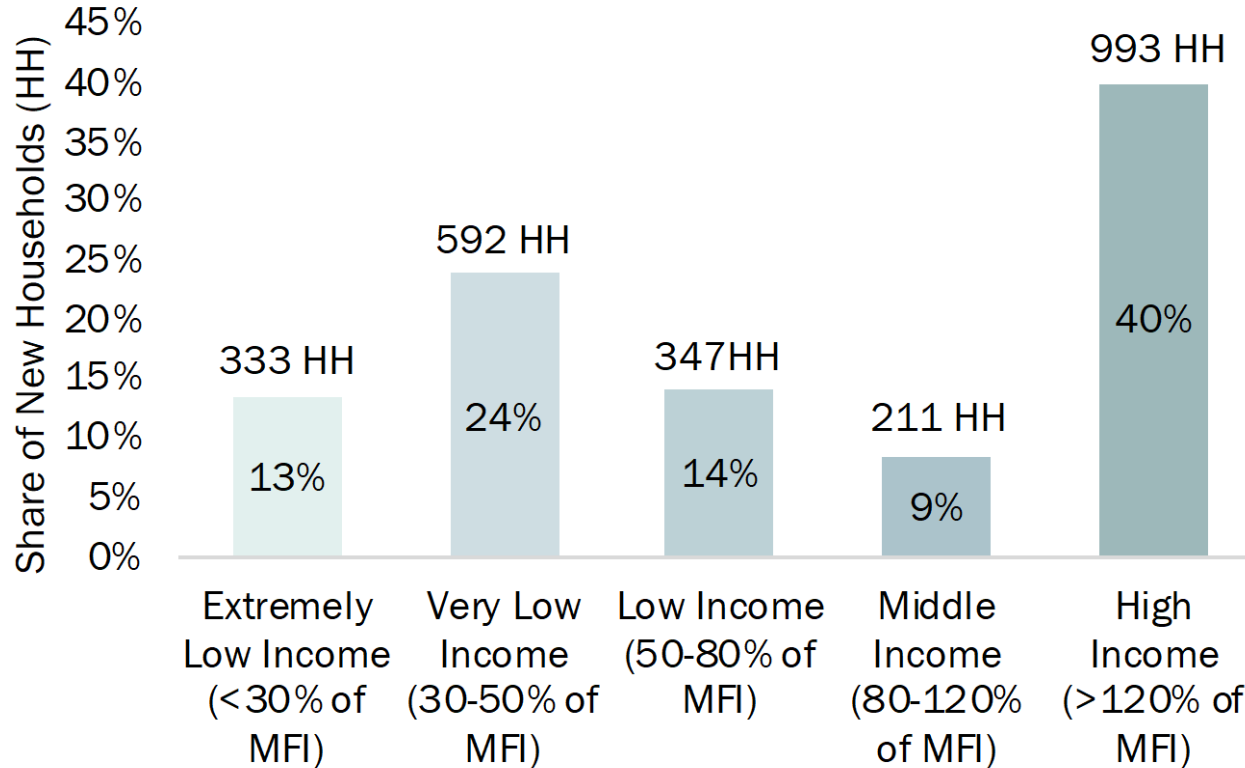
80-100% AMI

100-120% AMI

120+% AMI

Future (New) Households by Median Family Income (MFI), Wilsonville, 2019-2039

Source: U.S. Department of Housing and Urban Development. U.S. Census Bureau, 2012-2016 ACS Table 19001.



The percentages used in this exhibit are based on current household income distribution, assuming that approximately the same percentage of households will be in each market segment in the future. MFI for Clackamas County as of 2019 was \$81,400.



Cottage Cluster (affordable rental housing)

Example: Legion Cottages, Cottage Grove, OR

Source: Homes for Good



Townhomes (affordable homeownership)

Example: Williams Townhomes, Portland, OR

Source: PCRI



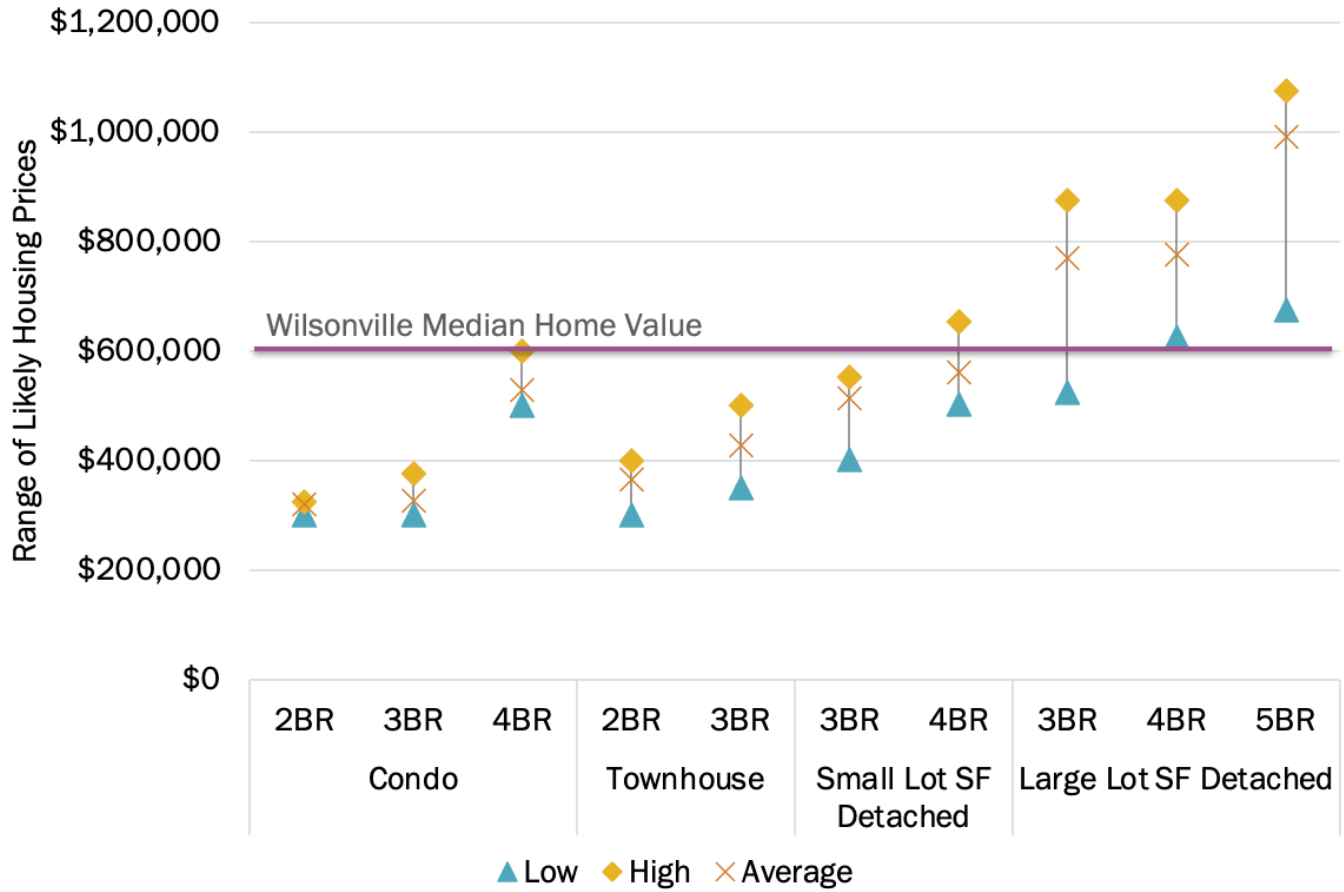
Apartments (affordable rental housing)

Example: Orchards at Orenco III, Hillsboro, OR

Source: REACH CDC

Market Rate Ownership Housing Affordability

Item B.

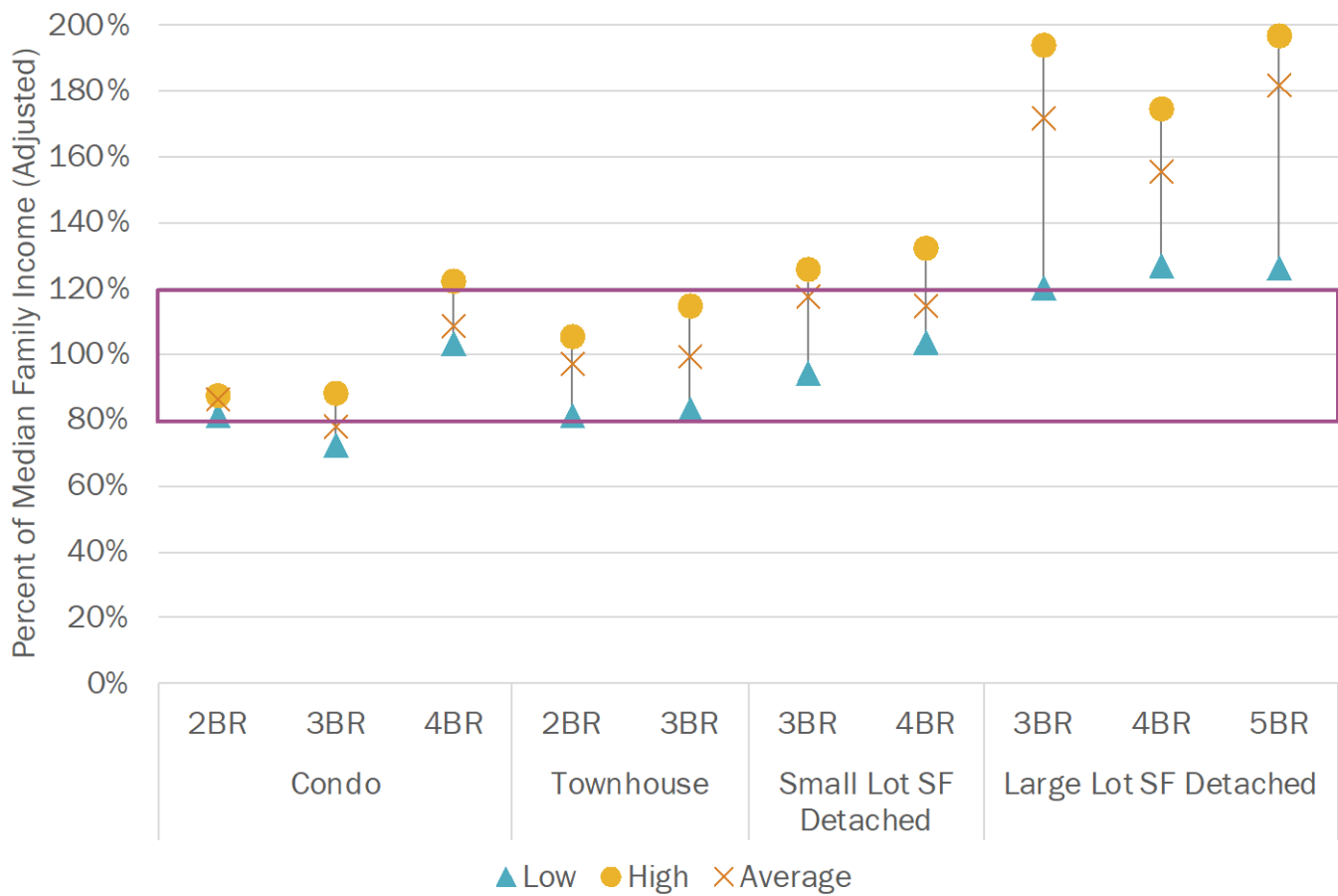


New large-lot detached housing is generally more expensive than most existing homes

Attached housing & small lot detached typically provide lower-cost homeownership opportunities

Market Rate Ownership Housing Affordability

Item B.



New large-lot detached housing affordable only to households earning >120% of the median family income*

Most attached for-sale housing & small lot detached is affordable to households earning 80-120% of the median family income*

* Median family income from HUD for Clackamas County, adjusted for household size given number of bedrooms

Accessory Dwelling Units

Item B.

33% of adults would consider building an ADU (AARP, 2018)

Main reason to consider an ADU is for a loved one who needs care (AARP, 2018)

SF floorplans with an ADU sometimes need larger lots

Some developers are interested in building ADUs

Local fees are an important factor in whether developers will build ADUs

Selling an ADU separately keeps costs of the main unit affordable for more buyers

Detached ADU, Milwaukie, OR

Source: Craigslist



Attached Townhouse ADU, Seattle, WA

Source: Redfin



City of Wilsonville

Housing Market Research Report

August 2019

For over 40 years ECONorthwest has helped its clients make sound decisions based on rigorous economic, planning, and financial analysis. For more information about ECONorthwest: www.econw.com.

ECONorthwest prepared this report for the City of Wilsonville. It received substantial assistance from Communitas, LLC and Commonworks Consulting as well as Kim Rybold at the City of Wilsonville. Other firms, agencies, and staff contributed to other research that this report relied on.

This project is partially funded by a Metro 2040 Grant. That assistance notwithstanding, ECONorthwest is responsible for the content of this report. The staff at ECONorthwest prepared this report based on their general knowledge of housing economics, and on information derived from government agencies, private statistical services, the reports of others, interviews of individuals, or other sources believed to be reliable. ECONorthwest has not independently verified the accuracy of all such information, and makes no representation regarding its accuracy or completeness. Any statements nonfactual in nature constitute the authors' current opinions, which may change as more information becomes available.

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1 Purpose and Context

As housing affordability declines in Wilsonville, community members have expressed concern about being displaced or having to move out of the city in search of more affordable rental and homeownership opportunities elsewhere. A number of community members have testified before the Wilsonville City Council about how the large and sudden rent increases threaten community members' housing stability.

To address the community's housing needs now and in the future, the City of Wilsonville has identified the need to establish a roadmap toward a more equitable housing system. Generally speaking, equitable housing means more people are able to find a home that meets their needs for location, price, and household needs. In the midst of a regional housing crisis, Wilsonville is poised to design a strategy that expands opportunities and access for more people to enjoy the quality of living in the city.

The purpose of this Housing Market Research Report is to synthesize background information on the current housing market to support decision making as the City develops its Equitable Housing Strategic Plan. In particular, the report focuses on housing affordability issues and identifies the types of housing that the City should plan for in the future. This analysis draws heavily on the Wilsonville Baseline Housing Needs Assessment, completed as a component of the Clackamas County Regional Housing Needs Analysis in 2019. Based on research and stakeholder outreach the team will conduct throughout Summer 2019, the Task Force and City Council identify which types of programs and policies are relevant to promoting equitable housing in Wilsonville.

The remainder of this document is organized into five sections:

2. Who lives in Wilsonville today?
3. What will Wilsonville's future population look like?
4. What are the current housing conditions in Wilsonville?
5. What types of housing will future residents need?
6. Conclusion

What is equitable housing?

Equitable housing goes beyond simple affordability. It aims to ensure all people have housing choices that are diverse, high quality, physically accessible, and reasonably priced, with access to opportunities, services, and amenities.

This broad definition includes choices for homes to buy or rent that are accessible across all ages, abilities, and incomes and convenient to everyday needs, such as transit, schools, childcare, food, and parks.

Equitable housing also represents a system that accounts for the needs of households with low income and communities of color, recognizes a history of housing discrimination, and complies with current state and federal fair housing policy.

Source: Metro

2 Who lives in Wilsonville today?

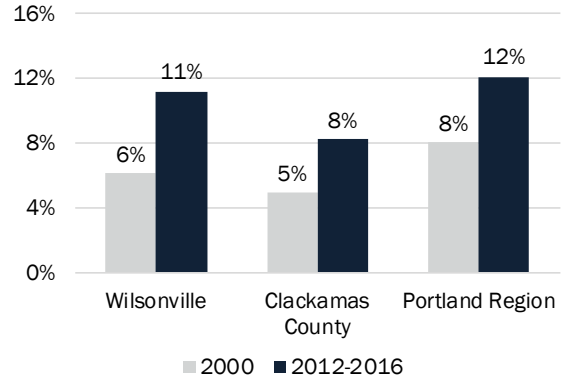
Wilsonville has grown quickly, and with that growth has come changing demographics and an increasing need for the City’s leadership to focus on existing and future housing needs. From 2014 to 2019, Wilsonville saw a 15% increase in population and an 11% increase in housing units.¹ According to a recent article in the Portland Business Journal, Wilsonville ranks third in the entire state of Oregon in five-year population growth.²

Demographics have changed over the last 20 years.

Wilsonville’s Latinx community is expanding. Between 2000 and 2016, the Latinx population in Wilsonville increased by about 2,000 people, almost doubling from a share of 6% to 11% of the population. Over the same period, the County and Portland Region saw slower growth in this population group. The growth rate of Wilsonville’s Latinx population was greater than the growth rate of Wilsonville’s population overall.

Exhibit 1. Share of Latinx Population, Wilsonville, Clackamas County, Portland Region, 2000 to 2012-2016, 2012-2016

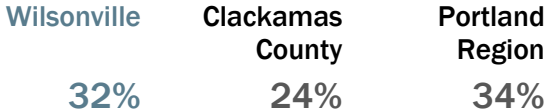
Source: U.S. Census Bureau, 2012-2016 ACS Table.



Millennials are a large proportion of Wilsonville residents. In 2012-2016, 32% of Wilsonville’s population was between 20 and 40 years old. This is more similar to the share within the Portland region than in Clackamas County.

Exhibit 2. Population between 20 and 40 years of age, Wilsonville, Clackamas County, Portland Region 2012-2016

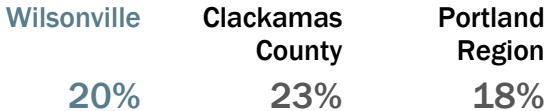
Source: U.S. Census Bureau, 2012-2016 ACS Table.



Aging Baby Boomers are a small, but important population segment in the city. In 2012-2016, 20% of Wilsonville’s population was over 60 years old. This is a greater share than the Portland region.

Exhibit 3. Population over 60 years of age, Wilsonville, Clackamas County, Portland Region 2012-2016

Source: U.S. Census Bureau, 2012-2016 ACS Table.



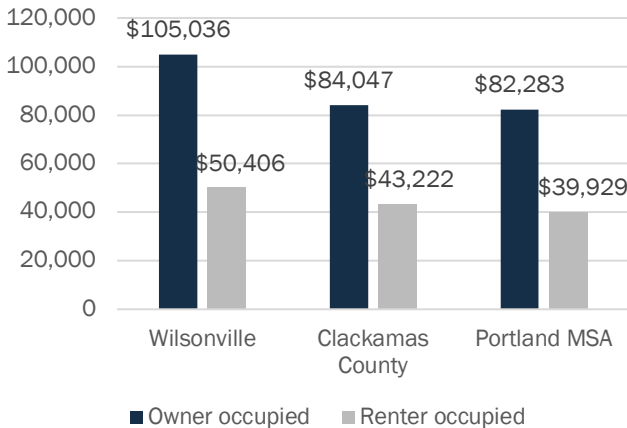
Incomes for owner households are generally higher than renter households.

The median household income for renters, just \$50,000, is less than half the median for homeowners, over \$105,000.

While average incomes in Wilsonville are higher than in the rest of the County and metro area, the magnitude of difference in income between renters and homeowners is similar.

Exhibit 4. Median Household Income by Tenure, 2012-2016

Source: U.S. Census Bureau, 2012-2016 ACS Table B25119.

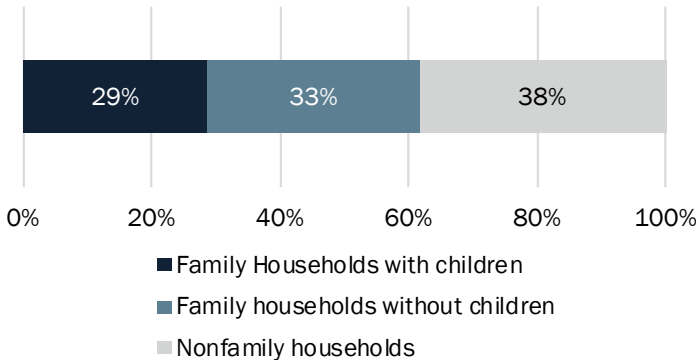


Incomes vary by family type.

The majority of households in Wilsonville are family households. Per the Census, "Family households consist of two or more individuals who are related by birth, marriage, or adoption, although they also may include other unrelated people. Nonfamily households consist of people who live alone or who share their residence with unrelated individuals."³

Exhibit 5. Family and Non-Family Households, Wilsonville, 2012-2016

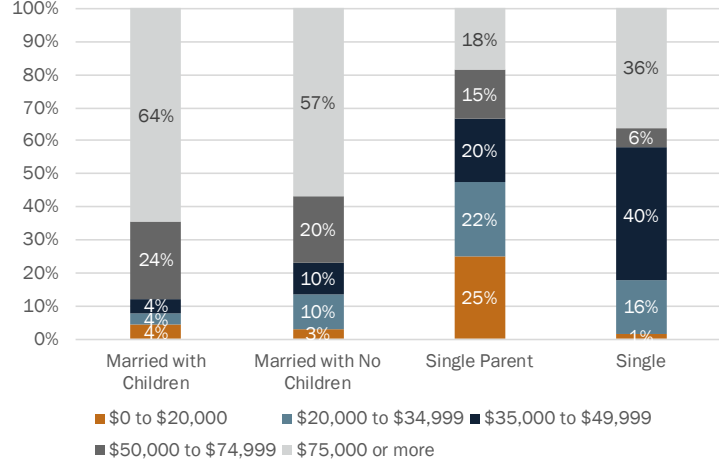
Source: U.S. Census Bureau, 2012-2016 ACS Table B25119.



Of all family types, single parent households in Wilsonville have some of the lowest incomes compared to the amount of housing they need. Two thirds of single parent households have less than \$50,000 in household income per year.

Exhibit 6. Household Income by Family Type, Wilsonville, 2012-2016

Source: U.S. Census Bureau, 2012-2016 ACS

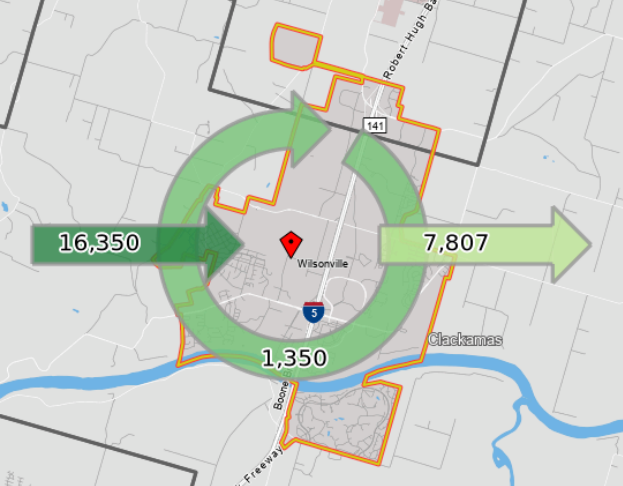


Most Wilsonville residents commute elsewhere to work.

As of 2015⁴, about 85% of employed residents leave Wilsonville for work, while over 16,000 workers come to Wilsonville from other communities.

Exhibit 7. Commuting Patterns in Wilsonville.

Source: U.S. Census Bureau, Center for Economic Studies, On The Map, 2015.



Many children attending Wilsonville schools are economically disadvantaged.

There are several schools in Wilsonville with a large share of economically disadvantaged students, which the Oregon Department of Education defines as students eligible for free and reduced price lunch.⁵ In 2016-2017, a family of four qualified for free lunches with a household income of \$31,590, and reduced price lunches with a household income of \$44,955.

Exhibit 8. Share of Economically Disadvantaged Students (per Oregon Department of Education) in Wilsonville Schools.

Source: Oregon Report Card 2016-2017.
<https://www.wlww.k12.or.us/domain/95> and Free and Reduced Price Meal Income Guidelines for School Year 2016-2017
<https://www.ode.state.or.us/wma/nutrition/snp/memos/nslp-income-guidelines.pdf>

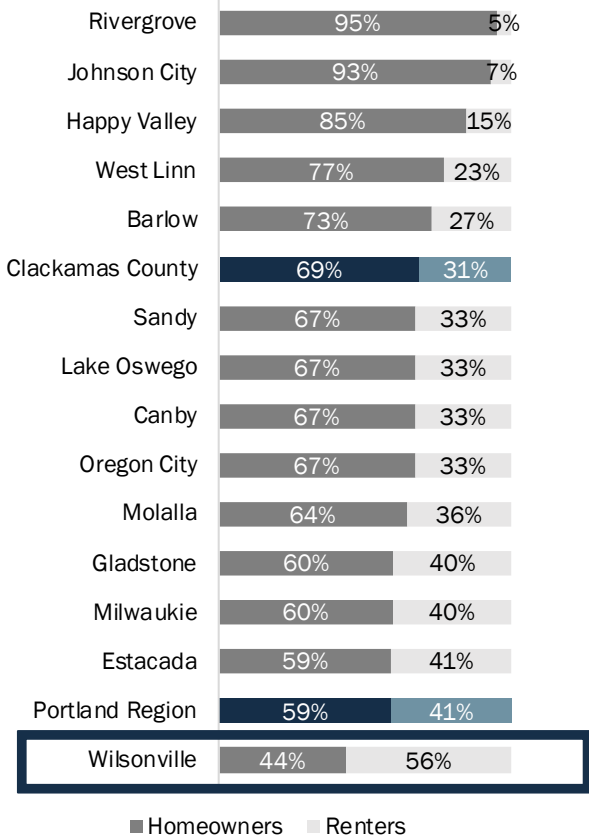
- Arts and Technology High School – 54%
- Boeckman Creek Primary School – 33%
- Boones Ferry Primary School – 40%
- Lowrie Primary School – 21%
- Wilsonville High School – 21%
- Inza Wood Middle School – 30%

The majority of Wilsonville households rent their homes.

In Wilsonville, over half of households rent their homes. In 2012-2016, about 56% of Wilsonville’s households were renters and 44% were homeowners. In every other major city in Clackamas County, the majority of households are homeowners.

Exhibit 9. Housing Tenure, Wilsonville and cities within Clackamas County, 2012-2016

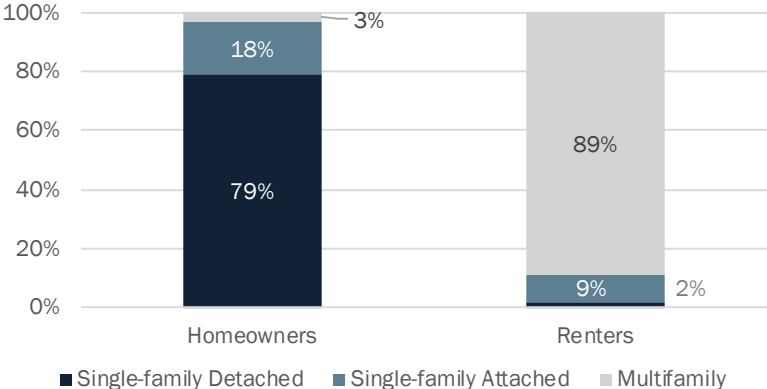
Source: U.S. Census Bureau, 2012-2016 ACS Table B25032.



In Wilsonville, homeowners mostly live in single-family houses, while renters mostly live in apartment buildings.

Exhibit 10. Housing Tenure by Housing Type, Wilsonville and Cities within Clackamas County, 2012-2016

Source: U.S. Census Bureau, 2012-2016 ACS Table B25032.



3 What will Wilsonville’s future population look like?

Wilsonville is expected to grow by over 3,000 new residents over the next 20 years.

By 2040, Wilsonville is projected to see a 14% increase over the 2019 population. Wilsonville is expected to add 3,373 people in about 1,752 households between 2019 and 2039. In recent years, however, the City has grown faster than Metro forecasts, with annual housing growth surpassing the forecasted growth in each of the past five years (15% population growth from 2014 to 2018).⁶ If this trend continues, population and household growth would likely surpass this estimate before 2039.

Exhibit 11. Forecast of Population Growth, Wilsonville UGB, 2019–2039

Source: Metro population forecast, 2015.

23,492 Residents in 2019	26,865 Residents in 2039	3,373 New residents, 2019-2039	14% increase 0.7% AAGR
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Note: This forecast does not account for expected growth that may come as a result of the City’s recent UGB expansion in Frog Pond East and South and the 2019 adoption of the Town Center Plan.⁷

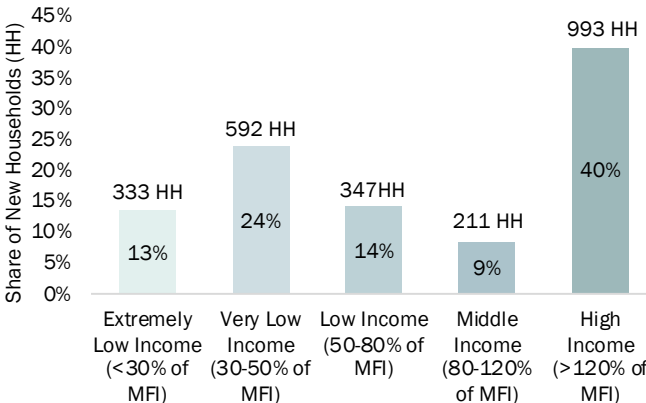
About half of new households in Wilsonville are forecast to be low income. These households will need affordable housing options.

This is similar to Clackamas County as a whole, where 47% of households are expected to be low income (with household incomes less than 80% of MFI).⁸

Exhibit 12. Future New Households in Wilsonville, by Median Family Income (MFI) for Clackamas County (\$81,400), 2019 to 2039

Source: U.S. Department of Housing and Urban Development. U.S. Census Bureau, 2012-2016 ACS Table 19001.

The percentages used below are based on current household income distribution, assuming that approximately the same percentage of households will be in each market segment in the future.



Recent forecasting work from the Portland State University Population Research Center and Metro points to the following trends over the planning period. Since specific estimates for Wilsonville are not available, we used Clackamas County, Portland Region, or Portland MSA trends:

- **More middle-aged Millennials.** Wilsonville currently has a larger share of Millennials than the County. The Population Research Center at PSU estimated future age cohorts by county. By 2040, Millennials will be between 40 and 60 years old. This generation is expected to grow from 23% of Clackamas County’s population to 28% of the County’s population. Family households in this age cohort are moving toward becoming “empty nesters” or multi-generation households.
- **A relatively constant share of people over the age of 60.** Between 2020 and 2040, the share of people over 60 years old is expected to stay relatively constant in Clackamas County, from 26% of the population to 27% of the population. However, Metro anticipates for the Portland MSA, the share of heads of households who are 65 and older will increase from 23% to 30% by 2038. Wilsonville will need to plan for a stable to growing share of older households.
- **An increasing share of Latinx households.** Metro’s growth forecast projects an increase of about 329,000 new Latinx residents in the region by 2040. This represents 46% of all new residents in the region by that date, and a 116% growth in the share of Latinx residents over 2015.
- **Lower average household sizes.** Metro anticipates that the average household size for the seven-county metropolitan area is expected to drop from 2.6 people per household in 2018 to about 2.4 people per household in 2038. Today (and in 2038), almost two-thirds of households consist of one or two people.⁹ This trend suggests an increased need for smaller housing types.
- **Increasing monthly housing costs.** In its regional Housing Needs Assessment, Metro forecasts that “average monthly housing costs for both owners and renters will continue to increase above historical levels, with the projected increases being particularly acute for owners.”¹⁰ Metro projects that household incomes will not increase as fast as housing costs, which means cost burdens will also increase, with new homeowners experiencing more significant increases than renters. This is because historic sales prices have outpaced growth in rents and household incomes, and this trend is expected to continue.¹¹ These results suggest that the need for additional entry-level ownership housing will continue to be strong.

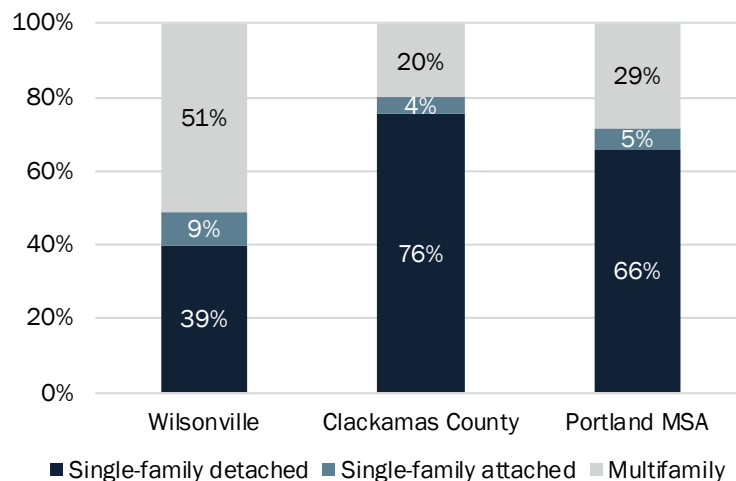
4 What are the current housing conditions in Wilsonville?

Wilsonville has an even mix of multifamily and single-family homes.

Wilsonville has a much larger proportion of multifamily homes than Clackamas County or the region as a whole. About half of all housing units in the city are located in multifamily buildings. Wilsonville also has a greater share of single-family attached units (like townhomes and duplexes) than Clackamas County or the region.

Exhibit 13. Housing Mix in Wilsonville and Comparison Geographies, 2012-2016.

Source: U.S. Census Bureau, 2012-2016 ACS Table B25024.



Census Definitions for Housing Mix

Multifamily housing: “residential buildings containing units built one on top of another and those built side-by-side which do not have a ground-to-roof wall and/or have common facilities (i.e., attic, basement, heating plant, plumbing, etc.)”

Single-family attached: “each must be separated from the adjacent unit by a ground-to-roof wall in order to be classified as a single-family structure. Also, these units must not share heating/air-conditioning systems or utilities.

Units built one on top of another and those built side-by-side that do not have a ground-to-roof wall and/or have common facilities (i.e., attic, basement, heating plant, plumbing, etc.) are not included in the single-family statistics

Source: United States Census Bureau. *New Residential Construction Definitions.*
<https://www.census.gov/construction/nrc/definitions/index.html>

Until recently, the housing mix for new development has been evenly split between multifamily and single-family homes.

Historically, housing construction in Wilsonville has included multifamily units, single-family attached homes (townhomes), and single-family detached homes, with more units overall in apartments and townhomes.

Between 2000 and 2012, Wilsonville permitted 2,862 housing units, two-thirds of which (1,892) were multifamily or single-family attached units.¹² These new developments include market-rate apartments and townhomes, senior living (both assisted and independent), and subsidized affordable housing (including some designated for seniors or others for people of all ages with disabilities). Most new home construction between 2014 and 2017 has been in the Villebois neighborhood, which is required to build about one third of the units as multifamily housing. Some of these units must come with affordability requirements under the City's development agreement with the State of Oregon, which allowed the former state hospital to be converted into a mixed-income neighborhood.¹³

Wilsonville's development code characterizes attached single-family units as multifamily: "Dwelling, Multiple Family: Three or more attached dwelling units located on a single tax lot. In the Village zone, such use also includes stacked flats or townhouses"

Source: City of Wilsonville

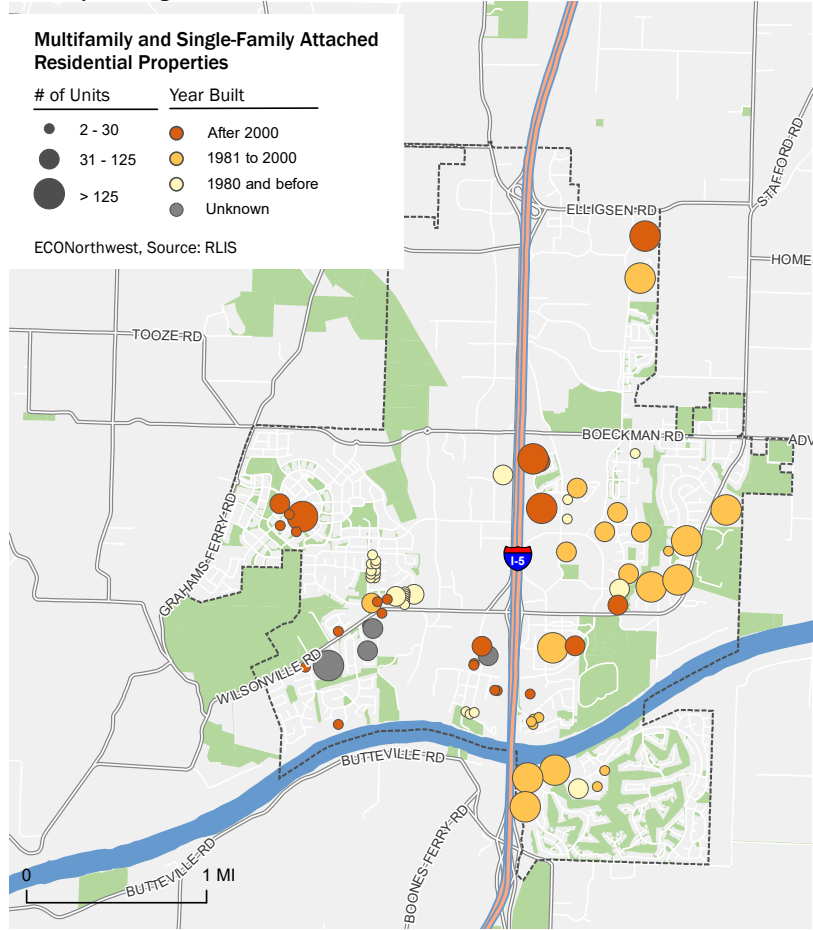
However, more single-family homes have been built in recent years. The construction of additional single-family units has helped to balance the city's overall housing inventory, which has been weighted towards multifamily homes. In 2016 and 2017, no multifamily units were permitted. In 2018, 70% of permits approved were for single-family homes, including attached and detached rowhomes, and 30% were for multifamily units.¹⁴

Wilsonville’s multifamily and single-family attached housing stock is well-distributed across the city, and close to services.

Metro’s Regional Land Information System (RLIS) data shows where the distribution of multifamily and single-family attached units are in the city. Exhibit 14 shows where multifamily units—both ownership and rental buildings—are located in Wilsonville as well as the age and relative size of each complex. Much of Wilsonville’s multifamily housing stock is concentrated near the Town Center, where the majority of housing was built between 1981 and 2000. Town Center has a concentration of services, shops, and amenities. Newer multifamily and single-family attached housing development is concentrated in Villebois and several complexes in the core of Wilsonville.

Exhibit 14. Distribution of Multifamily and Single-Family Attached Residential Units, Wilsonville, 2019

Source: Metro RLIS. Note: RLIS data includes multifamily unit types as well as single-family attached types like townhomes, duplexes, and accessory dwelling units.



The city has a limited stock of subsidized affordable housing.

About 11% of Wilsonville residents live in subsidized housing. As of 2018, Wilsonville had 449 subsidized, affordable units in 12 developments. The majority of these units are reserved for families; two developments are reserved for seniors. The subsidies and affordability regulations for these units come from programs such as the low-income housing tax credit and the City's tax abatement. These units serve residents making between 30% and 60% of area median income. Exhibit 15 shows the total number of subsidized units in Wilsonville as of 2018.

Exhibit 15. Government-Subsidized Affordable Housing, Wilsonville, 2018

Source: Oregon Housing and Community Services. Note: Two of these developments are accessible to residents through referral only (Rain Garden and Renaissance Court). This is because they serve residents with specific needs.

Development Name	Total Units	Total Affordable Units	Population Served
29875 SW Montebello Dr	1	1	Family
29885 SW Montebello Dr	1	1	Family
Autumn Park	143	140	Family
Beaver State - Montebello	50	41	Family
Charleston Apts	52	52	Family
Creekside Woods	84	44	Senior
Duck Country - Wilsonville Heights	24	24	Family
Hearthstone	5	5	Low income
Montecino	34	34	Family
Rain Garden	29	29	Low income, Referral Only
Renaissance Court	20	20	Low income, Referral Only
Wiedemann Park Apts	58	58	Senior
Totals	501	449	

Unregulated homes may be affordable to some renters, but prices are subject to market fluctuations. In these homes, rents are subject to market conditions, which generally means they have been increasing. There are no Wilsonville-based policies in place to preserve their affordability or protect tenants from displacement if they cannot afford a rent increase levied by their landlords. However, Senate Bill 608 was passed in 2019 which includes the following provisions:

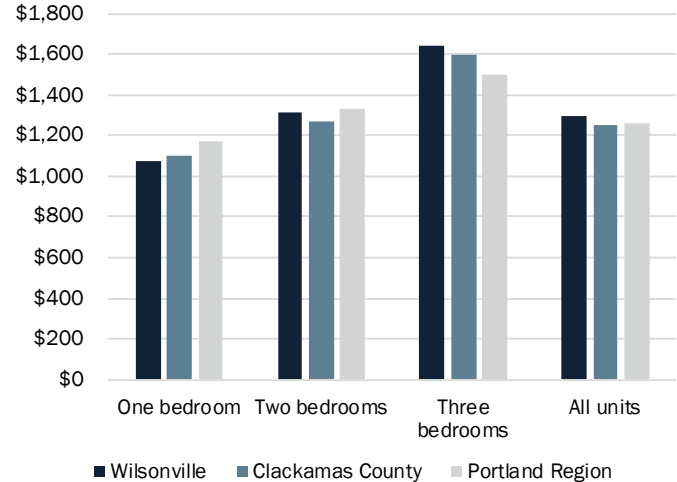
- Annual rent increases are limited to 7% plus the Consumer Price Index for the past 12 months. This applies to buildings over 15 years old.
- No-cause evictions are now limited to one of these four reasons:
 - Sale of the home to a new owner who will move-in
 - If the landlord or a family member will move-in
 - To address a significant repair or renovation of the unit
 - If the rental will no longer be used for residential use¹⁵

Wilsonville’s multifamily rental housing market trends mirror the Portland region.

On average, rents for one-bedroom units in Wilsonville are less than Clackamas County or the region, while larger units have similar or slightly higher rents than those in Clackamas County and the region.

Exhibit 16. Apartment Rents, by Bedroom Count, Wilsonville, Clackamas County, Portland Region, 2018.

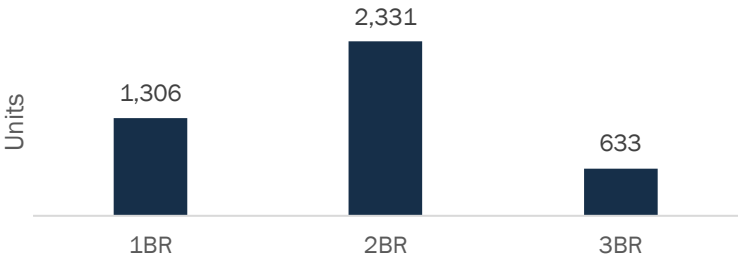
Source: CoStar.



Most multifamily rental housing units in the city are smaller one and two-bedroom units. Of 4,270 housing units in Wilsonville, about 31% have one bedroom, almost 55% have two, and only 15% have three.

Exhibit 17. Housing Unit Size, Wilsonville. 2019.

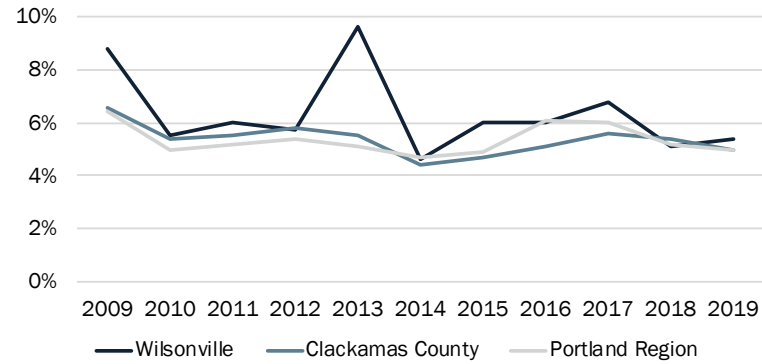
Source: CoStar



Multifamily vacancies in Wilsonville are average for the region. After some volatility during the recession, vacancy rates have settled at 5.4% in 2019, mirroring trends in the region, with vacancy rates of 5% for the Portland MSA and 4.8% for Clackamas County.

Exhibit 18. Multifamily Vacancy Rates in Wilsonville and Comparison Geographies, 2009-2019.

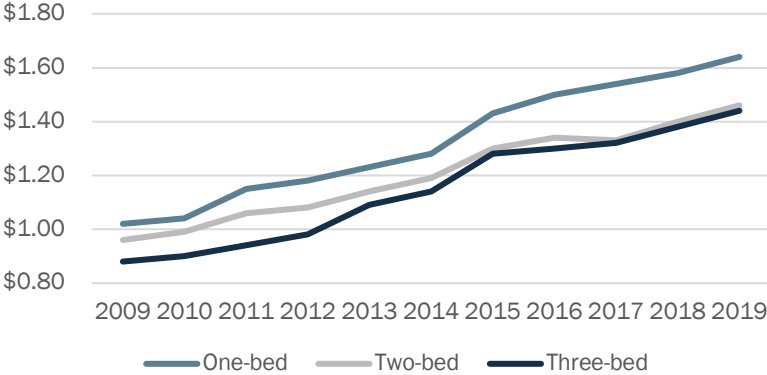
Source: CoStar



Apartment rents per square foot have been rising at similar rates across unit sizes. While one-bedroom apartments are still more expensive on a per square foot basis than larger units, the prices are rising at similar rates as for two- and three-bedroom apartments.

Exhibit 19. Wilsonville Apartment Rents per Square Foot, by Bedroom Count.

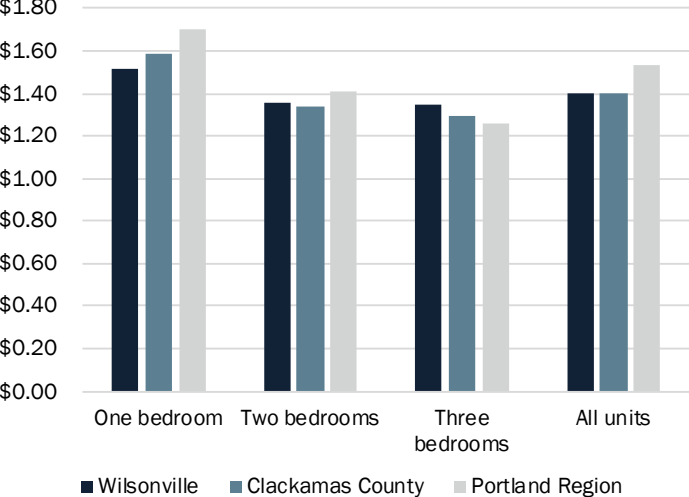
Source: CoStar.



Rents for Wilsonville’s one bedroom units are less expensive than the County or region, while three bedroom units are more expensive.

Exhibit 20. Apartment Rents Per Square Foot, by Bedroom Count, Wilsonville, Clackamas County, Portland Region, 2018.

Source: CoStar.

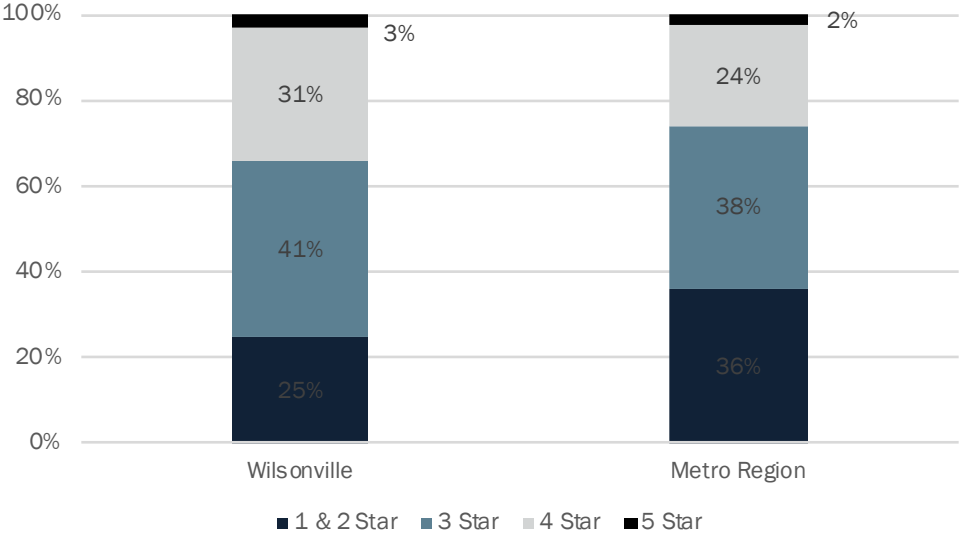


Wilsonville’s multifamily housing stock is relatively high-quality compared to the region.

According to CoStar—a multi-national commercial real estate information company—over one-third of Wilsonville’s multifamily housing stock is high-quality, compared to only one-quarter in the Portland region. This difference is mostly explained by the city’s relative lack of housing that CoStar¹⁶ rates as lower-tier.

Exhibit 21. Costar Quality Ratings for Multifamily Buildings in Wilsonville and Metro Region housing.

Source: CoStar.



Wilsonville’s higher quality multifamily housing stock results in higher rental prices compared with communities with a greater share of low-cost market rate rentals. On the other hand, Wilsonville may be less likely to see as much repositioning of its multifamily housing stock. This is the result of investors buying low-cost apartment complexes, making improvements, and increasing the rents at higher than average market rates.

Many residents cannot afford their housing costs.

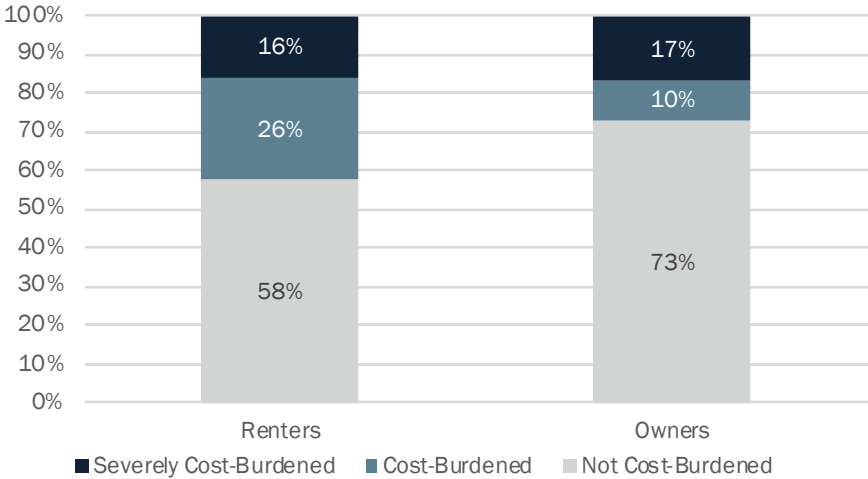
Many residents are paying more than 30% of their income on housing. Almost a quarter (23%) of all households in Wilsonville are cost-burdened, defined as spending more than 30% of their income on housing costs. Renters are particularly impacted: 42% are cost-burdened or extremely cost-burdened (spending more than 50% of their income on housing costs).

Low-income households are particularly likely to be cost-burdened.

Cost burden is a particularly pressing issue amongst renters. Disparities in income between current residents who rent and own their homes exacerbate the issue of housing cost burden, as renters have less income to begin with and are also paying too much of these limited resources on housing costs.

Exhibit 22. Housing Cost Burden in the City of Wilsonville by Tenure, 2012-2016

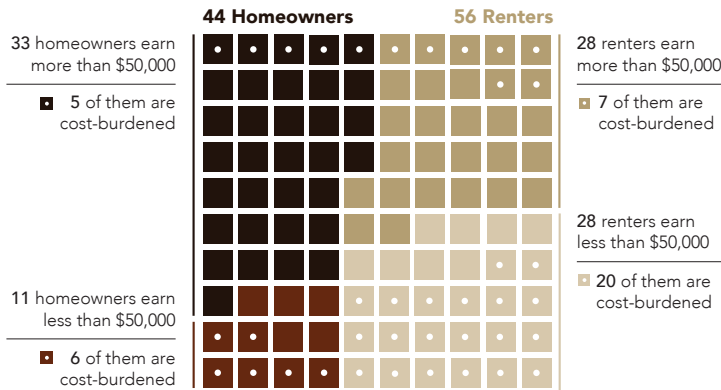
Source: U.S. Census Bureau, 2012-2016 ACS Table B25091 and B25070.



Almost 8 of 10 households that earn less than \$50,000 per year in Wilsonville are cost-burdened.¹⁷

Exhibit 23. Illustration of Cost Burden if all of Wilsonville's Households were 100 Residents

Source: U.S. Census Bureau, 2012-2016 ACS Table S2503.



Rents are relatively less affordable in Wilsonville than in Clackamas County.

When comparing household incomes to the median rent, Wilsonville’s rental housing stock is relatively more expensive than the county as a whole.

A household can start to afford Wilsonville’s median rents at about 70% of Wilsonville’s median household income (\$44,167).

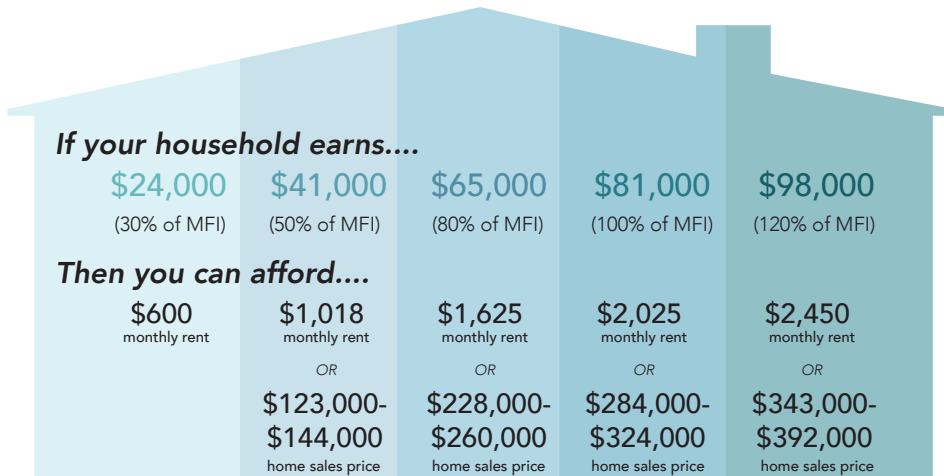
A household can start to afford Clackamas County’s median rents at about 61% of County median household income (\$41,349).

Low-income households have very few options for either homeownership or rental. Exhibit 24 provides an overview of what households at different incomes can afford in terms of monthly rent or home sales price. It also provides examples of annual salaries for different job types that fall into each income bracket.

Wilsonville’s residents are dissatisfied with the availability of reasonably-priced housing. The City’s 2018 Community Survey concluded that only 38% of residents rated the availability of affordable quality housing as excellent or good, down from 47% in 2014.

Exhibit 24. Financially Attainable Housing, by Median Family Income (MFI) for Clackamas County (\$81,400), Clackamas County, 2018

Source: U.S. Department of Housing and Urban Development 2016. U.S. Census Bureau, 2012-2016 ACS Table 19001, Bureau of Labor Services, Portland MSA, 2018, Note: MFI is Median Family Income, determined by HUD for Clackamas County.

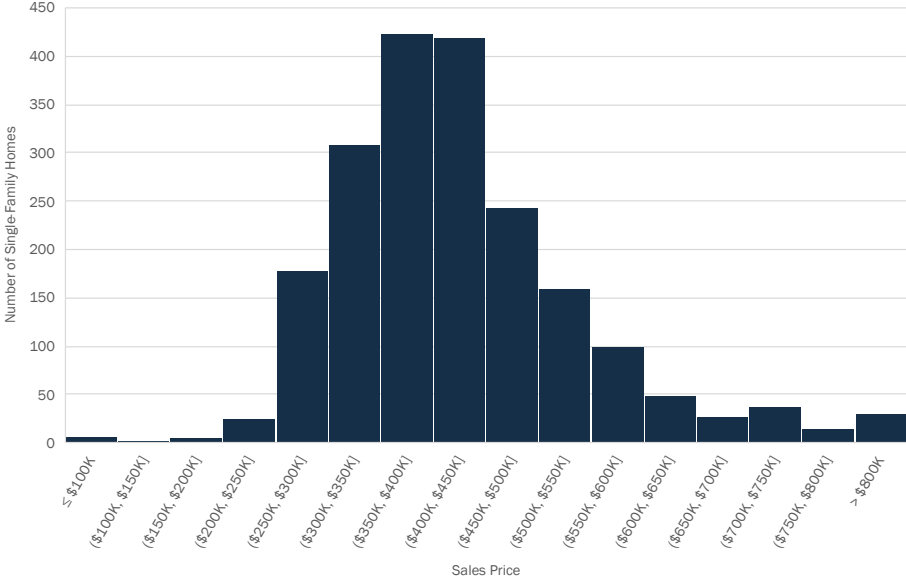


Homeownership is out of reach for many of Wilsonville’s current residents.

In the past five years, Wilsonville saw few single-family homes sell below \$300,000. Just 10% of homes sold for under \$300,000.

Exhibit 25. Single-Family Home Sales Price Distribution, Wilsonville, 2015-2019

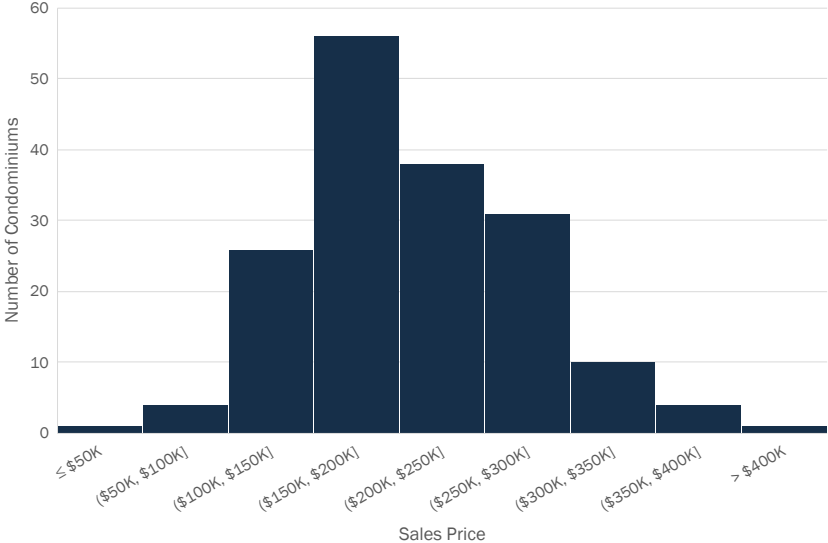
Source: Oregon Metro, Taxlots data, 2015-2019. N = 2,034. Includes single-family detached and attached housing types.



Condominiums had somewhat lower sales prices, with most selling for under \$300,000. However, there were only 171 sales of condos over the past five years.

Exhibit 26. Condominium Sales Price Distribution, Wilsonville, 2015-2019

Source: Oregon Metro, Taxlots data, 2015-2019. N = 171



A family making the median income for a renter household (\$50,406) could afford homes valued between about \$221,000 to \$252,000 (based on a range of financing assumptions).

However, the median home sales price in the city was almost double, at \$454,500, in February 2019.¹⁸

A household can start to afford the median home sales price (\$454,500), at:

Wilsonville:
185%
of Wilsonville's
median household income
(\$116,550).

Clackamas County:
152%
of County
median household income
(\$105,000).

In addition to high home sales prices, there are ongoing costs of homeownership. Most residential neighborhoods in Wilsonville have an homeowners association (HOA), which levies fees that can add to housing costs. An HOA is an organization in a subdivision, planned community or condominium that makes and enforces rules for properties. Those who purchase a house within an HOA's jurisdiction become members and must pay dues. These costs can add hundreds of dollars to monthly housing costs.

Wilsonville has few starter homes, which means would-be homeowners may be renting for longer.

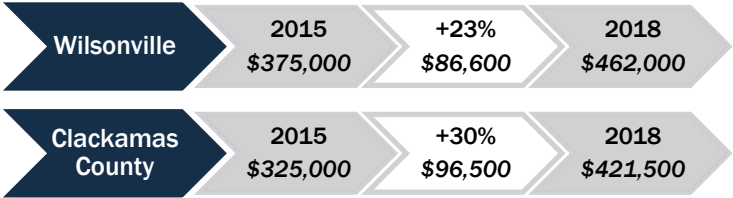
Homeownership is generally out of reach for most first-time buyers. The median housing sales price in September 2018, \$462,000, indicates that few entry-level homes are available for sale in Wilsonville. Prospective homeowners are likely renting for a longer period of time, perhaps bypassing the starter home stage and seeking instead to buy a “forever” home. This can be due to the many costs of acquiring a home, primarily the down payment and closing costs.

The average home in Wilsonville costs 31% more than what the average household can afford.¹⁹

Despite high home costs in Wilsonville, prices are increasing at a slower rate than in the County. From 2015 to 2018, the median home price increased only 23% in Wilsonville compared to 30% in Clackamas County.

Exhibit 27. Median Home Prices in Wilsonville and Clackamas County, 2015-2018.

Source: Property Radar.



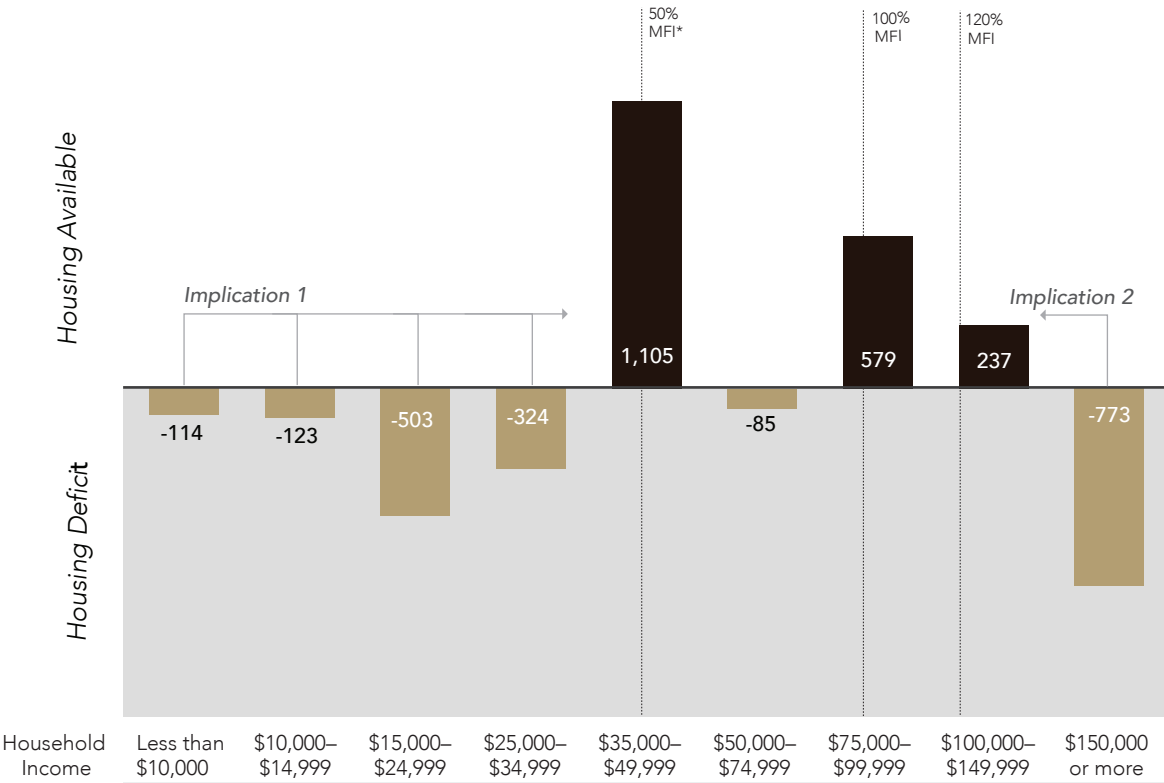
An entry-level home, or starter home, is a home accessible to a first-time homebuyer, often smaller and on the less expensive side of the market. Trulia defines a starter home as one priced in the lowest third of the local market, which in Wilsonville's case is up to about \$350,000 as of 2019. Typically, starter homeowners trade up to a bigger home in about five years.

Overall, there is little housing affordable to those at the low end of the income spectrum.

Wilsonville currently has a deficit of housing for households earning less than \$35,000. The housing types that Wilsonville has a deficit of are more affordable housing types such as apartments, duplexes, tri and quad-plexes, manufactured housing, and small, clustered single-family detached housing (e.g. cottages).

Exhibit 28 compares the number of households by income level with the number of units affordable to those households in cities within Clackamas County. Many lower-income households are living in expensive homes because of a deficit in units that they can afford (**Implication 1**). On the other end of the spectrum, some higher-income households are spending less than they could afford on housing, either because of preference, the timing of when they started renting or owning their home, or because of a lack of high-end housing stock (**Implication 2**). The pattern is similar for low-income households in Clackamas County.²⁰

Exhibit 28. Housing Costs and Units by Income Level, All Households, Wilsonville, 2018.
 Source U.S. Census Bureau, 2012-2016 ACS. Note: MFI is Median Family Income, determined by HUD for the Portland MSA.



5 What types of housing will future residents need?

In the future, Wilsonville will need a wider range of housing types and price points.

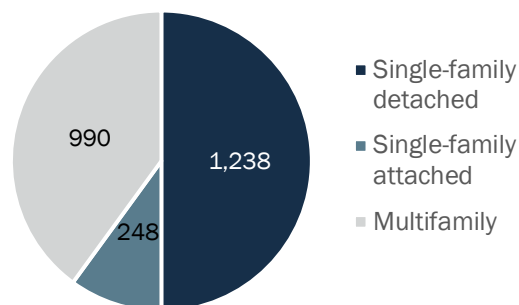
Over the next 20 years, the city will need a **wide range of housing types** and **housing that is affordable to households at all income levels** to accommodate an estimated 3,373 new residents by 2039. This conclusion is consistent with housing need in other cities in Clackamas County, the Portland Region, and most cities across the state.

This need largely originates in above-described demographic changes, where **Baby Boomers**, **Millennials**, and **Latinx families** will be increasingly important groups seeking housing. All three groups seek **affordable housing options, but may have different requirements for unit types and sizes**. Housing needs and preferences change for households in predictable ways over time, such as with changes in marital status, age, and size of family. However, income is the biggest driver of housing type choice. Both single-family attached and multifamily units will likely appeal to the growing demographic groups because they are less expensive and easier to maintain than single-family detached homes.

It is projected that Wilsonville will have demand for 2,476 new dwelling units over the next 20 years, and Wilsonville has land capacity for 2,377 units over that same period (not including the recently expanded UGB area of Frog Pond South and East).¹

Exhibit 29. Forecast of demand for new dwelling units, Wilsonville Planning Area, 2019 to 2039

Source: Calculations by ECONorthwest



¹ The HNA's forecast for Frog Pond East and South is based on Metro Ordinance 18-1427¹ which says Wilsonville must plan for a minimum of 1,325 dwelling units in Frog Pond East and South. However, this area was not included within the HNA's housing growth in the forecast for Wilsonville Planning Area because this UGB expansion was not yet acknowledged by the Land Conservation and Development Commission at the time of publication.

Exhibit 30. Implications for Future Housing Types from Increased Population Growth and Demographic Changes

Source: Population Research Center and ECONorthwest.

Future Trends	What could this mean for future housing types?
A growing city.	<ul style="list-style-type: none"> To accommodate these new households, an average of 124 new units will need to be built each year.
More middle-aged Millennials.	<ul style="list-style-type: none"> Homeownership rates for Millennials will increase as they continue to form their own households. There will likely be increased demand for relatively affordable housing types, including ownership and rental types, over the next 20 years. Some older Millennials with families may become empty nesters who need smaller units. Others may want housing to accommodate a three-generation family. <p><i>Source: Clackamas County HNA (page 54 and page 315)</i></p>
A relatively constant share of people 60+.	<ul style="list-style-type: none"> The aging of the Baby Boomers may have a smaller impact in Wilsonville than in some cities in the County because Wilsonville has a smaller share of people over 60 years of age. The city will be affected by retirement and changing housing needs of seniors as their households get smaller and their lifestyles change. While most Baby Boomers prefer to stay in their current homes as long as possible, some Baby Boomers may choose to downsize into smaller homes and seek homes where they can age in place (often single-story with easy access to services and amenities). Due to health or other issues, some Baby Boomers may become unable to stay in their current homes and will choose to live in multigenerational households or assisted-living facilities (at various stages of the continuum of care). <p><i>Source: Clackamas County HNA (page 53 and page 315)</i></p>
A steady or increasing share of Latinx households.	<ul style="list-style-type: none"> Continued growth in Latinx households will increase need for larger units (to accommodate larger, multigenerational households) and relatively affordable housing. <p><i>Source: Clackamas County HNA (page 316)</i></p>

The key finding from the data above is that Wilsonville will need to continue to offer a diverse array of housing types, at a range of price points. Given decreases in average household sizes and a stable to increased share of older households, there will be more demand for smaller, attached housing types and multifamily housing.

Wilsonville has diverse housing types and is planning for a mix of unit types in its growth areas.

Much of the current residential growth in Wilsonville is taking place in the Villebois neighborhood on the west side of I-5, but a handful of other smaller pockets of development are under construction as well. Primary future growth areas for the community include the Frog Pond and Town Center Planning Areas, which are both on the east side of I-5.

This section summarizes information from the Clackamas County Baseline Housing Needs Analysis (2019) and the Wilsonville Baseline Housing Needs Analysis (2019), which is included in Appendix A.

Key Growth Areas

Frog Pond

Development of Frog Pond, an area designated to transition from rural to urban development, will take time, given the need to extend utilities and build infrastructure to serve houses. Engineering and construction plans for Frog Pond West are underway, with an expectation that the first homes will be available starting in 2019. Frog Pond West will include mostly single-family detached housing types, with some single-family attached units. The rest of the Frog Pond Area—Frog Pond South and East—is expected to contain some attached housing and cottage clusters, with the majority of the Frog Pond Area planned for single-family detached housing. Timing for moving forward on Frog Pond South and East is not entirely known, but, following master planning of this area, it is expected that building of the first homes in the area will not likely begin until after 2024.²¹ Ultimately, infrastructure extensions, market response to Frog Pond West, and overall housing demand will determine the timing for Frog Pond South and East.

The forecast for Frog Pond East and South is based on Metro Ordinance 18-1427, which says Wilsonville must plan for a minimum of 1,325 dwelling units in Frog Pond East and South. However, the Baseline HNA for Wilsonville did not include Frog Pond East and South housing growth in the forecast for Wilsonville Planning Area because this UGB expansion has not yet been acknowledged by the Land Conservation and Development Commission.

Town Center

The Wilsonville Town Center area is already built, but there is a newly adopted plan that anticipates infill and redevelopment of much of the area that could result in up to 880 new units within a 20-year timeframe. Almost all of the new housing in the Town Center is expected to be attached single family or multifamily housing, much of which will be co-located with retail and office uses in modern, mixed-use buildings. Timing for the infill and redevelopment will be determined by private property owners, their business plans, and market demand for a more urban living experience in the center of Wilsonville.

Villebois

On the west side of the city, Villebois is a mixed-use community that contains single-family detached housing, single-family attached housing, duplexes, row houses, multifamily housing, and cluster housing. Villebois will be nearing full build-out in the next few years.

Other Neighborhoods

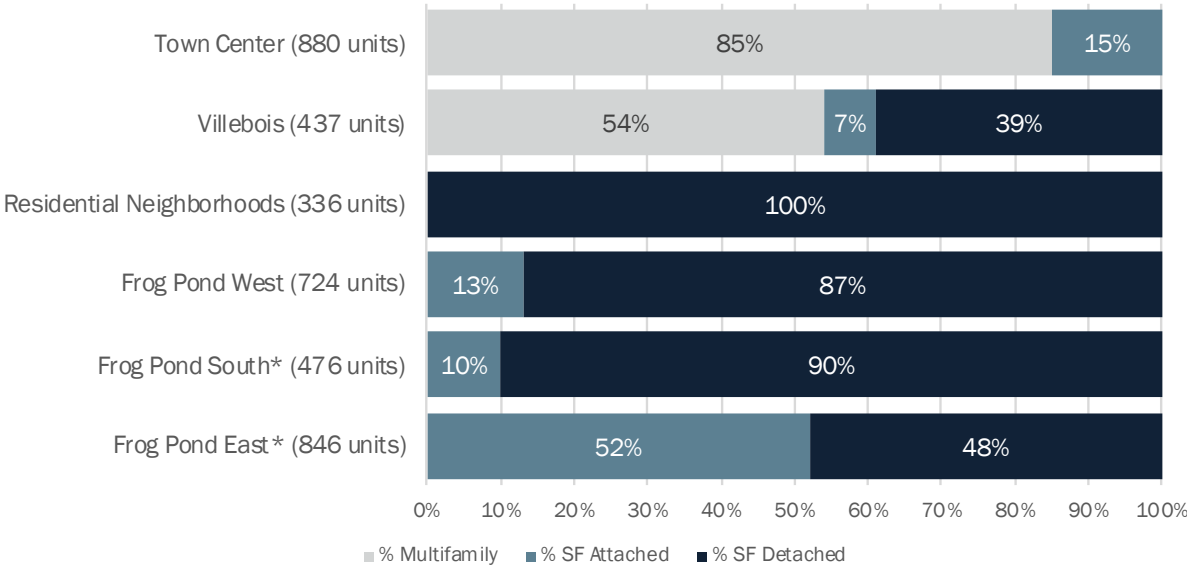
Infill may be possible in some areas outside of Villebois, the Town Center, and the UGB expansion areas. There could be an opportunity for accessory dwelling units, but most neighborhoods are planned developments with Covenants, Conditions, and Restrictions that could make infill more challenging.

Summary of Capacity by Neighborhood

In 2019, the City of Wilsonville received a baseline Housing Needs Analysis as part of a broader project to assess housing needs across Clackamas County (for details, see Appendix A). It is expected that most new homes will be built in the existing neighborhoods of Villebois and Town Center, and the new Frog Pond West growth area. The analysis also assumes that vacant residential land in other existing Residential Neighborhoods will be built, at historical densities, over the next 20 years.²² Exhibit 31 provides a graphical summary of the capacity within Wilsonville planning areas that was included in the Housing Needs Assessment.

Exhibit 31. Summary of Estimated Capacity and Housing Mix within Wilsonville Planning Areas, 2019 to 2039

Source: Buildable Lands Inventory; Frog Pond Concept Plan (2015), Wilsonville Staff, Calculations by ECONorthwest.
 Note: Capacity matches demand in Villebois, Town Center, and Frog Pond West. Land in Residential Neighborhoods includes vacant and partially vacant land. For this housing market research report, we have added in calculations for Frog Pond South and East. For a map of these areas, see page 4 of Appendix A: Wilsonville Baseline Housing Needs Analysis.



* Not included in Baseline HNA Calculations.

6 Conclusion

This housing market research report provides a compendium of information to City leadership to support future decision making for the Equitable Housing Strategic Plan. The analysis found that the City has proactively planned for a mix of housing types across its planning areas, but increasing rents and home sales prices in the Portland region continue to exacerbate affordability in Wilsonville. The City is expected to grow by over 3,000 people in the next 20 years, many of whom will be interested in diverse, affordable housing types. These issues point to a need for a proactive roadmap toward achieving more equitable housing now and into the future.

The Plan will build on this base of information to identify implementation actions that the City should take to address current housing issues and plan for future housing. In future phases of the work, the City should take the following considerations into account:

- **Affordability Considerations.** Housing prices are a regional issue that also must be addressed at the local scale. Many residents in the city are paying more than 30% of their income towards housing. This is especially true for lower income renters. Contributors to development costs such as parking requirements, on-site amenities, extending water and sewer lines into new growth areas, and escalating construction costs have significant implications as to what housing types get built and where the rent or sales price needs to be set. Similarly, residents' incomes are not keeping pace with rising housing costs. Many residents who would like to own a home struggle to save enough to cover down payment and closing costs, and avoid being cost-burdened by the mortgage payment, insurance and property taxes, and monthly homeowners association fees.
- **Unit Type Considerations.** The demographic changes that Wilsonville will see over the next 20 years point to a need for planning a broad range of housing types for owners and renters with a wide range of price points. This conclusion is consistent with housing need in other cities in Clackamas County, the Portland Region, and most cities across the state. Compared to the rest of the county, Wilsonville has done a commendable job of promoting a diversity of housing types in the past, but recent trends point to a growing production of single-family detached units. Going forward, Wilsonville will need to continue to ensure a range of housing types are developed, such as small single-family detached housing (e.g., small-lot single-family and cottage clusters), townhouses, duplexes and quad-plexes, and apartments. Wilsonville is planning for these housing types in areas like Villebois and Town Center. However, in the Town Center, it will take time before market conditions improve for mixed-use multifamily development and the implementation of the Town Center Plan. The Frog Pond Planning Area includes new single-family attached types, which will meet an important need among future residents. Going forward, Wilsonville will need to ensure that these plans and their goals are fully implemented.

- **Access to Services, Amenities, and Transit.** Given Wilsonville’s relatively small size, much of Wilsonville’s housing is within easy reach of services, amenities, and transit. However, new planning areas are located farther from the city’s core and existing city services and amenities. Frog Pond West is planned to develop as predominately single-family detached neighborhoods, without the addition of retail amenities or services. The Town Center is the city’s commercial core with unrealized capacity to develop into a dynamic, amenity-rich center that could appeal to growth populations – Millennials, Baby Boomers, and Latinx populations.
- **Structural Considerations.** Finally, Metro notes that “Equitable housing also represents a system that accounts for the needs of households with low income and communities of color, recognizes a history of housing discrimination, and complies with current state and federal fair housing policy.”²³ ECONorthwest and its partners will be conducting stakeholder outreach to uncover findings related to the structural gap – how welcome do people feel in Wilsonville’s housing market? What kinds of barriers to people have in getting financing or making a security deposit? Have people encountered discrimination when looking for or locating in a home? Addressing these structural issues is important to achieving a balanced plan that meets the needs of Wilsonville’s diverse residents.

The Equitable Housing Strategy Plan should seek to address each of these considerations. The consultant team will use the research along with findings from the stakeholder outreach to develop a set of implementation actions in the final Equitable Housing Strategic Plan.

Appendix

Appendix A: Wilsonville Baseline HNA

This memorandum serves as Wilsonville’s preliminary baseline HNA, as an update to the HNA completed by the City in 2014.

¹ 2018 Wilsonville Annual Housing Strategy

² Geigerich, Andy. "List Leaders: These are Oregon's 15 fastest-growing cities." Portland Business Journal. May 13, 2019. <https://www.bizjournals.com/portland/news/2019/05/13/list-leaders-these-are-oregons-15-fastest-growing.html>

³ Current Population Survey Definitions. United States Census Bureau.

<https://www.census.gov/programs-surveys/cps/technical-documentation/subject-definitions.html>

⁴ U.S. Census Bureau. 2019. LEHD Origin-Destination Employment Statistics (2002-2015). Washington, DC: U.S. Census Bureau, Longitudinal-Employer Household Dynamics Program, accessed on June 20, 2019 at <https://onthemap.ces.census.gov>. LODES 7.3. The latest Census data available on commute patterns are from 2015.

⁵ The Oregon Department of Education Child Nutrition Programs provides income guidelines by household size for free and reduced price meals for students in schools. In 2016-2017, students qualified for free lunch at the following income levels: 2 people (\$20,826), 3 people (\$26,208), 4 people (\$31,590). Students qualified for reduce lunch prices at the following income levels: 2 people (\$29,637), 3 people (\$37,296), 4 people (\$44,955).

⁶ 2018 Wilsonville Annual Housing Report.

https://www.ci.wilsonville.or.us/sites/default/files/fileattachments/community_development/page/29051/housing_report_pdf_version.pdf

⁷ Wilsonville Housing Needs Assessment, 2019.

⁸ Clackamas County Baseline Housing Needs Assessment, 2019. Page 73.

⁹ https://www.oregonmetro.gov/sites/default/files/2018/12/03/2018_UGR-summary-11282018_v2pdf.pdf

¹⁰ Portland Region Housing Needs Assessment.

<https://www.oregonmetro.gov/sites/default/files/2018/12/04/Appendix5A-HousingNeedsAnalysis.pdf>

¹¹ Clackamas County Baseline Housing Needs Assessment, 2019.

¹² Wilsonville Residential Land Study

¹³ Villebois Village Master Plan.

https://www.ci.wilsonville.or.us/sites/default/files/fileattachments/planning/page/84681/villebois_village_master_plan.pdf.

¹⁴ 2018 Wilsonville Annual Housing Report

¹⁵ <https://olis.leg.state.or.us/liz/2019R1/Downloads/MeasureDocument/SB608/Introduced>

¹⁶ The CoStar Building Rating System provides a national rating for buildings. Properties are evaluated and rated using a 5-star scale based on the characteristics of each property type, including: architectural attributes, structural and systems specifications, amenities, site and landscaping treatments, third party certifications and detailed property type specifics. More information on CoStar's website:

https://www.costar.com/docs/default-source/brs-lib/costar_buildingratingsystem-definition.pdf?sfvrsn=12a507a4_2

¹⁷ 2018 Wilsonville Annual Housing Report.

¹⁸ Redfin, Property Radar.

¹⁹ 2018 Wilsonville Annual Housing Report.

²⁰ Clackamas County Baseline Housing Needs Assessment, 2019. See Exhibit 67 on page 75.

²¹ In addition to the capacity in the areas mentioned above, Frog Pond East and South are new additions to the Metro Urban Growth Boundary with housing expectations defined in Metro's growth boundary (refer to Metro Ordinance 18-1427 at <http://rim.oregonmetro.gov/Webdrawer/Record/558717>). The growth decision says Wilsonville must plan for a minimum of 1,325 dwelling units in Frog Pond East and South. However, as of June 2019, this UGB expansion has not yet been acknowledged by the State of Oregon Land Conservation and Development Commission. Therefore, ECONorthwest has not included Frog Pond East and South housing growth in the forecast for Wilsonville.

²² Assumption for future mix is based on requirements from OAR 660.007. OAR 660-007-0030(1) requires "(1) Jurisdictions other than small developed cities must either designate sufficient buildable land to provide the opportunity for at least 50 percent of new residential units to be attached single family housing or multiple family housing or justify an alternative percentage based on changing circumstances. Factors to be considered in justifying an alternate percentage shall include but need not be limited to: (a) Metro forecasts of dwelling units by type; (b) Changes in household structure, size, or composition by age; (c) Changes in economic factors impacting demand for single family versus multiple family units; and (d) Changes in price ranges and rent levels relative to income levels. (2) The considerations listed in section (1) of this rule refer to county-level data within the UGB and data on the specific jurisdiction."

²³ "Opportunities and Challenges for Equitable Housing." Metro. 2016.

<https://www.oregonmetro.gov/sites/default/files/2016/01/28/EquitableHousingReport-20160122.pdf>



City Council Work Session

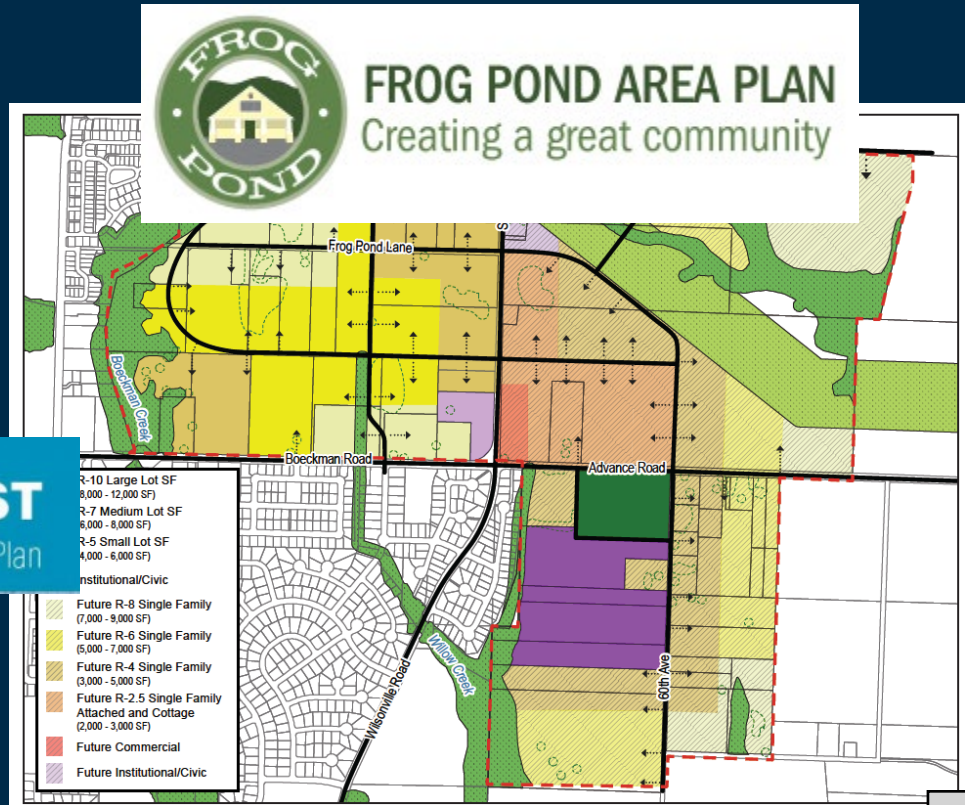
January 20, 2022

Frog Pond Planning To Date

Item B.



Figure 14



FROG POND WEST Master Plan



Equitable Housing Strategic Plan Item B.



Wilsonville Equitable Housing Strategic Plan

June 15, 2020

Resolution No. 2820

Identifies needs and opportunities for housing and establishes actions to address them

Policy Objectives:

- Diversity of housing types
- Increased partnerships with developers
- Affordable homeownership opportunities
- Reduced risk of housing displacement
- Access to services and public transit
- Quality subsidized housing
- Social equity and inclusion



Frog Pond East and South Housing Mix

Item B.

- For sure part of mix:
 - Detached single-family
 - Middle housing
 - Accessory dwelling units (ADU's)
- Potentially part of mix
 - Apartments/condos and other multi-family (type, scale to be determined)

Type and Scale of Apartments/Condos

Item B.

Garden



Urban Mixed Use

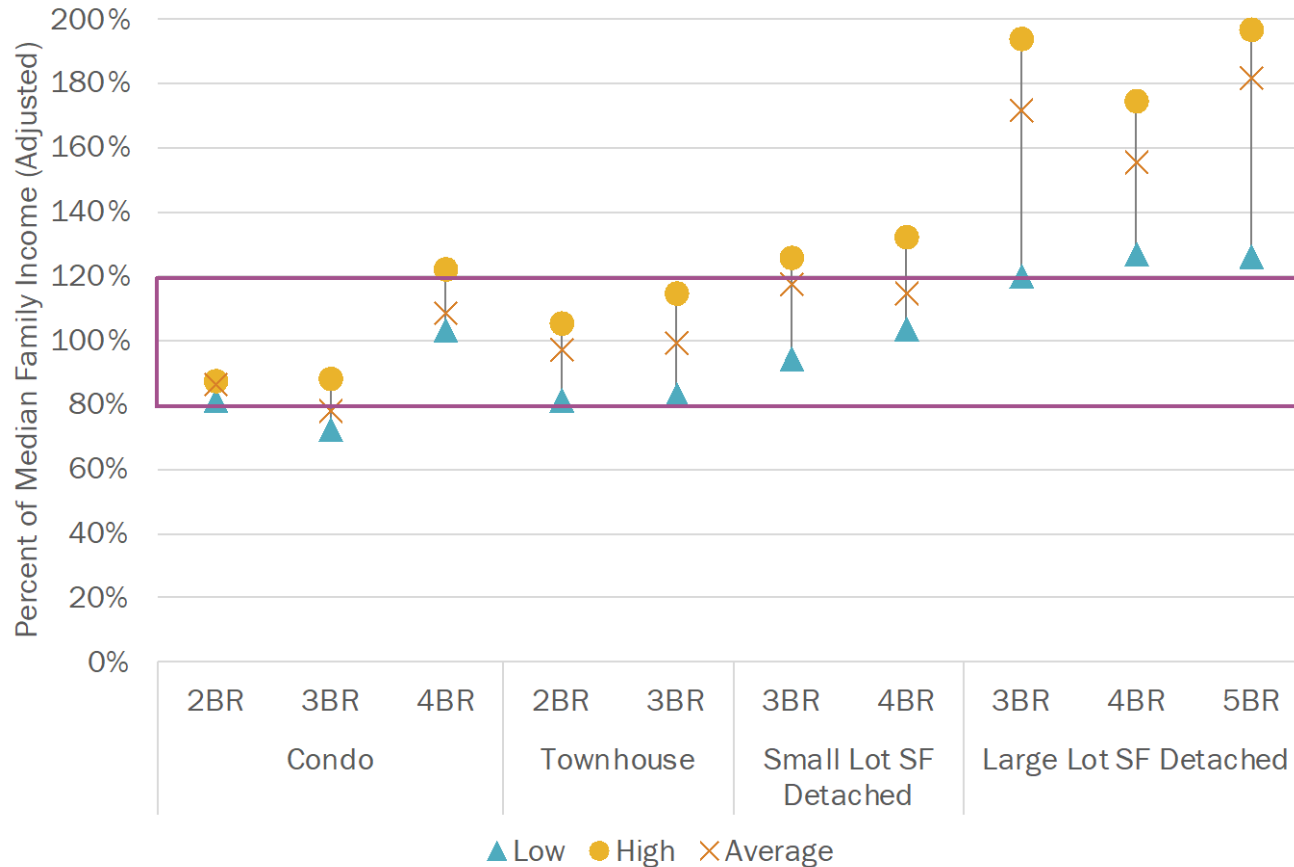


Small Scale



Unit Type and Affordability

Item B.



New large-lot detached housing affordable only to households earning >120% of the median family income*

Most attached for-sale housing & small lot detached is affordable to households earning 80-120% of the median family income*

* Median family income from HUD for Clackamas County, adjusted for household size given number of bedrooms

Affordable and workforce housing development basics

Item B.

Affordable housing developed by non-profit / mission-driven developers

Mixed-income / “shallow” affordability by market-rate developers

Lower-cost market rate housing by market-rate developers

0-30% AMI

30-60% AMI

60-80% AMI

80-100% AMI

100-120% AMI

120+% AMI



Questions/Discussion

- Insights and thoughts about potentially allowing multi-family housing in Frog Pond East and South to support identified housing needs?
- Questions to try to answer, if possible, in affordable housing analysis?



Next Steps



CITY COUNCIL ROLLING SCHEDULE

Board and Commission Meetings

Items known as of 01/11/22

January

Date	Day	Time	Event	Location
1/24	Monday	6:30 p.m.	DRB Panel B - CANCELLED	Council Chambers
1/26	Wednesday	6:30 p.m.	Library Board Meeting	Library

February

Date	Day	Time	Event	Location
2/2	Wednesday	6:00 p.m.	Mid-Year Budget Review	Council Chambers
2/7	Monday	7:00 p.m.	City Council Meeting	Council Chambers
2/8	Tuesday	6:00 p.m.	Diversity, Equity and Inclusion (DEI) Committee	Virtual
2/9	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
2/14	Monday	6:30 p.m.	DRB Panel A	Council Chambers
2/23	Wednesday	6:30 p.m.	Library Board Meeting	Library
2/24	Thursday	7:00 p.m.	City Council Meeting	Council Chambers
2/28	Monday	6:30 p.m.	DRB Panel B	Council Chambers

Community Events:

- 1/3-2/28 Winter Reading Challenge at the Library
- 1/21 Healthy Bones and Balance from 8:30 a.m. – 9:20 a.m. at the Community Center
- 1/21 Advanced Healthy Bones and Balance from 9:30 a.m. – 10:20 a.m. at the Community Center
- 1/21 Bridge for Advancing Players from 10:00 a.m. - 11:30 a.m. at the Community Center
- 1/21 Bridge Group 1:00 p.m. - 4:00 a.m. at the Community Center
- 1/24 Healthy Bones and Balance from 8:30 a.m. – 9:20 a.m. at the Community Center
- 1/21 Advanced Healthy Bones and Balance from 9:30 a.m. – 10:20 a.m. at the Community Center
- 1/24 Body Sculpt from 10:00 a.m. – 11:00 a.m. at the Stein-Boozer Barn
- 1/24 Blood Drive from 10:00 a.m. – 4:30 p.m. at the Library
- 1/24 Genealogy Club from 1:00 p.m. – 2:30 p.m. online
- 1/24 Bridge Group 1:00 p.m. - 4:00 a.m. at the Community Center
- 1/24 English Class & Conversation Group from 6:00 p.m. – 7:30 p.m. online
- 1/24 Body Sculpt from 10:00 a.m. – 11:00 a.m. at the Stein-Boozer Barn
- 1/25 Quilters from 9:00 a.m. – 11:45 a.m. at the Tauchman House
- 1/25 Watercolor: Through Artist Eyes from 10:10 a.m. - 12:10 p.m. at the Community Center
- 1/25 Toddler and Baby Time from 10:30 a.m. - 11:00 a.m. at the Library
- 1/25 Beginning Tai Chi from 2:00 p.m. - 3:00 p.m. at the Community Center
- 1/25 Tai Chi Studio from 3:15 p.m. - 4:15 p.m. at the Community Center
- 1/25 Parenting the Love and Logic Way from 6:00 p.m. - 7:30 p.m. at the Parks & Rec. Admin Bldg.
- 1/26 Healthy Bones and Balance from 8:30 a.m. – 9:20 a.m. at the Community Center
- 1/26 Advanced Healthy Bones and Balance from 9:30 a.m. – 10:20 a.m. at the Community Center
- 1/26 Tai Chi Chih Basics from 10:55 a.m. - 11:55 a.m. at the Community Center
- 1/26 Pinochle/Cribbage from 1:00 p.m. - 4:00 p.m. at the Community Center
- 1/26 Body Sculpt from 5:45 p.m. – 6:45 p.m. at the Stein-Boozer Barn
- 1/27 Ukulele Jam from 9:00 a.m. - 11:00 a.m. at the Parks & Rec. Admin Bldg.
- 2/21 City Offices & Library Closed, SMART Services Operable - Presidents' Day



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: January 20, 2022		Subject: Celebrations and Proclamations	
		Staff Member: Zoe Mombert, Assistant to the City Manager (Assisting Council President Akervall)	
		Departments: Administration	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input checked="" 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 Recommendations: N/A			
Recommended Language for Motion: N/A			
PROJECT / ISSUE RELATES TO:			
<input type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input checked="" type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:
Receive information about a proposed celebration and proclamation process.

EXECUTIVE SUMMARY:

The City Council hears many proclamations during the year and in some cases a multiple proclamations at one City Council meeting. Proclamations provide an important opportunity for community education, celebration, and recognition. They should be meaningful and significant, and make appropriate use of City resources and time. Council President Akervall worked with City Staff to evaluate current practices and to create a clear process to acknowledge events, programs, etc., with a proclamation or other type of celebration. The new process will help guide staff, residents and the City Council to determine when we will share a proclamation, read a proclamation or provide other options for recognition.

BACKGROUND INFORMATION:

Proclamations are a great way to recognize people, programs and events. In some cases, they are a formality and in other situations, they are meant to inform the community. In the past, the city has read proclamations during city council meetings as a way to inform or celebrate. The proclamation reading can be lengthy and the message intended can be lost.

Council President Akervall met with staff on multiple occasions over the last six months to review our proclamation procedures for existing proclamations as well as new proclamation suggestions from the community, staff and council members.

After reviewing current practices, it was determined there should be a clear process to identify when a proclamation is needed, when it will be read aloud, etc. The process for new and existing proclamations are attached (attachment A and B). In the interest using meeting time effectively, it is recommended that no more than two proclamations will be read aloud in a meeting. In addition, proclamations can be prepared, signed by the Mayor and included in the council meeting packet. In some instances, a proclamation may not be needed at all to recognize an accomplishment, event or program. In those situations, it might be more meaningful for a City Council to provide information during Councilor Comments or receive a presentation during communications or citizen input.

The intent of the new process is to provide recognition in an appropriate and meaningful way. The attached flow charts provide a clear process for new and existing proclamation process for staff, community members and councilors to follow. This process also provides transparency.

EXPECTED RESULTS:

Clear process for proclamations and appropriate recognition for events.

TIMELINE:

Staff will provide quarterly updates to the Mayor regarding upcoming proclamation needs or requests. The evaluation for new proclamations will vary.

CURRENT YEAR BUDGET IMPACTS:

There are no budget impacts.

FINANCIAL REVIEW:

Reviewed by: KAK Date: 1/11/2022

LEGAL REVIEW:

Reviewed by: BAJ Date: 1/11/2022

COMMUNITY INVOLVEMENT PROCESS:

N/A.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Clear process for proclamations and appropriate recognition for events.

ALTERNATIVES:

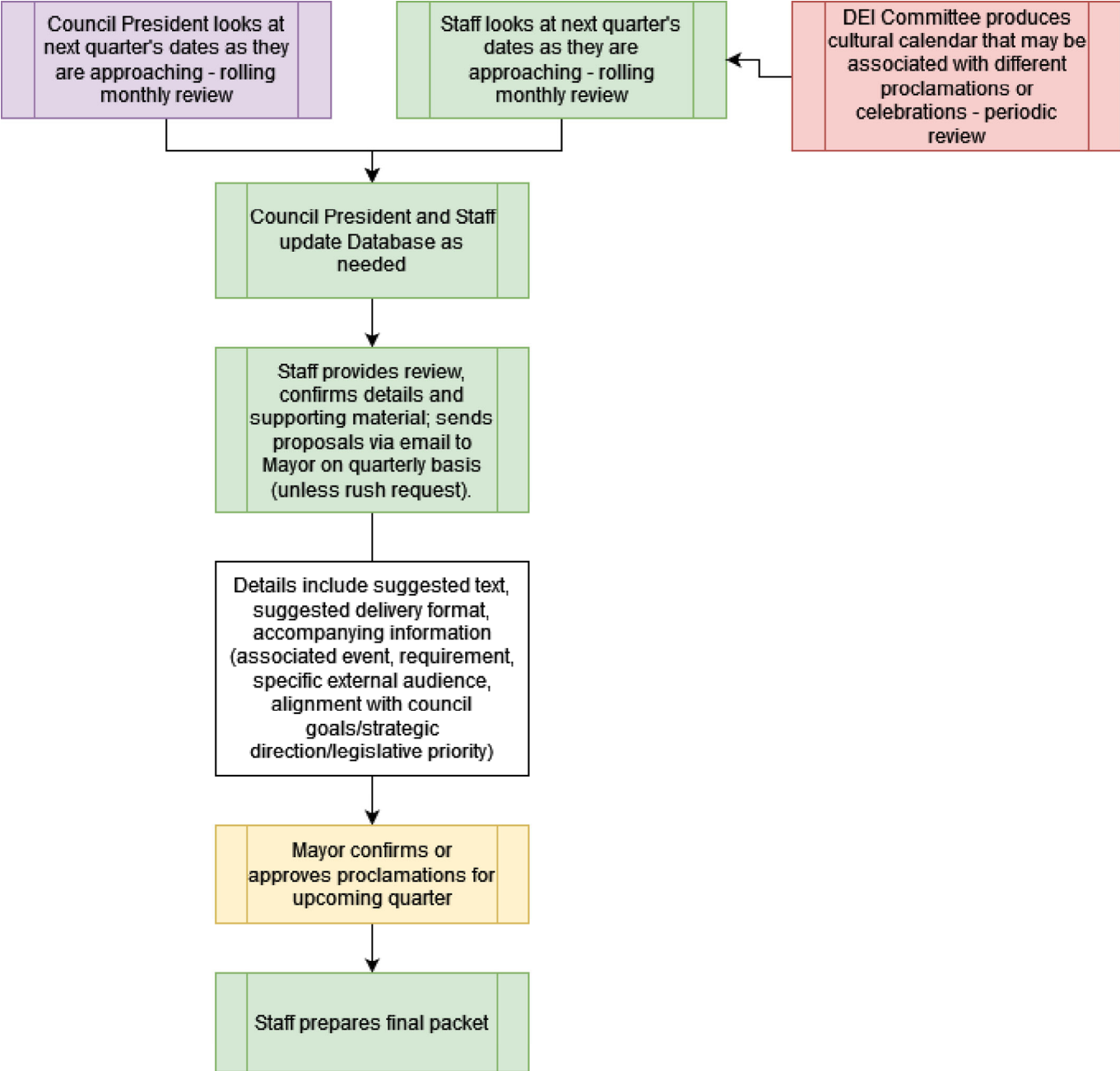
N/A.

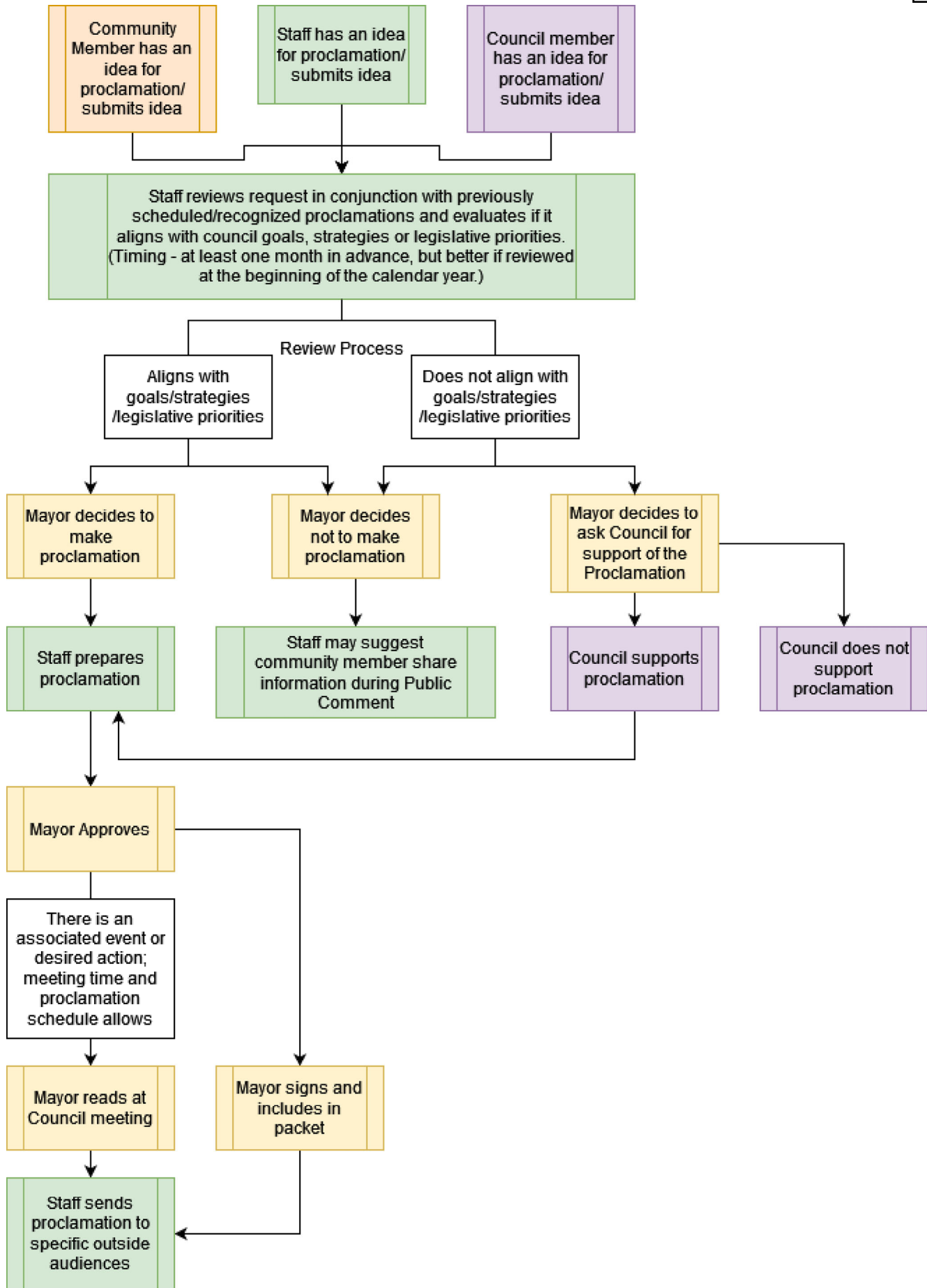
CITY MANAGER COMMENTS:

N/A.

ATTACHMENTS:

- A. Ongoing proclamation process
- B. Proclamation Process
- C. Proclamation Request Form





Proclamation Request Form

Proclamation Title:

Purpose:

Month or date of significance or celebration:

Associated event or program in Wilsonville (Provide date, time, location, type of event):

Description:

Website:

Requested by:

Date:

Republic Services of Clackamas and Washington Counties

City of Wilsonville

2020 Annual Report



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Fiscal Review

Income Statement

	2019	2020	2021
Revenue	\$7,294,475	\$7,367,687	\$7,407,609
Cost of Operations	\$5,449,894	\$5,457,465	\$5,560,621
Gross Profit	\$1,844,581	\$1,910,222	\$1,846,988
Sales, General and Administrative	\$670,581	\$703,569	\$723,119
Operating Income	\$1,174,000	\$1,206,653	\$1,123,869
<i>Op Income as a % of Revenue</i>	<i>16.09%</i>	<i>16.38%</i>	<i>15.17%</i>
Income Taxes (Unallowable)	\$335,764	\$345,103	\$327,833
Net Income	\$838,236	\$861,550	\$796,037

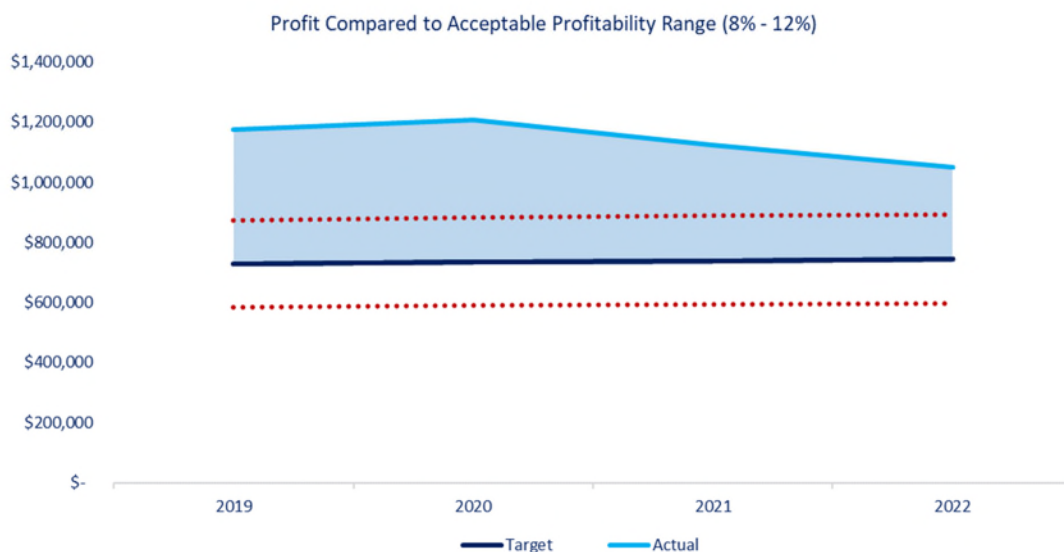


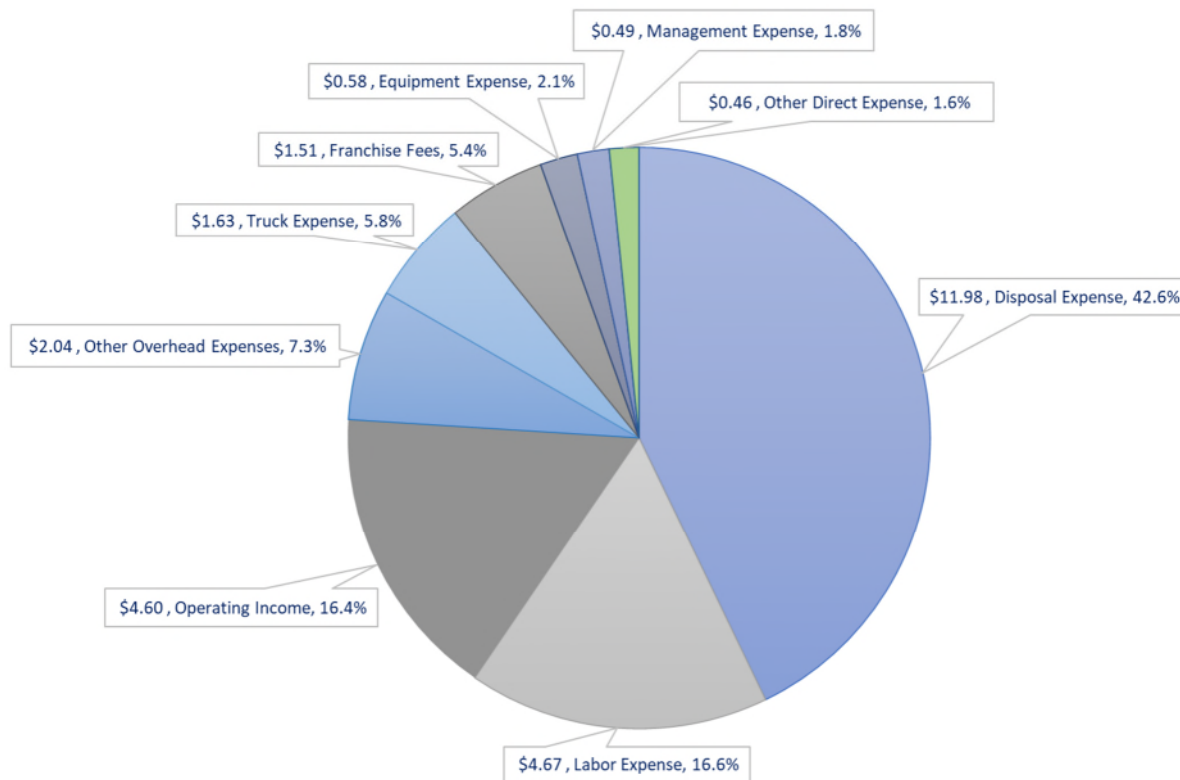
Chart notes: The chart specifically shows profit for the two years prior and for the next two years projected. The franchise classifies allowable and unallowable expenses and to provide a complete picture to the City, we have included both in our reporting for transparency reasons.

Schedule of Expenses

	2019	2020	2021
<i>Cost of Operations</i>			
Disposal Expense	\$2,983,992	\$3,139,658	\$3,220,245
Labor Expense	\$1,368,448	\$1,223,320	\$1,251,752
Truck Expense	\$536,623	\$426,465	\$441,680
Equipment Expense	\$119,410	\$152,936	\$155,741
Franchise Fees	\$254,494	\$394,857	\$370,380
Other Direct Expense	\$186,927	\$120,230	\$120,822
Cost of Operations	\$5,449,894	\$5,457,465	\$5,560,621
<i>Sales, General and Administrative</i>			
Management Expense	\$100,659	\$129,223	\$135,136
Administrative Expense	\$47,252	\$39,681	\$41,483
Other Overhead Expenses	\$522,670	\$534,665	\$546,501
Sales, General, and Administrative	\$670,581	\$703,569	\$723,119

What does my monthly payment go towards?

Based on 2020 figures for a 35 gallon customer



Category	Percent	Amounts
Disposal Expense	42.6%	\$ 11.98
Labor Expense	16.6%	\$ 4.67
Operating Income	16.4%	\$ 4.60
Other Overhead Expenses	7.3%	\$ 2.04
Truck Expense	5.8%	\$ 1.63
Franchise Fees	5.4%	\$ 1.51
Equipment Expense	2.1%	\$ 0.58
Management Expense	1.8%	\$ 0.49
Other Direct Expense	1.6%	\$ 0.46
Administrative Expense	0.5%	\$ 0.15
	100.0%	\$ 28.11

Chart notes: The most common Residential service level in Wilsonville is the 35gallon cart size. These two charts break out where a Wilsonville resident’s monthly payment goes.

Operations

Services Available in Wilsonville

Residential Collection Service

- Weekly and On-Call curbside garbage cart service
- Weekly curbside recycling cart service
- Multi-family trash and recycling service
- Organics and yard debris cart collection service
- Oregon E-Cycles electronics waste collection center
- Pilot Project: Number 6 polystyrene collection at our Wilsonville depot

Commercial/Industrial Collection Services:

- Regular or On Call waste collection
- Drop boxes for demolition and other extra-large projects
- Recycling services tailored to specific business needs
- Food Scraps/Organic waste composting service
- Yard Debris collection service

Other Services available for all customers:

- Temporary container and drop box service
- Holiday collection -all holidays, except Thanksgiving, Christmas and New Year's Day
- Seasonal service stops for customers gone more than four weeks
- Convenient payment via *My Republic*
 - *Customers can start and request extra services through the app .*
- Christmas tree collection
- Recycling center
- Annual Fall and Spring Bulky waste days and other community events



2020 Wilsonville Service Facts

- We have 14 drivers and 14 CNG trucks servicing Wilsonville
- Drivers are at the curbs of 5,447 Wilsonville homes 5 days/week
- There are approximately 991,354 residential containers picked up every year (includes glass bins)

Customer Counts

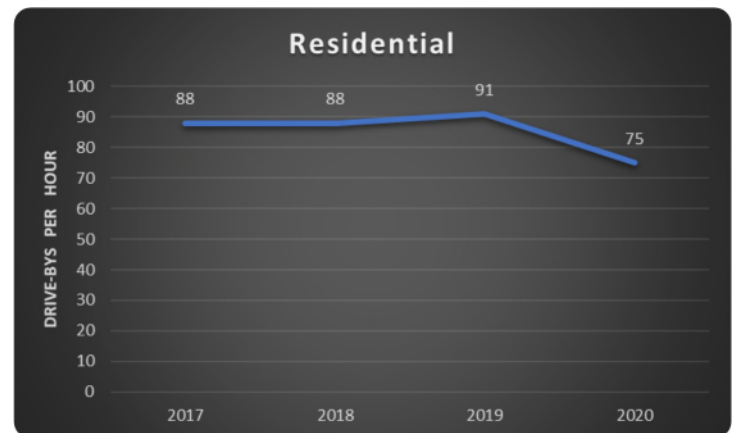
	Residential	Multifamily	Commercial
# of Customers	5,447	37	590

	Permanent Industrial	Temporary Industrial	Compactors
# of Customers	189	256	51
# of hauls	4028	1,499	1,039

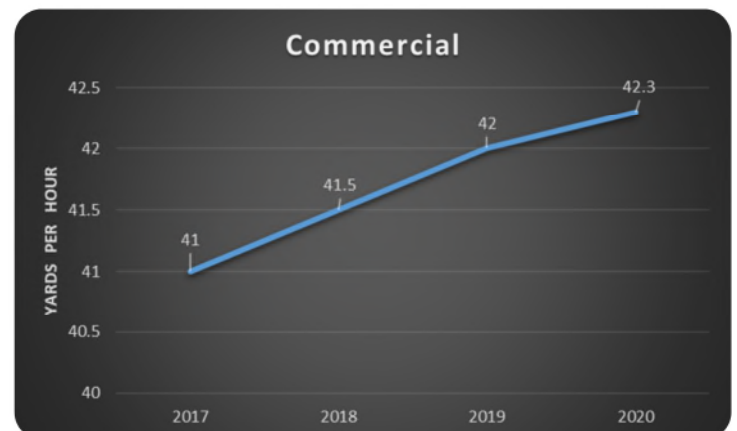


Operational Efficiency Tracking

Residential efficiency is tracked by drive-bys per hour. In 2020, we saw this number settle out at 75 Drive-bys per hour. The year over year decrease in performance was due to widespread impacts of COVID keeping more people at home. This led to higher set out rates with more extras and more recycling (specifically glass).

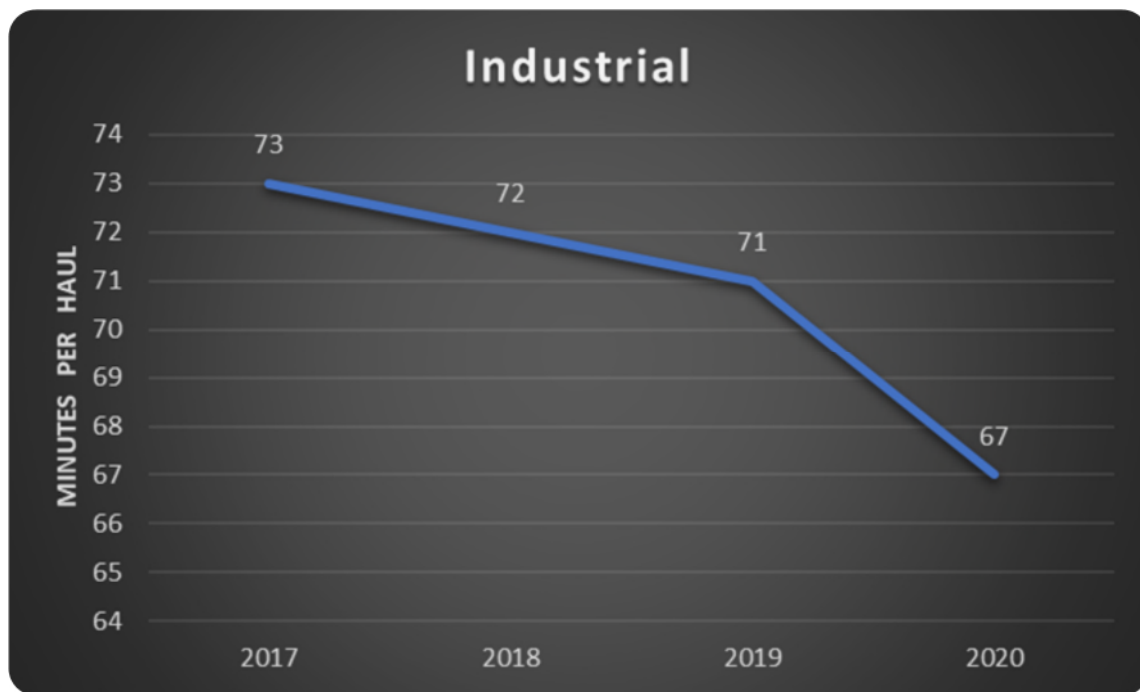


Commercial efficiency is tracked by the yards per hour we are able to haul. Year over year, we saw an increase in performance from 2019 to 2020. This was the result of better route efficiencies, combined with less traffic on the roads due to the COVID pandemic response in 2020



Operational Efficiency Tracking

Industrial efficiency is tracked by minutes per haul. There was a substantial increase in performance year over year, going from 71 in 2019 down to 67 in 2020. These improvements (less minutes per haul) was due to less traffic and routing efficiency gains.



Customer Service Summary

	Number of Lifts	Complaints	% of Total	Average per Month	Complements
Residential	991,354	11	0.001%	0.92	3
Commercial	61,594	4	0.006%	0.67	2
Industrial	5,568	3	0.054%	0.50	-

These numbers provide the best relation between services performed and complaints called into our Customer Service Center. These numbers do not reflect the calls handled directly by our Wilsonville Operations and Billing Teams. Operations reports that +90% of Industrial customers contact them directly on the service and 10 Commercial customers are in continuous communication to manage their seasonal needs. Our local Operations team is able to handle all customer issues with their service (date of lifts, missed lifts, return trips, locks, and container cleanings) and they refer them to Customer Service or our local Billing team to handle adjustments in service levels (changing sizes and/or frequency). Currently, we are unable to break out our call volume down to the City level, but our total call volume for last year was 100,623 (this figure includes all customers from Dunthorpe, Lake Oswego, Portland, Tualatin, Wilsonville, and West Linn).

Customer Service Update

Average answer speed for 2020 was 18 seconds and the average call length was 4:24. The complaints in 2020 have primarily centered around service level modifications and missed residential lifts. While all of the issues were resolved as soon as possible, we are working to constantly improve our driver's skills and effectiveness. We strive every day to deliver the best quality customer service experience, not only within our industry, but within our whole community. A large part of this effort has been to develop an educated, local, customer service team. Republic currently has seven agents at our Woodburn call center and seven at our Corvallis call center. This is a total of six new local customer service representatives added within the last quarter. The majority of complaints were resolved on the same day. Our staff tackles each inquiry as soon as it arises and are proud to report the low level of customer service complaints (see above). As you can see, our level of complaints are low and we work hard to resolve them to the best of our ability and to the satisfaction of our customers. We are proud to service the city of Wilsonville.

2020 Community Outreach

COVID and State Mandates Impacts

In-person events were cancelled, Oregon issued statewide mandates on social distancing and other pandemic specific guidelines for public safety. Our municipal team shifted their focus to virtual methods of communication and working to highlight resources available to Wilsonville organizations and Schools.

Recycling Simplified

Republic Services hired educators to develop a free Pre-K through High School academic resource for educators. *Recycling Simplified* (<https://recyclingsimplified.com/for-educators>) is what they came up with.

Materials available include (visual examples on Pages 13-14):

- I. Lesson Prep for Teachers
 - II. Presentations
 - III. Lesson Plans
 - IV. Children's stories starring Emily Raccoon
 - V. Worksheets for students
 - VI. Student Certificates
 - VII. Take Home materials for parents
- All of these resources have been made available to all Wilsonville Schools.
 - Our Contract Administrator, Travis Comfort, will be gearing up the school outreach as the 2021-2022 school year has begun.
 - Two virtual tours of our Wilsonville site were conducted in 2020 and we are working on making one that can be reused to go along with our classroom presentations and future outreach.
 - Our Team will continue to find ways to reach more and more people with the message of how and how important recycling continues to be.

Resources Include:

- ✔ Step-by-Step Lesson Plans
- ✔ Posters
- ✔ Student Certificates
- ✔ Teacher's Reference Guide
- ✔ In-Class Activities
- ✔ Presentation Slides
- ✔ Take-Home Handouts
- ✔ Lesson Handouts
- ✔ Video Assets

Help your students become the next generation of better recyclers today!

RecyclingSimplified.com/Education



Temporary Added Services Summary

Expanded data on these programs can be found in our Jan.—June 2021 Bi-Annual Report

Bulky Waste Pick-up for Senior Citizens/ADA Residents

- I. Projected per haul cost was \$42
- II. The first seven months of implementation showed a per haul rate closer to \$65.
- III. Residents have placed anywhere from 1 to 12 yards of material out for collection under this program. This also included appliances with freon to be disposed of.
- IV. 92 Wilsonville residents participated in the program and put out nearly 200 yards of material.
- V. This project successfully concluded at the end of May 2021.

Polystyrene Block Foam Collection and Recycling

- I. 7,980 pounds of polystyrene were collected, sorted, prepped and hauled for processing.
- II. Contamination range remains between 25% - 45%
- III. This project hit its target budget of \$10,000 in early Spring 2021

Commercial/Industrial Fluorescent Tubes/Batteries Box Mail-Back Service

- I. All materials have been ordered and remain on-hand for the City.
- II. KJ Lewis and Mark Ottenad are working with City staff to setup a distribution program.



Wilsonville public drop off location



Sorted and bagged material by Republic Staff
All polystyrene hauled to Agilyx in Tigard, Oregon



The volume of material we are taking in requires a 40yard container for bagged and sorted materials, as well as an additional one for large bulky polystyrene (#6 plastics) that cannot be bagged.



Material Hauled

Section notes: In an effort to keep costs as low as possible, we have structured our routes by efficiency. The City's residential and commercial tonnages are based upon the percentage of the total division's customer base as prescribed by the Detailed Cost Report. The DCR is reviewed by Clackamas County, the City of Wilsonville and their consultant Chris Bell. Industrial weights can be directly tied to Wilsonville sites because of their single source nature. All weights reported in this sections are in tons.

Residential Tons

Residential		January	February	March	April	May	June
Material	Destinations	Volume	Volume	Volume	Volume	Volume	Volume
Commingle	Pioneer	-	-	0.98	-	1.45	-
	WRI	116.12	85.52	103.32	116.64	105.20	115.43
Glass	WRI	18.19	14.74	17.72	23.46	23.73	20.61
Garbage/Wet Waste/ MSW	Pride Disposal	-	-	-	-	1.24	-
	WRI	339.96	271.89	313.69	352.00	339.88	358.81
Yard Debris	S&H	50.53	1.62	-	-	4.18	-
	WRI	27.86	103.95	174.14	306.27	317.81	273.47

Commercial Tons

Commercial		January	February	March	April	May	June
Material	Destinations	Volume	Volume	Volume	Volume	Volume	Volume
Cardboard	WRI	242.37	197.72	209.10	165.99	167.00	211.25
Commingle	Pioneer	-	-	-	-	2.24	-
	WRI	24.32	21.76	23.63	18.17	19.36	22.06
Glass	WRI	9.80	7.31	6.20	6.17	3.89	5.60
Metal	WRI	-	-	0.52	-	-	0.04

Wilsonville's Industrial Tons

Industrial		January	February	March	April	May	June
Material	Destinations	Volume	Volume	Volume	Volume	Volume	Volume
Appliances	St. Vincent De Paul	-	-	-	-	-	-
Asbestos	Hillsboro Rose City	22.08	26.77	20.20	27.81	15.57	23.19
Cardboard	WRI	66.98	49.87	59.61	43.32	51.06	46.20
Commingle	Westrock	-	-	-	-	-	25.73
	WRI	11.95	3.50	1.57	2.26	6.39	7.37
Concrete	S&H Logging	15.00	15.00	15.00	7.50	12.00	30.00
Dirt and Stone	S&H Logging	215.00	192.00	214.00	220.00	245.00	251.50
Dry Waste	Pride Disposal	35.84	1.98	5.00	-	17.70	-
	WRI	610.45	636.24	586.90	573.94	659.16	726.37
Glass	Glass to Glass	18.19	16.02	14.93	15.20	12.14	5.73
	Potters Glass	-	7.38	-	-	77.97	102.74
	WRI	128.97	101.52	112.25	123.26	45.69	49.57
Metal	Metro Metals	2.01	3.16	2.38	3.11	2.87	1.99
	WRI	25.50	20.41	19.11	37.40	27.19	13.77
MSW	Coffin Butte	7.29	41.33	51.85	63.56	63.08	80.89
	Marion County Burner	6.56	-	-	5.81	7.03	-
	Pride Disposal	-	-	-	-	4.47	-
	WRI	342.87	259.70	295.62	253.48	260.50	257.15
Organics	WRI	25.72	16.20	14.54	15.75	10.17	11.43
Sheetrock	American Gypsum	-	9.30	34.62	-	-	-
SOD	S&H Logging	-	-	-	-	-	6.00
Special Waste	Coffin Butte	60.59	15.13	34.39	7.65	39.99	24.53
Styrofoam	Agilyx	-	-	-	-	-	-
Tires	RB Recycle	-	-	-	-	-	10.56
Wood	Pride Disposal	-	-	-	-	-	-
	S&H Logging	-	-	-	-	-	-
	WRI	48.07	43.42	44.96	38.20	44.10	25.49
Yard Debris	S&H Logging	5.00	-	6.88	1.88	12.00	2.50
	WRI	-	-	-	-	-	-

Residential Tons

Residential		July	August	September	October	November	December
Material	Destinations	Volume	Volume	Volume	Volume	Volume	Volume
Commingle	Pioneer	0.83	-	-	-	-	-
	WRI	116.72	107.00	111.67	117.55	119.37	139.02
Glass	WRI	21.36	18.40	18.41	18.97	19.31	23.60
Garbage/Wet Waste/ MSW	Pride Disposal	-	-	-	-	-	-
	WRI	382.79	341.32	356.68	349.04	348.71	377.38
Yard Debris	S&H	-	-	-	-	-	-
	WRI	209.16	158.58	210.08	220.51	371.73	215.53

Commercial Tons

Commercial		July	August	September	October	November	December
Material	Destinations	Volume	Volume	Volume	Volume	Volume	Volume
Cardboard	WRI	207.64	197.66	204.69	222.92	229.54	242.78
Commingle	Pioneer	-	-	-	-	-	-
	WRI	19.58	18.30	17.02	19.71	19.10	22.84
Glass	WRI	7.86	6.20	7.53	5.79	5.75	5.47
Metal	WRI	-	-	-	-	-	-

Wilsonville's Industrial Tons

Industrial		July	August	September	October	November	December
Material	Destinations	Volume	Volume	Volume	Volume	Volume	Volume
Appliances	St. Vincent De Paul	-	-	-	2.00	0.38	0.42
Asbestos	Hillsboro Rose City	11.20	25.39	20.07	16.25	38.44	15.13
Cardboard	WRI	57.69	46.23	53.36	54.90	48.25	51.40
Commingle	Westrock	-	-	-	-	-	-
	WRI	9.90	2.00	6.42	4.21	11.09	6.07
Concrete	S&H Logging	8.25	7.50	18.75	22.50	7.50	15.00
Dirt and Stone	S&H Logging	274.25	322.00	312.50	325.75	351.00	428.00
Dry Waste	Pride Disposal	6.23	-	-	-	-	-
	WRI	540.68	587.93	553.61	638.11	546.03	556.06
Glass	Glass to Glass	12.18	9.32	9.15	7.91	8.90	3.00
	Potters Glass	60.69	63.63	76.34	90.35	90.19	90.70
	WRI	54.98	32.45	22.81	61.05	18.21	32.54
Metal	Metro Metals	3.09	-	4.94	2.15	-	2.68
	WRI	26.90	6.77	11.60	5.75	21.66	10.82
MSW	Coffin Butte	44.97	48.60	46.78	40.90	48.16	82.39
	Marion County Burner	-	8.05	-	5.77	-	5.58
	Pride Disposal	-	-	-	-	-	-
	WRI	267.16	269.10	256.05	272.65	280.76	334.83
Organics	WRI	15.90	11.55	12.27	15.72	12.16	17.87
Sheetrock	American Gypsum	-	-	-	-	4.70	-
SOD	S&H Logging	-	-	4.80	6.00	-	-
Special Waste	Coffin Butte	49.92	25.03	48.69	25.26	25.36	27.97
Styrofoam	Agilyx	-	0.15	0.17	0.19	-	-
Tires	RB Recycle	-	-	10.43	-	-	-
Wood	Pride Disposal	1.20	-	-	-	-	-
	S&H Logging	-	-	-	-	2.50	-
	WRI	20.32	20.43	21.51	21.96	27.24	34.51
Yard Debris	S&H Logging	3.75	-	1.88	-	10.00	2.50
	WRI	-	-	-	-	16.66	0.56

Each Material Destination

Residential	Material	Destination	Tons
	Commingle	Pioneer	3.27
		WRI	1,354
	Glass	WRI	238.49
	Garbage/Wet Waste/ MSW	Pride Disposal	1.24
		WRI	4,132.14
	Yard Debris	S&H	56.33
WRI		2,589.1	

Commercial	Material	Destination	Tons
	Cardboard	WRI	2,498.66
	Commingle	Pioneer	2.24
		WRI	245.84
	Glass	WRI	77.58
	Metal	WRI	0.56
	Garbage/Wet Waste/ MSW	Pride Disposal	6.06
WRI		7,673.81	

Industrial

Material	Destination	Tons
Appliances	St. Vincent De Paul	2.8
Asbestos	Hillsboro Rose City	262.1
Cardboard	WRI	628.87
Commingle	Westrock	25.73
	WRI	72.73
Concrete	S&H Logging	174
Dirt and Stone	S&H Logging	3,351
Dry Waste	Pride Disposal	66.75
	WRI	7,215.48
Glass	Glass to Glass	132.67
	Potters Glass	659.99
	WRI	783.3
Metal	Metro Metals	28.37
	WRI	226.88
Garbage/Wet Waste/ MSW	Coffin Butte	619.8
	Marion County Burner	38.8
	Pride Disposal	4.47
	WRI	3,349.87
Organics	WRI	179.28
Sheetrock	American Gypsum	1
SOD	S&H Logging	16.80
Special Waste	Coffin Butte	384.51
Styrofoam	Agilyx	0.51
Tires	RB Recycle	20.99
Wood	Pride Disposal	1.2
	S&H Logging	2.5
	WRI	390.21
Yard Debris	S&H Logging	46.38
	WRI	17.22

Material Destination

Name	Location	Tons
Agilyx	Tigard, OR 97223	0.51
American Gypsum Recycling	Turner, Oregon 97392	1
Coffin Butte	Corvallis, Oregon 97330	1,004.31
Glass to Glass	Portland, OR 97217	132.67
Hillsboro (Rose City)	Hillsboro, OR 97123	262.10
Marion County Burner, Covanta	Salem, Oregon 97305	38.80
Metro Metal Northwest Inc.	Oregon 97218	28.37
Potter's Industries	Canby, OR 97013	659.99
Pioneer Recycling Services	Clackamas, Oregon 97015	1,355.80
Pride Disposal	Sherwood, Oregon 97140	4,210.62
RB Recycling	Portland, OR 97203	20.99
S&H Recycling	Tualatin, Oregon 97062	6,179.77
St. Vincent De Paul	Tigard, OR 97223	2.80
Westrock	Portland, OR 97266	25.73
Willamette Resources Inc. (WRI)	Wilsonville, Oregon 97070	23,659.62



Glossary

Allocated Weights **Allocated weights** refers to the proportional amount of material based upon a city's percentage of the total division's hauls.

Bin **Bin** means container provided by Franchisee, used by customers for the containment and disposal of recyclable material.

Can **Can** means container owned by a customer, used for the containment and disposal of solid waste. The customer's use of a can requires manual collection.

Cart **Cart** means container provided by Franchisee, used by a customer for the containment and disposal of solid waste or recyclable material. The customer's use of a cart requires automated collection service.

Contract Group **Contract group** is a reference to a specific franchise.

Commingle & Mixed Recycling **Commingle and Mixed Recycling** means the process where two or more types of recyclable materials are collected together (i.e., not separated) in a combination allowed by the City Administrator, and as approved by the Oregon Department of Environmental Quality.

Compact & Compaction **Compact and Compaction** means the process of, or to engage in the shredding of material, or the manual or mechanical compression of material.

Container **Container** means can, cart, bin, drop box, receptacle, or other vessel used for the disposal of solid waste, recyclable material or yard waste that has been approved by the City Administrator and into which solid waste, recyclable material or yard debris may be placed for collection.

Dispose or Disposal **Dispose or Disposal** means the accumulation, storage, discarding, collection, removal, transportation, recycling or resource recovery of solid waste.

Division **Division** refers to Republic Services of Marion County as a whole hauling company.

Drop Box **Drop Box** means a single container designed for storage and collection of large volumes of solid waste or wastes or recyclable materials, which is usually ten cubic yards or larger in size, and provides for transportation of large volumes of solid waste or recyclable materials and is transported to a disposal or processing site for transfer, landfilling, recycling, materials recovery or utilization and then emptied and returned to either its original location or to some other location.

Hazardous Waste **Hazardous Waste** means, but is not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act, and including future amendments thereto, and any other Applicable Law including, but not limited to, any hazardous wastes as defined by ORS 466.005

Household Hazardous Waste **Household Hazardous Waste** means any discarded or unwanted chemical, material, substance or product that is or may be hazardous or toxic to the public or the environment, is commonly used around households and is generated by the household.

Infectious Waste **Infectious Waste** means biological waste, cultures and stocks, pathological waste, and sharps, or as infectious waste is defined in ORS 459.386.

Pilot Program **Pilot Program** means a program which allows Franchisee to offer services on a trial basis for six months or less and to determine rates for such services outside the approved rate structure. City Council approval is required prior to implementation of a pilot program.

Putrescible Material **Putrescible Material** means organic materials that can decompose, which may create foul-smelling, offensive odors or products.

Recyclable Material **Recyclable Material** means any material or group of materials that can be collected and sold for recycling at a net cost equal to or less than the cost of collection and disposal of the same material and excludes excluded waste.

Recycling **Recycling** means any process by which solid waste is transformed into new or different products in such a manner that the original products may lose their original identity. As used in this Ordinance, recycling includes the collection, transportation and storage of solid waste, done in order to place the solid waste in the stream of commerce for recycling; or for resource recovery.

Resource Recovery **Resource Recovery** means the process of obtaining useful material or energy resources from solid waste, including reuse, recycling, and other material recovery or energy recovery of or from solid wastes.

Solid Waste

Solid waste means all useless or discarded putrescible and non-putrescible materials, including but not limited to garbage, rubbish, refuse, ashes, paper, cardboard, sewage sludge, septic tank and cesspool pumpings, or other sludge, useless or discarded commercial, industrial, demolition, and construction materials, discarded or abandoned vehicles or parts thereof, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid wastes, and dead animals as defined in ORS 459.386. Solid waste does not include excluded waste.

Source Separation

Source Separation means the separation of waste materials by the generator in preparation for recovery by recycling or reuse.

Special Service

Special Service means collection of bulky waste, including furniture, appliances and large quantities of waste.

Total Source Separation

Total Source Separation means the complete separation by the source generator or producer of the waste by type or kind of waste from all other types or kinds of waste.

Waste

Waste means any material that is no longer wanted by or is no longer usable by the generator, producer or source of the material, which material is to be disposed of or to be resource-recovered by another person. Even though materials which would otherwise come within the definition of "waste" may from time to time have value and thus be resource-recovered does not remove them from this definition. Source-separated wastes are "wastes" within this definition.

Yard Debris

Yard Debris means grass clippings, leaves, tree and shrub prunings of no greater than four inches in diameter, or similar yard and garden vegetation. Yard Debris does not include dirt, sod, stumps, logs or tree/shrub prunings larger than four inches in diameter.



Travis Comfort, Municipal Contract Administrator
Republic Services of Clackamas and Washington Counties

10295 SW Ridder Road
Wilsonville, Oregon 97070



We'll handle it from here.®



City of Wilsonville

2020 Annual Report and 2021 Updates

KJ Lewis

Municipal Relationship Manager

Travis Comfort

Municipal Contract Administrator



Service Facts: City of Wilsonville



Republic Services has **14 drivers** servicing Wilsonville

Drivers are at the curbs of **5,447 homes** each week

We have **14 CNG** collection vehicles serving City of Wilsonville

Material hauled in **2020**

Residential tons – 8,374

Commercial tons – 10,505

Industrial tons – 18,704

Chart notes: Weights are detailed in our 2020 Annual Report on pages 19-23.

Wilsonville Customer Service Summary

Item 6.

Customer Group	Number of Lifts	Reported Complaints	% of Total	Average per month
Residential	495,677	11	0.002%	0.92
Commercial	30,797	4	0.013%	0.67
Industrial	5,568	3	0.054%	0.50

Customer Service Update: The complaints in 2020 have primarily centered around service level modifications and missed residential pick-ups. While all the issues were resolved as soon as possible, we are working to constantly improve our drivers' skills and effectiveness. We strive every day to deliver the best quality customer service experience, not only within our industry, but within our whole community.

Woodburn and Corvallis Call Centers

Both locations employ 7 full-time staff members

Call wait times in this period averaged 12 seconds

Temporary Services: Bulky Waste Pick-up for Senior Citizens/ADA Residents

Projected per haul cost was \$40, but the first seven months of implementation showed that number to be closer to \$65

Residents have placed anywhere from 1 to 12 yards of material out for collection under this program.

- This also included appliances with freon to be disposed of

This project successfully concluded at the end of May 2021



Temporary Services: Polystyrene

Item 6.

We have handled, sorted, bagged and hauled 7,980 pounds of polystyrene for processing

Contamination ranges from 26% to 45%

Most material does not come in bagged or boxed



Temporary Services: Commercial Poly.

Item 6.



2021 Leaf Drop

City Hall: 13.59 tons
Charbonneau: 8.34 tons



2021 Leaf Drop

Item 6.

6 30-yard drop boxes hauled 9 times
1/3 of a ton more material in 2021 v. 2020



New Service: Food Scraps Update

Item 6.

New Metro [commercial food waste mandates](#) still postponed due to COVID ([March 2022*](#)).

County enforcement updates to follow Metro announcement.





KJ Lewis

Municipal Relationship Manager

e: KLewis8@republicservices.com

P: 503.404.4187

Travis Comfort

Municipal Contract Administrator

e: TComfort@RepublicServices.com

P: 503.826.3897



CITY COUNCIL MEETING STAFF REPORT

<p>Meeting Date: January 20, 2022</p>	<p>Subject: Resolution No. 2944 A Resolution of the City of Wilsonville Authorizing the City Manager to Execute a Professional Services Agreement with JayRay Ads & PR, Inc, for ‘Explore Wilsonville’ Tourism Promotion and Development and Destination Marketing Services.</p> <p>Staff Member: Zoe Mombert, Assistant to the City Manager</p> <p>Departments: Administration</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 Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda</p>	<p>Advisory Board/Commission Recommendation</p> <p><input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable</p> <p>Comments: N/A</p>
<p>Staff Recommendations: Staff recommends Council approve the Consent Agenda.</p>	
<p>Recommended Language for Motion: I move to approve the Consent Agenda.</p>	
<p>PROJECT / ISSUE RELATES TO:</p>	
<p><input type="checkbox"/> Council Goals/Priorities <input type="checkbox"/> Adopted Master Plan(s) <input checked="" type="checkbox"/> Not Applicable</p>	

ISSUE BEFORE COUNCIL:

City Council adoption of Resolution No. 2944 advances a professional services agreement with JayRay Ads & PR, Inc., for ‘Explore Wilsonville’ tourism promotion and development and destination marketing services for the period of July 1, 2022, through June 30, 2023.

EXECUTIVE SUMMARY:

The City Council adopts a Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy and Tourism Promotion & Destination Marketing Services Plan on an annual basis. The intent is to establish the tourism promotion work plan.

In 2019, the City execute a Professional Services Agreement with JayRay Ads & PR, Inc, for ‘Explore Wilsonville’ Tourism Promotion and Development and Destination Marketing Services as approved by Resolution No. 2776. Over the last two years the City has amended the contract three times, once to modify the scope of work due to the pandemic, second to reassess the tourism promotion activities as a result of the ongoing pandemic (Resolution No. 2891), and finally, an amendment to increase the contract amount and increase service (Resolution No. 2934).

Resolution No. 2944 provides for the City to continue professional tourism promotion services for FY 2022/23. The agreement contains a provision for two optional one-year renewals.

BACKGROUND INFORMATION:

On October 8, 2021, the City published a request for proposals (RFP) for ‘Explore Wilsonville’ Tourism Promotion, Development, and Destination Marketing Services and received two (2) qualified proposals by the deadline of October 27, 2021. Members of the Tourism Promotion Committee acting as the Selection Review Committee reviewed the proposals on November 10, 2021. During the review, one firm stood out as the consensus choice of the committee with the highest criteria evaluation: JayRay of Tacoma, Washington.

JayRay’s proposal stood out. The committee was impressed with the quality of the proposal provided by JayRay. They also liked JayRay’s experience with small destinations as well as experience in the Pacific Northwest.

The City issued the notice of intent to award on December 10, 2021 and did not receive any award protests.

EXPECTED RESULTS:

Continue to advance the Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy. The contract will provide consistent and professional marketing efforts to encourage people to stay in the middle of it all (in Wilsonville).

TIMELINE:

Resolution No. 2944 advances a professional services agreement with JayRay Ads & PR, Inc., for ‘Explore Wilsonville’ tourism promotion and development and destination marketing services for the period of July 1, 2022 through June 30, 2023.

CURRENT YEAR BUDGET IMPACTS:

There are no budget impacts to the current fiscal year. The Scope of Work in the Professional Services Agreement is in line with those funds anticipated to be budgeted in FY 2022/23, which is closer to pre pandemic budget of \$200,000/year. In FY 21/22 \$125,000 was budgeted for Tourism Services which was increased by a supplemental budget to allow for additional work (\$50,000).

FINANCIAL REVIEW:

Reviewed by: KAK Date: 1/06/2022

LEGAL REVIEW:

Reviewed by: BAJ Date: 1/11/2022

COMMUNITY INVOLVEMENT PROCESS:

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

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

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

ALTERNATIVES:

N/A.

CITY MANAGER COMMENTS::

N/A.

ATTACHMENTS:

- A. Resolution No. 2944, A Resolution of the City of Wilsonville Authorizing the City Manager to Execute a Professional Services Agreement with JayRay Ads & PR, Inc, for 'Explore Wilsonville' Tourism Promotion and Development and Destination Marketing Services
 - 1. JayRay Ads & PR, Inc. Professional Service Agreement
- B. Proposal by JayRay responding to City RFP for 'Explore Wilsonville' Tourism Promotion And Development And Destination Marketing Services, October 27, 2021.

RESOLUTION NO. 2944**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH JAYRAY ADS & PR, INC, FOR ‘EXPLORE WILSONVILLE’ TOURISM PROMOTION AND DEVELOPMENT AND DESTINATION MARKETING SERVICES.**

WHEREAS, the City Council adopted on May 5, 2014, Resolution No. 2468 approving the *Wilsonville Tourism Development Strategy* (“Strategy”), which set forth a blueprint for implementing a tourism strategy for the greater Wilsonville community, including forming a Destination Marketing Organization (DMO) or committee to develop and promote tourism; and

WHEREAS, the City Council adopted on June 15, 2015, Resolution No. 2541 to establish the Tourism Promotion Committee that, among other duties, is to oversee the implementation of the Strategy and develop an annual business plan; and

WHEREAS, the City Council adopted on April 4, 2016, the first annual *FY 2016/17 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy* (“Plan”), a business plan for the tourism promotion program; and

WHEREAS, the City Council adopted on June 19, 2017, the second annual rolling *FY 2017/18 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy* (“Plan”), a business plan for the tourism promotion program; and

WHEREAS, the City Council adopted on Feb. 22, 2018, Resolution No. 2669, which approved the *FY 2017/18 & 18/19 Tourism Promotion Marketing Plan* composed of the “FY 2017/18 & 18/19 Marketing Playbook” Plan, dated February 2018, and supporting “Scope of Work 2018/2019 Advertising & Marketing Services,” dated January 19, 2018, to implement the *Wilsonville Tourism Development Strategy*; and;

WHEREAS, the City Council adopted on March 19, 2018, Resolution No. 2681 that approved a Tourism Advertising and Marketing Services Professional Services Agreement that exercised a first one-year contract extension with a tourism operations and marketing development consultant that supports implementation Resolution No. 2669; and

WHEREAS, the City Council adopted on July 16, 2018, Resolution No. 2699 the third annual rolling *FY 2018/19 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy* (“Plan”), a business plan for the tourism promotion program; and

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

WHEREAS, the City Council adopted on December 16, 2019, Resolution 2776 a professional services agreement with JayRay Ads and PR, Inc. to implement the remaining FY 2019/20 and FY 2020/21 Tourism Promotion & Destination Marketing Services Plan; and

WHEREAS, the COVID-19 Pandemic necessitated a first amendment dated June 4, 2020 to modify the scope of work and reduce the budget; and

WHEREAS, the City Council adopted on May 3, 2021, Resolution No. 2891 that authorized the City Manager to execute a second amendment to the Professional Services Agreement with JayRay Ads & PR, Inc., for the purpose of extending the time for performance from July 1, 2021, through December 31, 2022 with contract payments not to exceed \$120,000.00 during FY2021/22 and FY2022/23; and

WHEREAS, the City Council adopted the June 15, 2020, Resolution No. 2825 that approved the fifth annual rolling *FY 2020/21 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy*, a business plan for the tourism promotion program; and

WHEREAS, the City Council adopted the May 17, 2021, Resolution No. 2898 that approved the *FY 2020/21 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy*, a business plan for the tourism promotion program; and

WHEREAS, City staff worked with the Tourism Promotion Committee to develop a *Request for Proposals (RFP) for 'Explore Wilsonville' Tourism Promotion and Development and Destination Marketing Services* published on October 8, 2021, that would cover the period of July 1, 2022, through June 30, 2023; and

WHEREAS, the City received two (2) qualified proposals by the deadline of October 27, 2021, that members of the Tourism Promotion Committee and staff acting as the Selection Review Committee reviewed on November 10, 2021, and recommended to the City Council as the consensus choice of the committee with the highest criteria evaluation retaining the professional services of JayRay Ads & PR, Inc., of Tacoma, Washington; and

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

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

1. The City Council approves and authorizes the City Manager to execute on behalf of the City of Wilsonville a Professional Services Agreement with JayRay Ads & PR, Inc., for 'Explore Wilsonville' Tourism Promotion and Development and Destination Marketing Services for the period of July 1, 2022, through June 30, 2023, with contract payments not to exceed \$150,000.00 during FY2022/23.
2. The City Council approves up to two (2) renewals of the contact for up to \$200,000.00 during FY2023/24 and FY 24/25 not to exceed a total of \$550,000.
3. Attached hereto as Exhibit 1 with the term of the agreement ending on June 30, 2023 unless renewed no more than twice.
4. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 20th day of January 2022, and filed with the Wilsonville City Recorder this date.

DocuSigned by:
Julie Fitzgerald
8A974AF3ADE042E...
Julie Fitzgerald, Mayor

ATTEST:

DocuSigned by:
Kimberly Veliz
E781DE10276B498...
Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

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

Exhibit:

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

**CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT**

Tourism Promotion and Destination Marketing

This Professional Services Agreement (“Agreement”) for the Tourism Promotion and Destination Marketing Project (“Project”) is made and entered into on this _____ day of _____ 2022 by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **JayRay Ads & PR, Inc.**, a Washington corporation (hereinafter referred to as “Consultant”).

RECITALS

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

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

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

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

AGREEMENT

Section 1. Scope of Work

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

Section 2. Term

Unless earlier terminated in accordance herewith, the term of this Agreement shall be for a period of one (1) year from July 1, 2022 (“Initial Term”), with two (2) one-year extension options (“Extension Term”), which may be exercised in the City’s sole discretion. Except in the event of an extension of time, agreed to in writing by the City, all Services for the Initial Term must be completed by no later than June 30, 2023, as outlined in the Scope of Work. Any extension option must be exercised by the City, in writing, prior to expiration of the Initial Term of this Agreement or any subsequent Extension Term.

Section 3. Consultant's Services

3.1. All written documents prepared by Consultant in conjunction with the Services shall bear the signature, name, or logo of, or otherwise be identified as coming from, Consultant's authorized Project Manager.

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

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

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

Section 4. Compensation

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000), for performance of the Services for the Initial Term ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant.

4.2. As set forth in **Section 2**, this Contract allows for up to two (2) one-year extensions. The Compensation Amount for each one-year extension shall be on a time and materials basis, guaranteed not exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000), for performance of the Services for that Extension Term ("Extension Compensation Amount"). The Total Compensation for this Contract, including two extensions, shall not exceed FIVE HUNDRED FIFTY-THOUSAND DOLLARS (\$550,000).

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

4.4. Except for amounts withheld by the City pursuant to this Agreement, Consultant will be paid for Services for which an itemized invoice is received by the City within thirty (30) days of

receipt, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Consultant as promptly as is reasonably possible.

4.5. The City will be responsible for the direct payment of required fees payable to governmental agencies, including but not limited to plan checking, land use, zoning, and all other similar fees resulting from this Project, that are not specifically covered by **Exhibit A**.

4.6. Consultant's Compensation Amount is all inclusive and includes, but is not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits and similar contributions and benefits, technology and/or software charges, licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including, but not limited to, the recently enacted Oregon Corporate Activity Tax (CAT).

Section 5. City's Project Manager

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

Section 6. Consultant's Project Manager

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

Section 7. Subcontractors and Assignments

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

7.2. Unless expressly authorized in **Exhibit A** or **Section 8** of this Agreement, Consultant shall not subcontract with others for any of the Services prescribed herein. Consultant shall not assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting. Consultant acknowledges such work will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Agreement,

the City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.

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

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

Section 8. Consultant Is Independent Contractor

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

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

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

Section 9. Consultant Responsibilities

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

payment against funds due or to become due to Consultant under this Agreement. The City may also recover any such amounts directly from Consultant.

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

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

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

Section 10. Indemnity

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

its own agents, employees, and suppliers, and to all of Consultant's subcontractors, including their agents, employees, and suppliers.

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

Section 11. Insurance

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

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

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

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

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

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

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

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

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

Section 12. Early Termination; Default

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

12.1.1. By mutual written consent of the parties;

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

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

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

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

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

Section 13. Suspension of Services

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

Section 14. Modification/Addendum

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

Section 15. Access to Records

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

Section 16. Property of the City

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

Section 17. Notices

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

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

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

Section 18. Miscellaneous Provisions

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

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

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

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

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

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

18.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other

expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Agreement, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

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

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

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

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

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

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

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

18.15. Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the

specific item in question, such as in the case of where this Agreement gives the City “sole discretion” or the City is allowed to make a decision in its “sole judgment.”

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

18.17. Interpretation. As a further condition of this Agreement, the City and Consultant acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the Agreement, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

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

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

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

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

CONSULTANT:

CITY:

JAYRAY ADS & PR, INC.

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

Ryan Adams, Assistant City Attorney
City of Wilsonville, Oregon

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EXHIBIT A
SCOPE OF WORK

Explore Wilsonville Scope of Work & Budget Detail

TOURISM PROMOTION AND DEVELOPMENT AND DESTINATION MARKETING SERVICES

FY 2022-23: July 1, 2022-June 30, 2023

December 20, 2021

BUDGET: \$150,000

FY 2022-2023: July 1, 2022-June 30, 2023

MARKETING SERVICES: \$66,827

FY 2022-2023

Deliverables	Budget
Develop 2022-2023 high-level marketing plan for Tourism Promotion and Development and Destination Marketing Plan (includes media buy plan for digital campaign placements)	\$1,600
Art and creative direction, including concepting for two campaigns (Winter and Spring)	\$2,480
Ad design, production and copy writing	\$8,000
Advertising allowance (\$21,000) to reach target markets and grow followers. Primary focus on digital ads, geolocation marketing and Travel Oregon Visitor Guide. Work with partner organizations on co-op ad buys as available	\$24,000
Geolocation data to include custom analysis dashboard for six clusters (hotels, parks, attractions, high-visitation areas, etc.) of points of interest with charts, graphs, maps and tables with new data monthly and historical data. Also includes annual consumer spending (credit card) report	\$26,357
Geofencing management and data analysis	\$2,400
Certified Folder poster display at French Prairie Rest Area (annual allowance)	\$1,990
Reporting* of marketing KPIs *cost included in Management Services	
SUBTOTAL	\$ 66,827

WEBSITE SERVICES: \$15,960

FY 2022-2023

Deliverables	Budget
Annual maintenance including software/paid plug-in renewals, website hosting, domain renewal, SSL certificate renewals, security/hack alert scanning, and a technical support plan (necessary theme and plug-in updates, daily cloud backups, 24/7 uptime monitoring and website restored when down within an hour) <i>Includes domain name & SSL Certificate renewals include: ExploreWilsonville.com</i>	\$4,440
Provide ongoing content maintenance (attractions, lodging, calendar of events) for up to 3 hours a month distributed based on event, point of interest, or other seasonal need	\$6,660
Develop campaign landing pages (up to two) to track advertising, using FB Pixels/UTMs	\$1,840
Website content development (seasonal homepage image; homepage copy; featured landing pages and blog (4 repurposed media pitches) changed and maintained every quarter.	\$3,020
Reporting* of website traffic and related KPIs (up to 4 measurements such as visitors, top pages, locations and unique users) *cost included in Management Services	
SUBTOTAL	\$15,960

FY 2022-2023: July 1, 2022-June 30, 2023

Page 2

SOCIAL MEDIA SERVICES: \$22,670**FY 2022-2023**

Deliverables	Budget
Update social media strategy including quarterly content themes. Craft a master editorial calendar to include a balance of original and curated content across Instagram, Facebook and Pinterest	\$1,310
Write and produce social content (copy and images from existing photoshoot bank) 3-5 times per week for three social media channels following approved social media plan and editorial calendar. Up to 2 revisions, content delivered on a two-week basis	\$15,720
Community management and engagement (schedule and post content on three channels, find photos from followers to post, and grow followers)	\$4,440
Boosted post/ad allowance to increase social media reach/impressions and drive website traffic	\$1,200
Reporting* of social media KPIs *cost included in Management Services	
SUBTOTAL	\$22,670

PUBLIC RELATIONS SERVICES: \$22,743**FY 2022-2023**

Deliverables	Budget
Software subscription to robust Cision Media Database (\$1,000 annually) to provide monthly monitoring, media contact lists, distribution and reporting	\$1,000
Subscribe to database of relevant reporter inquiries, respond to media inquiries or media opportunities as needed. Monitor on a weekly basis	\$1,200
Develop annual story calendar with media lists for 4 approved themes with corresponding tactics including media pitches and press releases. Conduct targeted PR outreach and provide ongoing media follow-up, quarterly. Review and approve at ongoing monthly meetings	\$12,000
Micro influencer/travel blogger campaign (bring 4 IG influencers with travel blogs, each tasked to promote a different Wilsonville itinerary, 1 per quarter). Includes influencer selection, contracts, itinerary building and hosting.	\$6,743
Media hosting allowance for FAMS and approved media visits (\$1,800)	\$1,800
Reporting* of public relations KPIs *cost included in Management Services	
SUBTOTAL	\$22,743

MANAGEMENT SERVICES: \$21,800**FY 2022-2023**

Deliverables	Budget
Management of the overall tourism-promotion and destination marketing program (includes monthly virtual meetings to encompass strategy decisions such as marketing management efforts)	\$6,400
STR hotel report data, annual subscription renewal for Wilsonville for FY 2022-23	\$2,640
Renew memberships to Travel Portland and Oregon Destination Association FY 2022-23	\$900
Provide quarterly report (4) of key performance indicators (KPIs) and STR report, in addition to a combined report of contracted services including website, marketing/advertising, social media, geolocation data and PR. Reports will also include a high-level dashboard to track progress against annual goals and previous year's results. Includes one annual report	\$5,640
Send monthly email to tourism partners / TPC to share upcoming content themes, gather packages and deals for promotion, discuss opportunities to partner/host media	\$2,220
Attend Tourism Promotion Committee virtual meeting with TPC (4 total, 1 per quarter)	\$4,000
SUBTOTAL	\$21,800

TOTAL **\$150,000**

TOURISM PROMOTION AND DESTINATION MARKETING SERVICES

PREPARED FOR
CITY OF WILSONVILLE

OCTOBER 27, 2021

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Greetings!

We don't need to tell you that the last two years have been unique in the history of destination marketing. Together, the City of Wilsonville and JayRay have met challenges and explored new opportunities. We have been able to test our resolve and the benefit of being forced out of our comfort zone.

Since we last proposed to be your marketing partners in 2019, we have learned to love even more about Wilsonville and have expanded our team knowledge as well.

We're inspired by Oregon...And now, especially Wilsonville

We've always loved Oregon. Some of us grew up there. All of us play there. The parks, the trails, the roads and the overall pace of life is something that never leaves those of us who move away, and never fails to make an impression on visitors. But now, we've gotten to know Wilsonville specifically; its farms, parks, wineries, food and people. We've become some of Wilsonville's most ardent champions.

We still have tourism chops...Only more

JayRay's roster of happy tourism clients has included PNW destinations like Experience Olympia & Beyond, Visit Kent and Olympic Peninsula, but has also expanded to include website work and tourism campaigns with clients like the City of Renton.

We've been honored to serve as your destination marketing partner for the last two years, and we'd be thrilled to continue the successes we've been having together.

We bring an integrated strategy...Now with more tools

We've worked with your team to unify messaging across print and digital advertising, public relations, website, photo and video assets and social media. By collaborating with local businesses and regional partners, we have developed and highlighted experiences that are unique to Wilsonville. We're excited to keep that work going, and add new, game-changing tools like geolocation data and marketing to the mix.

We've been honored to serve as your destination marketing partner for the last two years, and we'd be thrilled to continue the successes we've been having together.

Let's make it happen!

Bridget Baeth
Senior Advisor & Principal

ABOUT JAYRAY



The facts

TOURISM | PARKS & RECREATION | GOVERNMENT | NONPROFIT | BUSINESS



WE
LAUNCHED
IN 1970



OUR OFFICE
IS IN TACOMA,
WASHINGTON



WE BELIEVE IN
CREATIVITY WITH
A PURPOSE AND
A PLAN



OUR CLIENTS
ARE OUR
PARTNERS



Your full-service partner

TOURISM | PARKS & RECREATION | GOVERNMENT | NONPROFIT | BUSINESS



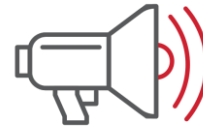
ADVERTISING & MARKETING



BRANDING



STRATEGIC COMMUNICATIONS



PR & SOCIAL MEDIA



GRAPHIC DESIGN



DIGITAL & WEB DEVELOPMENT

- Destination marketing strategy and planning
- Messaging and PR strategy
- Strategic communication programs
- Collateral development, print and digital assets
- Social media strategy and channel management
- Advertising
- Media pitching and hosting
- Blogger and media relations
- Issue management
- Internal communications

- Content strategy and creation
- Research and planning
- Promotions and events
- Art direction and graphic design
- Video storytelling
- Photography
- Website design and development
- Website maintenance and support
- Search engine marketing (SEM)



YOUR
JAYRAY TEAM



Your team



Bridget Baeth / Senior Advisor + Principal / Lead

Tourism pro. Brand advocate. Trend spotter. With a sharp design eye and a talent for spot-on messaging, Bridget is equipped with a custom set of finely honed and expertly deployed tools and a finger on the latest and greatest. She uncovers what's newer than new. The stuff that's under the radar. Experiences that define transformative travel. She builds brands that connect with communities, believes in the power of storytelling and helps organizations articulate powerful narratives. With a true love for Pierce County, Bridget was an original force behind the marketing and PR that put it on the map as a travel destination. Bridget might also have the most unique array of interests among the team, including old Jeeps, anything with marshmallows, microbreweries and crushing people at Scrabble.

Recent projects include Explore Wilsonville, Astoria Parks, Fife Parks, Experience Olympia & Beyond, Visit Renton, Travel Tacoma - Mt. Rainier Tourism & Sports, Discover North Bend and Visit Kent. Bridget also serves on the board of Washington Tourism Alliance (WTA).



Matt Wakefield / Senior Advisor / Strategist

With tourism and technology as his dual backgrounds, Matt brings an eye for the latest innovations in marketing and communications to destination clients. As marketing and communications director for Travel Tacoma - Mt. Rainier Tourism & Sports, Matt helped Pierce County pioneer geolocation and hotel data to transform its visitor marketing. Over the prior 15 years, Matt has done marketing and communication work for some of the most established and paradigm-crushing brands in the U.S., including Microsoft, T-Mobile, Texas Instruments and Redfin. If his eyes aren't on a screen, they're probably in a book, since he's an avid buyer, collector, reader and seller of rare books.

Recent projects include Visit Kent, Travel Tacoma - Mt. Rainier Tourism & Sports and geolocation data and marketing for Pierce County.

Your team



Alex Domine / Advisor / Website Specialist

Alex’s mastery of communication is equal parts art and science. As a former marketing director and public affairs strategist, he put his broad range of skills to work to further operational, legislative and fundraising priorities in education and nonprofit organizations. He has also used his communication insights to advance diversity, equity and inclusion. With an MBA and two undergraduate degrees, Alex is a loyal PLU Lute and a committed lifelong Tacoman. He serves on the City Events Committee for the City of Tacoma and volunteers with groups advocating for human rights and children with special needs. While his curriculum vitae and his pocket square might come off as pretty serious, Alex knows how to laugh - and it’s contagious.

Recent projects include Explore Wilsonville, Visit Renton, Maritime Washington, United Way of Pierce County and Metropolitan Development Council.



Cara Sjogren / Advisor / Social Media Specialist

Give Cara an opportunity and she hits it out of the park. To learn Spanish, she went to Spain. To strengthen social media insights, she joined her college athletics department (and increased their engagement by 40%). To give back, she joined the Peace Corps in Peru. She brings the same drive to her work. Her magic is taking content ideas to the next level and sharing fresh yet practical solutions on the spot. She makes connections that matter from creative collaborations with event planners to stylists, in search of a perfectly branded photo. Though Cara’s passport stamps include four continents, her Pacific Northwest roots run deep. Hiking was a favorite excursion as a Pacific Lutheran University student—camera always at the ready. She bakes a mean chocolate chip cookie and accepts meetings on the golf course.

Recent projects include Explore Wilsonville, Visit Renton and Mid Valley Partners.



Your team



Sean Alexander / Senior Art Director

You'll never get one-size-fits-all creative from Sean. A true artist at heart, he brings fresh thinking to everything he dreams, designs, directs or illustrates. He's always asking "what if" and pushing creative to a new level while keeping the business goal in mind. We call it practical magic. (Sorry, Sandra Bullock.) Others might just call it smart thinking and effective design. Whatever you want to call it, you want Sean on your team. Type his name into a search engine, look beyond headlines about the professional football player with the same name, and you'll find reference to Sean's impressive collection of art awards he never mentions. Outside of the agency, Sean continues to create. He's likely working on his studio art or planning a sidewalk chalk masterpiece with his kids. And if you happen upon Sean at a local coffee shop, be warned. You may have to stand in line just to say hello.

Recent projects include Visit Renton, Renton Downtown Partnership, City of Puyallup and City of Shelton.



Julia White / Art Director

They say our destiny is what we make of our fate, and Julia was both fated and destined to be a creative. As the daughter of a graphic designer, Julia knows the industry like a grand pli e or a step-ball-change. Her personal passion for dance, movement and art make her a unique creative force. Her experience in both nonprofit work and large industrial companies gives her a well-rounded edge. And did we mention that she has UX and illustration skills, too? From whimsical packaging to hardworking collateral, clients and teammates depend on Julia and her artful eye. Julia grew up in the Grit City and strolls Tacoma with her cat and sketchbook by her side. True to her passion, Julia spends her free time creating. From watercolor to tattoo designs, Julia is an artist through and through.

Recent projects include Explore Wilsonville, Visit Renton, Olympic Peninsula Tourism Commission and City of Fife, City of Astoria, and City of Puyallup.



Tourism client references

Marsha Massey, Executive Director
Olympic Peninsula Visitor Bureau
360.452.8552
director@olympicpeninsula.org
PO Box 670, Port Angeles, WA 98362

Michelle Thana, Director of Marketing
Washington Tourism Alliance
previously with Visit Vancouver USA
360.931.4806 (mobile)
michelle@watourismalliance.com
PO Box 953, Seattle, WA 98111

Michelle Wilmot, Economic Development
City of Kent, dba Visit Kent
253.856.5709
mwilmot@kentwa.gov
400 West Gowe, Kent, WA 98032

Jessie Kotarski, Economic Development
City of Renton, dba Visit Renton
425.430.7271
jkotarski@rentonwa.gov
1055 S Grady Way, Renton, WA 98057

Ron Peck, Director of Tourism Development
Port of Seattle
206.787.6262
peck.r@portofseattle.org
PO Box 1209, Seattle, WA 98121

WORK PLAN





Goals + objectives

GOAL

Continue to position Wilsonville as an attractive destination along I-5 for overnight lodging from which to explore nearby attractions with day-long “pocket trips” throughout the Portland metro region and the North Willamette Valley.

OBJECTIVES

- Increase overnight lodging occupancy during the non-summer, shoulder-season months (October-May)
- Leverage attractions and events in Wilsonville and the surrounding area to extend overnight stays
- Increase repeat visits throughout the year
- Influence development of the destination and its brand by creating strategic partnerships



Overall approach

Our approach is tried and true and allows for flexibility to elevate the things that make Wilsonville unique.



Explore Wilsonville’s brand guides everything we do with you. As your marketing partner, our most important role is to help you differentiate Wilsonville from other destinations in order to inspire overnight stays. Doing this requires knowledge, experience, problem solving and a lot of collaboration.

How do we get there? Each service we provide goes through our five-phased approach, from discovery to management. And it doesn’t stop there. We’ll continue to assess performance and adjust as necessary to increase results along the way.

The visitor funnel

Our integrated approach helps you reach your target audience during each stage of the travel journey.

DREAMING
Public relations
Social media
Brand advertising

 Awareness

PLANNING
Website + Visitor guide
Blog
Social media

 Engagement

BOOKING
Website
Itineraries
Geolocation marketing

 Conversion

LOYALTY
Social media
Remarketing
Email

 Loyalty

Always integrated

Our approach is strategic and integrated across all Explore Wilsonville’s channels.

For destination marketing to be successful, messaging must be:

1. AUTHENTIC

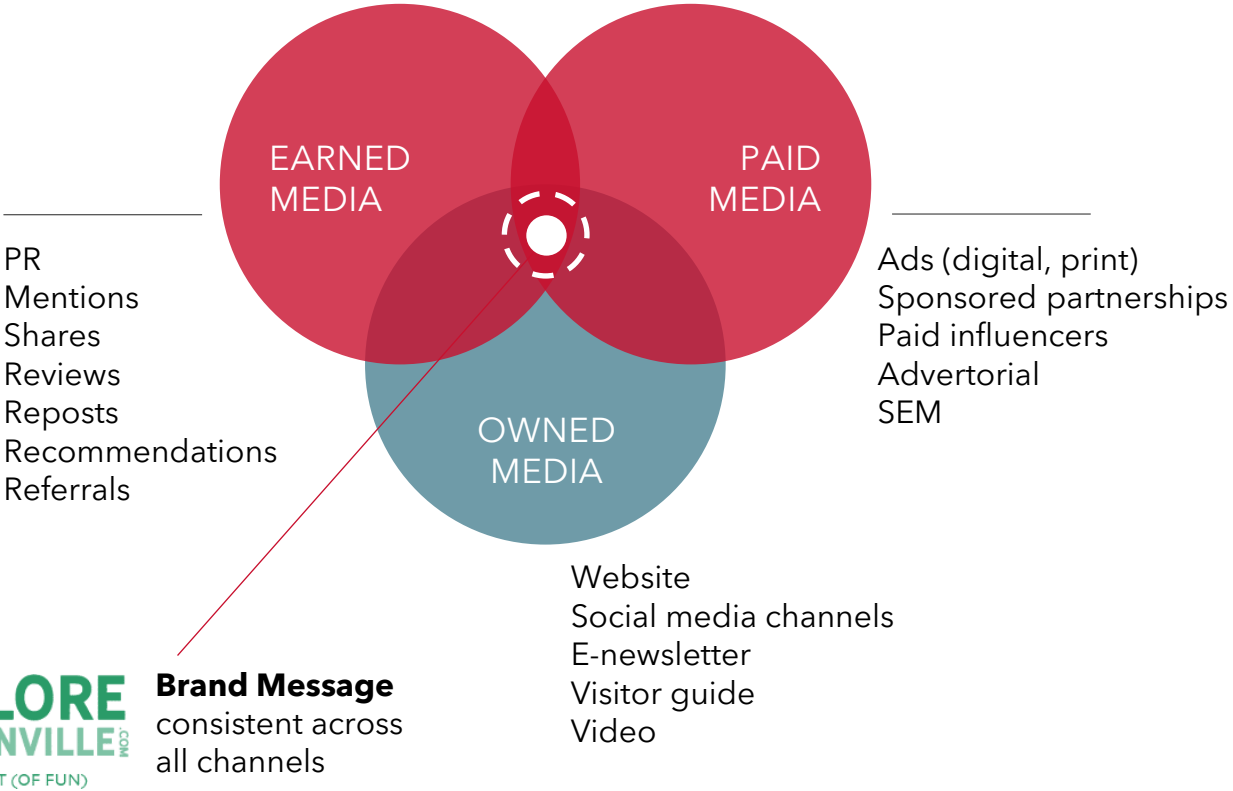
Share the true Wilsonville experience.

2. RELEVANT

Communicate the benefit—what your audience cares about.

3. DIFFERENTIATING

Describe what makes Wilsonville memorable and unique.





Always accountable

Our approach includes a continuous measurement plan.



- Plan was smart and faithfully executed
- Visitor guide met (and exceeded) expectations



- KPIs
- Examples
- Email open rates
 - Social media engagement and reach
 - PR impressions
 - Website visits



Objectives supporting marketing plan (specific, measurable change in behavior or action among target audiences, such as shoulder-season visits increased by 20%)



Priorities

We've worked side by side with you, and your priorities have become our priorities. Here's what we're thinking for our next chapter together. We can discuss and evolve them at our kickoff.

- 1 TACKLE THE SHOULDER SEASON**
Promote the benefits of staying in Wilsonville during shoulder season through a balance of digital and print advertising.
- 2 DRIVE WEBSITE TRAFFIC**
Drive traffic to ExploreWilsonville.com through inspiring and informational marketing collateral.
- 3 POSITION AS A BASECAMP**
Make Wilsonville's position as the basecamp for the greater Portland region and Willamette Valley more prominent on the homepage of ExploreWilsonville.com.
- 4 OPTIMIZE FOR MOBILE**
Continue to optimize the website for mobile to increase repeat visits and lower the bounce rate.
- 5 INCREASE PR EFFORTS**
Gain earned media coverage through a robust media relations approach, pitching traditional outlets, as well as travel bloggers/influencers, both online and in-person.
- 6 SHARE MORE STORIES ON SOCIAL**
Consistently craft authentic and engaging social media content (organic and paid).
- 7 COLLABORATE TO GROW**
Build stronger relationships with DMOs and partner organizations.
- 8 DEVELOP TOURISM OFFERINGS**
Develop tourism products and packages with regional partners.
- 9 ENGAGE LOCALS**
Turn residents into brand evangelists to increase word-of-mouth referrals.

What's next?

GEOLOCATION DATA & MARKETING

Newly accessible technology lets us use geofences and mobile phone data for information...but also for marketing.

UNDERSTANDING THE VISITOR

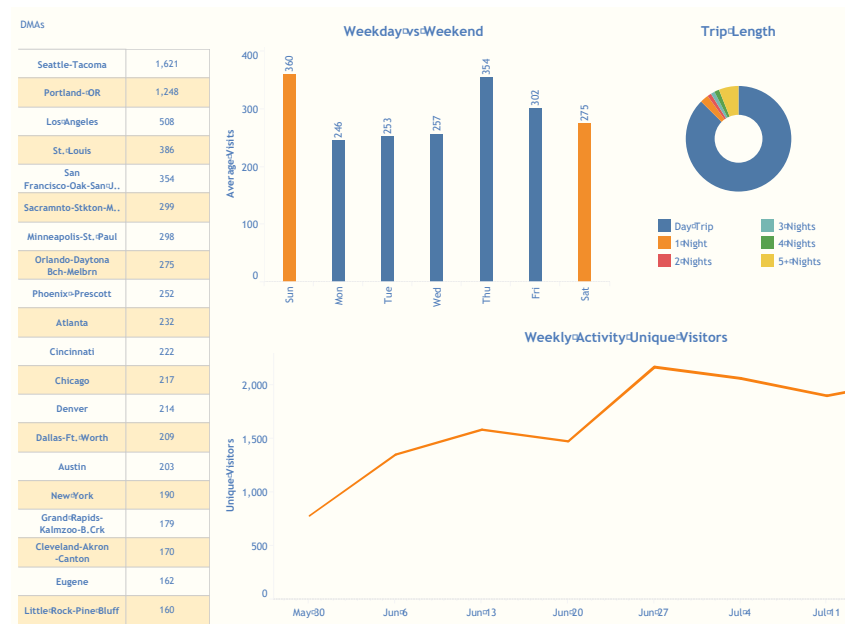
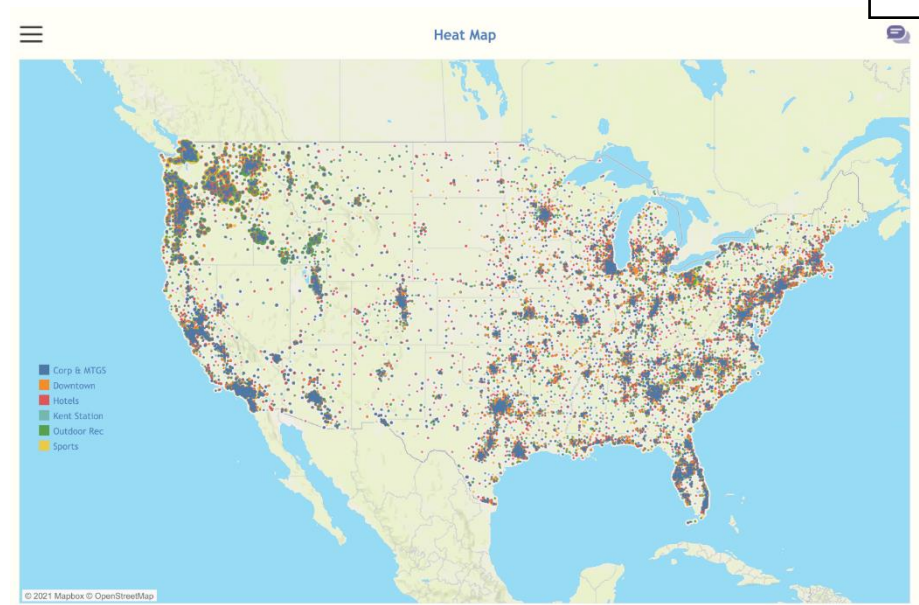
Who visited Wilsonville? Where did they come from? What did they do while they were here? Where and how long did they stay?

COST-EFFECTIVE, GEO-TARGETED MARKETING

Reach audiences by researching their behavior: Have they visited Wilsonville before? Have they visited places similar to Wilsonville, but not yet Wilsonville? Have they attended events similar to the ones you offer? Do they share traits in common with frequent visitors? We can market to audiences differently based on our goals and their behaviors.

ATTRIBUTION

Of those who interacted with our ads, did they visit Wilsonville afterward? Did they stay overnight in paid accommodations? How long did they stay? How many room nights did our campaigns generate?

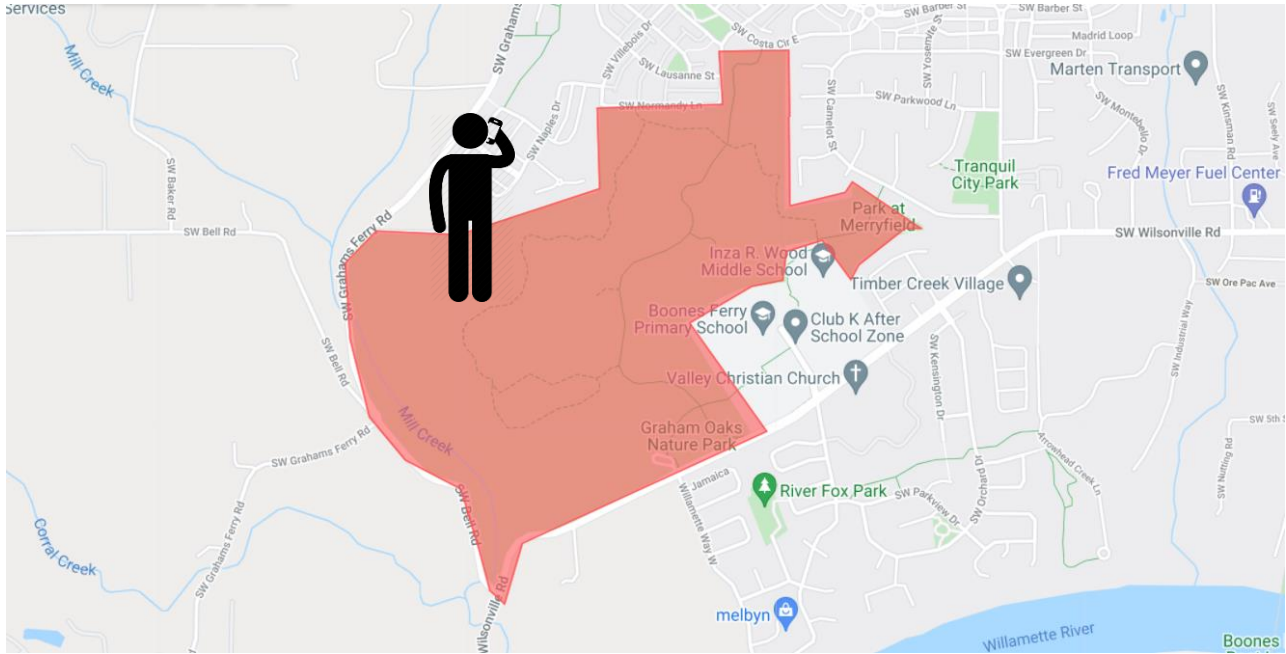
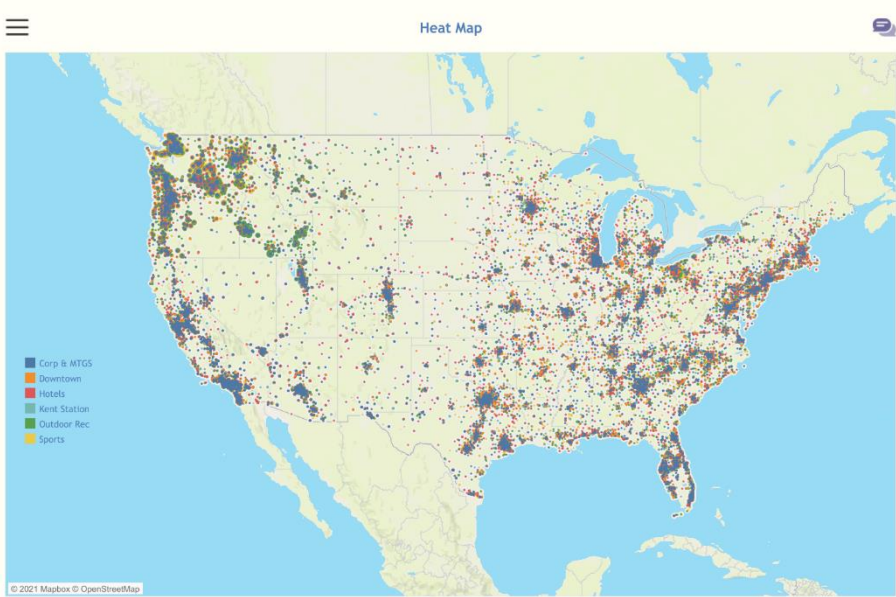


What's next?

GEOLOCATION DATA & MARKETING

GETTING STARTED: GEOFENCING

We start by adding geofencing around Wilsonville hotels, attractions, event venues, parks and other visitor points of interest. Then the dashboard begins automatically populating with not only current data from mobile devices that cross into those geofences, but also historical geo-data from the previous three years. Once someone crosses into a geofence, we know where they came from, what other things they did while they were in Wilsonville, and how long they stayed, in addition to demographic data.



Sample work schedule

SCOPE OF WORK	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
MARKETING SERVICES												
Ad campaigns, media buying, ad concepting, design, copywriting and production for the shoulder season	Media Buying & Off-Season Campaign								Off-Season Campaign			
Develop Annual One-Year Plan (influenced by the Five-Year Action Plan)	Begin July 1											
WEBSITE SERVICES												
Annual website maintenance (hosting, renewals, security, etc.)	Ongoing											
Optimize website for increased mobile responsiveness												
Develop website content to highlight Wilsonville as an overnight basecamp on homepage												
Highlight events and new content focusing on seasonality, develop campaign landing page	Ongoing											

This is a high-level schedule based on our current activities and current understanding of the needs of Explore Wilsonville. A more detailed schedule will be developed after our kick-off meeting to accommodate changes to needs and deadlines.



Sample work schedule

DETAILS	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
SOCIAL MEDIA SERVICES												
Develop social strategy and master editorial calendar	█											
Write and produce social content, community management and reporting	Ongoing											
Social media ads and boosted posts	█			█			█		█	█		
PUBLIC RELATIONS SERVICES												
Develop PR plan	█											
Build media lists, media pitching, monitoring		█	█	█						█	█	█
Travel and Words travel writer conference					█							
Micro influencer/travel blogger campaign		Off-Season Campaign								Off-Season Campaign		
PHOTOGRAPHY AND VIDEO SERVICES												
Photo shoot (show seasonality)		█					█			█		
Video shoot							█		█	█		

This is a high-level schedule based on our current activities and current understanding of the needs of Explore Wilsonville. A more detailed schedule will be developed after our kick-off meeting to accommodate changes to needs and deadlines.

Sample work schedule

DETAILS	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
MANAGEMENT SERVICES												
Attend Tourism Promotion Committee meetings in Wilsonville (6 per year, will meet when you need us)	Kickoff											
Provide quarterly reports on KPIs, STR report and combined report of contracted services												
Management of tourism promotion and DMO program	Ongoing											
COLLATERAL, PRINTING AND SHIPPING/DISTRIBUTION SERVICES												
Wilsonville Visitor Guide and Map				Launch Oct 1								
TOURISM DEVELOPMENT SERVICES												
Network with managers of local-area attractions, events and visitor/tourism services												
Oregon Governor's Conference on Tourism												
Promote and market new or improved tourism products/packages												

This is a high-level schedule based on our current activities and current understanding of the needs of Explore Wilsonville. A more detailed schedule will be developed after our kick-off meeting to accommodate changes to needs and deadlines.

PROGRAM BUDGET





Program budget + rate schedule

SERVICE		SERVICE		HOURLY RATE
Marketing Services	\$40,900	Production Design		\$185
Website Services	\$24,000	Creative Direction/ Graphic Design		\$185
Social Media Services	\$27,300	Web Design/Development		\$175
Public Relations Services	\$20,400	Project Management		\$200
Photography and Video Services	\$7,200	Copywriting (social media, marketing, PR)		\$185
Management Services	\$15,000	Strategy		\$200
Collateral Printing and Shipping Distribution Services	\$13,000	Videography		\$2,000/day
	Subtotal	Photography		\$185
	\$147,800			
	Contingency			
	\$2,200			
	TOTAL			
	\$150,000			

Includes 10% discount for annual contract

Additional work performed outside this scope of work will be billed at \$195 per hour.



Program budget

MARKETING SERVICES

Media buying: Identify advertising opportunities, negotiate ad rates, identify insertion dates based on editorial calendar, define ad specs, oversee ad design and production, deliver ads to publishers, work with partner organizations on co-op ad buys and other joint promotion efforts for two four-month shoulder season campaigns

Art and creative direction, including concepting up to three concepts per campaign, and billed hourly at \$185/hr

Ad design (for print and digital) for 1/3-page ad in Travel Oregon Visitor Guide, horizontal banner on TravelOregon.com, and full-page ad in Northwest Travel Magazine or similar media buys based on client-approved plan

Copywriting (for print and digital ads, marketing collateral)

Production for ad design outlined above

Advertising allowance (paid to publishers)

Subtotal \$40,900



Program budget

WEBSITE SERVICES

Annual maintenance including software/plug-in renewals, website hosting, domain renewal, SSL certificate renewals, security/hack alert scanning, and a technical support plan (necessary theme and plug-in updates, daily cloud backups, 24/7 uptime monitoring and website restored when down)

Develop campaign landing page to track advertising, implement Facebook Pixels and UTMs for up to three existing landing pages such as itineraries or blog posts, or similar pages

Monthly monitoring and testing for mobile responsiveness (page scrolls, for example)

Provide ongoing content maintenance (attractions, lodging, calendar of events listings) for up to 4 hours per month, distributed based on event, point of interest, or other seasonal need

Content website development (seasonal homepage image, homepage copy and featured landing pages; changed and maintained every quarter

Report website traffic and related statistics at monthly meetings. Includes up to four measurements such as visitors, top pages, locations, and unique users -- included in social media reporting

Create and implement SEO tactics, including quarterly reports, use of SEO WordPress plugins, blogs, and maintaining sitemaps

Subtotal \$24,000

SOCIAL MEDIA SERVICES

Develop social media strategy including quarterly content themes. Craft a master editorial calendar to include a balance of original and curated content for off-season tourism promotion across Instagram, Facebook and Pinterest

Write and produce social content (copy and images from existing photoshoot bank) 3-5 times per week for three social media channels following approved social media plan and editorial calendar. Up to 2 revisions, content delivered on a 2-week basis

Community management and engagement (schedule and post content on three channels, find photos from followers to post, and grow followers)

Boosted post/ad allowance to increase social media reach/impressions and drive website traffic (\$1,200)

Subtotal \$27,300



Program budget

PUBLIC RELATIONS SERVICES

Develop media relations plan to include 4 quarterly media themes/stories to promote shoulder-season travel with corresponding PR tactics including media pitches and press releases

Subscribe to database of relevant reporter inquiries, respond to media inquiries or media opportunities as needed. Monitored on a weekly basis

Develop media lists for 4 approved themes, conduct targeted PR outreach and provide ongoing media follow-up, quarterly. Reviewed and approved at ongoing monthly meetings

Software subscription to robust Cision Media Database to provide monthly monitoring, media contact lists, distribution and reporting

Manage micro influencer/travel blogger campaign (bring 4 IG influencers with travel blogs, each tasked to promote a different Wilsonville Pocket Trip, during shoulder season). Includes influencer selection, contracts, itinerary building and hosting

Media hosting allowance for FAMS and approved media visits

Subtotal \$20,400

PHOTOGRAPHY AND VIDEO SERVICES

Secure photographer, develop contract agreement. Develop shot list and 3-day schedule. Coordinate with businesses, secure permissions. Model recruitment and management. Model releases. Photoshoot direction (1 JayRayer on location), help coordinate proper social distancing and mask requirements. Post shoot follow-ups with models, review photos and add to/organize image library.

One photographers on location for 2 days (back-to-back), shooting 8 locations, following provided shot-list. Includes full usage rights

Model reimbursement for 12 models. Meal stipend (JayRay, photographers). Mileage reimbursement. 2 photographers. 1 JayRayer. Overnight stay for JayRayer 2 nights

Obtain full usage and rights renewals, if applicable

Subtotal \$7,200



Program budget

MANAGEMENT SERVICES

Management of the overall tourism-promotion and destination marketing program (includes monthly meetings to encompass strategy decisions such as marketing management efforts)

Develop and operate procedures/systems (fulfillment handled by City Parks and Recreation staff) to include printing, shipping and postage costs of marketing collateral)

Renew up to four memberships to Travel Portland and Oregon Destination Association

Software and database subscriptions (STR and ISSUU)

Provide quarterly reports of key performance indicators and STR report, in addition to a combined report of contracted services including website, marketing/advertising, social media, PR and visitor fulfillment. Reports will also include a high-level dashboard to track progress against annual goals and previous year's results.

Attend Tourism Promotion Committee meetings in Wilsonville, virtually 6 times per year

Subtotal \$15,000

COLLATERAL PRINTING AND SHIPPING DISTRIBUTION SERVICES

Develop Wilsonville Visitor Guide with simple locator map, based off Google Maps. Includes tri-fold brochure design format to fit Certified Folder racks and copywriting or other printing project similar in scope

Printing allowance (digital print, full-bleed, trimmed, folded, includes proof) of up to 40,000 copies; includes digital PDF, downloadable from website (may use contingency to increase printing budget based on existing inventory)

Postage allowance for visitor center fulfillment by Parks and Recreation staff

Subtotal \$13,000



Optional - Program budget

OPTIONAL: GEOLOCATION DATA

Custom analysis dashboard for 6 clusters (hotels, parks, attractions, high-visitation areas, etc.) of points of interest with charts, graphs, maps and tables with new data monthly and historical data. Clusters contain as many points of interest as requested

Monthly consumer spending (credit card) data to learn in which sectors visitors are spending money (12 months)

Three years of historical data back to 2018 (one-time cost)

Project management, dashboard setup, and geofencing management

Subtotal \$25,400

OPTIONAL: GEOLOCATION MARKETING

Winter Campaign - Digital ads targeting past visitors and lookalike audiences, with call to action to plan a return overnight visit. Timed to Winter 2022 shoulder season

Spring Campaign - Digital ads targeting past visitors and lookalike audiences, with call to action to plan a return overnight visit. Timed to Spring 2023 shoulder season

Subtotal \$21,000

Geolocation data and marketing is an optional and recommended scope of work. Geolocation is not yet included in the total cost on slide 25.

WORK SAMPLES



Tourism clients and experience

SMALL- TO MID-SIZED TOURISM CLIENTS

- Discover North Bend
- Experience Olympia & Beyond (*Thurston County*)
- Explore Wilsonville
- Maritime Washington National Heritage Area
- My Ellensburg (*Kittitas County*)
- Olympic Peninsula Tourism Commission (*Clallam, Jefferson, Mason and Grays Harbor Counties*)
- Olympic Peninsula Visitor Bureau (*Clallam County*)
- South Sound Craft Crawl
- Spice Bridge Food Hall
- Travel Tacoma-Mt. Rainier Tourism & Sports (*Pierce County*)
- Visit Kent
- Visit Renton
- Visit Vancouver USA (*Clark County*)



DESTINATION MARKETING EXPERIENCE

We partner with travel and tourism destinations from providing a complete DMO program to project-based work. Some examples:

- Manage tourism programs for Explore Wilsonville, Visit Kent, and Visit Renton from marketing campaigns to presentations at Lodging Tax meetings
- Brought Mountain City Sea tourism brand to life for Travel Tacoma
- Recently redesigned the Bountiful Byways brochure and map for Experience Olympia & Beyond
- Wrote website content for Olympic Peninsula Tourism Commission and integrated Trip Advisor and BookDirect functionality
- Won Port of Seattle Tourism Marketing grants for Travel Tacoma, Discover North Bend and Visit Renton. Included conceiving, design, copy, campaign sweepstakes management and more
- Developed a strategic and integrated marketing-communication plan for Kittitas County to grow tourism
- Led rebranding process for Visit Vancouver USA (in progress) and Experience Olympia & Beyond
- Managed influencer campaigns for Olympic Peninsula Visitor Bureau, Explore Wilsonville, Travel Tacoma and Visit Renton
- Managed social media accounts from start to finish for Explore Wilsonville and Visit Kent
- Managed PR programs for Travel Tacoma and Experience Olympia

Developing tourism for Explore Wilsonville



With a new website and fresh brand identity, Wilsonville, Oregon, was ready to put out the welcome mat for visitors—especially during the slower non-summer months. Then tourism experienced another slowdown with the COVID-19 pandemic.

TRIP PLANNING & PACKAGES MADE EASY

JayRay started by crafting a strategy to evolve Wilsonville’s tourism brand. A unified message for visitors across all marketing and communication channels focused on the benefits of outdoor shoulder-season experiences. Just 15 minutes from Portland, suburban Wilsonville makes an affordable, relaxed basecamp for memorable getaways. We created specific itineraries—“[pocket trips](#)”—that feature Wilsonville’s easy access to wine country, shopping, local history, family adventures, interesting food experiences and outdoor excursions. After leading a three-day photoshoot, we built a substantial library of images for social media content, ad buys and travel blogs. New digital maps, hotel listings and partner packages made it easy for people across the region to plan an overnight stay.

READY FOR REOPENING

Pandemic shutdowns pivoted the Wilsonville campaign messaging to planning a future trip. We pitched media stories, added itineraries and blogs to the website, and launched ad campaigns. Engagement followed. New users to the website in spring 2021 increased by 58%. The restaurant listings page had the most clicks as businesses reopened with safety protocols. We arranged a hosted influencer visit just in time for pumpkin patch season and other fall activities.



Developing tourism for Explore Wilsonville

WE KNOW YOUR STORY

WE KNOW YOUR AUDIENCE

From families to business travelers, it's clear that your visitors have unique motivations, interests and taste. Through our successful partnership with you, we now understand what your visitors want to know, what they want to believe, and what we hope they'll do as a result.

CONTENT THAT STICKS

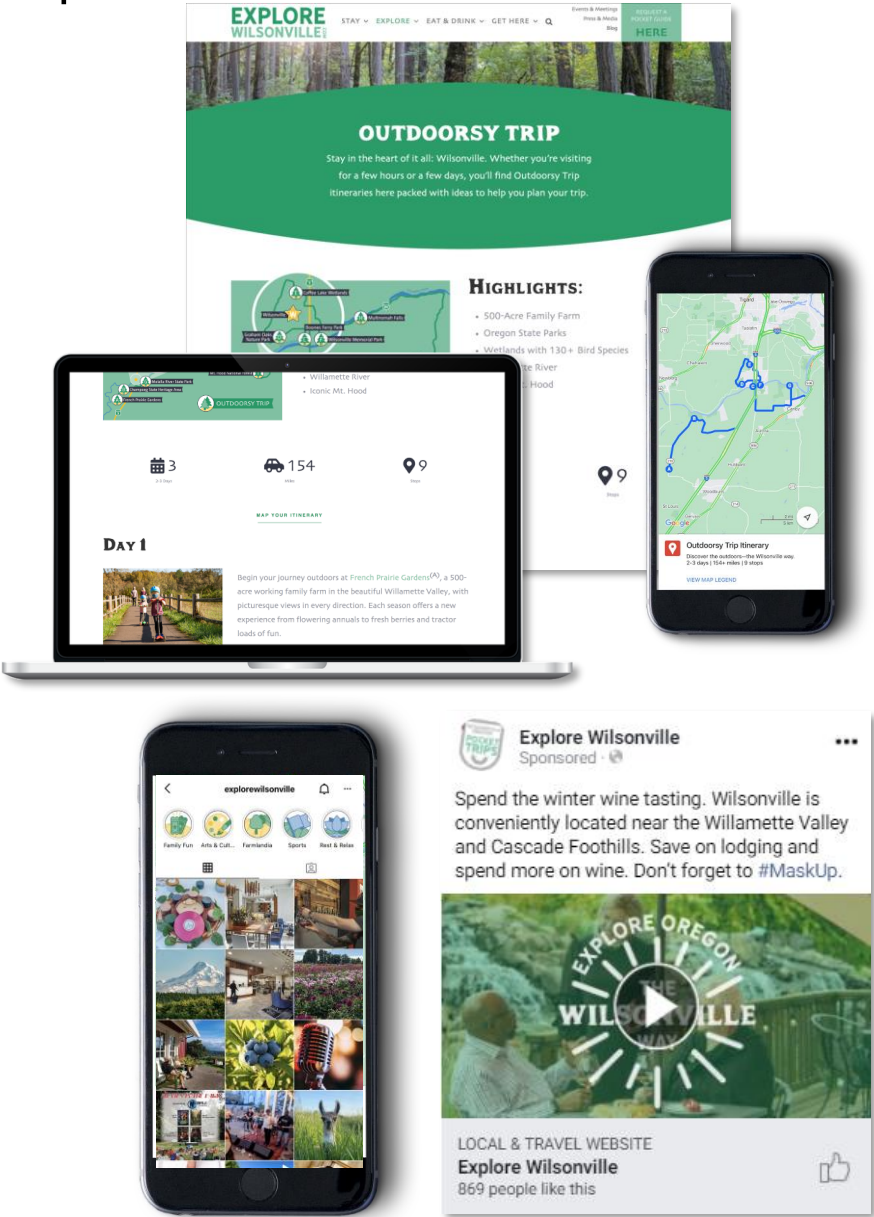
Equipped with an understanding of your audience's motivations and our deeper understanding of the opportunities in Wilsonville, we are making it easy to take action. Staying in the heart of it all is easier than ever with content optimized for modern devices and marketing channels that cut through to capture those future visitors that are hard to reach.

A DESTINATION FOR EVERYONE

Our partnership has allowed us to help current and future visitors more easily envision themselves in Wilsonville. We designed clear itineraries to inspire several traveler archetypes. The results are clear when we see significant increases in digital reach.

A SENSE OF PLACE

A fresh digital marketing strategy brings Wilsonville into focus for website visitors and social media users. Our relationships with key influencers within the Wilsonville area has given us access to what makes your city unique. From Willamette Valley wineries to Wilsonville proper hoteliers and restaurants, we're well-positioned to make it easy for potential visitors to see themselves here.



Developing tourism for Explore Wilsonville

WE KNOW YOUR STORY



A Weekend in Wilsonville, Oregon

When you think of the state of Oregon in the USA, what comes to mind? You might think of farm-to-table food, Pinot noir wine, and heavily forested nature. You can find all of this and more in the town of Wilsonville.

ALL EYES ON WILSONVILLE

We leveraged the audience of digital creators with followers within a 4-5 hour drive market to highlight what it looks like to stay in the heart of it all. Folding in this powerful storytelling element inspires loyal followers to see themselves in Wilsonville—or in this influencer’s words, “When you think of the state of Oregon in the USA, what comes to mind? You might think of farm-to-table food, Pinot noir wine, and heavily forested nature. You can find all of this and more in the town of Wilsonville.



Pick up handmade rugs, candles, aprons and other boutique items at the mother-daughter-owned Graham & Toose Farm Store.

Shop for Fresh Produce, Plants and Artisan Items at These Farm Stops

Barn Owl Nursery offers more than 100 varieties of Oregon-grown lavender plants, along with culinary and ornamental herbs. Owners Chris and Ed Mulder have seen a renewed interest in lavender farms, with gardeners



Black on appearance to meet the miniature donkeys and other residents of Tollen Farm. Donations for this event. Full size appropriate.

Take a Walk on the Wild Side With These Adorable Animals

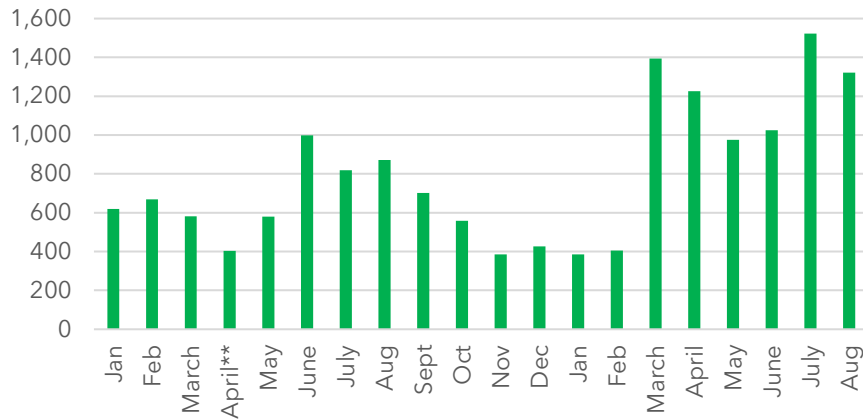
A pumpkin patch and Christmas tree farm with seasonal activities for families, Frog Pond Farm now offers Farm Walkabout tours. Hop on over to explore a 5-acre portion of the 40-acre farm on foot while interacting with llamas, alpacas, donkeys, horses, piglets, chicks, an emu, camels and two baby ostriches. The family-run farm also offers a fun more for kids featuring tumblers, slides, picnic tables, tetherball and haystacks. Frog Pond Farm is open 9 a.m. to 4 p.m. Fridays, Saturdays and Sundays for walkabout tours. Tickets are \$10 per person (2 years and older) at the gate and include a cup of animal feed.

Pastoral meets whimsical on the 4-acre Tollen Farm. Since 1979 owner Tonia Tollen has shared her passion for

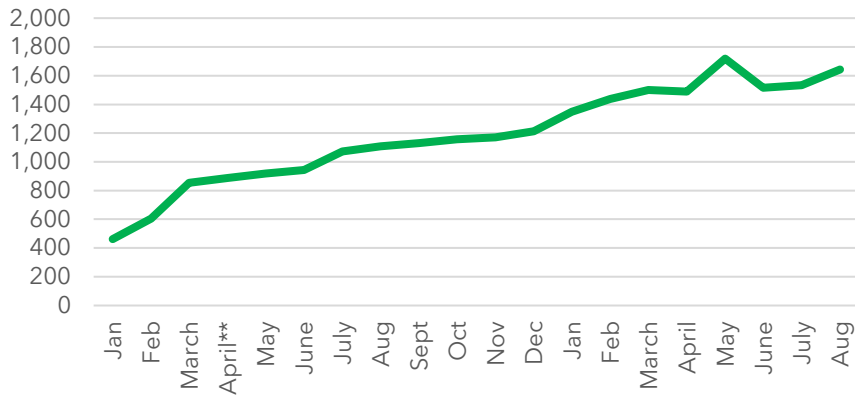
Developing tourism for Explore Wilsonville

WE KNOW YOUR STORY

2020-21 Explore Wilsonville Website Users



2020-21 Explore Wilsonville Social Media Followers



INTEGRATED FOR IMPACT

An integrated strategy has increased visitors to your newly designed website. A fresh social media strategy has also paid off with consistent follower growth. With a growing number of eyes on Wilsonville, you've seen authorities like Travel Oregon reach out to learn more about Wilsonville. Our partnership over the last year has deepened your place in Oregon tourism by sharing what is authentic, relevant and different about the place you call home.



Developing tourism for Explore Wilsonville

UNWAVERING THROUGH UNCERTAINTY

DYNAMIC BY DESIGN

The last year didn't turn out to be what any of us expected. Be it the spread of wildfire or virus, we made sure our partnership could stand the test.

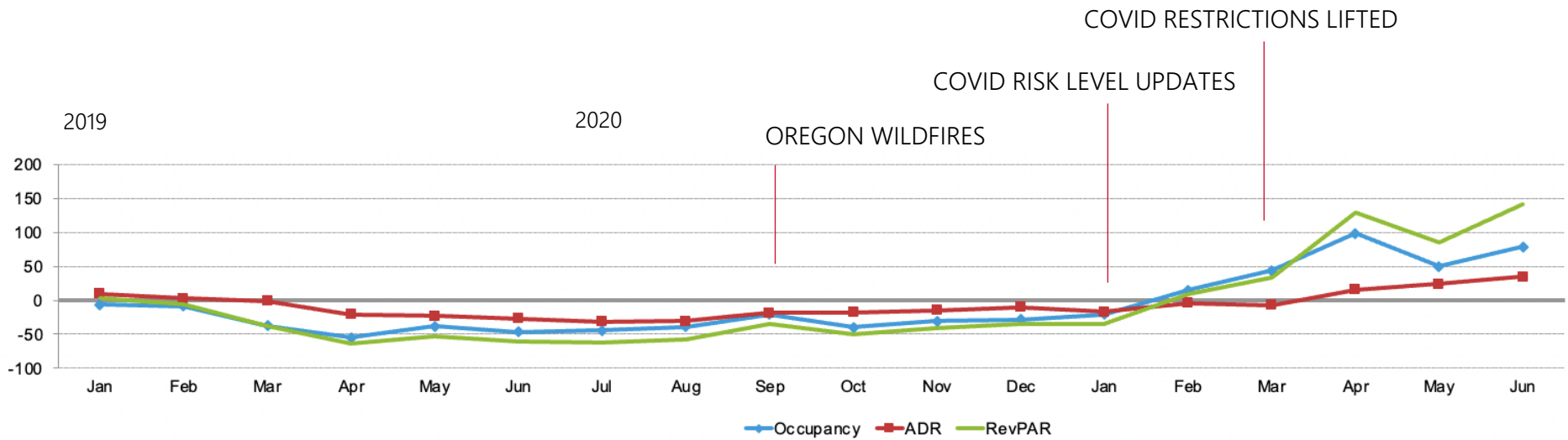
We deployed a series of tactics, dynamic by design, to ensure the needle kept moving. Not even 2020 could stop us.

Travel Advisory

COVID-19 TRAVEL INFORMATION

Updated August 24, 2021

As of August 24, 2021, the OHA is requiring face masks in indoor and outdoor settings to curb the spread of the Delta variant. Individual businesses, restaurants, stores and attractions are determining their own operating strategies during this period; please check with specific businesses on their hours and procedures before visiting.



COVID-19

Developing tourism for Explore Wilsonville

UNWAVERING THROUGH UNCERTAINTY

RAPID RESPONSE MARKETING

- Masked photoshoot
- Reliable travel advisories
- Responsible recreation content
- Relevant tourism development
- Seasonal changes
- Understanding local restrictions

THANK YOU FROM THE HOLIDAY INN



To thank our frontline & essential workers, vaccine administrators & distributors, and anyone working to fight COVID-19, here is a special discount.



Four Newly Reopened Activities for Summer

Four Newly Reopened Activities for Summer Summer activities in Wilsonville are still open for you and your family to squeeze in before school starts! Here are four ideas

Pocket Trips

[READ MORE >](#)



5 Tips to Recreate Responsibly in Wilsonville

Explore Wilsonville, safely! As reopening begins, our businesses and attractions are working hard to meet new safety guidelines. Follow these five tips to recreate respon

Pocket Trips

[READ MORE >](#)

Rebranding Experience Olympia & Beyond



Visitors didn't know the name of the Olympia-Lacey-Tumwater Visitor and Convention Bureau so they weren't likely to rely on it. The bureau's look and messaging were dated. The VCB staff was new and the time was right to rebrand Thurston County to draw more than day trippers to Washington's capital city.

OVERTURNING CONVENTION

We started with the people who call Thurston County home. After diving deep with public surveys, focus groups and phone interviews with local businesses and visitors, we staked out the position "never conventional" for the destination and crafted the tagline "Decidedly Different."

BOUNTIFUL RESULTS

The VCB board was energized and embraced new messaging. Residents and industry businesses adopted the tagline. The VCB team quickly put the new brand into market with the Bountiful Byway tour product, designing and distributing a map and brochure to match the spirit of Thurston County. And visitors noticed. Visitor spending increased nearly 16% just one year after brand launch.

SHIFTING TO SUPPORT LOCAL

In 2020, we worked with local businesses in Thurston County that embodied the spirit of the destination to create a decidedly different [holiday gift guide](#). Not only did it bring the region together during a challenging time, but the campaign resulted in nearly 377,000 Connected TV and banner impressions with another half million impressions on Facebook, increasing visits to the website and participating businesses.

Turning Kent foodie-friendly



Kent Food Trails

Taste your way through 5 self-guided food trails in Washington's most ethnically diverse city.

- Downtown Dining Trail
- Farm Fresh Trail
- International Eats Trail
- Kid-Friendly Kitchen Trail
- Local Libations Trail

Visit **Kent** WASHINGTON

Plan your edible escape. TasteKent.com



Kent's economic development team needed to spark outside investment in the city. It sought an agency partner capable of growing destination tourism to put Kent on the radar. JayRay was selected to solve the challenge. We crafted a strategy to highlight the diverse and authentic culture of Kent in a way that resonated with visitors. JayRay's solution: the Kent Food Trails—an invitation to experience Kent's global food scene.

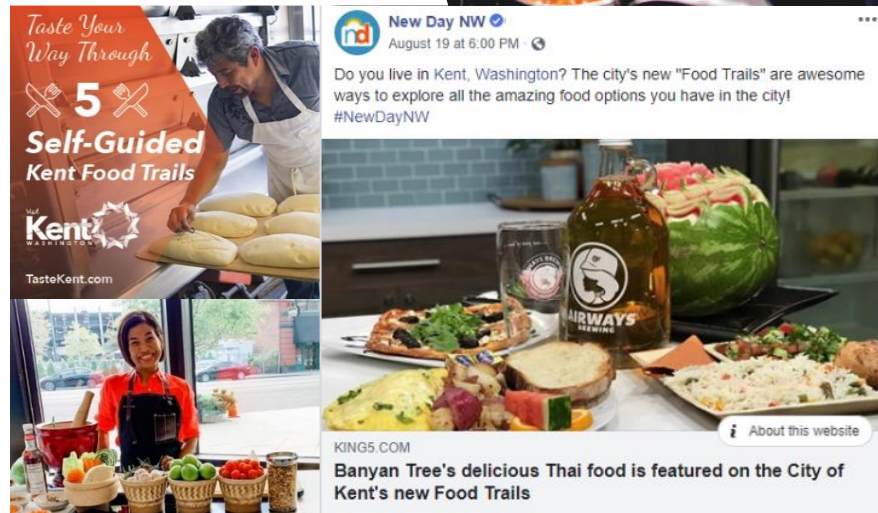
OVERTURNING CONVENTION

JayRay crafted an integrated strategy targeted to "foodies" in Washington state with several tactics. Nuanced public relations efforts reached travel writers, bloggers and TV media outlets.

Social media played a key role with Instagram takeovers (featuring local restaurants) and a hosted micro-influencer trip, amplifying the messaging within Kent and far beyond. An Edible Escape contest targeted visitors with a mix of digital advertising and print advertorial in key drive markets.

IMPACTFUL RESULTS

Target audiences took notice. A drive to Kent was a trip worth taking. The campaign has increased total website traffic by 400%. The Kent Food Trails was featured on New Day Northwest, a live show on KING 5 TV. The PR Newswire release was picked up by 169 travel media outlets, and total efforts resulted in 7 million PR impressions.



New Day NW
August 19 at 6:00 PM

Do you live in Kent, Washington? The city's new "Food Trails" are awesome ways to explore all the amazing food options you have in the city! #NewDayNW

KING 5 TV
KINGS.COM

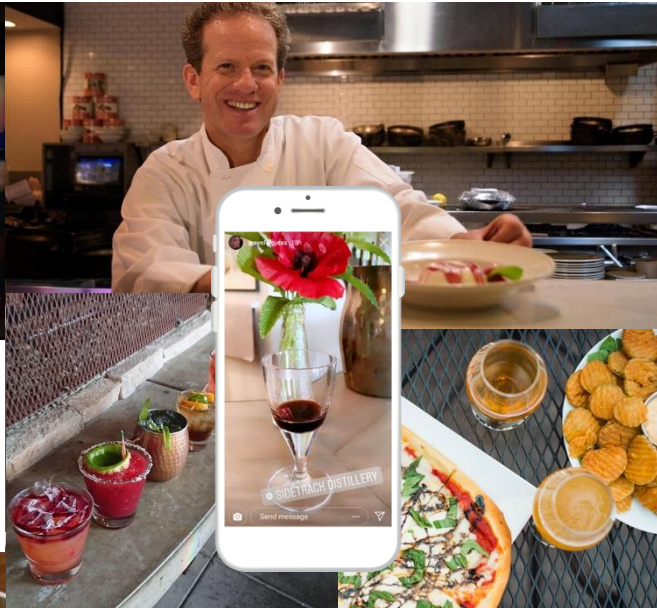
Banyan Tree's delicious Thai food is featured on the City of Kent's new Food Trails



NEW DAY/NORTHWEST

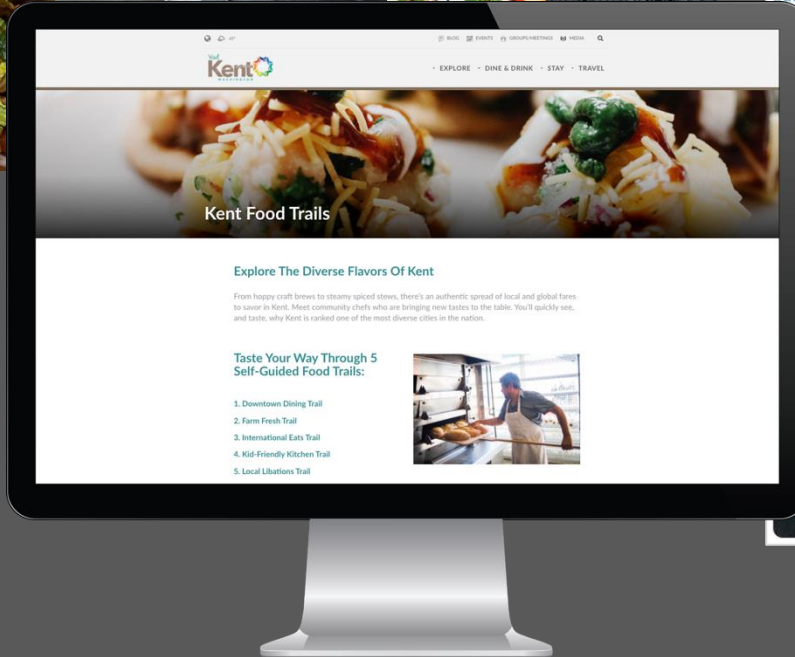
Banyan Tree's delicious Thai food is featured on the City of Kent's new Food Trails

Kent's culinary scene is exploding! You can get a taste by trying out these new self-guided tours spotlighting local restaurants.



global eats

- Kent Food Trails program
- Website landing page
- Social media strategy, content
- Media relations
- Hosted influencer trip
- Contest development
- Digital ads
- Social media takeovers



A new community pledge



South Sound Together—a group of businesses, colleges and government organizations, hungry to show off the South Sound as a top place to work and live—wanted to turn to branding to solve the need. South Sound business leaders were skeptical. Previous group branding attempts failed. This time, the thinking would have to be bigger.

PEOPLE INSPIRED. MOUNTAINS MOVED.

We wrangled the partners and facilitated the big conversations. How do we define the “South Sound”? What is it that can inspire our personality and promise? What does success look and feel like? The effort needed to span audiences, city lines, levels of expectations and communication channels. The carefully orchestrated launch was as broad as it was collaborative: teaser creative, website, online store, a Snapchat and Instagram strategy, an events street team and open-source graphics with an invitation to use them. Next, we sat back and watched the community make it its own.

UNLEASHING THE POWER OF COMMUNITY

We saw a surge of Instagram followers within days, and 145,000 Snapchat filter uses in the first 24 hours alone. Local reporters were investigating on the day the guerilla tactics broke, trying to track down the source. Artists interpreted the brand in their own creations. Businesses contacted us to create items, and they’re still lined up to get campaign murals on their empty walls. The campaign has now earned continued funding.



- Brand partner facilitation
- Badge design
- Open-source graphics
- Social media strategy
- Guerilla tactics
- Events street team



Thinking local with the City of Renton



When the City of Renton received emergency CARES funding for COVID-19 relief, JayRay quickly implemented a comprehensive “support local” project. To represent Renton’s underserved communities and increase sales, we worked with a diverse group of business owners and appealed to community solidarity. Multiple-language materials and a digital tool kit equipped local merchants to promote themselves.

INSPIRING A LOVE FOR LOCAL

We blended authenticity and strategy into an integrated marketing campaign encouraging the community to “Make Yourself At Home” in Renton during the holidays. The [Renton Holiday Gift Giving Guide](#) highlighted Renton’s six retail neighborhoods. A custom webpage, photography and media buy promoted the project across King County. And five local influencers kicked off the campaign with a visit to Renton on Small Business Saturday, sharing unique finds on social media. To drum up engagement, we created a local staycation sweepstakes with an overnight hotel package and \$500 in shopping and dining credit. We gave the campaign quirky neighborhood flair with social distancing decals (dragon feet!), A-boards and custom floor mats to welcome visitors into local businesses. Our storytelling approach highlighted inspiring small business owners in the Meet Your (Renton) Neighbor program, including hotel spotlights on COVID safety.

THE REGION NOW KNOWS RENTON

In total, the campaign reached over 1 million people. Website visits increased 900% from the previous year, and more than 200 locals entered the staycation sweepstakes. Custom photography added over 500 images to the Renton image library. The campaign continues, updated for year-long use outside the holiday season.

TH

The Seattle Times
THE MIX
TRAVEL | ARTS | FOOD | BOOKS

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Friend of the arts
35-year KUOW arts reporter retires > 11

Leftover delicacies
Readers transform holiday extras > 11

Talking with Scott Altier on his art > 11

scattletimes.com



meet your
RENTON NEIGHBOR

Get to Know Renton's Local Business Owners

The heart and soul of Renton

Many to cupcakes, deluges to restaurants. Local businesses are the fabric of our neighborhoods. Their namespans span the globe but are the heart and soul of Renton, Washington. Even through extraordinary circumstance, these small businesses serve the community with hard work, determination and care.

Let their stories inspire and excite—and help you discover (or rediscover) Renton. After all, the best way to experience the city, is through its dreamers and doers.

Meet Your Renton Neighbor
Community leaders choose Renton to live and work.

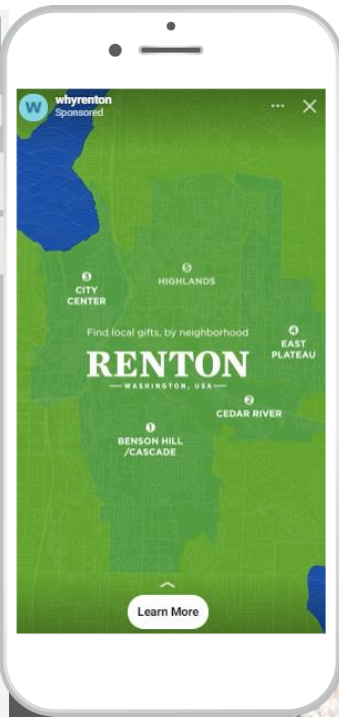
Meet Leeching and Duc Tran

Meet Heng and Large Woon

Meet Jacqueline Nguyen

Meet Mily Tafese

Share a Story With Us
Do you know a Renton business owner with an inspiring story? We'd love to learn more.



Why Renton
Sponsored

Shop Renton's six neighborhoods and wrap a bow around your holiday season. Our Gift Giving Guide sparkles with hometown shops, restaurants and experiences. #RentonHolidays



GIVERENTON.COM
Renton's Gift Giving Guide [LEARN MORE](#)



HOP RIGHT IN

FITNESS | One Seattle woman is on a par inspired mission to get everyone to jump

BY MANDY KANK
Special to The Seattle Times

When boutique-based commercial real estate agent Abbie Marcus started her first choreography and jump rope studio, she knew she was getting started from scratch. Marcus, like many others, took up a new hobby to pass the time during the first coronavirus lockdown. After just seven months of posting videos of herself jump

Above: Jumping rope in the rain, from How and About Machine dance clubs. This is a decorated jump rope at 200 years. Marcus has built a following in just seven months.

rope to Instagram, more than 12,000 followers and topped into the region's network of the newest class of influencers: jump rope.

One of the most understood and overlooked athletes activities has a new, loyal following of passionate "jumpers" who have brought a new life to jump rope during the pandemic. With each instructor.

See • JUMP ROPE, 17

ARTS

Seattle arts groups rethink tradition

BY CRYSTAL PAUL
Special to The Seattle Times reporter

This season, many of us may be haunted by the ghosts of some joyful holidays past — the reunions with distant family members, the large feasts, the holiday shows.

In this season of lights, our senses remind us that we can create more meaningful holiday traditions. But performing arts groups in the Seattle area are giving us a chance and hope of enjoying solitary, alternative ones. Organizers meet big and small — many of which typically see a **RENTON, 14**

FOOD

Whidbey Island pickle company runs on old-school fermentation

BY JACOB VAREHAND
Special to The Seattle Times reporter

When Jeff Lyons decided to start a business that made pickled vegetables, there was only one way he would do it: old-school fermentation.

His kids have been around for pickles, dating back to 1988 in B.C., when his parents from India were first pickled in the Puget Valley. The old-fashioned fermentation technique Lyons learned has been used for centuries — in the 19th century, the industrial branch of

pickles helped sailors ward off scurvy on long sea voyages. Lyons' pickles ferment naturally in the soil beneath the surface of his Whidbey Island water tower for one to two weeks in a saltwater brine, water and the naturally occurring presence of the bacteria that create that tangy, pickled flavor.

And Lyons made his fermentations in the soil beneath the water tower. The success in the soil hasn't occurred because that naturally occurs

See • PICKLES, 14

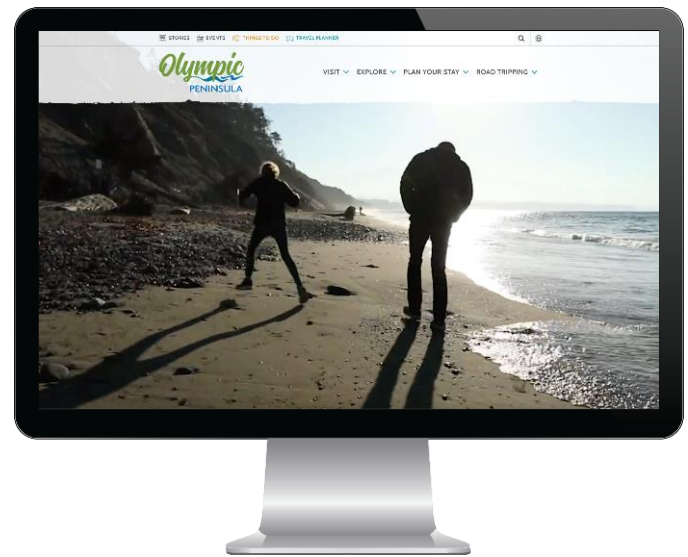
make YOURSELF AT home
for the holidays

Six neighborhoods. Gifts galore.
Start shopping.

GiveRenton.com **RENTON**

- Integrated marketing campaign
- Social media ads
- Print and digital ads
- Influencer marketing
- Photo shoots
- Landing page development
- Media relations
- Marketing toolkit for businesses
- Materials translated into multiple languages

Online with Olympic Peninsula Tourism Commission



The Olympic Peninsula Tourism Commission’s website was outdated and hard to use, especially on mobile. Information was hard to find and navigation wasn’t intuitive. Plus, the site contained too much copy and too few photos. The Olympic Peninsula Tourism Commission needed a new website to convey a unified sense of place for the expansive and diverse terrain that attracts visitors from every corner of the globe.

JAYRAY WENT TO WORK

- Facilitated the 10-person website committee to determine goals, brand personality and design theme
- Built a user-friendly, inspirational, educational WordPress website (OlympicPeninsula.org) with a photo-centric design to whet visitor appetites
- Involved a variety of key stakeholders—from funders to government leaders—to ensure authenticity and increase community buy-in for new design
- Advised on content strategy, types of pages needed, ways to strengthen overarching brand through a refreshed online presence, new logo and more
- Created and implemented an integrated digital campaign to promote the new website and generate interest in off-season visits
- Added insightful analytic capabilities for commission partners to track traffic and online bookings, bringing new level of understanding for hoteliers



EARNED MEDIA COVERAGE AND ADOPTION OF NEW LOGO

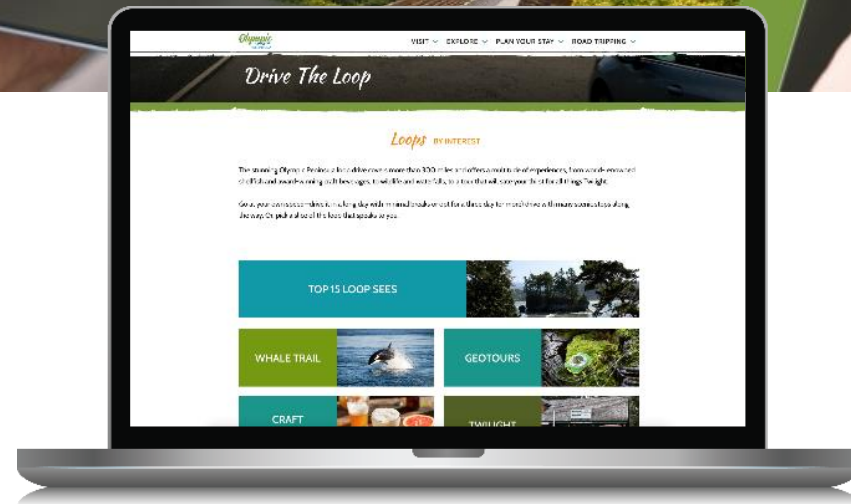


WEBSITE VISITS UP 70% YEAR OVER YEAR IN FIRST MONTH



POTENTIAL VISITORS RESPONDED WITH A 126% INCREASE IN TRAVEL PLANNER PAGE VISITS IN THE FIRST SIX MONTHS

Online with Olympic Peninsula Tourism Commission





Terms and conditions

CONFIDENTIALITY

The agency will keep confidential information that has not been made public and is designated as confidential by the client.

PROJECT BUDGETS

The client and agency will agree on a budget for each project. Budgets will be based on a defined level of effort and expense. Acceptance of the budget by the client confirms that JayRay has been contracted by the client for the project as described.

PROJECT CHANGES

Changes in project requirements, specifications or schedule may require a change in budget. JayRay will provide to the client a budget that reflects the changed level of effort and expense.

PROJECT APPROVALS

JayRay will provide the client with proofs to assure accuracy of materials created on its behalf. JayRay will exercise reasonable care to avoid errors. The client retains final responsibility for the decision to print, produce or disseminate materials.

POSTPONEMENT OR CANCELLATION

If the project is cancelled or postponed prior to completion, the client agrees to pay JayRay for any work that has already been completed and any expenses already committed to, including commissions or markup.

OWNERSHIP

The client owns all original artwork created by JayRay on its behalf, upon payment in full of the project invoice. JayRay's subcontractors, vendors and suppliers (such as photographers, stock photo houses and font libraries) retain ownership and possession of all original work they have created unless otherwise negotiated. Materials owned by the client and archived by JayRay may be destroyed after three years. JayRay retains the right to use work created for the client for its own self-promotion purposes. JayRay retains ownership of all concepts not selected for production by the client.

MARKUPS AND COMMISSIONS

The agency will add a 20 percent markup to all out-of-pocket costs such as printing, photography, web hosting, web plug-ins, broadcast production and research, incurred on behalf of the client. The agency will retain all commissions granted to recognized agencies and will mark up non-commissionable media billed through the agency equivalent to the standard 15 percent agency commission.

MISCELLANEOUS CHARGES

Expenses such as photocopying, facsimile, postage, delivery, telephone and travel will not be marked up. They will be billed as estimated or billed at cost.



Terms and conditions (continued)

TERMS

JayRay will invoice the client monthly electronically via email for work done in the previous calendar month, unless other arrangements are mutually agreed upon. The client agrees to pay agency invoices within 30 days of receipt unless otherwise agreed. A service charge of 1-1/2 percent per month will be added to all past due invoices. All work will be discontinued and media schedules cancelled when payment is 45 days in arrears.

CLIENT/AGENCY AGREEMENT

Effective _____, JayRay Ads & PR, Inc., is authorized by **City of Wilsonville** to act as an advertising/public relations agent on our behalf. This agreement authorizes JayRay Ads & PR to develop and purchase printed materials, photography, media advertising, and other goods and services as necessary to carry out authorized and approved advertising/public relations programs on our behalf.

When making approved purchases on our behalf, JayRay is acting only as our agent, and liability for payment for these goods and/or services remains ours.

For: **City of Wilsonville**

Signed _____ Date _____

Send invoices to

Name: _____

Email address: _____

Phone number: _____

Advertising & Marketing
Branding
Communication & Strategy
Digital & Social Media
Graphic Design
Internal Communications
Public & Media Relations
Promotions & Events
Research & Planning
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Development

Bridget Baeth
bbaeth@jayray.com
535 Dock Street, Ste. 205
Tacoma, WA 98402

   @JayRayAdsPR JayRay.com



CITY COUNCIL MEETING MINUTES

December 20, 2021 at 7:00 PM

City Hall Council Chambers & Remote Video Conferencing

CALL TO ORDER

1. Roll Call
2. Pledge of Allegiance

A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:00 p.m. on Monday, December 20, 2021. Mayor Fitzgerald called the meeting to order at 7:15 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
Ryan Adams, Assistant City Attorney
Kimberly Veliz, City Recorder
Mark Ottenad, Public/Government Affairs Director
Beth Wolf, Systems Analyst
Zoe Mombert, Assistant to the City Manager
Keith Katko, Finance Director
Mike Nacrelli, Civil Engineer
Delora Kerber, Public Works Director
Martin Montalvo, Public Works Ops. Manager
Bill Evans, Communications & Marketing Manager
Katherine Smith, Assistant Finance Director
Cindy Luxhoj, Associate Planner
Zack Morse, Parks Maintenance Specialist
Dustin Schull, Parks Supervisor
Tommy Reeder, Parks Maintenance Specialist

3. Motion to approve the following order of the agenda.

Motion: Council President Akervall moved to approve the order of agenda with the modification Resolution No. 2937 be removed from the Consent Agenda and added to New Business. 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

MAYOR'S BUSINESS

4. Upcoming Meetings

The Mayor reported the City is currently conducting a brief survey to learn what Wilsonville residents are doing to prepare for emergencies. Resident's responses will inform a community awareness campaign to develop and improve the community's preparedness. A link to the survey can be found on the City's website.

The Mayor then detailed the following events and meetings that occurred since the last time Council met.

Aurora-Wilsonville Mayors' Letter to the Governor

- Two weeks ago, the Oregon Supreme Court upheld a ruling by the Court of Appeals in a case brought by the Cities of Aurora and Wilsonville.
- The Courts found that the Oregon Department of Aviation violated the state's land-use system when approving a 2011-12 Aurora State Airport Master Plan with a longer runway.
- Now the Department of Aviation is undertaking a new federally funded master planning process for the Aurora State Airport.
- The Mayor explained the new master planning process has gotten off to a rocky start.
- City of Aurora Mayor Brian Asher and the Mayor collaborated on writing a letter to Governor Brown. Seeking the Governor's intervention with the Department of Aviation to ensure a fair, valid master planning process with meaningful public engagement.
- It was explained as 'Mayors of the Aurora State Airport Area Communities,' the Mayors listed a number of significant public concerns, including:
 - The Department of Aviation's predisposition favoring an airport runway extension that enables increased sales of leaded aviation-fuel gas and is directly contrary to the Governor's Executive Order on Climate Action.
 - A master plan advisory committee stacked with a majority of interests financially benefiting by taxpayer-funded airport expansion.

- Exclusion of key state agencies which includes Departments of Agriculture and Environmental Quality, that work respectively with local-area farms and protecting public health and the environment.
- Biased airport master-planning public process that fails to provide meaningful community engagement.
- Promoting false information about the seismic resilience of the Aurora State Airport, which is listed at the lowest-level of Tier 3 airports in the Oregon Resilience Plan and located in an area subject to major potential damage in a projected 9.0 Cascadia Subduction Zone Earthquake.
- The Mayor looks forward to the Governor's assistance to improve this situation.

Oregon Army National Guard Ribbon-Cutting

- The Mayor attended the ribbon-cutting ceremony for the new Oregon Army National Guard recruiting office in Wilsonville.
- She described the ribbon cutting was hosted Captain Beaty of the Army National Guard. Chamber of Commerce president Jaimy Beltran and the Chamber of Commerce CEO Kevin Ferrasci O'Malley also attended the event.
- A number of City staff members attended, including those who have served or are serving in the Guard, which included Wilsonville City Manager Bryan Cosgrove and Assistant City Attorney Ryan Adams.
- On behalf of the Council, the Mayor thanked the soldiers of the Oregon Army National Guard whom are called-up from their day-jobs to become heroes in service to their community and country.
- The audience was encouraged to visit the recruiting station located in Town Center near Goodwill to learn about the Oregon Army National Guard's many opportunities.

Washington County Meetings

- The Mayor attended meetings of the Washington County Coordinating Committee (WCCC) and the Mayors of Washington County.
- The Mayor shared that a presentation was given at the Mayors of Washington County meeting by an epidemiologist about the COVID-19 omicron variant.
- At the meeting, a \$25,000 MS TIP Opportunity Fund Request by Westside Transportation Alliance to leverage a \$75K Metro Regional Travel Options (RTO) grant program application was announced.

Metropolitan Mayors Consortium (MMC)

- Attended two Metropolitan Mayors Consortium meetings where members elected 2022 officers and developed draft 2022 legislative priorities.

Upcoming Meetings and Events

- The Mayor hoped for everyone to have a good next couple of weeks during the Winter Holidays.
- The next City Council meeting is Thursday, January 20, 2022 in recognition of Martin Luther King Jr. Day on Monday, January 17, 2022

5. Appointments/Reappointments

Budget Committee Appointments

Appointment of Sam Scull and Alicia Moulton to the Budget Committee for a term beginning 1/1/2022 to 12/31/2024.

Motion: Councilor Akervall moved to ratify the appointment of Sam Scull and Alicia Moulton to the Budget Committee for a term beginning 1/1/2022 to 12/31/2024. 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

Development Review Board Panel B - Reappointment

Reappointment of Nicole Hendrix to the Development Review Board Panel B for a term beginning 1/1/2022 to 12/31/2023.

Motion: Councilor Akervall moved to ratify the reappointment of Nicole Hendrix to the Development Review Board Panel B for a term beginning 1/1/2022 to 12/31/2023. 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

Development Review Board Panel B - Appointment

Appointment of John Andrews to the Development Review Board Panel B for a term beginning 1/1/2022 to 12/31/2023.

Motion: Councilor Akervall moved to ratify the appointment of John Andrews to the Development Review Board Panel B for a term beginning 1/1/2022 to 12/31/2023. Councilors Linville and 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

Kitakata Sister City Advisory Board - Reappointments

Reappointment of Aaron Reyna and Kevin Stewart to the Kitakata Sister City Advisory Board for a term beginning 1/1/2022 to 12/31/2024.

Motion: Councilor Akervall moved to ratify the reappointment of Aaron Reyna and Kevin Stewart to the Kitakata Sister City Advisory Board for a term beginning 1/1/2022 to 12/31/2024. Councilors West and 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

Kitakata Sister City Advisory Board - Appointment

Appointment of Samuel Scarpone to the Kitakata Sister City Advisory Board for a term beginning 1/1/2022 to 12/31/2024.

Motion: Councilor Akervall moved to ratify the appointment of Samuel Scarpone to the Kitakata Sister City Advisory Board for a term beginning 1/1/2022 to 12/31/2024. Councilors Linville and 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

Parks and Recreation Advisory Board - Appointment

Appointment of John (Steve) Werts to the Parks and Recreation Advisory Board for a term beginning 1/1/2022 to 12/31/2023.

Motion: Councilor Akervall moved to ratify the appointment of John (Steve) Werts to the Parks and Recreation Advisory Board for a term beginning 1/1/2022 to 12/31/2023. 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

Planning Commission - Reappointment

Reappointment of Ronald Heberlein to the Planning Commission for a term beginning 1/1/2022 to 12/31/2025.

Motion: Councilor Akervall Linville moved to ratify the reappointment of Ronald Heberlein to the Planning Commission for a term beginning 1/1/2022 to 12/31/2025. 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

Planning Commission – Appointment

Appointment of Andrew Karr to the Planning Commission for a term beginning 1/1/2022 to 12/31/2025.

Motion: Councilor Akervall moved to ratify the appointment of Andrew Karr to the Planning Commission for a term beginning 1/1/2022 to 12/31/2025. Councilors Lehan and 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

Development Review Board Panel A - Reappointment

Reappointment of Kathryn Neil to the Development Review Board Panel A for a term beginning 1/1/2022 to 12/31/2023.

Motion: Councilor Akervall moved to ratify the reappointment of Kathryn Neil to the Development Review Board Panel A for a term beginning 1/1/2022 to 12/31/2023. 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

6. Municipal Court Judge Employment Agreement

Keith Katko, Finance Director summarized the staff report.

Motion: Councilor West moved to approve the two-year contract extension for the Municipal Court Judge Employment Agreement from January 7, 2022 to January 7, 2024. Seconded by Councilor Linville.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

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

COMMUNICATIONS**7. Diversity, Equity and Inclusion (DEI) Committee Mission and Vision**

Zoe Mombert, Assistant to the City Manager along with Imran Haider, Diversity, Equity and Inclusion Chair provided the PowerPoint, which has been added to the record. During the presentation, Council heard the mission and vision statement crafted by the Diversity, Equity and Inclusion Committee. Furthermore, Council was informed about future work of the Diversity, Equity and Inclusion Committee.

Council comments followed the presentation.

8. Memorial Park Nature Play Update

Tommy Reeder, Parks Maintenance Specialist; Zack Morse, Parks Maintenance Specialist along with Dustin Schull, Parks Supervisor shared a brief presentation on the new 12,000-square-foot Nature Play Area at Memorial Park. Staff explained the project was designed and built in-house to provide meaningful interaction with nature. Furthermore, the Nature Play Area is intended to spark imaginative play among Wilsonville's youth.

Following the presentation Council appreciated staff for their work and creativity.

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.*

The following individuals spoke in support of Resolution No. 2941:

- Susan Schenk
- David Niklas
- Benjamin Mefford
- Christopher Shotola-Hardt
- Deborah York Zundel
- Steve Van Wechel supports the Arts, Culture, and Heritage Commission however, feels the format of the commission would stifle creativity.

COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS

9. Council President Akervall

Ms. Akervall reported she listened to the Washington County Coordinating Committee meeting. She plans to attend the January 2022 meeting as well.

She then wished everyone a lovely holiday with love ones.

Lastly, Councilor Akervall reminded the Library began handing out take and make kits last Saturday.

10. Councilor Lehan

Ms. Lehan attended the Nature Park Grand opening. She appreciated that nature playgrounds have made a comeback.

Councilor Lehan shared she attended the Willamette Falls and Landings Heritage Area meeting. She then recalled she had recently been appointed to the Willamette Falls Locks Authority and would attend the first meeting of the committee in January 2022.

In closing, Councilor Lehan wished all a merry Christmas, happy New Year and happy holiday season. Furthermore, she reminded all to be aware of the COVID-19 virus omicron variant.

11. Councilor West

Mr. West encouraged all citizens to complete the City's survey on emergency preparedness.

He concluded his remarks with wishing all good tidings, happiness, joy and a merry Christmas.

12. Councilor Linville

Forwarded greetings of the season to all and wished everyone a very restful holiday.

Councilor Linville then reported on the following past and upcoming meetings:

- Clackamas County Coordinating Committee (C4) Metro subcommittee on December 15, 2021.
 - Reminded there is work ahead to revise the regional transportation plan.
 - Transportation planning group brought an amendment to the regional transportation plan to include the project of tolling.
- Willamette Falls Locks Commission on January 19, 2022.
 - Congratulated Councilor Lehan on her appointment to the Willamette Falls Lock Authority.

The Mayors shared she along with other Mayor's in Clackamas County are being invited to sign a letter to the chair of the Joint Transportation Committee Commission expressing concerns about tolling. The Mayor noted once prepared she would circulate the letter with Councilors.

CONSENT AGENDA

Resolution No. 2937 was moved to New Business.

13. **Resolution No. 2940**

A Resolution And Order Amending Resolution No. 2915 To Further Extend The Local State Of Emergency And Emergency Measures, As Authorized By Resolution No. 2803.

14. **Resolution No. 2943**

A Resolution Of The City Of Wilsonville, Acting In Its Capacity As The Local Contract Review Board, Authorizing The City Manager To Execute A Contract With Invoice Cloud, Inc.

15. **Resolution No. 2945**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Professional Services Agreement With Murraysmith To Provide Phase 1 – Preliminary Engineering Consulting Services For The Charbonneau Lift Station Rehabilitation Project (Capital Improvement Project #2106).

16. Resolution No. 2946

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Goods And Services Contract With Peterson Power Systems, Inc. For Annual Generator Maintenance.

17. Minutes of the December 6, 2021 City Council Meeting.

The Assistant City Attorney read the titles of the Consent Agenda items into the record.

Motion: Councilor West 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

NEW BUSINESS**18. Resolution No. 2941**

A Resolution Of The City Of Wilsonville City Council Creating The Arts, Culture, And Heritage Commission.

The Assistant City Attorney read the title of Resolution No. 2941 into the record.

Mark Ottenad, Public/Government Affairs Director along with Consultant Bill Flood provided a summary of the staff report.

Motion: Councilor Linville moved to adopt Resolution No. 2941. Councilor Lehan seconded the motion.

Council discussion ensued.

Vote: Motion carried 5-0.

SUMMARY OF VOTES

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

19. Resolution No. 2937

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Contractors Contract With 2KG Contractors, Inc. To Construct The City Hall Renovation Project.

The Assistant City Attorney read the title of Resolution No. 2937 into the record.

The City Manager noted that Council had already received an extensive report on the resolution during Work Session. However, if needed the Public Works Operations Manager was available to answer any additional questions.

Motion: Councilor Akervall moved to adopt Resolution No. 2937. Councilor Lehan seconded the motion.

Council discussion ensued.

Vote: Motion carried 4-1.

SUMMARY OF VOTES

Mayor Fitzgerald	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	No
Councilor Linville	Yes

CONTINUING BUSINESS**20. Ordinance No. 853 - 2nd Reading**

An Ordinance Of The City Of Wilsonville Approving A Zone Map Amendment From The Residential Agricultural-Holding (RA-H) Zone (Renamed By Ordinance No. 851 To Future Development Agricultural-Holding (FDA-H) Effective November 18, 2021) To The Planned Development Residential-4 (PDR-4) Zone On Approximately 2.39 Acres Comprising Tax Lot 5500, Section 13AA, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon. Meridian United Church Of Christ, Applicant/Owner.

The Assistant City Attorney read the title of Ordinance No. 853 into the record on second reading.

The Mayor then read the second reading script into the record.

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.

Council President Akervall announced she would be abstaining from this vote because she was not present for the first reading.

Cindy Luxhoj, Associate Planner explained there had not been any public comment or questions since the first reading of Ordinance No. 853.

Motion: Councilor Linville moved to close the public hearing. Councilor Lehan seconded the motion.

The Mayor confirmed and the Assistant City Attorney agreed Council was now ready to vote on Ordinance No. 853.

Motion: Councilor West moved to adopt Ordinance No. 853 on second reading. Councilor Lehan seconded the motion.

Vote: Motion carried 4-0-1.

SUMMARY OF VOTES

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

The Mayor announced that those who desire to appeal this decision to the Oregon Land Use Board of Appeals (LUBA) must make applications stating the grounds of the appeal in the form and within the time prescribed by state law.

PUBLIC HEARING

21. **Resolution No. 2942**

A Resolution Authorizing A Supplemental Budget Adjustment For Fiscal Year 2021-22.

The Assistant City Attorney read the title of Resolution No. 2942 into the record.

Keith Katko, Finance Director presented the staff report.

Councilor West asked if the City Hall Renovation could be pulled from the Supplemental Budget Adjustment, as he was not voting for that item. However, he approved the other items included in the resolution.

Staff explained procedural they were unable at this time to remove the City Hall Renovation from the Supplemental Budget Adjustment.

Mr. Katko noted for the record that the resolution had a scrivener's error on the date of adoption. He corrected that the date of adoption was December 20, 2021.

Mayor Fitzgerald called to order the Wilsonville City Council public hearing on Resolution No. 2942 at 9:33 p.m. The Mayor read the public hearing script into the record.

The Mayor asked for public input. There was none. The Mayor closed the public hearing at 9:40 p.m.

Clarifying questions regarding procedure ensued.

Motion: Councilor Akervall moved to approve Resolution No. 2942 with the error corrected in the final line of the resolution to December 20, 2021. Councilor Linville seconded the motion.

Council comments ensued.

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

The City Manager wished Council a happy, safe holiday and New Year. He then thanked Council for the good work they do in the community.

LEGAL BUSINESS

The Assistant City Attorney echoed the comments of the City Manager.

ADJOURN

Mayor Fitzgerald adjourned the meeting at 9:44 p.m.


Respectfully submitted,

DocuSigned by:

 E781DE10276B498...

 Kimberly Veliz, City Recorder

ATTEST:

DocuSigned by:

 8A974AF3ADE042E...

 Julie Fitzgerald, Mayor



CITY COUNCIL MEETING STAFF REPORT

Meeting Date: January 20, 2022		Subject: Public Works Complex Resolution No. 2947 – Financing Plan Resolution No. 2948 – Debt Authorization Resolution No. 2949 – Inter-fund Loan	
		Staff Member: Keith Katko, Finance Director Delora Kerber, Public Works Director	
		Department: Finance and Public Works	
Action Required		Advisory Board/Commission Recommendation	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff recommends Council adopt Resolution Nos. 2947, 2948 and 2949.			
Recommended Language for Motion: Three separate motions: I move to approve Resolution No. 2947. I move to approve Resolution No. 2948 I move to approve Resolution No. 2949			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: Maintain High Quality Infrastructure	<input checked="" type="checkbox"/> Adopted Master Plan(s): 2015 City Facilities Master Plan	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Three Resolutions related to funding for construction of Public Works Complex (PW Complex).

- Resolution 2947 authorizes a financing plan for construction of the PW Complex.
- Resolution 2948 authorizes staff to proceed with an up to \$16,542,000 full faith and credit borrowing related to construction of PW Complex.
- Resolution 2949 authorizes staff to proceed with inter-fund loan from water operating fund to general fund.

EXECUTIVE SUMMARY:

The Public Works Department staff are considered first responders and provide essential and critical services to the community including the maintenance and operations the City's transportation system and Rights of Way (ROW), water system, wastewater system, stormwater system, and city owned facilities.

Construction of the Public Works Complex project will: address the current and future needs of the Public Works Department; improve efficiency through consolidation, organization, and layout; provide adequate shop space, office space, meeting rooms, breakrooms, locker and shower areas, vehicles, equipment and materials storage, disposal areas and parking; and incorporate sustainability and green energy technology.

The new facility will meet seismic design category IV ensuring operations during and immediate after a seismic event. The PW Complex would be an emergency coordination center in the event of a disaster as well as serve as a redundant support facility for other City needs in the event of subsequent events.

Resolution 2947 layouts the financing plan for the PW Complex with an estimated construction cost of \$22,550,000 allocated proportionately to general fund and operating funds for water, wastewater, stormwater and roads.

With a partial prepayment of \$4,000,000 of project debt from combined water and wastewater reserve funds and full prepayment of project debt of \$3,608,000 from the general fund the remaining project debt of \$16,542,000 to be borrowed from an external financing arrangement.

To minimize financial impact for on-going water, wastewater, and stormwater fund needs it is recommended to pursue a 15-year term private placement loan paid off in full, within 5 years upon receipt of the ground lease balloon payment (\$15,118,357) scheduled for receipt on July 7, 2026.

Resolution 2948 grants the Finance Director or the City Manager the ability to determine the loan's final principal amount, interest rate, payment dates and all other terms of financing, as well as negotiate the final terms of and execute and deliver the financing agreement, and select a commercial bank or another lender to provide the financing authorized by the resolution.

Financing flexibility will be sought to allow for prepayment, partial prepayment, or full pay off options without penalty. The City is consulting with PFM Financial Advisors to structure the most advantageous offering. Hawkins Delafield and Wood LLP is acting bond counsel. City Council will be notified as to lender, amount, and interest rates upon determination.

Resolution 2949 authorizes a four-year inter-fund loan of \$1,500,000 from the water operating fund to the general fund to cover a portion of the general fund full prepayment of \$3,608,000 project debt with the remaining \$2,108,000 of project debt being paid from reserve fund balance.

EXPECTED RESULTS:

Construction of the PW Complex will improve efficiency of operations, enhance security of City's assets and improve emergency preparedness.

Construction funds will become available for use in early March 2022.

TIMELINE:

Requests for Financing Proposals were distributed on October 29, 2021. The City anticipates the review and selection of proposal to occur by the end of January. The closing date and funding anticipated for March 1, 2022.

CURRENT YEAR BUDGET IMPACTS:

The recognition of debt proceeds and debt servicing requirements will not occur until FY 2022/23.

FINANCIAL REVIEW:

Reviewed by: KAK Date: 1/10/2022

LEGAL REVIEW:

Reviewed by: BAJ Date: 1/11/2022

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The financing will allow for the construction of a needed Public Works Complex that will provide more efficiency of operations by consolidating the various Public Works functions in one location.

ALTERNATIVES:

Not construct or delay construction for the Public Work Complex.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution 2947 – PW Complex Financing Plan
2. Resolution No. 2948 –Authorization
3. Resolution No. 2949 – Water Operating to General Fund Loan

RESOLUTION NO. 2947**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING A FINANCING PLAN FOR THE CONSTRUCTION OF THE PUBLIC WORKS COMPLEX.**

WHEREAS, the City has identified a need to build a complex to house the operations for the Public Works Department (PW Complex); and

WHEREAS, the Public Works Department staff are considered first responders and provide essential and critical services to the community; and

WHEREAS, the PW Complex will consolidate personnel, equipment and functions from various sites to one secured and seismically resilient location; and

WHEREAS, estimated construction cost for the PW Complex is \$22,550,000 dollars; and

WHEREAS, the Public Works Department provides support services for many City programs and the cost for the Public Works Complex is proportionally allocated to general fund (facilities) (16%) and operating funds for water (23%), wastewater (23%), stormwater (18%) and roads (20%); and

WHEREAS, a partial prepayment of \$4,000,000 dollars of the project debt will be funded equally from the water and wastewater reserve fund balance; and

WHEREAS, the full project debt for general fund of \$3,608,000 will be prepaid from the reserve fund balance of \$2,108,000 and from an inter-fund loan of \$1,500,000 from the water fund to the general fund; and

WHEREAS, the remaining \$16,442,000 of project debt will be borrowed from an external financing arrangement with debt service to be incurred by prorated manner amongst operating funds for water, wastewater, stormwater and roads funds; and

WHEREAS, on July 1, 2026 the City will receive a lump sum payoff of \$15,448,357 from the City Hillsboro and Tualatin Valley Water District for the ground lease associated with their raw water pipeline; and

WHEREAS, to minimize the financial impact for ongoing water, wastewater, stormwater funds needs as well as minimize affecting any related utility rate consideration, the external debt will be set at a term of 15 years with the anticipation the debt will be paid off in full within five years upon receipt of the ground lease lump sum payment; and

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

Section 1. To move forward with the construction of the PW Complex at a cost of \$22, 550,000 with expenses allocated between the City’s General Fund (Facilities) and Operating Funds for Roads, Water, Wastewater and Stormwater based on proportionate use.

Section 2. To finance the project through a combination of reserved fund balance contributions from General Fund (\$2,108,000), Water Operating Fund (\$2,000,000), and Wastewater Operating Fund (\$2,000,000), an internal \$1,500,000 loan from the Water Fund to the General Fund, and a \$16,442,000 external financing arrangement at a term of 15 years with the expectation and allowance the debt will be paid off in full in 5 years upon receipt of the ground lease balloon payment (\$15,448,357) scheduled for receipt on July 7, 2026.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 20th day of January 2022, and filed with the Wilsonville City Recorder this date.

DocuSigned by:
Julie Fitzgerald
8A974AF3ADE042E...
Julie Fitzgerald, Mayor

ATTEST:

DocuSigned by:
Kimberly Veliz
E781DE10276B498...

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

- Mayor Fitzgerald Yes
- Council President Akervall Yes
- Councilor Lehan Excused
- Councilor West No
- Councilor Linville Yes

RESOLUTION NO. 2948

A RESOLUTION OF THE CITY OF WILSONVILLE, OREGON AUTHORIZING A FULL FAITH AND CREDIT BORROWING RELATED TO PROVIDING A COMPLEX TO HOUSE OPERATIONS FOR THE PUBLIC WORKS DEPARTMENT.

WHEREAS, the City of Wilsonville, Oregon (the “City”) is authorized by Oregon Revised Statutes Section 271.390 to enter into agreements to finance or refinance real or personal property which the City Council (the “Council”) determines is needed so long as the estimated weighted average life of the financing agreement does not exceed the estimated dollar weighted average life of the property that is financed; and

WHEREAS, the City has identified a need to provide a complex to house operations for the Public Works Department (the “Project”); and

WHEREAS, the City Council hereby determines that the Project is needed, and that it is desirable to finance the Project pursuant to ORS 271.390; and

WHEREAS, the City intends to pay amounts due under financing agreements authorized by this resolution from water system revenues, wastewater system revenues, stormwater system revenues and revenues from the Road Fund (collectively, the “Revenues”), has projected that it will have enough Revenues to make the payments, and therefore the financing does not constitute voluntary floating indebtedness; and

WHEREAS, the City may make expenditures on the Project (the “Expenditures”) before the City borrows to finance the Project, and the rules of the United States Internal Revenue Service require the City to declare its official intent to reimburse itself for amounts that the City will spend before it borrows, in order for the City to reimburse itself for those Expenditures from the proceeds of a tax-exempt borrowing;

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

Section 1. Financing Agreement Authorized. The City Council hereby authorizes the City to obtain up to \$16,542,000 in principal amount of full faith and credit-backed financing for the Project pursuant to ORS 271.390, ORS 287A.315 and the other relevant provisions of ORS Chapter 287A.

Section 2. Delegation. The City Manager, the Finance Director, or the person designated by either of those individuals (each of whom is referred to herein as a “City Official”) is hereby authorized, on behalf of the City and without further action by the Council, to:

- (1) Negotiate, execute and deliver one or more financing agreements (the “Financing Agreements”) to accomplish the financing authorized in Section 1. Subject to the limitations of this Resolution, the Financing Agreements may be in such form and contain such terms as the City Official may approve.

- (2) Negotiate, execute and deliver one or more escrow agreements or similar documents (the “Escrow Agreements”) that provide for the issuance of one or more series of “full faith and credit obligations” (the “Obligations”) that represent ownership interests in the principal and interest payments due from the City under the Financing Agreements. Subject to the limitations of this Resolution, the Escrow Agreements and each series of Obligations may be in such form and contain such terms as the City Official may approve.
- (3) Deem final and authorize the distribution of a preliminary official statement for each series of Obligations, and authorize the preparation and distribution of a final official statement or other disclosure document for each series of Obligations.
- (4) Undertake to provide continuing disclosure for each series of Obligations in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission.
- (5) Apply for ratings for each series of Obligations, determine whether to purchase municipal bond insurance or obtain other forms of credit enhancements for each series of Obligations, enter into agreements with the providers of credit enhancement, and execute and deliver related documents.
- (6) Enter into covenants which the City Official determines are desirable to obtain more favorable terms for the Financing Agreements.
- (7) Engage the services of escrow agents, and any other professionals whose services are desirable for financings.
- (8) Determine the final principal amount, interest rates, payment terms, and all other terms of each Financing Agreement and each series of Obligations.
- (9) Solicit competitive bids for the purchase of each series of the Obligations and award their sale to the bidder offering the most favorable terms to the City, or select one or more underwriters to purchase the Obligations and negotiate the terms of the sale of those Obligations with those underwriters, or place any Financing Agreement directly with a commercial bank or other lender.
- (10) Issue any qualifying Financing Agreement as a “tax-exempt obligation” bearing interest that is excludable from gross income under the Internal Revenue Code of 1986, as amended, (the “Code”) and enter into covenants to maintain the excludability of interest on those Financing Agreements from gross income under the Code.
- (11) Designate any qualifying Financing Agreement as a “qualified tax-exempt obligation” pursuant to Section 265(b)(3) of the Code, if applicable.
- (12) Issue any qualifying Financing Agreement as a “taxable obligation” bearing interest that is includable in gross income under the Code.
- (13) Execute and deliver any other certificates or documents and take any other actions which the City Official determines are desirable to carry out this Resolution.

Section 3. Security. Pursuant to ORS 287A.315, the City is authorized to pledge its full faith and credit and taxing power within the limitations of Sections 11 and 11b of Article XI of the Oregon Constitution, and any and all of the City’s legally available funds, to pay the amounts due under the Financing Agreements. The City is not authorized to levy additional taxes to pay the amounts due under the Financing Agreements.

Section 4. Declaration of Intent to Reimburse. The City hereby declares its official intent pursuant to Section 1.150-2 of the Treasury Regulations to reimburse itself with the proceeds of each Financing Agreement for any Expenditures paid before such Financing Agreement is issued.

Section 5. Effective Date. This Resolution is effective immediately upon adoption by the City Council.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 20th day of January, 2022 and filed with Wilsonville City Recorder this same date.

Julie Fitzgerald, Mayor

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

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

RESOLUTION NO. 2948**A RESOLUTION OF THE CITY OF WILSONVILLE, OREGON AUTHORIZING A FULL FAITH AND CREDIT BORROWING RELATED TO PROVIDING A COMPLEX TO HOUSE OPERATIONS FOR THE PUBLIC WORKS DEPARTMENT.**

WHEREAS, the City of Wilsonville, Oregon (the “City”) is authorized by Oregon Revised Statutes Section 271.390 to enter into agreements to finance or refinance real or personal property which the City Council (the “Council”) determines is needed so long as the estimated weighted average life of the financing agreement does not exceed the estimated dollar weighted average life of the property that is financed; and

WHEREAS, the City has identified a need to provide a complex to house operations for the Public Works Department (the “Project”); and

WHEREAS, the City Council hereby determines that the Project is needed, and that it is desirable to finance the Project pursuant to ORS 271.390; and

WHEREAS, the City intends to pay amounts due under financing agreements authorized by this resolution from water system revenues, wastewater system revenues, stormwater system revenues and revenues from the Road Fund (collectively, the “Revenues”), has projected that it will have enough Revenues to make the payments, and therefore the financing does not constitute voluntary floating indebtedness; and

WHEREAS, the City may make expenditures on the Project (the “Expenditures”) before the City borrows to finance the Project, and the rules of the United States Internal Revenue Service require the City to declare its official intent to reimburse itself for amounts that the City will spend before it borrows, in order for the City to reimburse itself for those Expenditures from the proceeds of a tax-exempt borrowing;

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

Section 1. Financing Agreement Authorized. The City Council hereby authorizes the City to obtain up to \$16,542,000 in principal amount of full faith and credit-backed financing for the Project pursuant to ORS 271.390, ORS 287A.315 and the other relevant provisions of ORS Chapter 287A.

Section 2. Delegation. The City Manager, the Finance Director, or the person designated by either of those individuals (each of whom is referred to herein as a “City Official”) is hereby authorized, on behalf of the City and without further action by the Council, to:

- (1) Negotiate, execute and deliver one or more financing agreements (the “Financing Agreements”) to accomplish the financing authorized in Section 1. Subject to the limitations of this Resolution, the Financing Agreements may be in such form and contain such terms as the City Official may approve.

- (2) Negotiate, execute and deliver one or more escrow agreements or similar documents (the “Escrow Agreements”) that provide for the issuance of one or more series of “full faith and credit obligations” (the “Obligations”) that represent ownership interests in the principal and interest payments due from the City under the Financing Agreements. Subject to the limitations of this Resolution, the Escrow Agreements and each series of Obligations may be in such form and contain such terms as the City Official may approve.
- (3) Deem final and authorize the distribution of a preliminary official statement for each series of Obligations, and authorize the preparation and distribution of a final official statement or other disclosure document for each series of Obligations.
- (4) Undertake to provide continuing disclosure for each series of Obligations in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission.
- (5) Apply for ratings for each series of Obligations, determine whether to purchase municipal bond insurance or obtain other forms of credit enhancements for each series of Obligations, enter into agreements with the providers of credit enhancement, and execute and deliver related documents.
- (6) Enter into covenants which the City Official determines are desirable to obtain more favorable terms for the Financing Agreements.
- (7) Engage the services of escrow agents, and any other professionals whose services are desirable for financings.
- (8) Determine the final principal amount, interest rates, payment terms, and all other terms of each Financing Agreement and each series of Obligations.
- (9) Solicit competitive bids for the purchase of each series of the Obligations and award their sale to the bidder offering the most favorable terms to the City, or select one or more underwriters to purchase the Obligations and negotiate the terms of the sale of those Obligations with those underwriters, or place any Financing Agreement directly with a commercial bank or other lender.
- (10) Issue any qualifying Financing Agreement as a “tax-exempt obligation” bearing interest that is excludable from gross income under the Internal Revenue Code of 1986, as amended, (the “Code”) and enter into covenants to maintain the excludability of interest on those Financing Agreements from gross income under the Code.
- (11) Designate any qualifying Financing Agreement as a “qualified tax-exempt obligation” pursuant to Section 265(b)(3) of the Code, if applicable.
- (12) Issue any qualifying Financing Agreement as a “taxable obligation” bearing interest that is includable in gross income under the Code.
- (13) Execute and deliver any other certificates or documents and take any other actions which the City Official determines are desirable to carry out this Resolution.

Section 3. Security. Pursuant to ORS 287A.315, the City is authorized to pledge its full faith and credit and taxing power within the limitations of Sections 11 and 11b of Article XI of the Oregon Constitution, and any and all of the City’s legally available funds, to pay the amounts due under the Financing Agreements. The City is not authorized to levy additional taxes to pay the amounts due under the Financing Agreements.

Section 4. Declaration of Intent to Reimburse. The City hereby declares its official intent pursuant to Section 1.150-2 of the Treasury Regulations to reimburse itself with the proceeds of each Financing Agreement for any Expenditures paid before such Financing Agreement is issued.

Section 5. Effective Date. This Resolution is effective immediately upon adoption by the City Council.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 20th day of January, 2022 and filed with Wilsonville City Recorder this same date.

DocuSigned by:
Julie Fitzgerald
8A974AF3ADE042E...
Julie Fitzgerald, Mayor

ATTEST:

DocuSigned by:
Kimberly Veliz
E781DE10276B498...
Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald	Yes
Council President Akervall	Yes
Councilor Lehan	Excused
Councilor West	No
Councilor Linville	Yes

RESOLUTION NO. 2949**A RESOLUTION AUTHORIZING A FOUR-YEAR CAPITAL INTERFUND LOAN FROM THE WATER OPERATING FUND TO THE GENERAL FUND.**

WHEREAS, ORS 294.468 allow one fund to loan money to another fund over multiple years for capital purposes; and

WHEREAS, the City is constructing a \$22,550,000 PW Complex; and

WHEREAS, the General Fund Facilities Department is proportionately responsible for \$3,608,000 of the cost of construction based on a use study; and

WHEREAS, the General Fund will prepay its proportionate responsibility through \$2,108,000 in reserved fund balance and will need to borrow the \$1,500,000 difference; and

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

1. To loan a principal amount of \$1.5 million from the City's Water Operating Fund to the General Fund for the purpose of paying upfront for the General Fund's portion of the Public Works Complex
2. The term of the loan shall be for four years, commencing March 1, 2022; and carry a per annum interest rate of (0.55%). Payment shall be annual, each March 1, beginning 2023, through 2026 from the General Fund.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 20th day of January 2022, 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

RESOLUTION NO. 2949

A RESOLUTION AUTHORIZING A FOUR-YEAR CAPITAL INTERFUND LOAN FROM THE WATER OPERATING FUND TO THE GENERAL FUND.

WHEREAS, ORS 294.468 allow one fund to loan money to another fund over multiple years for capital purposes; and

WHEREAS, the City is constructing a \$22,550,000 PW Complex; and

WHEREAS, the General Fund Facilities Department is proportionately responsible for \$3,608,000 of the cost of construction based on a use study; and

WHEREAS, the General Fund will prepay its proportionate responsibility through \$2,108,000 in reserved fund balance and will need to borrow the \$1,500,000 difference; and

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

1. To loan a principal amount of \$1.5 million from the City’s Water Operating Fund to the General Fund for the purpose of paying upfront for the General Fund’s portion of the Public Works Complex
2. The term of the loan shall be for four years, commencing March 1, 2022; and carry a per annum interest rate of (0.55%). Payment shall be annual, each March 1, beginning 2023, through 2026 from the General Fund.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 20th day of January 2022, and filed with the Wilsonville City Recorder this date.

DocuSigned by:

 8A974AF3ADE042E...
 Julie Fitzgerald, Mayor

ATTEST:

DocuSigned by:
Kimberly Veliz
E781DE10276B498...

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald	Yes
Council President Akervall	Yes
Councilor Lehan	Excused
Councilor West	No
Councilor Linville	Yes

PARTICIPATION INSTRUCTIONS

Thank you for registering your subdivision on the national settlement website and for considering participating in the proposed Settlement Agreement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (collectively “Settling Distributors”). This virtual envelope contains a Participation Form for the settlement including a release of claims and a separate Signature Page for Oregon’s Proposed State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds. Both documents in this envelope must be executed, without alteration, and submitted in order for your subdivision to be considered “participating.”

The sign-on period for subdivisions ends on January 2, 2022. On or after that date, the states (in consultation with the subdivisions) and the Settling Distributors will determine whether the subdivision participation rate is sufficient for the settlement to move forward. If the deal moves forward, your release will become effective. If it does not, it will not.

As a reminder, if you have not already started your review of the settlement documentation, detailed information about the Settlements may be found at: <https://nationalopioidsettlement.com/>. This national settlement website also includes links to information about how the Settlements are being implemented in your state and how settlement funds will be allocated within your state, including information about, and links to, any applicable allocation agreement or legislation. This website will be supplemented as additional documents are created.

Settlement Participation Form

Governmental Entity: Wilsonville city	State: OR
Authorized Signatory: Jeanna Troha	
Address 1: 29799 SW Town Center Loop E	
Address 2:	
City, State, Zip: wilsonville	Oregon 97070
Phone: 503-570-1520	
Email: troha@ci.wilsonville.or.us	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Distributor Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.
7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.



8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including but not limited to all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.
11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.



I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

DocuSigned by:
Signature: Jeanna Troha
48D6AD667B954AA...
Name: Jeanna Troha
Title: Assistant City Manager
Date: 12/29/2021



**State of Oregon Subdivision Agreement
Regarding Distribution and Use of
Settlement Funds**

1. Introduction

Pursuant to the Distributor Settlement Agreement, dated as of July 21, 2021, and any revision thereto (the “Distributor Settlement Agreement”), and the Janssen Settlement, dated as of July 21, 2021, and any revision thereto (the “Janssen Settlement Agreement, and collectively with the Distributor Settlement Agreement, the “Distributor and Janssen Agreements”), including Sections V and Exhibits O to the Distributor and Janssen Agreements, this agreement (the “OR Allocation Agreement”) is entered into between the State of Oregon and the OR Participating Subdivisions (the State of Oregon and OR Participating Subdivisions each a “Party,” and, collectively, the “Parties”) and governs the allocation, distribution, and use of Settlement Fund payments made to Oregon pursuant to Sections IV and V of the Distributor Settlement Agreement and Sections V and VI of the Janssen Agreement. For the avoidance of doubt, this OR Allocation Agreement does not apply to payments made pursuant to Sections IX or X of the Distributor Settlement Agreement or Sections X or XI of the Janssen Agreement.

Pursuant to Exhibits O, Paragraphs 4, of the Distributor and Janssen Agreements, acceptance of this OR Allocation Agreement is a requirement to be an Initial Participating Subdivision.

2. Definitions

The following terms shall have the meaning set forth below when used in this OR Allocation Agreement. Additional terms defined within this OR Allocation Agreement shall have that meaning when used in this OR Allocation Agreement. In addition, terms used in this OR Allocation Agreement that are defined in the Distributor and Janssen Agreements will have that meaning unless otherwise defined in this OR Allocation Agreement.

- a) ***OR Participating Subdivision*** means (i) a governmental entity listed on Exhibit A to this OR Allocation Agreement that executes this OR Allocation Agreement and has taken all necessary steps under the Distributor and Janssen Agreements to be entitled to receive Settlement Funds, and (ii) any Additional Participant who becomes entitled to a share of the OR Subdivision Funds as described in Section 4(c)(ii) below.
- b) ***Opioid Defendant*** means any defendant (including but not limited to Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., Amerisource Bergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.
- c) ***State of Oregon or State*** has the same meaning as “Executive Department” as set forth in ORS 174.112, but does not include the Oregon State Treasurer or the Office of the Oregon State Treasurer. When used in any provision of this OR Allocation Agreement the term State of Oregon or State means, as the context requires, an agency, department, division, board, commission or other entity within the Executive Department that has the authority to undertake the obligations or receive the benefit of the particular provision.
- d) ***Oregon*** means the geographic territory of Oregon and the State and its local governments therein

- e) ***Approved Abatement Uses*** means the Opioid Remediation activities described in Exhibits E to the Distributor and Janssen Agreements.
- f) ***Litigating Local Governments*** means the Counties of Clackamas, Clatsop, Columbia, Coos, Curry, Jackson, Josephine, Lane, Multnomah, Washington, Yamhill, and the City of Portland.

3. General Terms

This OR Allocation Agreement is subject to the requirements of the Distributor and Janssen Agreements, as well as applicable law. If the terms of this OR Allocation Agreement conflict with the terms of the Distributor Settlement Agreement or the Janssen Settlement Agreement the terms of the Distributor Settlement Agreement and/or the Janssen Settlement Agreement will take precedence over the inconsistent provisions of this OR Allocation Agreement.

4. Allocation of Settlement Funds

- a) **Allocation Generally.** The total Settlement Fund payments made to Oregon pursuant to the Distributor and Janssen Agreements (collectively, the “Oregon Settlement Funds”) shall be combined pursuant to this OR Allocation Agreement, and 45% of the Oregon Settlement Funds shall be allocated to the State of Oregon (such funds, the “OR State Funds”) and 55% of the Oregon Settlement Funds shall be allocated to the OR Participating Subdivisions (such funds, the “OR Subdivision Funds”).

b) State of Oregon Allocation

- i. For purposes of this OR Allocation Agreement, “Enabling Legislation” means legislation passed by the Oregon Legislative Assembly and presented to the Oregon Governor for signature, that establishes the authority within the State of Oregon to accept, administer, and expend the OR State Funds, and addresses other matters related to this OR Allocation Agreement. It is the intent of the Parties that the Enabling Legislation will provide, without limitation, that:
 1. The OR State Funds will be deposited in a Prevention, Treatment and Recovery Fund (the “PTR Fund”), overseen by a board (the “PTR Board”), which shall be used by the State solely for future Approved Abatement Uses as follows:
 - (i) Administration of the PTR Fund and PTR Board;
 - (ii) Development of a unified and evidence-based state system for collecting, analyzing and publishing data about the availability and efficacy of substance use prevention, treatment and recovery services across the state; and
 - (iii) Funding statewide and regional Approved Abatement Uses.
 2. The PTR Board is constituted and authorized so that the State and OR Participating Subdivisions shall have equal representation and voting power on the PTR Board, whether directly or by designated representatives.
 3. Effects a release of potential claims against the Settling Distributors and Janssen by local governments or local service districts, as those terms are defined in ORS 174.116, and special government bodies, as defined in ORS 174.117, that have not released their claims through execution of a Subdivision Settlement Participation Form in substantially the form set forth in Exhibit K of the Distributor and Janssen Agreements.
- ii. The OR State Funds will be accepted, administered, and spent in accordance with the Enabling Legislation when it becomes law. The State of Oregon will draft and promote passage of the

Enabling Legislation. The OR Participating Subdivisions acknowledge the need for the Enabling Legislation and will support passage of the Enabling Legislation consistent with Section 4(b)(i)(1)-(2) of this OR Allocation Agreement and will not oppose with respect to any portion of the Enabling Legislation reflecting Section 4(b)(i)(3) of this OR Allocation Agreement. Until the Enabling Legislation becomes law, the OR State Funds shall be deposited in the Oregon Department of Justice's Client Trust Account and may be expended or distributed by the Oregon Department of Justice for Approved Abatement Uses.

c) OR Subdivision Allocation

- i. The Settlement Fund Administrator will be instructed to allocate the OR Subdivision Funds to OR Participating Subdivisions based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible to receive Settlement Funds, based on population or litigation status. The percentage for each OR Participating Subdivision is set forth in Exhibit A in the column entitled "Abatement Percentage" (the "Local Allocation"). For the avoidance of doubt, non-litigating Oregon towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of OR Subdivision Funds.
- ii. An OR Participating Subdivision will be allocated its Local Allocation share beginning on the date it becomes an OR Participating Subdivision but shall not be entitled to any Local Allocation share of Oregon Settlement Funds distributed by the Settlement Administrator before the date it becomes an OR Participating Subdivision.
- iii. The Local Allocation share for a city that is an OR Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is an OR Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for Approved Abatement Uses in that city but will become part of the county's share of the OR Subdivision Funds, which will be used in accordance with Section 4.c of this OR Allocation Agreement and reported on in accordance with Section 5 of this OR Allocation Agreement.
- iv. A city within a county that is an OR Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this OR Allocation Agreement, the City of Portland will be deemed to have elected direct payment if it becomes an OR Participating Subdivision.
- v. The State will receive the Local Allocation share of any payment of Oregon Settlement Funds distributed on a Payment Date that would otherwise be paid to a county or city is eligible to become an OR Participating Subdivision but that has not, as of that Payment Date, become an OR Participating Subdivision.
- vi. Funds received by an OR Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Distributor and Janssen Agreements and this OR Allocation Agreement shall be transferred to the fund to which OR State Funds are paid pursuant to Section 4(b)(ii). OR Participating Subdivisions have seven years from receipt of funds to expend or encumber OR Subdivision Funds designated to support capital outlay projects before they must be transferred to the State.
- vii. Except as set forth in Sections 4.d and 4.e, Settlement Funds received by an OR Participating Subdivision shall be used for Approved Abatement Uses.

- viii. For the avoidance of doubt, and subject to the requirements of the Distributor and Janssen Agreements and applicable law, an OR Participating Subdivision may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Approved Abatement Uses funded from the OR Participating Subdivision's Local Allocation. Further, provided that OR Subdivision Funds are used for Approved Abatement Uses, a county and any cities or towns within the county may agree to reallocate their respective Local Allocation shares of OR Subdivision Funds among themselves, provided that any direct distribution may only be to an OR Participating Subdivision and any OR Participating Subdivision must agree to its share being reallocated.
- ix. Each OR Participating Subdivision is responsible for obtaining necessary budget or expenditure authority under applicable law for its distribution or expenditures of OR Subdivision Funds in accordance with this OR Allocation Agreement.

d) Provision for State Back-Stop Agreement

- i. The OR Participating Subdivisions will establish an Oregon attorney fee back-stop fund (the "OR Back-Stop Fund"). The OR Back-Stop Fund will be funded by and deducted from OR Subdivision Funds prior to the distribution of any Local Allocation share to any OR Participating Subdivisions, shall be equal to no more than \$2,500,000, and may be used only to pay the contingency fees due to Contingency Fee Counsel of the Litigating Local Governments, subject to the limitations set forth in Section 4(d)(ii).
- ii. The parties will notify the Settlement Fund Administrator to withhold and pay the OR Back-Stop Fund from the OR Subdivision Funds according to the national fee fund payment schedule, and the Parties will otherwise cooperate to so instruct the Settlement Fund Administrator. In addition, the Parties will notify the Settlement Fund Administrator to distribute the amounts in the OR Back-Stop Fund to private counsel seeking contingency fees from a Litigating Local Government ("Contingency Fee Counsel") in accordance with this OR Allocation Agreement.
- iii. Contingency Fee Counsel must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Distributor and Janssen Agreements and only upon receiving the maximum amount of fees available under the Distributor and Janssen Agreements may a Contingency Fee Counsel seek payment of any fees from the OR Back-Stop Fund. In addition, under no circumstances shall the cumulative fees paid from the Attorney Fee Fund and the OR Back-Stop Fund exceed 12% of the Litigating Local Government's Local Allocation share of 50% of the Oregon Settlement Funds. For the avoidance of doubt, below is the formula to calculate the amount any particular Contingency Fee Counsel for a Litigating Local Government may be paid from the OR Back-Stop Fund:

$[[\text{OR SETTLEMENT FUNDS}] \times .5 \times [\text{DIRECT ALLOCATION PERCENTAGE OF CONTINGENCY FEE COUNSEL'S LITIGATING LOCAL GOVERNMENT}] \times .12] \text{ minus } [\text{AMOUNT OBTAINED BY COUNSEL FROM ATTORNEY FEE FUND FOR COUNSEL'S LITIGATING LOCAL GOVERNMENT}]$

- iv. A Contingency Fee Counsel may only receive fees paid from the OR Back-Stop Fund pursuant to a written Oregon Back Stop Agreement, substantially in the form of attached hereto as Exhibit B, between the Contingency Fee Counsel, the Litigating Local Government it represents, and the Oregon Department of Justice.
- v. For the avoidance of doubt, this OR Allocation Agreement does not require a Litigating Local Government to request or enter into an Oregon Back-Stop Agreement, and no Oregon Back-Stop Agreement shall impose any duty or obligation on the State of Oregon or any of its agencies or officers, including without limitation the Oregon Department of Justice or the Oregon Attorney

General.

e) Additional Costs

- i. Each OR Participating Subdivision may contribute up to 5% of its Local Allocation to pay opioid related expenditures such as unreimbursed administrative expenses, costs, professional fees and attorney fees of outside legal counsel and in-house legal counsel employed by the OR Participating Subdivision (collectively, “Additional Costs”). Each OR Participating Subdivision is responsible for determining the amount of its Local Allocation that it uses to pay Additional Costs (subject to the limit in the previous sentence and as set forth in Section 4(e)(ii) below), and which Additional Costs it chooses to pay.
- ii. The Additional Costs may only be used consistent with the Distributor and Janssen Agreements, and pursuant to the August 6, 2021, order by Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Distributor and Janssen Agreements and their counsel. In addition, to the extent the Additional Costs are used to pay the attorney’s fees of Contingency Fee Counsel, the cumulative amount of such fees paid to the Contingency Fee Counsel for a Litigating Local Government from the Attorney Fee Fund, the Cost Fund, the OR Back-Stop Fund, and as Additional Costs may not exceed 15% of the Litigating Local Government’s share of 50% of the Oregon Settlement Funds.
- iii. Each OR Participating Subdivision that pays Additional Costs shall report such payments as required by the Distributor and Janssen Agreements and this OR Allocation Agreement.
- iv. Neither the State of Oregon, including the Oregon Department of Justice, nor the Oregon Attorney General shall have any responsibility for any Additional Costs, and shall have no responsibility or authority to resolve any disputes among the OR Participating Subdivisions, Contingency Fee Counsel of the Litigating Local Government, or any other parties with respect to any claims for payment of Additional Costs.

5. State and Subdivision Reporting and Oversight

- a) Prior to September 1 of each year each OR Participating Subdivision receiving payment of OR Subdivision Funds under this OR Allocation Agreement shall deliver an annual report to the Oregon Department of Justice, to the attention of the Deputy Attorney General regarding how it expended OR Subdivision Funds during the prior fiscal year (July 1 – June 30). The Oregon Department of Justice may share those reports with the PTR Board (or its equivalent as established by the Enabling Legislation) and other State entities to ensure expenditures of OR Subdivision Funds were made and will be made in accordance with the Distributor and Janssen Agreements and this OR Allocation Agreement. Each report delivered under this Section 5(a) will also include a certification that all OR Subdivision Funds received by the OR Participating Subdivision during the prior fiscal year have been used in compliance with the Distributor and Janssen Agreement and this OR Allocation Agreement. Each annual report delivered pursuant to this Section 5.a shall include, for the fiscal year that is the subject of the report, (1) the amount of the OR Subdivision Funds received by the reporting OR Participating Subdivision, (2) the allocation of any amounts of OR Subdivision Funds awarded or expended by the OR Participating Subdivision (by journal entry or substantially equivalent report, provided such report shall include, at a minimum, the amount awarded or expended, payee (if applicable) and a description of the expenditure), and (3) the amounts actually disbursed under any award reported under item 2. OR Participating Subdivisions may, for their convenience, adapt existing forms or reports otherwise used by the OR Participating Subdivision to meet the foregoing requirements.

- b) If the State has a reasonable basis to suspect that an OR Participating Subdivision's use of OR Subdivision Funds is inconsistent with the Distributor and Janssen Agreements or this OR Allocation Agreement the State may request from the OR Participating Subdivision, and the OR Participating Subdivision will provide, existing data or information about the use of the OR Subdivision Funds received by that OR Participation Subdivision. All requests for information must be reasonable.
- c) If an OR Participating Subdivision has a reasonable basis to suspect that the States' use of OR State Funds is inconsistent with the Distributor and Janssen Agreements or this OR Allocation Agreement an OR Participating Subdivision may request from the State, and the State will provide, existing data or information about the use of the OR State Funds received by the State. All requests for information must be reasonable.
- d) The State will prepare an annual written report regarding the use of Oregon Settlement Funds until those funds are fully expended and for one year thereafter. These reports will be made publicly available by the State.
- e) The State, the PTR Board (or its equivalent as established by the Enabling Legislation) and all OR Participating Subdivisions receiving OR Subdivision Funds will track all deposits and expenditures in accordance with Oregon laws each party is subject to. Each OR Participating Subdivision is responsible solely for the OR Subdivision Funds it receives. A county is not responsible for oversight, reporting, or monitoring of OR Subdivision Funds received by a city within that county that receives direct payment of OR Subdivision Funds.
- f) In each year in which the State prepares an annual report the State will also host a public meeting to discuss the annual report.

6. Audits

- a) If the State or any OR Participating Subdivision has a reasonable basis to suspect that an OR Participating Subdivision's use of OR Subdivision Funds or the State's use of the OR State Funds is inconsistent with the Distributor Settlement Agreement, the Janssen Settlement Agreement, or this OR Allocation Agreement, such Party may request the Oregon Secretary of State conduct an audit pursuant to ORS Chapter 297, provided, however, if the Oregon Secretary of State declines to conduct such an audit, the Parties will select a third party auditor mutually agreed to by the Parties.
- b) No audit may be commenced under Section 6(a) related to a specific expenditure of funds more than five years after the date on which the OR Participating Subdivision's expenditure of the funds subject to the audit was last reported to the State in an annual report submitted pursuant to Section 5(a).
- c) Notwithstanding the foregoing, this OR Allocation Agreement does not limit the statutory or constitutional authority of the State of Oregon or a local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

7. Medicaid Clawback

The Parties understand that the United States may claim a portion of the OR Settlement Funds for Medicaid reimbursement pursuant to § 1903 (d)(3)(A) of the Social Security Act. The Parties agree that, to the extent a claim for Medicaid reimbursement is made, the Parties shall bear the liability for the reimbursement based upon the particular claims made by the United States pursuant to with § 1903 (d)(3)(A) of the Social Security Act. The Parties agree to meet, confer, and cooperate in good faith concerning the allocation of any such liability.

8. Applicability

This OR Allocation Agreement applies to all funds received by Oregon for the McKesson, Cardinal Health and AmerisourceBergen ("Distributors"), and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, "J&J") settlements. In addition, the allocation percentage contained herein (45% to the OR State Fund, 55% to OR Subdivision Fund), shall apply to future multistate opioid settlements with distributors, manufacturers, and pharmacies, subject to consideration of other terms of such settlements that impact allocation considerations. For the Purdue bankruptcy, the allocation of funds set forth in this Section 8, shall apply to Oregon's share of funds under the bankruptcy plan confirmed by Judge Drain on September 17, 2021 (the "Purdue Bankruptcy Plan"). However, any additional amounts paid under the Purdue bankruptcy resulting from Oregon and other states' appeal of the that plan's confirmation shall be paid directly to the State of Oregon, and any such additional amounts shall not be included in the calculation of the amount of the OR State Funds due to the State of Oregon under Section 4. The Parties acknowledge that in order to obtain settlement funds under the Purdue Bankruptcy Plan the Parties will need to file with the bankruptcy court that approved the Purdue Bankruptcy Plan a proposed allocation agreement that complies with the approved Purdue Bankruptcy Plan, and, to the extent permitted by the Purdue Bankruptcy Plan, the default allocation set forth in the proposed allocation agreement shall provide that 45% of the funds distributed to Oregon under the Purdue Bankruptcy Plan will be allocated to the State of Oregon, and 55% of the funds distributed to Oregon under the Purdue Bankruptcy Plan will be allocated to OR Participating Subdivisions. The Parties further agree that they will reasonably cooperate with one another to complete the timely filing of the allocation agreement within any deadlines established by the bankruptcy court. In addition, this OR Allocation Agreement, and allocation percentages set forth in this Section 8, shall not apply to any legal actions pursued by or settled by the State of Oregon as an individual state or any legal actions pursued by or settled by any OR Participating Subdivisions as individual cities or counties.

9. Releases

All Parties agree to release all claims as required to participate in the Distributor and Janssen Agreements as set forth in Exhibits K to the Distributor and Janssen Agreements and execution of such releases is a condition of receiving Oregon Settlement Funds under this OR Allocation Agreement.

10. Miscellaneous

- a) **Enforcement.** The State or any OR Participating Subdivision may bring a motion or action in any Oregon State court having competent jurisdiction to enforce the requirements of this OR Allocation Agreement. Before filing such a motion or action the Party intending to file the motion or action will meet and confer with the Party that is or will be the subject of the anticipated motion or action.
- b) **No Intended Third Parties.** Except as provided in the Distributor and Janssen Agreements, this OR Allocation Agreement is not enforceable by any party other than the State and the OR Participating Subdivisions. There are no intended third-party beneficiaries to this OR Allocation Agreement, and this OR Allocation Agreement does not confer any rights or remedies upon, and shall not be enforceable by, any person, legal entity, or public body that is not a Party to this OR Allocation Agreement.
- c) **Severability.** Except as provided in the OR Allocation Agreement, if any provision of this OR Allocation Agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this OR Allocation Agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this OR Allocation Agreement will be valid and enforceable to the fullest extent permitted by law. In the event any provision or part of this OR Allocation Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire OR Allocation Agreement, will be inoperative.

- d) **Additional Litigation.** Nothing in this OR Allocation Agreement alters or is intended to alter or change the right of the State of Oregon or any OR Participating Subdivision to pursue its own claims against any defendant, other than Janssen and the Settling Distributors, through separate opioid-related litigation.
- e) **Construction.** With regard to each and every term and condition of this OR Allocation Agreement, the Parties understand and agree that the same have or has been mutually negotiated, prepared and drafted. If at any time the Parties or any court, administrative hearings officer, mediator, arbitrator, or arbitration panel, are required to interpret or construe any such term or condition, no consideration shall be given to the issue of which Party actually prepared, drafted or requested any term or condition thereof.
- f) **Entire Agreement.** This OR Allocation Agreement contains the entire agreement between the Parties and supersedes and cancels all previous negotiations and agreements, if any.
- g) **Amendments.** Any and all amendments to this OR Allocation Agreement must be in writing and must be signed by all Parties.
- h) **Authority.** Each Party that enters into this OR Allocation Agreement represents that it has authority to enter into this OR Allocation Agreement and that all actions or authorizations by the Party's respective Commissions, Councils, Boards, or other governing bodies necessary to authorize the Party to enter into this OR Allocation Agreement have been completed or obtained.
- i) **Legal Advice.** Each Party to this OR Allocation Agreement acknowledges that it has been advised to seek legal counsel and has had the opportunity to have this OR Allocation Agreement reviewed by legal counsel.
- j) **Governing Law.** Except as provided in the Distributor and Janssen Agreements, this OR Allocation Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

Exhibit A**OR PARTICIPATING SUBDIVISIONS
AND LOCAL ALLOCATIONS**

Participating Subdivision	Percentages
Albany City	1.1574421234%
Ashland City	0.5725593238%
Astoria City	0.1859283065%
Baker County	0.4771636205%
Beaverton City	0.9709676029%
Bend City	0.9443519043%
Benton County	1.0219885306%
Canby City	0.1716812437%
Central Point City	0.1718730043%
Clackamas County	7.7713142577%
Clatsop County	1.1423692099%
Columbia County	1.0096699413%
Coos Bay City	0.2538945929%
Coos County	1.5633002470%
Cornelius City	0.0949750265%
Corvallis City	0.6633711425%
Cottage Grove City	0.0910229575%
Crook County	0.3513229911%
Curry County	0.7612961295%
Dallas City	0.1606964683%
Deschutes County	2.2569753600%
Douglas County	2.5689481047%
Eugene City	2.7611039932%
Forest Grove City	0.2522169415%
Gladstone City	0.1181360032%
Grants Pass City	0.8232581895%
Gresham City	0.9831942718%
Happy Valley City	0.0103506009%
Hermiston City	0.1316304314%
Hillsboro City	1.5083519364%
Hood River County	0.3553687498%
Independence City	0.0808970601%
Jackson County	4.0769510640%
Jefferson County	0.3674692915%
Josephine County	1.6536523798%

Exhibit A

Keizer City	0.1916558451%
Klamath County	1.2169628601%
Klamath Falls City	0.3209275214%
La Grande City	0.2715648669%
Lake Oswego City	0.6934160342%
Lane County	6.3326808234%
Lebanon City	0.3269345282%
Lincoln County	1.5190343268%
Linn County	1.8185376689%
Malheur County	0.5014027023%
Marion County	4.1636475308%
McMinnville City	0.4803592635%
Medford City	1.5540758598%
Milwaukie City	0.2113647118%
Monmouth City	0.0706960930%
Morrow County	0.1351544937%
Multnomah County	13.9643815662%
Newberg City	0.4093257361%
Newport City	0.1908392623%
Ontario City	0.1869780182%
Oregon City	0.2765040475%
Pendleton City	0.3521049458%
Polk County	0.7074299681%
Portland City	8.2736702858%
Prineville City	0.0924861843%
Redmond City	0.1550311086%
Roseburg City	0.6370799877%
Salem City	3.0438221421%
Sandy City	0.0775015682%
Sherwood City	0.1404204928%
Silverton City	0.0775630731%
Springfield City	1.1667234659%
St. Helens City	0.1964453077%
The Dalles City	0.1723418738%
Tigard City	0.5049875956%
Tillamook County	0.9001228870%
Troutdale City	0.0899929610%
Tualatin City	0.1551565618%
Umatilla County	0.9738633884%

Exhibit A

Union County	0.4153841374%
Wasco County	0.4116278731%
Washington County	7.2167622210%
West Linn City	0.1600504983%
Wilsonville City	0.1383351396%
Woodburn City	0.2069349266%
Yamhill County	1.4120246444%

EXHIBIT B**OREGON BACK-STOP AGREEMENT**

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Distributor and Janssen Agreements and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the Oregon Department of Justice, on behalf of the State of Oregon, are entering into this Oregon Back-Stop Agreement (Back-Stop Agreement). Terms used herein have the meaning set forth in the Distributor and Janssen Agreements or the OR Allocation Agreement, as applicable.

[SUBDIVISION] and [COUNSEL] intend this Back-Stop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibits R (Agreement on Attorneys' Fees, Expenses and Costs) of the Distributor and Janssen Agreements.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Funds and Cost Funds created under the Distributor and Janssen Agreements before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this Back-Stop Agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

[COUNSEL] certify that it is requesting [\$ _____] ("Requested Amount") from the OR Back-Stop Fund, which amount is to be paid in equal payments over the first seven Payment Dates set forth in the Distributor and Janssen Agreements. Counsel certify that the Requested Amount does not exceed an amount equal to:

[[OR SETTLEMENT FUNDS]*.5*[DIRECT ALLOCATION PERCENTAGE OF CONTINGENCY FEE COUNSEL'S LITIGATING LOCAL GOVERNMENT]*.12] minus [AMOUNT OBTAINED BY COUNSEL FROM ATTORNEY FEE FUND FOR COUNSEL'S LITIGATING LOCAL GOVERNMENT]

Notwithstanding the provisions of this Backstop Agreement, [SUBDIVISION] may pay to [COUNSEL] additional fees consistent with the provision of Section 4(e)(i) and (ii) of the OR Allocation Agreement.

The Oregon Department of Justice is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibits R of the Distributor and Janssen Agreements requires such agreements to be between "a Settling State" and private counsel for a Participating Subdivision. Neither the Oregon Department of Justice nor the State of Oregon have any obligations under this Back-Stop Agreement, and this Back-Stop Agreement does not require the payment of any funds of the State of Oregon, including OR State Funds (as defined in the OR Allocation Agreement) to [SUBDIVISION], [COUNSEL], or any other party.

[DATE] [SUBDIVISION SIGNATURE BLOCK]

[DATE] [COUNSEL SIGNATURE BLOCK]

[DATE] [OREGON DOJ SIGNATURE BLOCK]

The undersigned, Wilsonville city, OR, ACKNOWLEDGES acceptance of this Proposed Oregon State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Distributor Settlement is a requirement to be an Initial Participating Subdivision in the Distributor Settlement and ACCEPTS this Proposed Oregon State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Distributor Settlement.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature:

DocuSigned by:
Jeanna Troha
48D6AD867B954AA...

Name:

Jeanna Troha

Title:

Assistant City Manager

Date:

12/29/2021

PARTICIPATION INSTRUCTIONS

Thank you for registering your subdivision on the national settlement website and for considering participating in the proposed Settlement Agreement with Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively “Janssen”). This virtual envelope contains a Participation Form for the settlement including a release of claims and a separate Signature Page for Oregon’s Proposed State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds. Both documents in this envelope must be executed, without alteration, and submitted in order for your subdivision to be considered “participating.”

The sign-on period for subdivisions ends on January 2, 2022. On or after that date, the states (in consultation with the subdivisions) and Janssen will determine whether the subdivision participation rate is sufficient for the settlement to move forward. If the deal moves forward, your release will become effective. If it does not, it will not.

As a reminder, if you have not already started your review of the settlement documentation, detailed information about the Settlements may be found at: <https://nationalopioidsettlement.com/>. This national settlement website also includes links to information about how the Settlements are being implemented in your state and how settlement funds will be allocated within your state, including information about, and links to, any applicable allocation agreement or legislation. This website will be supplemented as additional documents are created.

Settlement Participation Form

Governmental Entity: Wilsonville city	State: OR
Authorized Signatory: Jeanna Troha	
Address 1: 29799 SW Town Center Loop E	
Address 2:	
City, State, Zip: wilsonville	Oregon 97070
Phone: 503-570-1520	
Email: troha@ci.wilsonville.or.us	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

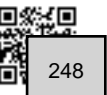
1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.



8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:
- General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.
- A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.
10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

DocuSigned by:
Signature: Jeanna Troha
48D6AD867B954AA...
Name: Jeanna Troha
Title: Assistant City Manager
Date: 12/29/2021



**State of Oregon Subdivision Agreement
Regarding Distribution and Use of
Settlement Funds**

1. Introduction

Pursuant to the Distributor Settlement Agreement, dated as of July 21, 2021, and any revision thereto (the “Distributor Settlement Agreement”), and the Janssen Settlement, dated as of July 21, 2021, and any revision thereto (the “Janssen Settlement Agreement, and collectively with the Distributor Settlement Agreement, the “Distributor and Janssen Agreements”), including Sections V and Exhibits O to the Distributor and Janssen Agreements, this agreement (the “OR Allocation Agreement”) is entered into between the State of Oregon and the OR Participating Subdivisions (the State of Oregon and OR Participating Subdivisions each a “Party,” and, collectively, the “Parties”) and governs the allocation, distribution, and use of Settlement Fund payments made to Oregon pursuant to Sections IV and V of the Distributor Settlement Agreement and Sections V and VI of the Janssen Agreement. For the avoidance of doubt, this OR Allocation Agreement does not apply to payments made pursuant to Sections IX or X of the Distributor Settlement Agreement or Sections X or XI of the Janssen Agreement.

Pursuant to Exhibits O, Paragraphs 4, of the Distributor and Janssen Agreements, acceptance of this OR Allocation Agreement is a requirement to be an Initial Participating Subdivision.

2. Definitions

The following terms shall have the meaning set forth below when used in this OR Allocation Agreement. Additional terms defined within this OR Allocation Agreement shall have that meaning when used in this OR Allocation Agreement. In addition, terms used in this OR Allocation Agreement that are defined in the Distributor and Janssen Agreements will have that meaning unless otherwise defined in this OR Allocation Agreement.

- a) ***OR Participating Subdivision*** means (i) a governmental entity listed on Exhibit A to this OR Allocation Agreement that executes this OR Allocation Agreement and has taken all necessary steps under the Distributor and Janssen Agreements to be entitled to receive Settlement Funds, and (ii) any Additional Participant who becomes entitled to a share of the OR Subdivision Funds as described in Section 4(c)(ii) below.
-
- b) ***Opioid Defendant*** means any defendant (including but not limited to Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., Amerisource Bergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.
- c) ***State of Oregon or State*** has the same meaning as “Executive Department” as set forth in ORS 174.112, but does not include the Oregon State Treasurer or the Office of the Oregon State Treasurer. When used in any provision of this OR Allocation Agreement the term State of Oregon or State means, as the context requires, an agency, department, division, board, commission or other entity within the Executive Department that has the authority to undertake the obligations or receive the benefit of the particular provision.
- d) ***Oregon*** means the geographic territory of Oregon and the State and its local governments therein

- e) **Approved Abatement Uses** means the Opioid Remediation activities described in Exhibits E to the Distributor and Janssen Agreements.
- f) **Litigating Local Governments** means the Counties of Clackamas, Clatsop, Columbia, Coos, Curry, Jackson, Josephine, Lane, Multnomah, Washington, Yamhill, and the City of Portland.

3. General Terms

This OR Allocation Agreement is subject to the requirements of the Distributor and Janssen Agreements, as well as applicable law. If the terms of this OR Allocation Agreement conflict with the terms of the Distributor Settlement Agreement or the Janssen Settlement Agreement the terms of the Distributor Settlement Agreement and/or the Janssen Settlement Agreement will take precedence over the inconsistent provisions of this OR Allocation Agreement.

4. Allocation of Settlement Funds

- a) **Allocation Generally.** The total Settlement Fund payments made to Oregon pursuant to the Distributor and Janssen Agreements (collectively, the “Oregon Settlement Funds”) shall be combined pursuant to this OR Allocation Agreement, and 45% of the Oregon Settlement Funds shall be allocated to the State of Oregon (such funds, the “OR State Funds”) and 55% of the Oregon Settlement Funds shall be allocated to the OR Participating Subdivisions (such funds, the “OR Subdivision Funds”).

b) State of Oregon Allocation

- i. For purposes of this OR Allocation Agreement, “Enabling Legislation” means legislation passed by the Oregon Legislative Assembly and presented to the Oregon Governor for signature, that establishes the authority within the State of Oregon to accept, administer, and expend the OR State Funds, and addresses other matters related to this OR Allocation Agreement. It is the intent of the Parties that the Enabling Legislation will provide, without limitation, that:
 1. The OR State Funds will be deposited in a Prevention, Treatment and Recovery Fund (the “PTR Fund”), overseen by a board (the “PTR Board”), which shall be used by the State solely for future Approved Abatement Uses as follows:
 - (i) Administration of the PTR Fund and PTR Board;
 - (ii) Development of a unified and evidence-based state system for collecting, analyzing and publishing data about the availability and efficacy of substance use prevention, treatment and recovery services across the state; and
 - (iii) Funding statewide and regional Approved Abatement Uses.
 2. The PTR Board is constituted and authorized so that the State and OR Participating Subdivisions shall have equal representation and voting power on the PTR Board, whether directly or by designated representatives.
 3. Effects a release of potential claims against the Settling Distributors and Janssen by local governments or local service districts, as those terms are defined in ORS 174.116, and special government bodies, as defined in ORS 174.117, that have not released their claims through execution of a Subdivision Settlement Participation Form in substantially the form set forth in Exhibit K of the Distributor and Janssen Agreements.
- ii. The OR State Funds will be accepted, administered, and spent in accordance with the Enabling Legislation when it becomes law. The State of Oregon will draft and promote passage of the

Enabling Legislation. The OR Participating Subdivisions acknowledge the need for the Enabling Legislation and will support passage of the Enabling Legislation consistent with Section 4(b)(i)(1)-(2) of this OR Allocation Agreement and will not oppose with respect to any portion of the Enabling Legislation reflecting Section 4(b)(i)(3) of this OR Allocation Agreement. Until the Enabling Legislation becomes law, the OR State Funds shall be deposited in the Oregon Department of Justice's Client Trust Account and may be expended or distributed by the Oregon Department of Justice for Approved Abatement Uses.

c) OR Subdivision Allocation

- i. The Settlement Fund Administrator will be instructed to allocate the OR Subdivision Funds to OR Participating Subdivisions based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible to receive Settlement Funds, based on population or litigation status. The percentage for each OR Participating Subdivision is set forth in Exhibit A in the column entitled "Abatement Percentage" (the "Local Allocation"). For the avoidance of doubt, non-litigating Oregon towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of OR Subdivision Funds.
- ii. An OR Participating Subdivision will be allocated its Local Allocation share beginning on the date it becomes an OR Participating Subdivision but shall not be entitled to any Local Allocation share of Oregon Settlement Funds distributed by the Settlement Administrator before the date it becomes an OR Participating Subdivision.
- iii. The Local Allocation share for a city that is an OR Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is an OR Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for Approved Abatement Uses in that city but will become part of the county's share of the OR Subdivision Funds, which will be used in accordance with Section 4.c of this OR Allocation Agreement and reported on in accordance with Section 5 of this OR Allocation Agreement.
- iv. A city within a county that is an OR Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this OR Allocation Agreement, the City of Portland will be deemed to have elected direct payment if it becomes an OR Participating Subdivision.
- v. The State will receive the Local Allocation share of any payment of Oregon Settlement Funds distributed on a Payment Date that would otherwise be paid to a county or city is eligible to become an OR Participating Subdivision but that has not, as of that Payment Date, become an OR Participating Subdivision.
- vi. Funds received by an OR Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Distributor and Janssen Agreements and this OR Allocation Agreement shall be transferred to the fund to which OR State Funds are paid pursuant to Section 4(b)(ii). OR Participating Subdivisions have seven years from receipt of funds to expend or encumber OR Subdivision Funds designated to support capital outlay projects before they must be transferred to the State.
- vii. Except as set forth in Sections 4.d and 4.e, Settlement Funds received by an OR Participating Subdivision shall be used for Approved Abatement Uses.

- viii. For the avoidance of doubt, and subject to the requirements of the Distributor and Janssen Agreements and applicable law, an OR Participating Subdivision may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Approved Abatement Uses funded from the OR Participating Subdivision's Local Allocation. Further, provided that OR Subdivision Funds are used for Approved Abatement Uses, a county and any cities or towns within the county may agree to reallocate their respective Local Allocation shares of OR Subdivision Funds among themselves, provided that any direct distribution may only be to an OR Participating Subdivision and any OR Participating Subdivision must agree to its share being reallocated.
- ix. Each OR Participating Subdivision is responsible for obtaining necessary budget or expenditure authority under applicable law for its distribution or expenditures of OR Subdivision Funds in accordance with this OR Allocation Agreement.

d) Provision for State Back-Stop Agreement

- i. The OR Participating Subdivisions will establish an Oregon attorney fee back-stop fund (the "OR Back-Stop Fund"). The OR Back-Stop Fund will be funded by and deducted from OR Subdivision Funds prior to the distribution of any Local Allocation share to any OR Participating Subdivisions, shall be equal to no more than \$2,500,000, and may be used only to pay the contingency fees due to Contingency Fee Counsel of the Litigating Local Governments, subject to the limitations set forth in Section 4(d)(ii).
- ii. The parties will notify the Settlement Fund Administrator to withhold and pay the OR Back-Stop Fund from the OR Subdivision Funds according to the national fee fund payment schedule, and the Parties will otherwise cooperate to so instruct the Settlement Fund Administrator. In addition, the Parties will notify the Settlement Fund Administrator to distribute the amounts in the OR Back-Stop Fund to private counsel seeking contingency fees from a Litigating Local Government ("Contingency Fee Counsel") in accordance with this OR Allocation Agreement.
- iii. Contingency Fee Counsel must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Distributor and Janssen Agreements and only upon receiving the maximum amount of fees available under the Distributor and Janssen Agreements may a Contingency Fee Counsel seek payment of any fees from the OR Back-Stop Fund. In addition, under no circumstances shall the cumulative fees paid from the Attorney Fee Fund and the OR Back-Stop Fund exceed 12% of the Litigating Local Government's Local Allocation share of 50% of the Oregon Settlement Funds. For the avoidance of doubt, below is the formula to calculate the amount any particular Contingency Fee Counsel for a Litigating Local Government may be paid from the OR Back-Stop Fund:

$[[\text{OR SETTLEMENT FUNDS}] \times .5 \times [\text{DIRECT ALLOCATION PERCENTAGE OF CONTINGENCY FEE COUNSEL'S LITIGATING LOCAL GOVERNMENT}] \times .12] \text{ minus } [\text{AMOUNT OBTAINED BY COUNSEL FROM ATTORNEY FEE FUND FOR COUNSEL'S LITIGATING LOCAL GOVERNMENT}]$

- iv. A Contingency Fee Counsel may only receive fees paid from the OR Back-Stop Fund pursuant to a written Oregon Back Stop Agreement, substantially in the form of attached hereto as Exhibit B, between the Contingency Fee Counsel, the Litigating Local Government it represents, and the Oregon Department of Justice.
- v. For the avoidance of doubt, this OR Allocation Agreement does not require a Litigating Local Government to request or enter into an Oregon Back-Stop Agreement, and no Oregon Back-Stop Agreement shall impose any duty or obligation on the State of Oregon or any of its agencies or officers, including without limitation the Oregon Department of Justice or the Oregon Attorney General.

General.

e) Additional Costs

- i. Each OR Participating Subdivision may contribute up to 5% of its Local Allocation to pay opioid related expenditures such as unreimbursed administrative expenses, costs, professional fees and attorney fees of outside legal counsel and in-house legal counsel employed by the OR Participating Subdivision (collectively, “Additional Costs”). Each OR Participating Subdivision is responsible for determining the amount of its Local Allocation that it uses to pay Additional Costs (subject to the limit in the previous sentence and as set forth in Section 4(e)(ii) below), and which Additional Costs it chooses to pay.
- ii. The Additional Costs may only be used consistent with the Distributor and Janssen Agreements, and pursuant to the August 6, 2021, order by Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Distributor and Janssen Agreements and their counsel. In addition, to the extent the Additional Costs are used to pay the attorney’s fees of Contingency Fee Counsel, the cumulative amount of such fees paid to the Contingency Fee Counsel for a Litigating Local Government from the Attorney Fee Fund, the Cost Fund, the OR Back-Stop Fund, and as Additional Costs may not exceed 15% of the Litigating Local Government’s share of 50% of the Oregon Settlement Funds.
- iii. Each OR Participating Subdivision that pays Additional Costs shall report such payments as required by the Distributor and Janssen Agreements and this OR Allocation Agreement.
- iv. Neither the State of Oregon, including the Oregon Department of Justice, nor the Oregon Attorney General shall have any responsibility for any Additional Costs, and shall have no responsibility or authority to resolve any disputes among the OR Participating Subdivisions, Contingency Fee Counsel of the Litigating Local Government, or any other parties with respect to any claims for payment of Additional Costs.

5. State and Subdivision Reporting and Oversight

- a) Prior to September 1 of each year each OR Participating Subdivision receiving payment of OR Subdivision Funds under this OR Allocation Agreement shall deliver an annual report to the Oregon Department of Justice, to the attention of the Deputy Attorney General regarding how it expended OR Subdivision Funds during the prior fiscal year (July 1 – June 30). The Oregon Department of Justice may share those reports with the PTR Board (or its equivalent as established by the Enabling Legislation) and other State entities to ensure expenditures of OR Subdivision Funds were made and will be made in accordance with the Distributor and Janssen Agreements and this OR Allocation Agreement. Each report delivered under this Section 5(a) will also include a certification that all OR Subdivision Funds received by the OR Participating Subdivision during the prior fiscal year have been used in compliance with the Distributor and Janssen Agreement and this OR Allocation Agreement. Each annual report delivered pursuant to this Section 5.a shall include, for the fiscal year that is the subject of the report, (1) the amount of the OR Subdivision Funds received by the reporting OR Participating Subdivision, (2) the allocation of any amounts of OR Subdivision Funds awarded or expended by the OR Participating Subdivision (by journal entry or substantially equivalent report, provided such report shall include, at a minimum, the amount awarded or expended, payee (if applicable) and a description of the expenditure), and (3) the amounts actually disbursed under any award reported under item 2. OR Participating Subdivisions may, for their convenience, adapt existing forms or reports otherwise used by the OR Participating Subdivision to meet the foregoing requirements.

- b) If the State has a reasonable basis to suspect that an OR Participating Subdivision's use of OR Subdivision Funds is inconsistent with the Distributor and Janssen Agreements or this OR Allocation Agreement the State may request from the OR Participating Subdivision, and the OR Participating Subdivision will provide, existing data or information about the use of the OR Subdivision Funds received by that OR Participation Subdivision. All requests for information must be reasonable.
- c) If an OR Participating Subdivision has a reasonable basis to suspect that the States' use of OR State Funds is inconsistent with the Distributor and Janssen Agreements or this OR Allocation Agreement an OR Participating Subdivision may request from the State, and the State will provide, existing data or information about the use of the OR State Funds received by the State. All requests for information must be reasonable.
- d) The State will prepare an annual written report regarding the use of Oregon Settlement Funds until those funds are fully expended and for one year thereafter. These reports will be made publicly available by the State.
- e) The State, the PTR Board (or its equivalent as established by the Enabling Legislation) and all OR Participating Subdivisions receiving OR Subdivision Funds will track all deposits and expenditures in accordance with Oregon laws each party is subject to. Each OR Participating Subdivision is responsible solely for the OR Subdivision Funds it receives. A county is not responsible for oversight, reporting, or monitoring of OR Subdivision Funds received by a city within that county that receives direct payment of OR Subdivision Funds.
- f) In each year in which the State prepares an annual report the State will also host a public meeting to discuss the annual report.

6. Audits

- a) If the State or any OR Participating Subdivision has a reasonable basis to suspect that an OR Participating Subdivision's use of OR Subdivision Funds or the State's use of the OR State Funds is inconsistent with the Distributor Settlement Agreement, the Janssen Settlement Agreement, or this OR Allocation Agreement, such Party may request the Oregon Secretary of State conduct an audit pursuant to ORS Chapter 297, provided, however, if the Oregon Secretary of State declines to conduct such an audit, the Parties will select a third party auditor mutually agreed to by the Parties.
- b) No audit may be commenced under Section 6(a) related to a specific expenditure of funds more than five years after the date on which the OR Participating Subdivision's expenditure of the funds subject to the audit was last reported to the State in an annual report submitted pursuant to Section 5(a).
- c) Notwithstanding the foregoing, this OR Allocation Agreement does not limit the statutory or constitutional authority of the State of Oregon or a local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

7. Medicaid Clawback

The Parties understand that the United States may claim a portion of the OR Settlement Funds for Medicaid reimbursement pursuant to § 1903 (d)(3)(A) of the Social Security Act. The Parties agree that, to the extent a claim for Medicaid reimbursement is made, the Parties shall bear the liability for the reimbursement based upon the particular claims made by the United States pursuant to with § 1903 (d)(3)(A) of the Social Security Act. The Parties agree to meet, confer, and cooperate in good faith concerning the allocation of any such liability.

8. Applicability

This OR Allocation Agreement applies to all funds received by Oregon for the McKesson, Cardinal Health and AmerisourceBergen ("Distributors"), and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, "J&J") settlements. In addition, the allocation percentage contained herein (45% to the OR State Fund, 55% to OR Subdivision Fund), shall apply to future multistate opioid settlements with distributors, manufacturers, and pharmacies, subject to consideration of other terms of such settlements that impact allocation considerations. For the Purdue bankruptcy, the allocation of funds set forth in this Section 8, shall apply to Oregon's share of funds under the bankruptcy plan confirmed by Judge Drain on September 17, 2021 (the "Purdue Bankruptcy Plan"). However, any additional amounts paid under the Purdue bankruptcy resulting from Oregon and other states' appeal of the that plan's confirmation shall be paid directly to the State of Oregon, and any such additional amounts shall not be included in the calculation of the amount of the OR State Funds due to the State of Oregon under Section 4. The Parties acknowledge that in order to obtain settlement funds under the Purdue Bankruptcy Plan the Parties will need to file with the bankruptcy court that approved the Purdue Bankruptcy Plan a proposed allocation agreement that complies with the approved Purdue Bankruptcy Plan, and, to the extent permitted by the Purdue Bankruptcy Plan, the default allocation set forth in the proposed allocation agreement shall provide that 45% of the funds distributed to Oregon under the Purdue Bankruptcy Plan will be allocated to the State of Oregon, and 55% of the funds distributed to Oregon under the Purdue Bankruptcy Plan will be allocated to OR Participating Subdivisions. The Parties further agree that they will reasonably cooperate with one another to complete the timely filing of the allocation agreement within any deadlines established by the bankruptcy court. In addition, this OR Allocation Agreement, and allocation percentages set forth in this Section 8, shall not apply to any legal actions pursued by or settled by the State of Oregon as an individual state or any legal actions pursued by or settled by any OR Participating Subdivisions as individual cities or counties.

9. Releases

All Parties agree to release all claims as required to participate in the Distributor and Janssen Agreements as set forth in Exhibits K to the Distributor and Janssen Agreements and execution of such releases is a condition of receiving Oregon Settlement Funds under this OR Allocation Agreement.

10. Miscellaneous

- a) **Enforcement.** The State or any OR Participating Subdivision may bring a motion or action in any Oregon State court having competent jurisdiction to enforce the requirements of this OR Allocation Agreement. Before filing such a motion or action the Party intending to file the motion or action will meet and confer with the Party that is or will be the subject of the anticipated motion or action.
- b) **No Intended Third Parties.** Except as provided in the Distributor and Janssen Agreements, this OR Allocation Agreement is not enforceable by any party other than the State and the OR Participating Subdivisions. There are no intended third-party beneficiaries to this OR Allocation Agreement, and this OR Allocation Agreement does not confer any rights or remedies upon, and shall not be enforceable by, any person, legal entity, or public body that is not a Party to this OR Allocation Agreement.
- c) **Severability.** Except as provided in the OR Allocation Agreement, if any provision of this OR Allocation Agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this OR Allocation Agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this OR Allocation Agreement will be valid and enforceable to the fullest extent permitted by law. In the event any provision or part of this OR Allocation Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire OR Allocation Agreement, will be inoperative.

- d) **Additional Litigation.** Nothing in this OR Allocation Agreement alters or is intended to alter or change the right of the State of Oregon or any OR Participating Subdivision to pursue its own claims against any defendant, other than Janssen and the Settling Distributors, through separate opioid-related litigation.
- e) **Construction.** With regard to each and every term and condition of this OR Allocation Agreement, the Parties understand and agree that the same have or has been mutually negotiated, prepared and drafted. If at any time the Parties or any court, administrative hearings officer, mediator, arbitrator, or arbitration panel, are required to interpret or construe any such term or condition, no consideration shall be given to the issue of which Party actually prepared, drafted or requested any term or condition thereof.
- f) **Entire Agreement.** This OR Allocation Agreement contains the entire agreement between the Parties and supersedes and cancels all previous negotiations and agreements, if any.
- g) **Amendments.** Any and all amendments to this OR Allocation Agreement must be in writing and must be signed by all Parties.
- h) **Authority.** Each Party that enters into this OR Allocation Agreement represents that it has authority to enter into this OR Allocation Agreement and that all actions or authorizations by the Party's respective Commissions, Councils, Boards, or other governing bodies necessary to authorize the Party to enter into this OR Allocation Agreement have been completed or obtained.
- i) **Legal Advice.** Each Party to this OR Allocation Agreement acknowledges that it has been advised to seek legal counsel and has had the opportunity to have this OR Allocation Agreement reviewed by legal counsel.
- j) **Governing Law.** Except as provided in the Distributor and Janssen Agreements, this OR Allocation Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

Exhibit A**OR PARTICIPATING SUBDIVISIONS
AND LOCAL ALLOCATIONS**

Participating Subdivision	Percentages
Albany City	1.1574421234%
Ashland City	0.5725593238%
Astoria City	0.1859283065%
Baker County	0.4771636205%
Beaverton City	0.9709676029%
Bend City	0.9443519043%
Benton County	1.0219885306%
Canby City	0.1716812437%
Central Point City	0.1718730043%
Clackamas County	7.7713142577%
Clatsop County	1.1423692099%
Columbia County	1.0096699413%
Coos Bay City	0.2538945929%
Coos County	1.5633002470%
Cornelius City	0.0949750265%
Corvallis City	0.6633711425%
Cottage Grove City	0.0910229575%
Crook County	0.3513229911%
Curry County	0.7612961295%
Dallas City	0.1606964683%
Deschutes County	2.2569753600%
Douglas County	2.5689481047%
Eugene City	2.7611039932%
Forest Grove City	0.2522169415%
Gladstone City	0.1181360032%
Grants Pass City	0.8232581895%
Gresham City	0.9831942718%
Happy Valley City	0.0103506009%
Hermiston City	0.1316304314%
Hillsboro City	1.5083519364%
Hood River County	0.3553687498%
Independence City	0.0808970601%
Jackson County	4.0769510640%
Jefferson County	0.3674692915%
Josephine County	1.6536523798%

Exhibit A

Keizer City	0.1916558451%
Klamath County	1.2169628601%
Klamath Falls City	0.3209275214%
La Grande City	0.2715648669%
Lake Oswego City	0.6934160342%
Lane County	6.3326808234%
Lebanon City	0.3269345282%
Lincoln County	1.5190343268%
Linn County	1.8185376689%
Malheur County	0.5014027023%
Marion County	4.1636475308%
McMinnville City	0.4803592635%
Medford City	1.5540758598%
Milwaukie City	0.2113647118%
Monmouth City	0.0706960930%
Morrow County	0.1351544937%
Multnomah County	13.9643815662%
Newberg City	0.4093257361%
Newport City	0.1908392623%
Ontario City	0.1869780182%
Oregon City	0.2765040475%
Pendleton City	0.3521049458%
Polk County	0.7074299681%
Portland City	8.2736702858%
Prineville City	0.0924861843%
Redmond City	0.1550311086%
Roseburg City	0.6370799877%
Salem City	3.0438221421%
Sandy City	0.0775015682%
Sherwood City	0.1404204928%
Silverton City	0.0775630731%
Springfield City	1.1667234659%
St. Helens City	0.1964453077%
The Dalles City	0.1723418738%
Tigard City	0.5049875956%
Tillamook County	0.9001228870%
Troutdale City	0.0899929610%
Tualatin City	0.1551565618%
Umatilla County	0.9738633884%

Exhibit A

Union County	0.4153841374%
Wasco County	0.4116278731%
Washington County	7.2167622210%
West Linn City	0.1600504983%
Wilsonville City	0.1383351396%
Woodburn City	0.2069349266%
Yamhill County	1.4120246444%

EXHIBIT B

OREGON BACK-STOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Distributor and Janssen Agreements and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the Oregon Department of Justice, on behalf of the State of Oregon, are entering into this Oregon Back-Stop Agreement (Back-Stop Agreement). Terms used herein have the meaning set forth in the Distributor and Janssen Agreements or the OR Allocation Agreement, as applicable.

[SUBDIVISION] and [COUNSEL] intend this Back-Stop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibits R (Agreement on Attorneys’ Fees, Expenses and Costs) of the Distributor and Janssen Agreements.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Funds and Cost Funds created under the Distributor and Janssen Agreements before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this Back-Stop Agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

[COUNSEL] certify that it is requesting [\$ _____] (“Requested Amount”) from the OR Back-Stop Fund, which amount is to be paid in equal payments over the first seven Payment Dates set forth in the Distributor and Janssen Agreements. Counsel certify that the Requested Amount does not exceed an amount equal to:

[[OR SETTLEMENT FUNDS]*.5*[DIRECT ALLOCATION PERCENTAGE OF CONTINGENCY FEE COUNSEL’S LITIGATING LOCAL GOVERNMENT]*.12] minus [AMOUNT OBTAINED BY COUNSEL FROM ATTORNEY FEE FUND FOR COUNSEL’S LITIGATING LOCAL GOVERNMENT]

Notwithstanding the provisions of this Backstop Agreement, [SUBDIVISION] may pay to [COUNSEL] additional fees consistent with the provision of Section 4(e)(i) and (ii) of the OR Allocation Agreement.

The Oregon Department of Justice is executing this agreement solely because the definition of “State Back-Stop Agreement” in Exhibits R of the Distributor and Janssen Agreements requires such agreements to be between “a Settling State” and private counsel for a Participating Subdivision. Neither the Oregon Department of Justice nor the State of Oregon have any obligations under this Back-Stop Agreement, and this Back-Stop Agreement does not require the payment of any funds of the State of Oregon, including OR State Funds (as defined in the OR Allocation Agreement) to [SUBDIVISION], [COUNSEL], or any other party.

[DATE] [SUBDIVISION SIGNATURE BLOCK]

[DATE] [COUNSEL SIGNATURE BLOCK]

[DATE] [OREGON DOJ SIGNATURE BLOCK]

The undersigned, Wilsonville city, OR, ACKNOWLEDGES acceptance of this Proposed Oregon State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds is a requirement to be an Initial Participating Subdivision in the Janssen Settlement and ACCEPTS this Proposed Oregon State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature:

DocuSigned by:
Jeanna Troha
48D6AD867B954AA...

Name:

Jeanna Troha

Title:

Assistant City Manager

Date:

12/29/2021

From The Director's Office

Greetings!

Each Christmas for the past 13 years, Community Development staff, led by Candi Garrett of our Engineering Division, has generously sponsored a family in need for the holiday season by providing an abundance of items including food, clothes, toys, and gift cards. The parents give Candi their list of holiday wishes and the team pulls together to fulfill their dreams for what is hopefully an amazing holiday celebration. This year's gifts included four bicycles, games, dolls, toys, a guitar, a skateboard, clothes and much more for the whole family, as well as a huge feast!

The Family Giving for 2021 will surely be one of the best ever for a new family to the Wilsonville community, with four children ages 4, 7, 10, and 12. Thankfully, staff was able to fulfill every item on their wish list. Candi and the team get together to wrap the gifts then make a special trip to deliver them, joined by Santa who is a frequent rider of SMART. This event is very special and fills our hearts with warmth and love.

I am proud to be associated with this tremendous effort, and want to personally thank Candi for her leadership and organization of this annual tradition. Giving to a family that is a little less fortunate than many of us is truly a rewarding experience that fulfills us in such a positive way. We all feel lucky to be in a position to be able to help others. I only wish I could be there to see the joy and smiles on all of the children's faces!

I hope your holiday was great!

Respectfully submitted,

Chris Neamtzu, AICP
Community Development Director

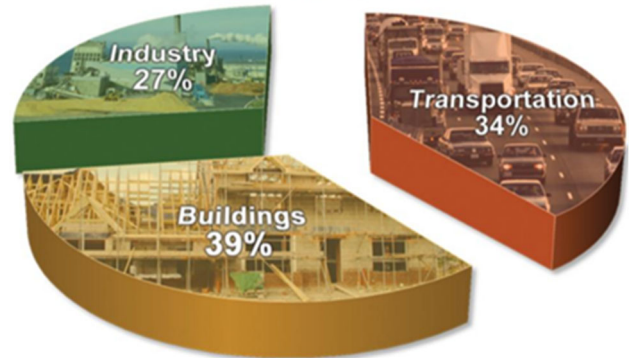


Building Division

Whatcha Lookin' At – Got Stale Air?

As highlighted in the last several articles, the State Building Codes Division adopted new more stringent energy code standards effective October 1, 2021. The built environment accounts for approximately 39% of the nation's energy consumption, according to the US Department of Energy. In order to reduce the energy consumption in new construction, the Governor signed an Executive Order (EO 17-20) which mandates that new residential construction achieve a "zero energy ready" status by October 1, 2023. A zero energy ready home is a high performance home which is so energy efficient that a renewable energy system (like solar) can offset all or most of its annual energy consumption. To achieve this status the state energy codes have been changing in dramatic ways, one of which is a new requirement for homes to be equipped with a Heat Recovery Ventilator (HRV) or Energy Recovery Ventilator (ERV).

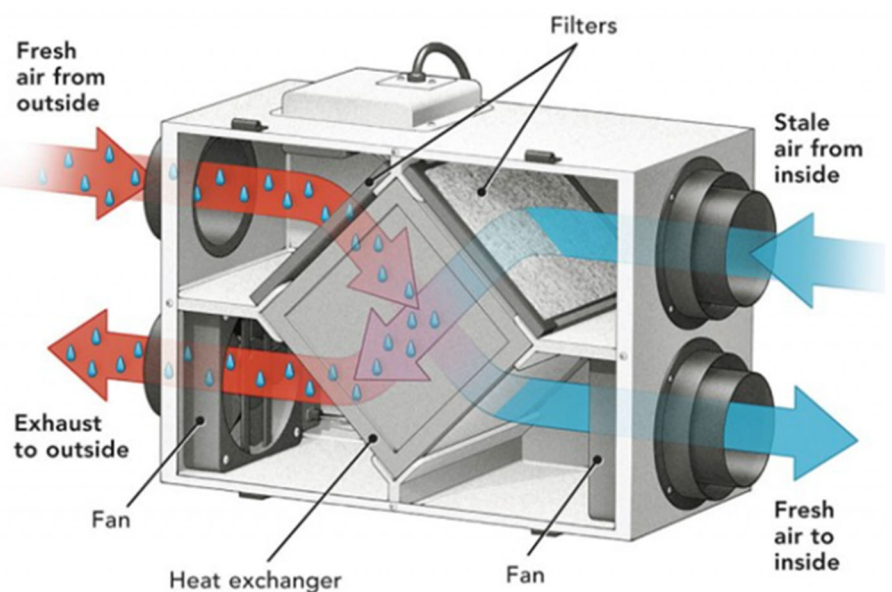
U.S. Energy Use



In residential construction this equipment is new. It is also expensive, adding roughly \$1,400 to the cost of a new home - just for the equipment. Add in the cost of labor for installation, and it quickly becomes a significant expense. The concept of a ERV is simple. Buildings have become so tight that fresh air is no longer getting inside a building through traditional methods of infiltration. Air infiltration occurs naturally in older buildings through pressure differences between the inside and outside of a home and leakage around doors, windows, ducts and other penetrations in the building envelope. This does not happen in today's modern airtight new homes. Most people don't enjoy breathing stale contaminated or recycled air, and it can be

pretty unhealthy. To avoid this, ERVs bring in air from the outdoors and exchange it with air from indoors. As this exchange of air occurs there is also an exchange of heat so the energy spent heating a home does not get lost by exhausting it to the outside.

For example, in winter, cool fresh air from outside comes into an ERV. As the cool air moves through the ERV it passes by the warm stale air from inside as the stale air is being exhausted to the outside. As the ERV moves both air sources, they pass each other within the ERV and exchange heat. Sort of like giving each other a high-five or passing a baton in a relay race. The adjacent graphic illustrates how fresh air comes into the building and stale air goes out. In winter this unit keeps the heat on the inside and cold on the outside while providing fresh air in our extremely airtight buildings. In the summer when it is hot outside, the unit does the same in reverse - keeps the hot air outside and cool air inside while supplying fresh air for occupants to enjoy. And that's what we are looking at.



Engineering Division, Capital Projects

95th Avenue Storm Pipe Repairs (7062)

This project replaces collapsed and crushed portions of existing storm pipeline on 95th Avenue. The goal of this project is to replace these sections of pipes prior to work being performed by Willamette Water Supply Program for the construction of PLM_1.3 which is scheduled for the middle of 2022. Bidding and construction of this project is currently scheduled for spring 2022.

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. Due to contractor delay issues, construction is being postponed to early spring 2022 when weather is better suited for sanitary sewer bypass pumping and permanent asphalt repair work.

Crosswalk Enhancement Assessment (4717)

This project originally consisted of the study of nine existing or proposed crosswalk locations throughout the City and will recommend new safety measures or enhancements for each crossing. In the beginning of September, nine additional crossing locations within the Charbonneau District were added to the contract. Because of these added crossing locations, Kittelson & Associates will be performing assessment activities through the end of January 2022.

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 2020 and was completed in December 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 began in June and will be completed in January 2022.

Priority 1B Water Distribution Improvements (1148)

This project constructs water distribution piping improvements to correct fire flow deficiencies identified in the Water Distribution System Master Plan. Fiscal year 2021-2022 improvements include 8-inch pipeline upgrades on Jackson Way and Evergreen Avenue and an 8-inch loop connection north of Seely Avenue. August and September work consisted of professional surveyors collecting required topographic and underground utility data needed for design. Design work will occur internally within the Engineering Division over the winter time with bidding and construction happening in late spring 2022.

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. Finishing touches are underway. The contractor is working on a punch list and expecting to be done with this phase by February 2022.

Rivergreen And Corral Creek Lift Stations (2105)

This project involves upgrading the Rivergreen and Corral Creek wastewater lift stations. The design contract was awarded to Murraysmith in October 2020. Design was completed in December 2021, with construction anticipated for completion in 2022.

Engineering Division, Capital Projects (continued)

Street Maintenance Project 2021 (4014/4118/4725)

This annual street maintenance program includes the resurfacing or reconstruction of streets, placement of slurry seal on local roadways, and replacement of curb ramps that do not currently meet federal standards. Construction is substantially completed on the 2021 street maintenance work with punch list items being finalized by the prime contractor through the end of January 2022.



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 Construction Manager/ General Contractor (CMGC) alternative contracting method was approved by City Council in March 2020. An engineering contract was awarded to Stantec in July 2020. The CMGC contract was awarded to Kiewit in August 2021. City Council approved an early work package for ozone generator replacement in October 2021. Final design will be completed in coordination with the CMGC by January 2022, followed by construction through 2022-2023.

WWTP Master Plan (2104)

This project will evaluate capacity of Waste Water 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

Canyon Creek South Phase 3

This is a five lot subdivision on Canyon Creek Road South. The project is currently under review.

Charbonneau Activity Center

Construction continues on the building. Stormwater facilities are waiting for soil and plants. The contractor is continuing work on the interior and exterior of the building.

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, 2021.

Costco ADA Improvements

Project will include erosion control inspections.

Frog Pond Ridge

This is a 69-lot subdivision north of Frog Pond Meadows. The contractor has installed majority of utilities in Phase 1.

Magnolia 6-Plex

A small development in Old Town that will require sanitary, storm, and water facilities. The developer has poured foundations and is working on site.

Northstar Contractor Establishment—Clay Street

This project is located in Washington County and onsite improvements are subject to the Washington County permit process. The street improvements are under the City of Wilsonville permit. The contractor is working on final items before a final walk-through for punch list 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 contractor was able to pave the southeast portion of the parking lot during a recent break in wet weather.

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, 2021.

Villebois Clermont

Grading and demolition have begun for Clermont, a 87-lot subdivision in Villebois. A large portion of utilities have been installed and tested.

Wilsonville High School Auditorium

The school district will be adding a new water line, sanitary force main, and storm facilities, along with the new auditorium.

Wood Middle School

Additions to Wood Middle School will require a new stormwater facility. Building modifications are nearing completion; the stormwater facility has not been started yet.



Magnolia 6-Plex

Engineering Division, Natural Resources

Boones Ferry Primary Stormwater Project

After a lengthy delay due to COVID 19, the Boones Ferry Primary Stormwater project has been restarted. In partnership with West Linn—Wilsonville School District, City staff worked with fifth grade students at Boones Ferry Primary School to create a new landscaping plan for an existing stormwater facility. The landscape plan emphasizes the use of native, low-maintenance plants, which provide a benefit to wildlife. Boones Ferry Primary students learned about stormwater management through their involvement in designing and interpreting the enhanced stormwater facility.

On December 4, 2019 a design charrette was held at the school. The charrette involved over 100 fifth grade students. They broke out into groups and spent time reviewing plant species and then developing a landscape plan. Each student group presented their design at the end of the charrette. The project’s landscape design firm developed a final plan based on the students’ input.

Future activities include a planting event in April 2022 with the students, who are now 7th graders at Wood Middle School, and a dedication ceremony at the end of the school year.



This landscape area contains a bioswale. It may be difficult to see the ground through the plants, but the bioswale has a bowl shape that allows it to capture and treat runoff from the surrounding sidewalks and building roofs. Bioswales improve water quality by filtering sediment and pollutants from stormwater runoff.

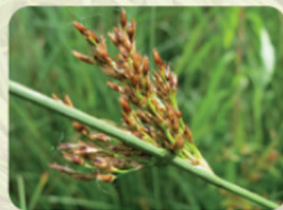
Nature Helps Clean Dirty Water

Stormwater running off roofs and pavement may contain pollutants, such as oil and grease, chemicals, and particles from roofing materials. The bioswale treats and absorbs pollutants before conveying runoff downstream to wetlands and waterways.

In 2019 – 2020, fifth grade students participated in a project to improve the bioswale in the courtyard. The students met with professionals in the field of environmental science to create a new landscape design and develop multi-media information about the project. To prepare the bioswale, existing trees and shrubs were removed to make way for plants more suitable for stormwater treatment.



Images left to right: Seth Jacobs / Boones Ferry Primary School, Slough Sedge (Carex obtuspa) and Common Rush (Juncus effusus) at the bioswale, Photo by: Kristin Brown, Oregon State University



Plants like Common Rush (*Juncus effusus*) and Slough Sedge (*Carex obtuspa*) are particularly useful. These dense, grass-like plants thrive in wet soils and can withstand seasonal flooding. They slow down and filter the flow of the stormwater coming into the bioswale.



Stormwater is the water coming off the roof and sidewalks when it rains. The water drains into the bioswale and slows down. As it slows down, it drops the sediment and pollutants it carries and becomes cleaner. The plant roots and soil continue to filter the water and absorb pollutants as it sinks into the ground.



In addition to choosing plants that help slow the stormwater and filter out sediment and pollutants, bioswales also feature native plants that benefit wildlife. The dwarf Oregon-grape (*Mahonia nervosa*) and Snowberry (*Symphoricarpos albus*) provide food for wildlife and pollinators.

Planning Division, Current

Administrative Land Use Decisions Issued

- Final partition plat for 9600 SW Boeckman Road to create a separate buildable industrial property at the southeast corner of Kinsman Road and Boeckman Road
- Minor parking and site design changes at 7929 SW Burns Way to allow for installation of a new industrial chiller equipment
- 2 Type A Tree Permits
- 1 Type B Tree Permit
- 1 Type C Tree Permit
- 4 Class I administrative reviews
- 1 Zoning verification letter
- 4 Class I sign permits
- 8 Residential building permit land use review
- Other building permits

Construction Permit Review, Development Inspections, and Project Management

In December, 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)
- Magnolia 6-Plex in Old Town
- Memorial Park Pump Station
- Panattoni Development Company warehouse on Clutter Road
- Residential subdivisions in Frog Pond West
- Wilsonville High School Performing Arts Center

Development Review Board (DRB)

Neither Development Review Board panel met in December.

DRB Projects Under Review

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

- Four subdivisions in Frog Pond West, including Frog Pond Crossing
- Land division and zone change for Frog Pond Church
- Gas Station and Convenience Store on Boones Ferry Road north of Wilsonville Road
- Industrial building between Garden Acres Road and Grahams Ferry Road (pictured)



Perspective of Proposed Industrial Building between Garden Acres Road and Grahams Ferry Road

Planning Division, Current

Trees

During December, the Planning team continued work related to 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 retroactive tree removal permits. The Planning team also supported a Tree Planting event on December 4.

During December Associate Planner Cindy Luxhoj also spearheaded the application for the annual Tree City USA recognition. In addition, an application was prepared for a Tree City USA Growth Award to acknowledge the extensive tree work done by the City during 2021.



Planning Division, Long Range

Aurora Airport

Comprehensive Plan Update related to Aurora Airport

As an affected jurisdiction, it is important to articulate the relevant land use issues in local adopted policy for purposes of intergovernmental coordination and standing in state law. The applicable document in the City of Wilsonville is the Comprehensive Plan. This Comprehensive Plan update project aims to identify the potential positive and negative impacts of the Airport's current operations and planned future growth for Wilsonville residents and businesses, and to adopt Comprehensive Plan policies to memorialize and address the highest priority issues pertaining to the interrelationships between the Aurora Airport and City of Wilsonville. In December, the project team held a work session with City Council following a Planning Commission work session in November. The focus of the work sessions were to provide a project summary and proposed schedule and seek input. Specific discussion items with the Council included stakeholders to engage in the project, and the impacts of the Aurora Airport to the Wilsonville community, both positive and negative, that the City should address through new policy objectives in the Comprehensive Plan.

Frog Pond East and South Master Plan

During December the Planning Commission held a work session focused on the affordable housing portion of the project. The project team also continued their work on an affordable housing needs analysis, outreach planning and coordination, and prepared for the upcoming land use planning work.



**FROG POND
EAST & SOUTH
MASTER PLAN**

Inclusive Outreach Framework Refinement

Building upon outreach efforts during the Town Center and Middle Housing projects the City is reviewing and refining an outreach framework that will be the basis of ongoing outreach efforts led by the Planning Division. The City team is calling the framework "Stories to Policies." The basic notion is taking stories reflecting lived experiences taken from diverse community members, particularly those historically marginalized, and translating them into specific policies. During December the City team further discussed the framework with the Diversity, Equity, Inclusion Committee at their December 14 meeting. The City team also worked on refining the scope of work for a consultant to help further refine and solidify the framework.

Planning Division, Long Range

Planning Commission

At their regularly scheduled meeting on December 8, the Planning Commission held a work session regarding the Frog Pond East and South Master Plan. The discussion focused on the housing affordability efforts and the types of housing to consider including to help meeting housing affordability needs. The Commission also heard an update on the upcoming outreach schedule. At the end of the meeting, City Staff and Commissioners honored Commissioner Jerry Greenfield as his time on Planning Commission ends after eight years of service.

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 December, the project team refined the preferred site design alternatives based on City Council feedback and began development of a Request for Qualifications (RFQ) as the first step in developer solicitation process. The RFQ will generate Statements of Qualifications from interested project developers. The project team expects to release the RFQ in early 2022, with a Request for Proposal (RFP) to follow.

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 December, the project team began development of local criteria related to the definition and design of eligible non-residential spaces based on the input received from City Council. The project team will establish a VHDZ program in early 2022.

Wilsonville Town Center Plan

Infrastructure Funding Plan and Urban Renewal Analysis

The Town Center Plan identifies an Infrastructure Funding Plan and Urban Renewal Analysis as two important economic development strategies to support Plan implementation. This work will guide the City in determining how infrastructure investments in Town Center will be funded and will assess if Urban Renewal is a desirable tool to use. During December, the City finalized the scope of work with the selected project consultant, FCS Group, to assist staff in developing this plan and conducting this analysis.



WILSONVILLE TOWN CENTER PLAN

I-5 Pedestrian Bridge

The Town Center project team neared completion 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 December, the project team worked to integrate feedback on refined retaining wall options from the Planning Commission and City Council into the 90% Design package, which was submitted to the City for review and comment. Once complete, the project team will share the final 90% Design package with the Planning Commission and City Council in early 2022.

General project information is available on the project website: <https://www.ci.wilsonville.or.us/engineering/page/i-5-bikeped-bridge-project>.



DECEMBER MONTHLY REPORT

FINANCE—The department where everyone counts

- **Welcome 2022 the Year of the Tiger.** The department is working on end of calendar year tax responsibilities including Form W-2 (Payroll) and Form 1099 (Accounts Payable) issuance. Due dates for both are January 31, 2022. This year the process is a little more extensive as we overcome the learning curve of how to accomplish this out of our new Munis Enterprise Resource Planning (ERP) software.
- **Senior Accountant:** A big thank you to the City's Senior Accountant Dillon Jenkins who shepherded us through the completion of another Annual Comprehensive Financial Report (ACFR); including the subsequent audit process. While the effort is definitely a departmental collaborative affair, Dillon's efforts significantly help deliver this project year after year. The ACFR was filed with the Oregon Secretary of State on 12/30/21 and submitted to the Government Finance Officers Association for consideration of another certificate of achievement for excellence in Financial Reporting. Copies of the ACFR were emailed to Council the first week of January. Dillon has experience as an auditor, a certified public accountant, as well as has earned designation as a certified fraud examiner. He has been with the City 3+ years and is also an accomplished photographer whose photo graces the FY 2021 City financial report covers.
- **New Auditor RFP:** Request For Proposals (RFP) will out on January 7 with proposals due back in early February. The auditor will be responsible for performing auditing services for the City and the Wilsonville Urban Renewal Agency for each of fiscal years 2022, 2023, and 2024 pursuant to Generally Accepted Accounting Principles (GAAP), Generally Accepted Auditing Standards (GAAS), and Governmental Auditing Standards (GAS), and in compliance with federal, state, and local laws and regulations.
- **BUDGET 2022-23 Update:** The department reached out to the two newly-appointed Budget Committee members— as an opportunity to introduce ourselves, go over the responsibilities of the City's Finance Department, highlight the significant financial reporting, discuss the annual budget process, as well as the role of the budget committee. A big thank you to the Budget Committee Members for their time and service, in this important role.
- **ATTACHED Monthly (DECEMBER) FINANCIALS:** FINANCE continues to monitor all departments for on-going budget compliance.

City of Wilsonville - Fund Summaries
Reporting Month: Dec FY 2022

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
110 - General Fund				
Taxes	\$ 12,450,940	\$ 8,750,020	\$ 3,700,920	70%
Intergovernmental	2,685,330	3,110,446	(425,116)	116%
Licenses and permits	169,850	148,906	20,944	88%
Charges for services	699,990	97,129	602,861	14%
Fines and forfeitures	315,000	74,320	240,680	24%
Investment revenue	91,000	84,067	6,933	92%
Other revenues	16,349,824	16,364,528	(14,704)	100%
Transfers in	4,453,155	1,726,797	2,726,358	39%
TOTAL REVENUES	\$ 37,215,089	\$ 30,356,214	\$ 6,858,875	82%
Personnel services	\$ 10,076,512	\$ 4,101,087	\$ 5,975,426	41%
Materials and services	26,524,377	19,917,288	6,607,089	75%
Capital outlay	20,000	1,472	18,528	7%
Transfers out	3,639,017	444,847	3,194,170	12%
TOTAL EXPENDITURES	\$ 40,259,906	\$ 24,464,694	\$ 15,795,212	61%
610 - Fleet Fund				
Charges for services	\$ 1,489,124	\$ 744,555	\$ 744,569	50%
Investment revenue	7,500	5,327	2,173	71%
TOTAL REVENUES	\$ 1,496,624	\$ 766,639	\$ 729,985	51%
Personnel services	\$ 826,900	\$ 362,036	\$ 464,864	44%
Materials and services	671,135	303,843	367,292	45%
Transfers out	2,400	1,200	1,200	50%
TOTAL EXPENDITURES	\$ 1,543,435	\$ 709,987	\$ 833,448	46%
230 - Building Inspection Fund				
Licenses and permits	\$ 1,060,463	\$ 1,506,918	\$ (446,455)	142%
Charges for services	11,700	-	11,700	0%
Investment revenue	12,000	13,721	(1,721)	114%
Transfers in	41,545	20,772	20,773	50%
TOTAL REVENUES	\$ 1,125,708	\$ 1,541,411	\$ (415,703)	137%
Personnel services	\$ 1,132,650	\$ 404,326	\$ 728,324	36%
Materials and services	176,948	142,750	34,198	81%
Transfers out	461,284	173,113	288,171	38%
TOTAL EXPENDITURES	\$ 1,770,882	\$ 720,189	\$ 1,050,693	41%
231 - Community Development Fund				
Intergovernmental	\$ 161,200	\$ 97,740	\$ 63,460	61%
Licenses and permits	593,446	715,678	(122,232)	121%
Charges for services	787,080	205,339	581,741	26%
Investment revenue	8,500	14,768	(6,268)	174%
Other revenues	250	-	250	0%
Transfers in	2,383,525	887,415	1,496,110	37%
TOTAL REVENUES	\$ 3,934,001	\$ 1,920,939	\$ 2,013,062	49%
Personnel services	\$ 3,379,050	\$ 1,178,079	\$ 2,200,971	35%
Materials and services	783,614	346,444	437,170	44%
Transfers out	635,215	294,540	340,675	46%
TOTAL EXPENDITURES	\$ 4,797,879	\$ 1,819,063	\$ 2,978,816	38%
240 - Road Operating Fund				
Intergovernmental	\$ 1,995,223	\$ 706,026	\$ 1,289,197	35%
Investment revenue	12,500	12,397	103	99%
Other revenues	-	3,725	(3,725)	-
TOTAL REVENUES	\$ 2,007,723	\$ 722,147	\$ 1,285,576	36%
Personnel services	\$ 434,340	\$ 135,686	\$ 298,654	31%
Materials and services	495,930	203,529	292,401	41%
Capital outlay	13,000	-	13,000	0%
Transfers out	900,602	287,084	613,518	32%
TOTAL EXPENDITURES	\$ 1,843,872	\$ 626,299	\$ 1,217,573	34%

City of Wilsonville - Fund Summaries
Reporting Month: Dec FY 2022

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
241 - Road Maintenance Fund				
Charges for services	\$ 2,150,000	\$ 1,120,974	\$ 1,029,026	52%
Investment revenue	20,000	15,233	4,767	76%
TOTAL REVENUES	\$ 2,170,000	\$ 1,136,207	\$ 1,033,793	52%
Transfers out	\$ 3,443,559	\$ 2,523,919	\$ 919,640	73%
TOTAL EXPENDITURES	\$ 3,443,559	\$ 2,523,919	\$ 919,640	73%
260 - Transit Fund				
Taxes	\$ 5,000,000	\$ 2,835,580	\$ 2,164,420	57%
Intergovernmental	3,964,104	1,868,503	2,095,601	47%
Charges for services	-	13,538	(13,538)	-
Fines and forfeitures	5,000	96,074	(91,074)	1921%
Investment revenue	75,000	28,203	46,797	38%
Other revenues	16,000	-	16,000	0%
TOTAL REVENUES	\$ 9,060,104	\$ 4,841,898	\$ 4,218,206	53%
Personnel services	\$ 4,386,050	\$ 1,764,438	\$ 2,621,612	40%
Materials and services	2,153,188	1,017,276	1,135,912	47%
Capital outlay	2,012,500	1,353,380	659,120	67%
Transfers out	669,447	292,905	376,542	44%
TOTAL EXPENDITURES	\$ 9,221,185	\$ 4,427,999	\$ 4,793,186	48%
510 - Water Operating Fund				
Charges for services	\$ 9,411,000	\$ 6,552,503	\$ 2,858,497	70%
Investment revenue	150,000	99,427	50,573	66%
Other revenues	12,000	30,717	(18,717)	256%
TOTAL REVENUES	\$ 9,573,000	\$ 6,682,646	\$ 2,890,354	70%
Personnel services	\$ 647,150	\$ 208,822	\$ 438,328	32%
Materials and services	4,538,189	1,679,108	2,859,081	37%
Capital outlay	247,400	-	247,400	0%
Transfers out	10,858,541	859,708	9,998,833	8%
TOTAL EXPENDITURES	\$ 16,291,280	\$ 2,747,638	\$ 13,543,642	17%
520 - Sewer Operating Fund				
Charges for services	\$ 8,275,000	\$ 4,092,295	\$ 4,182,705	49%
Fines and forfeitures	-	41,268	(41,268)	-
Investment revenue	160,000	77,032	82,968	48%
Other revenues	30,000	9,439	20,561	31%
Transfers in	600,000	600,000	-	100%
TOTAL REVENUES	\$ 9,065,000	\$ 4,820,034	\$ 4,244,966	53%
Personnel services	\$ 394,580	\$ 93,524	\$ 301,056	24%
Materials and services	3,740,830	1,475,324	2,265,506	39%
Capital outlay	291,100	-	291,100	0%
Debt service	2,623,500	173,603	2,449,897	7%
Transfers out	3,461,762	756,325	2,705,437	22%
TOTAL EXPENDITURES	\$ 10,511,772	\$ 2,498,776	\$ 8,012,996	24%
550 - Street Lighting Fund				
Intergovernmental	\$ -	\$ 65,812	\$ (65,812)	-
Charges for services	536,650	276,397	260,253	52%
Investment revenue	8,500	6,454	2,046	76%
TOTAL REVENUES	\$ 545,150	\$ 348,663	\$ 196,487	64%
Materials and services	\$ 384,030	\$ 115,753	\$ 268,277	30%
Transfers out	1,045,000	28,207	1,016,793	3%
TOTAL EXPENDITURES	\$ 1,429,030	\$ 143,961	\$ 1,285,069	10%
570 - Stormwater Operating Fund				
Charges for services	\$ 3,440,000	\$ 1,754,220	\$ 1,685,780	51%
Investment revenue	15,000	22,297	(7,297)	149%
TOTAL REVENUES	\$ 3,455,000	\$ 1,776,517	\$ 1,678,483	51%
Personnel services	\$ 283,420	\$ 110,745	\$ 172,675	39%
Materials and services	788,536	261,428	527,108	33%
Capital outlay	107,000	-	107,000	0%
Debt service	518,000	-	518,000	0%
Transfers out	2,337,434	959,231	1,378,203	41%
TOTAL EXPENDITURES	\$ 4,034,390	\$ 1,331,405	\$ 2,702,985	33%

City of Wilsonville - SDC Fund Summaries
Reporting Month: Dec FY 2022

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
336 - Frog Pond Development				
Licenses and permits-West Hills	\$ 1,820,350	\$ 228,162	\$ 1,592,188	13%
Licenses and permits-Pahlisch	1,237,838	554,361	683,477	45%
Investment revenue	3,000	10,976	(7,976)	366%
TOTAL REVENUES	\$ 3,061,188	\$ 793,499	\$ 2,267,689	26%
Materials and services	\$ 8,320	\$ 14,089	\$ (5,769)	169%
Transfers out	-	-	-	-
TOTAL EXPENDITURES	\$ 8,320	\$ 14,089	\$ (5,769)	169%
346 - Roads SDC				
System Development Charges	\$ 1,202,131	\$ 808,000	\$ 394,131	67%
Investment revenue	43,500	42,887	613	99%
TOTAL REVENUES	\$ 1,245,631	\$ 850,887	\$ 394,744	68%
Materials and services	\$ 41,470	\$ 9,751	\$ 31,719	24%
Transfers out	8,566,934	600,188	7,966,746	7%
TOTAL EXPENDITURES	\$ 8,608,404	\$ 609,939	\$ 7,998,465	7%
396 - Parks SDC				
System Development Charges	\$ 554,418	\$ 240,145	\$ 314,273	43%
Investment revenue	35,000	16,225	18,775	46%
TOTAL REVENUES	\$ 589,418	\$ 256,371	\$ 333,047	43%
Materials and services	\$ 16,890	\$ 2,429	\$ 14,461	14%
Transfers out	2,097,960	182,027	1,915,933	9%
TOTAL EXPENDITURES	\$ 2,114,850	\$ 184,456	\$ 1,930,394	9%
516 - Water SDC				
System Development Charges	\$ 873,600	\$ 474,684	\$ 398,916	54%
Investment revenue	37,500	34,788	2,712	93%
Other revenues	7,000,000	-	7,000,000	0%
TOTAL REVENUES	\$ 7,911,100	\$ 509,472	\$ 7,401,628	6%
Materials and services	\$ 25,940	\$ 7,008	\$ 18,932	27%
Debt Service	485,000	-	485,000	0%
Transfers out	10,022,053	316,179	9,705,874	3%
TOTAL EXPENDITURES	\$ 10,532,993	\$ 323,188	\$ 10,209,805	3%
526 - Sewer SDC				
System Development Charges	\$ 506,270	\$ 400,660	\$ 105,610	79%
Investment revenue	50,000	13,029	36,971	26%
TOTAL REVENUES	\$ 556,270	\$ 413,689	\$ 142,581	74%
Materials and services	\$ 22,050	\$ 3,989	\$ 18,061	18%
Transfers out	3,175,646	1,306,236	1,869,410	41%
TOTAL EXPENDITURES	\$ 3,197,696	\$ 1,310,225	\$ 1,887,471	41%
576 - Stormwater SDC				
System Development Charges	\$ 213,310	\$ 219,079	\$ (5,769)	103%
Investment revenue	15,000	13,958	1,042	93%
TOTAL REVENUES	\$ 228,310	\$ 233,036	\$ (4,726)	102%
Materials and services	\$ 5,750	\$ 1,349	\$ 4,401	23%
Transfers out	366,224	51,672	314,552	14%
TOTAL EXPENDITURES	\$ 371,974	\$ 53,021	\$ 318,953	14%

City of Wilsonville - URA Fund Summaries
Reporting Month: Dec FY 2022

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
800 - Year 2000 Program Income				
Investment revenue	\$ 6,500	\$ 4,373	\$ 2,127	67%
Other revenues	150,000	23,945	126,055	16%
TOTAL REVENUES	\$ 156,500	\$ 28,318	\$ 128,182	18%
Materials and services	\$ 61,000	\$ 37,298	\$ 23,702	61%
TOTAL EXPENDITURES	\$ 61,000	\$ 37,298	\$ 23,702	61%
805 - Year 2000 Capital Projects				
Investment revenue	\$ 75,000	\$ 76,821	\$ (1,821)	102%
Other revenues	9,811,524	9,811,524	-	100%
TOTAL REVENUES	\$ 9,886,524	\$ 9,888,345	\$ (1,821)	100%
Materials and services	\$ 690,160	\$ 121,681	\$ 568,479	18%
Capital outlay	11,762,798	1,259,499	10,503,299	11%
TOTAL EXPENDITURES	\$ 12,452,958	\$ 1,381,179	\$ 11,071,779	11%
807 - Year 2000 Debt Service				
Taxes	\$ 4,074,200	\$ 3,620,629	\$ 453,571	89%
Investment revenue	40,000	14,719	25,281	37%
TOTAL REVENUES	\$ 4,114,200	\$ 3,635,348	\$ 478,852	88%
Debt service	\$ 10,412,524	\$ 9,905,079	\$ 507,445	95%
TOTAL EXPENDITURES	\$ 10,412,524	\$ 9,905,079	\$ 507,445	95%
810 - Westside Program Income				
Investment revenue	\$ 1,000	\$ 344	\$ 656	34%
TOTAL REVENUES	\$ 1,000	\$ 344	\$ 656	34%
815 - Westside Capital Projects				
Investment revenue	\$ 6,500	\$ 25,894	\$ (19,394)	398%
Other revenues	6,400,000	6,400,000	-	100%
TOTAL REVENUES	\$ 6,406,500	\$ 6,425,894	\$ (19,394)	100%
Materials and services	\$ 368,780	\$ 2,524	\$ 366,256	1%
Capital outlay	470,000	-	470,000	0%
TOTAL EXPENDITURES	\$ 838,780	\$ 2,524	\$ 836,256	0%
817 - Westside Debt Service				
Taxes	\$ 5,084,500	\$ 4,512,165	\$ 572,335	89%
Investment revenue	77,500	50,864	26,636	66%
TOTAL REVENUES	\$ 5,162,000	\$ 4,563,029	\$ 598,971	88%
Debt service	\$ 18,809,044	\$ 13,797,837	\$ 5,011,207	73%
TOTAL EXPENDITURES	\$ 18,809,044	\$ 13,797,837	\$ 5,011,207	73%
825 - Coffee Creek Capital Projects				
Investment revenue	\$ 13,500	\$ 1,934	\$ 11,566	14%
TOTAL REVENUES	\$ 13,500	\$ 1,934	\$ 11,566	14%
Materials and services	\$ 173,880	\$ 9,778	\$ 164,102	6%
TOTAL EXPENDITURES	\$ 348,880	\$ 14,578	\$ 334,302	4%
827 - Coffee Creek Debt Service				
Taxes	\$ 350,700	\$ 293,856	\$ 56,844	84%
Investment revenue	1,000	259	741	26%
TOTAL REVENUES	\$ 351,700	\$ 294,115	\$ 57,585	84%
Debt service	\$ 280,000	\$ 139,335	\$ 140,665	50%
TOTAL EXPENDITURES	\$ 280,000	\$ 139,335	\$ 140,665	50%

From the Director

Youth Services staff finished their fall programs with the final Toddler and Baby Time online, as well as a special “Winter Wonderland”-themed Storytime at the Barn. Both programs will resume in their current formats in January.

On December 18, Youth and Adult Services staff provided “Take and Make Kits” for all ages. The children’s kits included science and craft activities, while the teen and adult kits included a holiday craft and assorted winter-related activity sheets. All of the initial 100 children’s kits were claimed within six hours of being available, and the teen and adult kits saw similar interest. Staff created additional kits to meet the high demand.

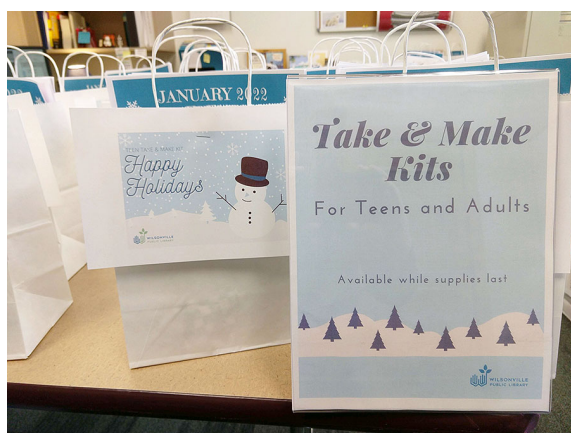
Adult online programs continued. Dr. Bill Thierfelder gave a well-attended overview of twenty Christmas tales in his “Profiles” presentation. Article Club and the English Class & Conversation Group met. Due to the holiday schedule, Book Club met early in the month to discuss *Parable of the Sower* by Octavia E. Butler and *Fahrenheit 451* by Ray Bradbury.

In collaboration with members from the Wilsonville Friends of the Library and the Wilsonville Public Library Foundation, Library staff began planning for the Library’s upcoming 40th anniversary in February.

Library Services Manager Steven Engelfried announced he will be retiring at the end of January. We will deeply miss Steven’s warmth and professionalism. His puppetry skills were often put to excellent use in staff trainings.

PHOTOS: Teen Take and Make Kits and “Winter Wonderland” Storytime at the Barn

-Shasta Sasser, Interim Library Director





Parks and Recreation Report | December 2021

Directors Report:

For the past six months I have been honored to serve as the head of the Parks and Recreation Department, which is dedicated to providing an exceptional level of service to the Wilsonville community. A prime example of this was demonstrated this month with new and creative programs and total team commitment to providing park and facility coverage throughout the very busy holidays and even during periods of inclement weather. The passion and commitment the team has for their community was reciprocated by community members with a record breaking year for both the toy drive and senior stocking collections. What a way to wrap up 2021!

Our Winter/Spring 2022 Activity guide was published in December and offers a full slate of events and activities in the coming months. At the Community Center, participation in classes and events continues to grow and the home delivered meal service has recently crested the 100 meals/day mark for the first time.

On top of the usual work load, the Parks team has been busy replanting trees that were damaged in February's ice storm. This time of year is also good for pruning and other tree care practices as the mowing demand is eased.

I am especially grateful this time of year to be surrounded by a dedicated, hard-working team and supported by City Council, City Leadership, and the greater Wilsonville Community. There is truly no place I would rather be and nothing else I would rather be doing! Happy New Year Wilsonville!

-Kris Ammerman



Recreation Updates:

Winter Themed StoryWalk:

Town Center Park was home to a new StoryWalk in December. The book “Ten Ways to Hear Snow” by local author and librarian Cathy Camper was chosen as December’s story. The book is about a young modern Arab American girl, Lina, who visits her grandma on a snowy winter’s day to cook traditional foods. Her grandmother’s eyesight is deteriorating, so Lina listens to all the way she can hear snow to share the experience of winter with her grandmother.

Toy Drive Delivery:

The annual Wilsonville Toy Drive brought in over 800 toys this year! Collection sites were held at the Parks and Recreation Administration Office, Wilsonville Orthodontics, and Wilsonville Subaru. Program Manager, Brian Stevenson, and Recreation Coordinator, Erica Behler drove the toys to Clackamas County Compassion in Action for distribution before the holidays. Compassion in Action is always so grateful for the amount of collections we bring in, and we wanted to pass along the thank you to our community! The department also worked with the Family Empowerment Center this year to identify students in our local schools who needed some extra help this holiday season.

Lake Oswego Teen Lounge Visit:

Parks and Recreation Director Kris Ammerman, Recreation Coordinator, Erica Behler and Program Manager Brian Stevenson took a field trip to Lake Oswego in December to tour the Lake Oswego Parks and Recreation Teen Lounge. Recreation Coordinator, Erica Behler is very interested in exploring the opportunity to create something similar in Wilsonville. The Lake Oswego Teen Center offers a safe space for teens to hang out after school, as well as provides teen specific programming opportunities like contests, dances, movie night and more. The idea for this came out of a devastating New York times article published in December that stated, “In the United States, emergency room visits for suicide attempts rose 51 percent for adolescent girls in early 2021 as compared with the same period in 2019. The figure rose four percent for boys.” Additional information about the Lake Oswego Teen Lounge may be found at <https://www.ci.oswego.or.us/parksrec/lo-teen-lounge> The Department plans to further look into opportunities and ideas for a potential Wilsonville Teen Center in the coming months.



Community Center Updates:

Senior Stockings: Over 175 senior stockings were donated by the community for older adults in Wilsonville. 100+ stockings went to home-delivered meal recipients, and the remaining stockings were gifted to social service clients within the community.

Toy Drive Pick Up: After last minute toy donations came into the Parks and Recreation Department, the Community Center was able to offer 50+ free toys to community members who were in need.

Caregiver Support Group kicks off: Dementia specialist and group facilitator Scott Lichtenstein lead the discussion and shared dementia care resources and dementia communication tips. The group will also discuss long term care planning and emotional support at its monthly meeting on the First Tuesday of each month



Board Highlights

Kitakata Sister City Advisory Board: The Kitakata Sister City Advisory Board met virtually with their colleagues in Japan in December to give a presentation and overview of upcoming projects and goals, including a pen-pal program which begins in January. The board also gave a presentation on winter holiday traditions.

KWMFO: The Korean War Memorial Foundation of Oregon (KWMFO) did not meet in December. The Interpretive Center Design Team is awaiting updated plans from Formations.

Wilsonville Community Seniors Inc.: The Wilsonville Community Seniors Inc. continues to plan for their first annual Spaghetti Dinner fundraiser in partnership with the Wilsonville Rotary. The drive-thru/pick up event will take place on Saturday, February 12 from 4-6 pm at the Community Center. Cost for a meal is \$15 or \$45 for a family of four. Pre-orders are required.

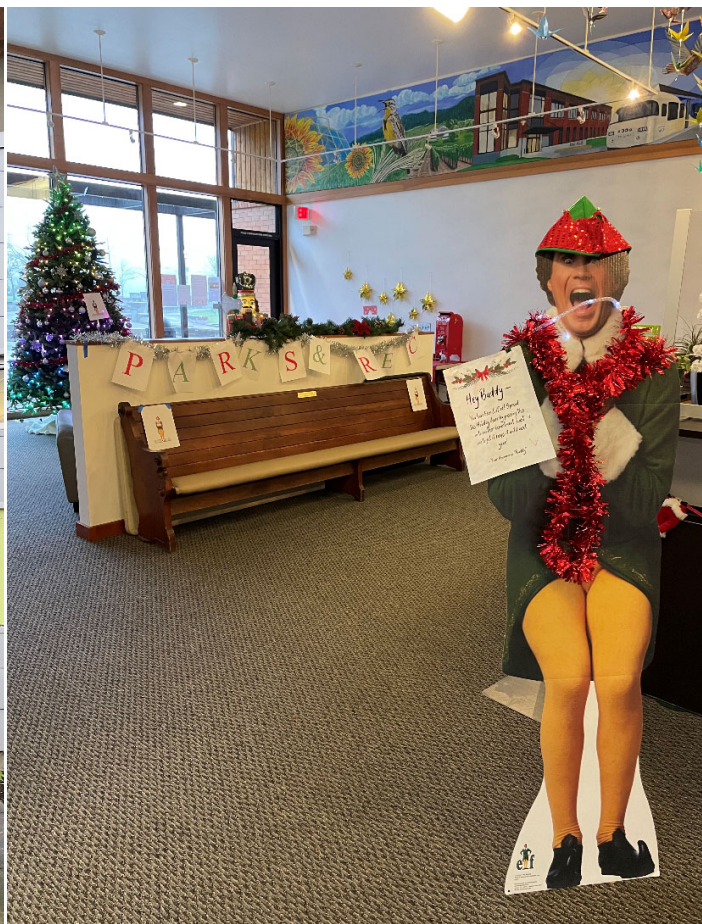
Team Updates:

New Holiday Traditions!

The Parks and Recreation Department started a few new holiday traditions in December. For the department holiday lunch, the team gathered at the community center for lunch and an ugly sweater contest. After lunch, many members of the department joined the seniors for a few rounds of Holiday Bingo! Bingo was a huge hit for our department, (the seniors loved having us as well) and the tradition will be carried forward for years to come.

Another fun holiday tradition, implemented by the Parks and Recreation Department this year was Buddy the Elf! Kris Ammerman, the Director of Parks and Recreation, taught us this fun tradition of 'elfing' another department. You leave a cardboard cutout of Buddy the elf at another department with treats and snacks, and a note to spread the holiday cheer on to another department. We hope that city staff enjoyed this new holiday tradition! Buddy will be sure to make an appearance next year!

New Holiday Traditions!



Parks Team

Parks and Library Collaboration

The Parks and Recreation Team, Library Team and Wilsonville Public Library Foundation worked together to install five new Little Free Libraries in Wilsonville Parks. The recent park additions have been a collaborative effort and the Parks team is grateful to have new park amenities to share with the community.



Ice Storm Tree Replant

The Parks team has been hard at work mitigating the unprecedented damage from the 2021 Ice Storm. The heavy rain and cold conditions of December did not deter the team from planting 50 new trees in parks across the city. The team will continue with plantings and plant a total of 125 trees in response to the ice storm



Monkey Puzzle in Murase



Madrone in Memorial Park

WILSONVILLE MONTHLY ACTIVITY REPORT December 2021

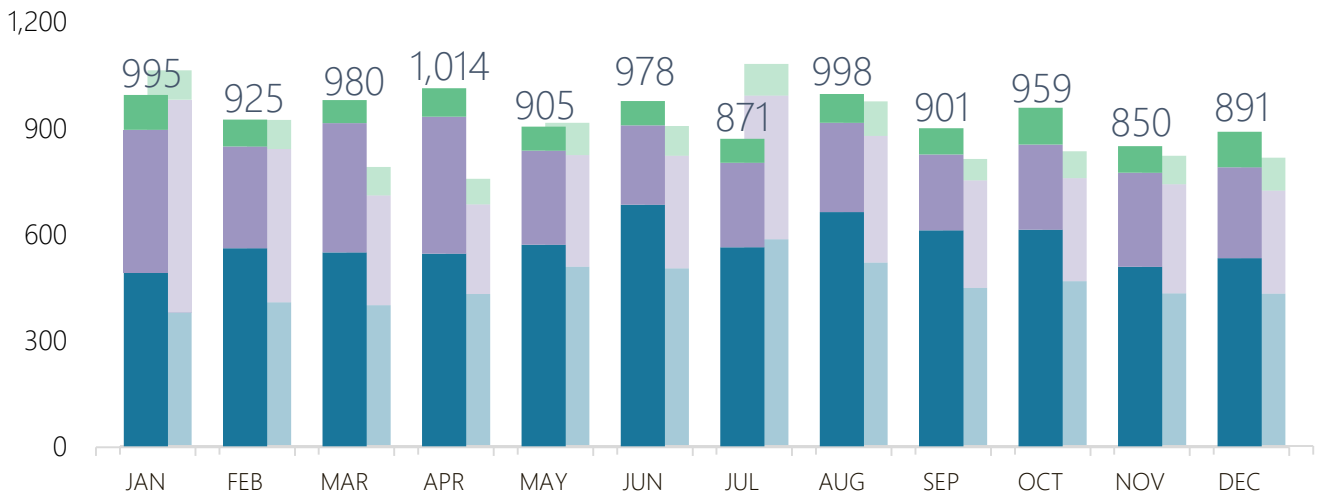


CITY OF WILSONVILLE POLICE DEPARTMENT
30000 SW Town Center Loop
Wilsonville, OR 97070

In Partnership with

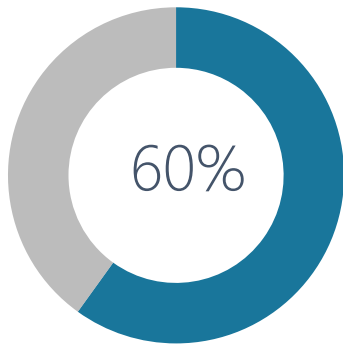


**Clackamas County
Sheriff's Office**



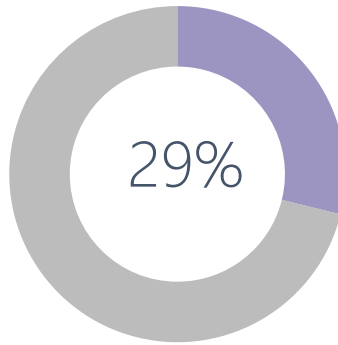
2020 faded, 2021 solid

Dispatched
534



17.2

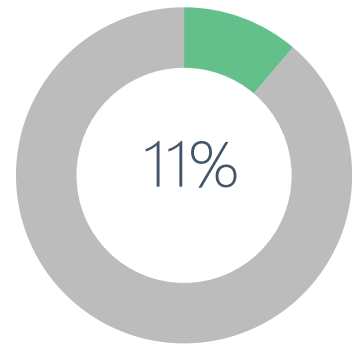
Self-Initiated
257



Daily Average Calls

3.2

Follow-Ups
100

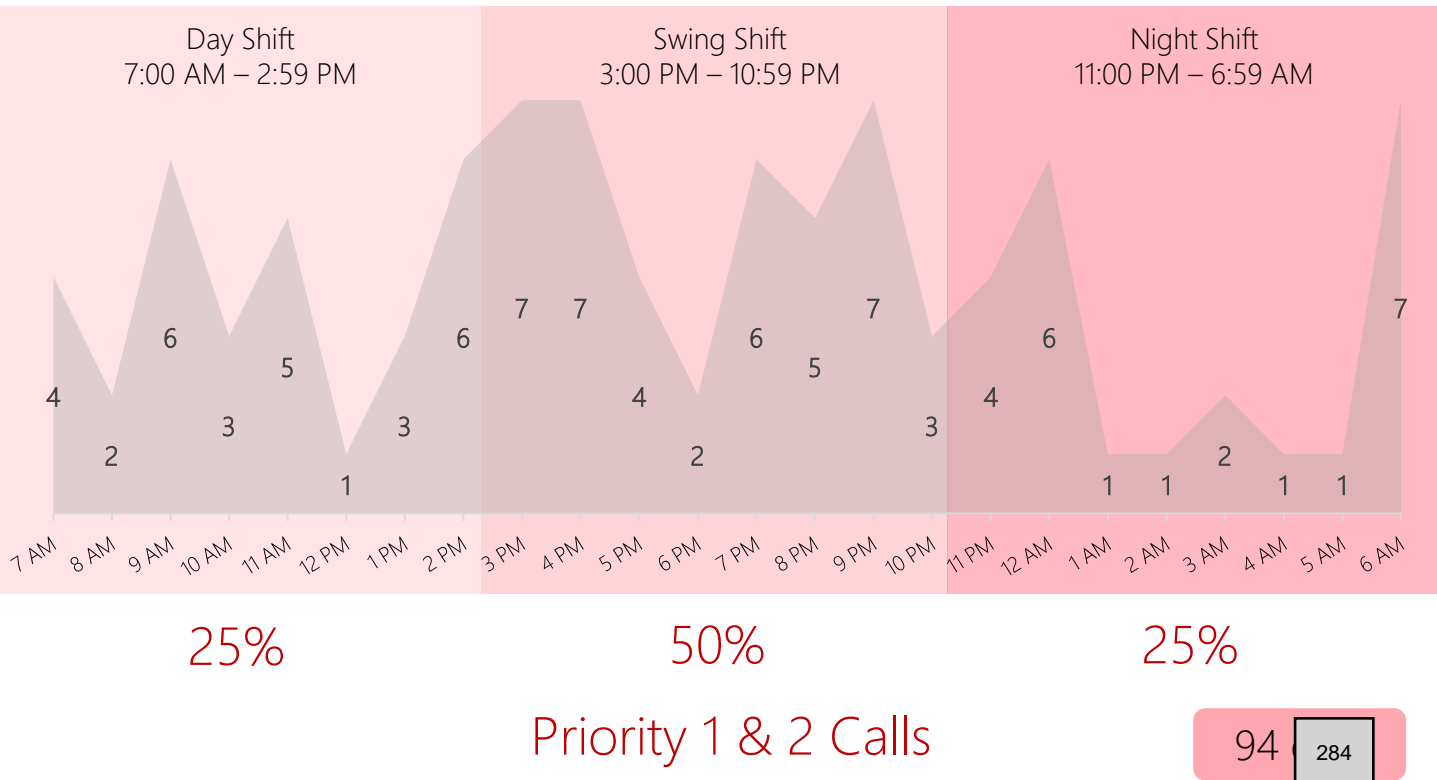
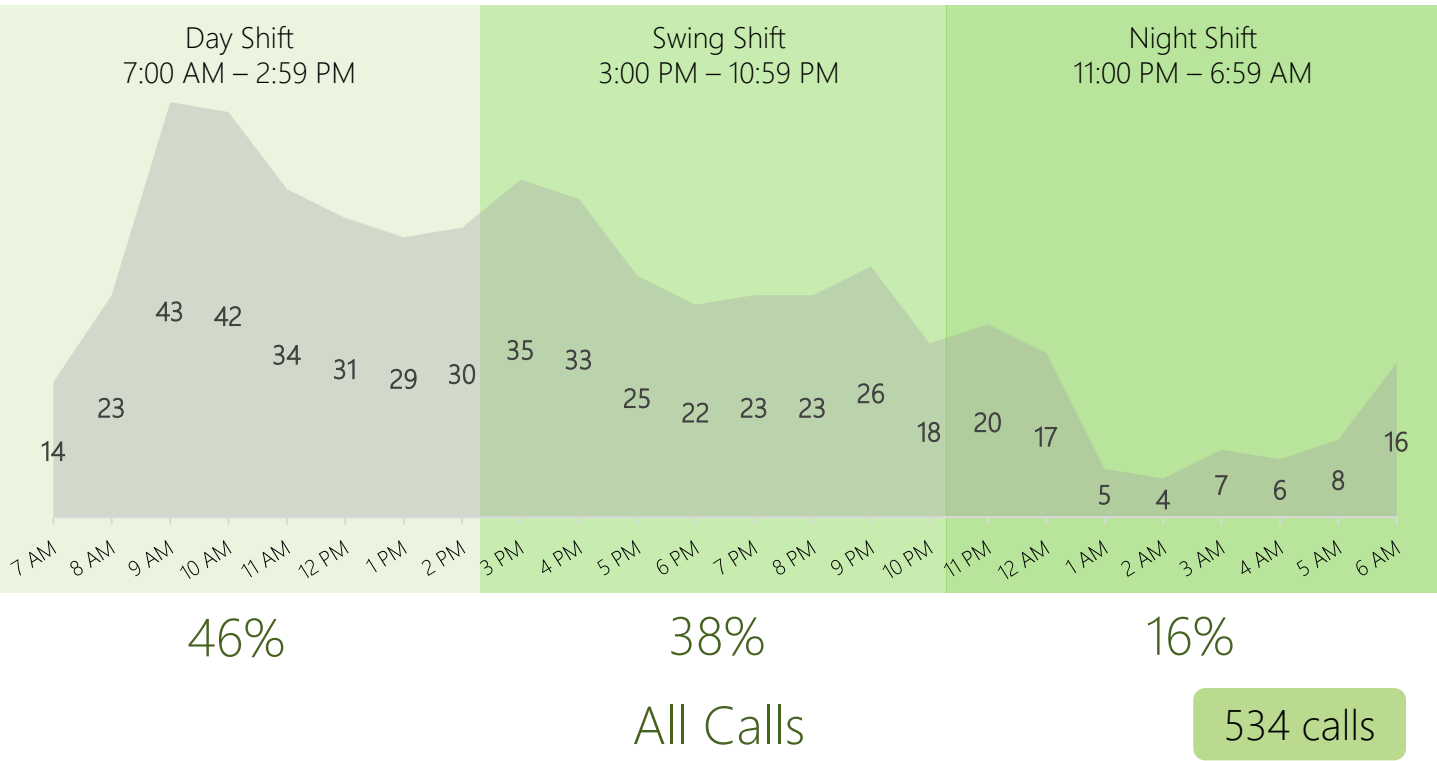


8.3

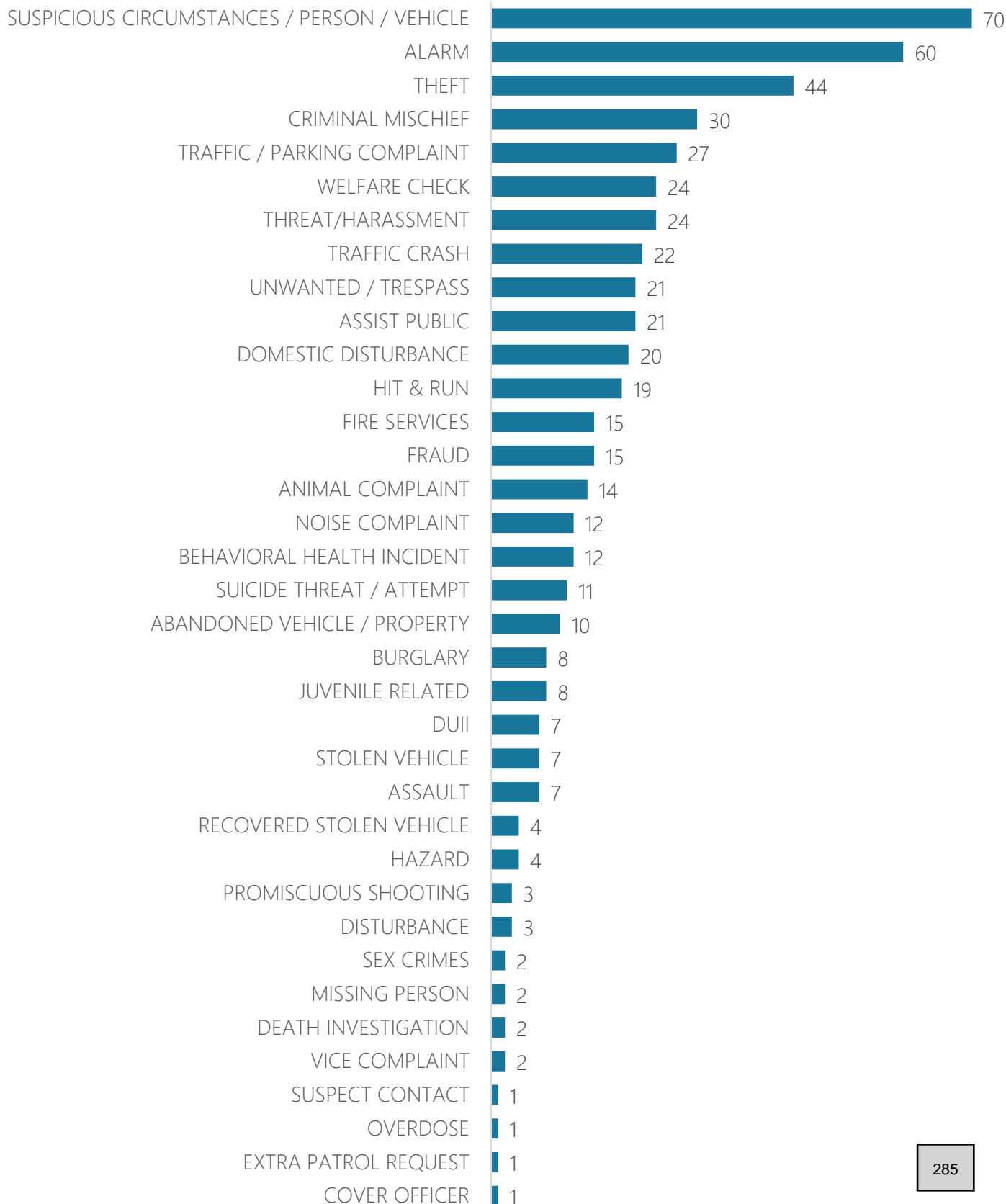
Median Hold & Response Times for Dispatched Calls

Duration Type	All Calls	Priority 1 & 2 Calls
Hold Duration (Input to Dispatch)	3:53	2:15
Response Duration (Dispatch to Arrival)	6:30	6:28

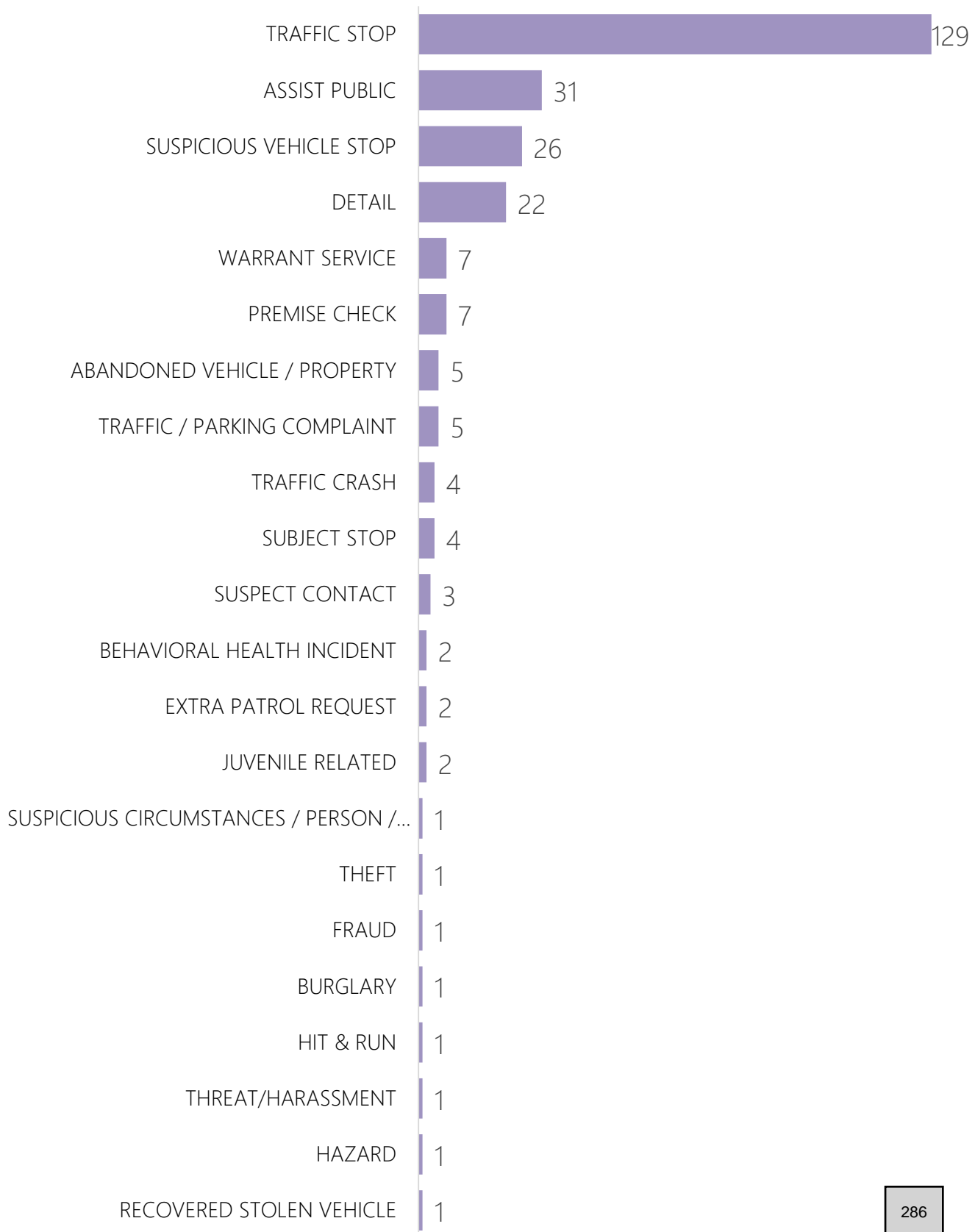
Dispatched Calls for Service Breakdown by Hour of Day & Shift Time Groupings (not actual breakdown of Wilsonville PD shift schedules)



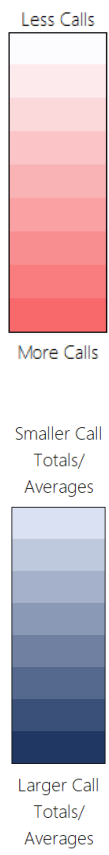
Dispatched Call Types



Self-Initiated Call Types

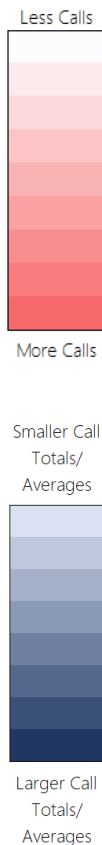


Dispatched Call Types	2021												Rolling Monthly Average
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
ABANDONED VEHICLE / PROPERTY	7	7	10	18	16	12	8	9	15	8	5	10	10.4
ALARM (2nd)	48	69	49	49	63	83	54	45	44	41	61	60	55.5
ANIMAL COMPLAINT	13	17	21	17	9	35	24	24	23	15	15	14	18.9
ASSAULT	4	7	3	2	3	13	0	9	4	6	6	7	5.3
ASSIST PUBLIC (5th)	31	34	24	31	41	44	38	41	24	28	35	21	32.7
BEHAVIORAL HEALTH INCIDENT	16	35	37	12	16	23	26	40	39	22	14	12	24.3
BURGLARY	3	1	3	0	7	6	10	7	5	4	0	8	4.5
COVER OFFICER	0	1	2	1	1	1	2	2	1	3	1	1	1.3
CRIMINAL MISCHIEF	7	7	6	12	8	19	13	8	10	9	10	30	11.6
DEATH INVESTIGATION	3	2	3	4	2	6	3	3	1	1	2	2	2.7
DISTURBANCE	7	7	4	10	4	9	4	8	6	6	4	3	6.0
DOMESTIC DISTURBANCE	35	32	33	32	39	29	23	32	23	27	28	20	29.4
DUII	4	6	3	6	7	5	7	4	4	2	4	7	4.9
EXTRA PATROL REQUEST	1	0	1	2	3	2	0	2	0	1	1	1	1.2
FIRE SERVICES	3	10	7	5	4	11	10	6	11	9	8	15	8.3
FRAUD	16	22	23	14	19	18	10	22	15	15	10	15	16.6
HAZARD	4	14	5	8	8	8	5	9	7	4	4	4	6.7
HIT & RUN	19	11	9	10	15	14	15	12	13	19	8	19	13.7
JUVENILE RELATED	10	10	10	14	25	21	12	15	22	16	11	8	14.5
LITTERING	1	0	0	0	1	1	1	0	2	0	1	0	0.6
MARINE PATROL	0	0	0	0	1	2	1	0	0	0	1	0	0.4
MARINE RESCUE	0	0	0	0	0	0	1	0	0	0	0	0	0.1
MENACING	0	1	3	1	2	1	1	1	0	1	0	0	0.9
MINOR IN POSSESSION	0	0	0	1	1	3	1	3	0	2	0	0	0.9
MISSING PERSON	7	1	5	4	4	1	3	2	6	2	1	2	3.2
NOISE COMPLAINT	15	9	6	13	12	10	15	16	8	15	11	12	11.8
OTHER	0	0	1	2	0	1	0	2	1	0	1	0	0.7
OVERDOSE	2	1	4	1	0	1	0	1	0	0	1	1	1.0
PREMISE CHECK	0	1	0	1	0	3	0	1	1	0	0	0	0.6
PROMISCUOUS SHOOTING	1	4	0	0	0	3	0	0	1	3	5	3	1.7
PROWLER	0	0	0	0	1	1	2	0	0	0	2	0	0.5
RECOVERED STOLEN VEHICLE	3	1	0	0	0	3	2	0	3	4	1	4	1.8
ROBBERY	1	0	0	0	0	1	0	0	0	1	0	0	0.3
SEX CRIMES	0	1	1	2	1	2	3	3	2	1	0	2	1.5
SHOOTING	0	0	0	1	0	0	0	0	0	0	0	0	0.1
STOLEN VEHICLE	8	7	7	1	6	11	2	15	13	11	10	7	8.2
SUICIDE THREAT / ATTEMPT	13	6	8	13	18	12	17	8	9	9	8	11	11.0
SUSPECT CONTACT	0	0	0	0	0	1	1	1	1	0	0	1	0.4
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE (1st)	68	74	78	88	91	89	78	78	103	89	74	70	81.7
THEFT (3rd)	46	46	37	46	23	39	38	70	51	55	44	44	44.9
THREAT/HARASSMENT	16	21	20	17	26	18	24	31	19	33	18	24	22.3
TRAFFIC / PARKING COMPLAINT	19	16	30	35	19	31	41	41	37	28	38	27	30.2
TRAFFIC CRASH	9	10	14	15	22	10	14	16	17	12	11	22	14.3
UNWANTED / TRESPASS	23	26	30	17	20	20	22	34	28	20	27	21	24.0
VICE COMPLAINT	0	3	5	7	4	3	3	3	2	3	1	2	3.0
VIOL. RESTRAINING ORDER	1	0	3	3	1	3	2	3	4	1	3	0	2.0
WARRANT SERVICE	1	0	0	1	1	3	1	2	1	0	0	0	0.8
WELFARE CHECK (4th)	28	42	45	31	28	53	28	35	37	27	25	24	33.6
Grand Total	493	562	550	547	572	685	565	664	613	553	510	534	570.7



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

Self-Initiated Call Types	2021												Rolling Monthly Average
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
ABANDONED VEHICLE / PROPERTY	2	5	4	4	5	10	6	10	8	7	4	5	5.8
ALARM	2	0	1	1	1	1	2	0	0	0	1	0	0.8
ANIMAL COMPLAINT	1	3	1	0	1	1	0	2	0	1	0	0	0.8
ASSAULT	1	0	0	0	0	0	0	0	0	0	0	0	0.1
ASSIST PUBLIC (3rd)	21	16	20	27	26	28	26	30	43	40	37	31	28.8
BEHAVIORAL HEALTH INCIDENT	0	2	0	1	0	0	0	1	1	2	0	2	0.8
BURGLARY	1	0	0	0	0	0	0	0	0	0	1	1	0.3
COVER OFFICER	0	0	0	0	0	0	0	0	0	1	0	0	0.1
CRIMINAL MISCHIEF	0	0	0	1	1	0	0	1	1	1	0	0	0.4
DETAIL	0	0	0	0	0	0	0	0	0	0	19	22	3.4
DISTURBANCE	0	0	0	0	0	0	0	0	0	0	1	0	0.1
DOMESTIC DISTURBANCE	1	1	0	0	0	1	1	1	0	0	0	0	0.4
DUII	0	0	0	0	0	1	0	0	0	0	0	0	0.1
EXTRA PATROL REQUEST	1	1	1	0	3	2	0	0	4	1	0	2	1.3
FIRE SERVICES	1	0	0	0	0	0	0	0	0	0	0	0	0.1
FRAUD	2	2	2	0	3	0	3	0	3	2	5	1	1.9
HAZARD	4	19	4	2	1	1	1	4	2	1	1	1	3.4
HIT & RUN	0	0	0	0	2	0	1	1	0	0	0	1	0.4
JUVENILE RELATED	1	0	1	0	0	0	0	1	0	4	1	2	0.8
K9 REQUEST	2	1	0	0	0	0	0	0	0	0	0	0	0.3
MISSING PERSON	0	0	0	0	0	0	0	0	0	0	1	0	0.1
NOISE COMPLAINT	0	1	0	0	0	0	1	0	0	0	0	0	0.2
OTHER	4	2	12	13	7	2	5	2	6	4	2	0	4.9
PREMISE CHECK (5th)	47	12	13	13	12	8	8	8	2	1	7	7	11.5
PROMISCUOUS SHOOTING	0	0	0	0	0	0	0	0	0	0	1	0	0.1
PURSUIT	1	0	1	2	2	2	2	1	0	0	0	0	0.9
RECOVERED STOLEN VEHICLE	1	0	1	3	1	0	0	0	1	0	1	1	0.8
STOLEN VEHICLE	0	0	0	0	1	0	0	0	1	0	1	0	0.3
SUBJECT STOP	20	12	13	10	13	15	13	10	2	8	9	4	10.8
SUICIDE THREAT / ATTEMPT	0	0	0	0	0	0	0	0	0	1	0	0	0.1
SUSPECT CONTACT	3	1	1	2	3	2	1	2	0	1	4	3	1.9
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE	7	5	1	4	4	7	3	3	3	4	10	1	4.3
SUSPICIOUS VEHICLE STOP (2nd)	84	51	75	39	41	48	39	25	20	9	18	26	39.6
THEFT	1	1	0	0	1	1	0	2	2	2	4	1	1.3
THREAT/HARASSMENT	0	0	0	0	0	0	2	0	1	0	1	1	0.4
TRAFFIC / PARKING COMPLAINT (4th)	10	7	18	16	15	8	5	12	13	19	16	5	12.0
TRAFFIC CRASH	0	0	2	1	1	1	2	3	0	1	1	4	1.3
TRAFFIC STOP (1st)	184	143	191	244	120	84	115	130	99	113	116	129	139.0
UNWANTED / TRESPASS	0	0	1	0	1	0	0	0	0	0	0	0	0.2
VICE COMPLAINT	0	0	0	0	0	0	1	0	0	0	0	0	0.1
WARRANT SERVICE	0	0	2	1	0	1	1	2	1	2	2	7	1.6
WELFARE CHECK	1	2	0	2	1	0	0	1	1	0	1	0	0.8
Grand Total	403	287	365	386	266	224	238	252	214	225	265	257	281.8



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

Dispatched Call Types

Dispatched	December		% Difference
	2020	2021	
NOISE COMPLAINT	3	12	300%
RECOVERED STOLEN VEHICLE	1	4	300%
ASSAULT	2	7	250%
FIRE SERVICES	7	15	114%
CRIMINAL MISCHIEF	16	30	88%
ABANDONED VEHICLE / PROPERTY	6	10	67%
HIT & RUN	12	19	58%
ALARM	38	60	58%
TRAFFIC / PARKING COMPLAINT	18	27	50%
TRAFFIC CRASH	17	22	29%
SUICIDE THREAT / ATTEMPT	9	11	22%
THREAT/HARASSMENT	20	24	20%
DUII	6	7	17%
WELFARE CHECK	22	24	9%
BURGLARY	8	8	No change
COVER OFFICER	1	1	No change
OVERDOSE	1	1	No change
STOLEN VEHICLE	7	7	No change
THEFT	47	44	-6%
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE	77	70	-9%
DOMESTIC DISTURBANCE	25	20	-20%
ANIMAL COMPLAINT	18	14	-22%
UNWANTED / TRESPASS	27	21	-22%
ASSIST PUBLIC	28	21	-25%
DEATH INVESTIGATION	3	2	-33%
FRAUD	25	15	-40%
SEX CRIMES	4	2	-50%
VICE COMPLAINT	4	2	-50%
BEHAVIORAL HEALTH INCIDENT	26	12	-54%
HAZARD	9	4	-56%
JUVENILE RELATED	18	8	-56%
DISTURBANCE	7	3	-57%
MISSING PERSON	6	2	-67%
OTHER	2	0	-100%
SHOOTING	1	0	-100%
VIOL. RESTRAINING ORDER	5	0	-100%
EXTRA PATROL REQUEST	0	1	NC
PROMISCUOUS SHOOTING	0	3	NC
SUSPECT CONTACT	0	1	NC
Grand Total	526	534	2%

Increase

Decrease

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

Self-Initiated Call Types

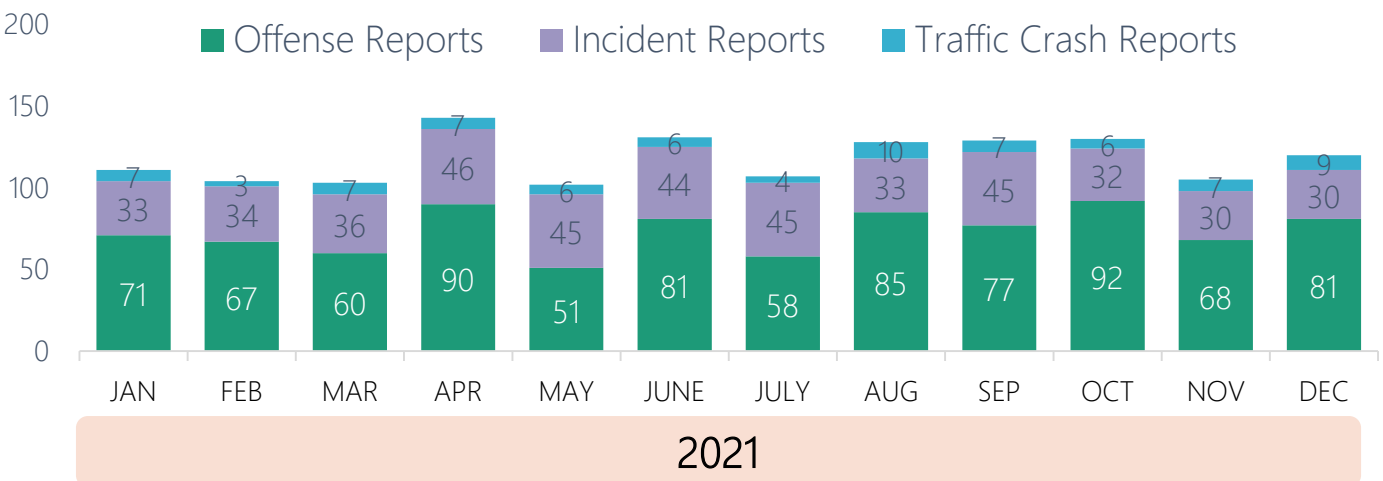
Self-Initiated Call Type	December		% Difference
	2020	2021	
TRAFFIC CRASH	2	4	100%
ASSIST PUBLIC	22	31	41%
THEFT	1	1	No change
THREAT/HARASSMENT	1	1	No change
TRAFFIC STOP	152	129	-15%
ABANDONED VEHICLE / PROPERTY	6	5	-17%
TRAFFIC / PARKING COMPLAINT	6	5	-17%
HAZARD	2	1	-50%
RECOVERED STOLEN VEHICLE	3	1	-67%
SUSPICIOUS VEHICLE STOP	83	26	-69%
SUBJECT STOP	14	4	-71%
SUSPICIOUS CIRCUMSTANCES / PERSON / VEHICLE	4	1	-75%
PREMISE CHECK	51	7	-86%
ANIMAL COMPLAINT	2	0	-100%
DISTURBANCE	1	0	-100%
DOMESTIC DISTURBANCE	1	0	-100%
OTHER	2	0	-100%
SEX CRIMES	1	0	-100%
STOLEN VEHICLE	1	0	-100%
BEHAVIORAL HEALTH INCIDENT	0	2	NC
BURGLARY	0	1	NC
EXTRA PATROL REQUEST	0	2	NC
FRAUD	0	1	NC
HIT & RUN	0	1	NC
JUVENILE RELATED	0	2	NC
SUSPECT CONTACT	0	3	NC
WARRANT SERVICE	0	7	NC
DETAIL	0	22	NC
Grand Total	355	257	-28%

Increase

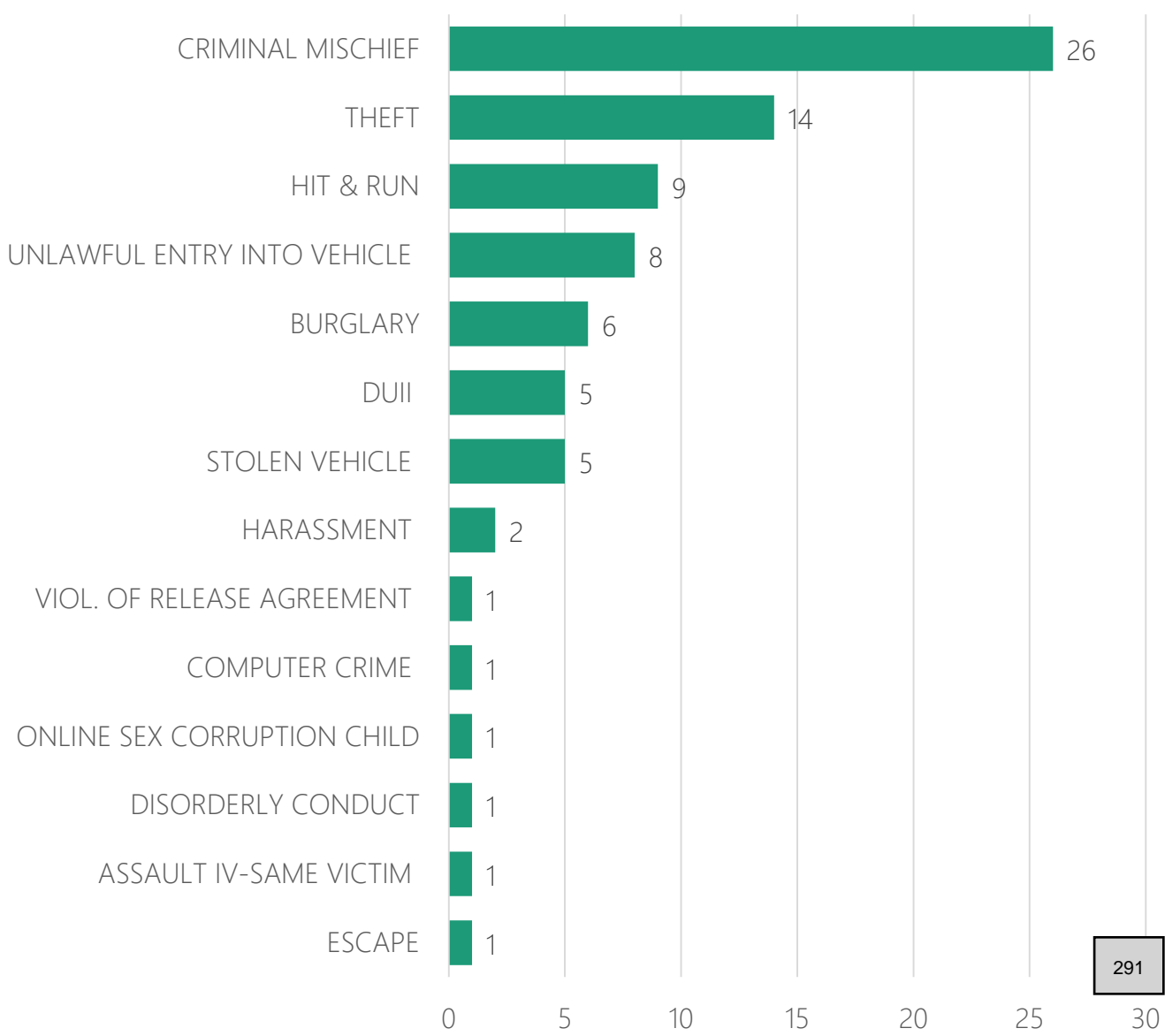
Decrease

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



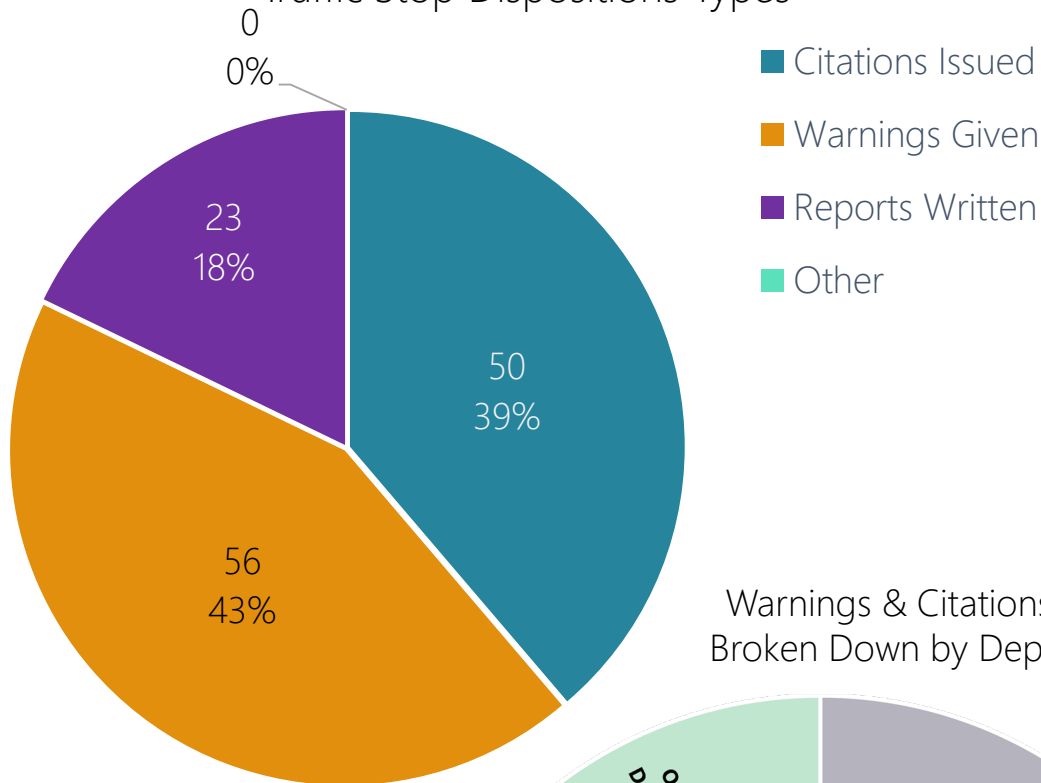
Offense Reports Written Breakdown by Top Charge



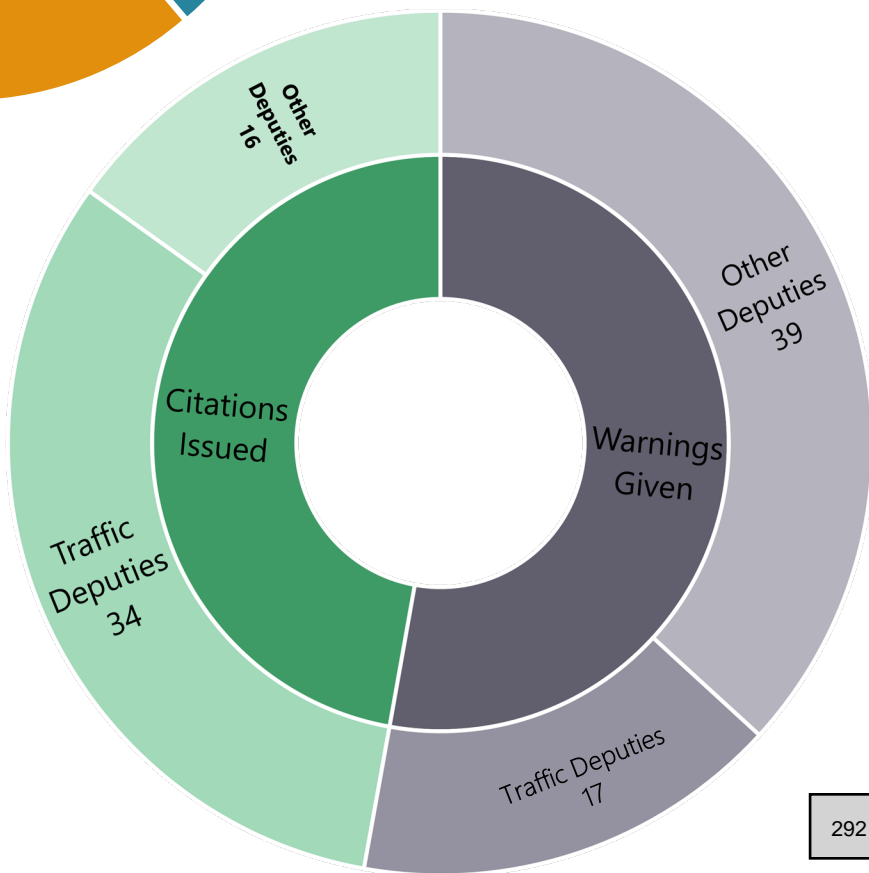
291

In December 2021, 129 traffic stops were made within the city limits, resulting in 50 citations issued, 56 warnings given, and 23 offense/incident reports created. Of the 50 citations issued, 75 violations were included (see next slide).

Traffic Stop Dispositions Types

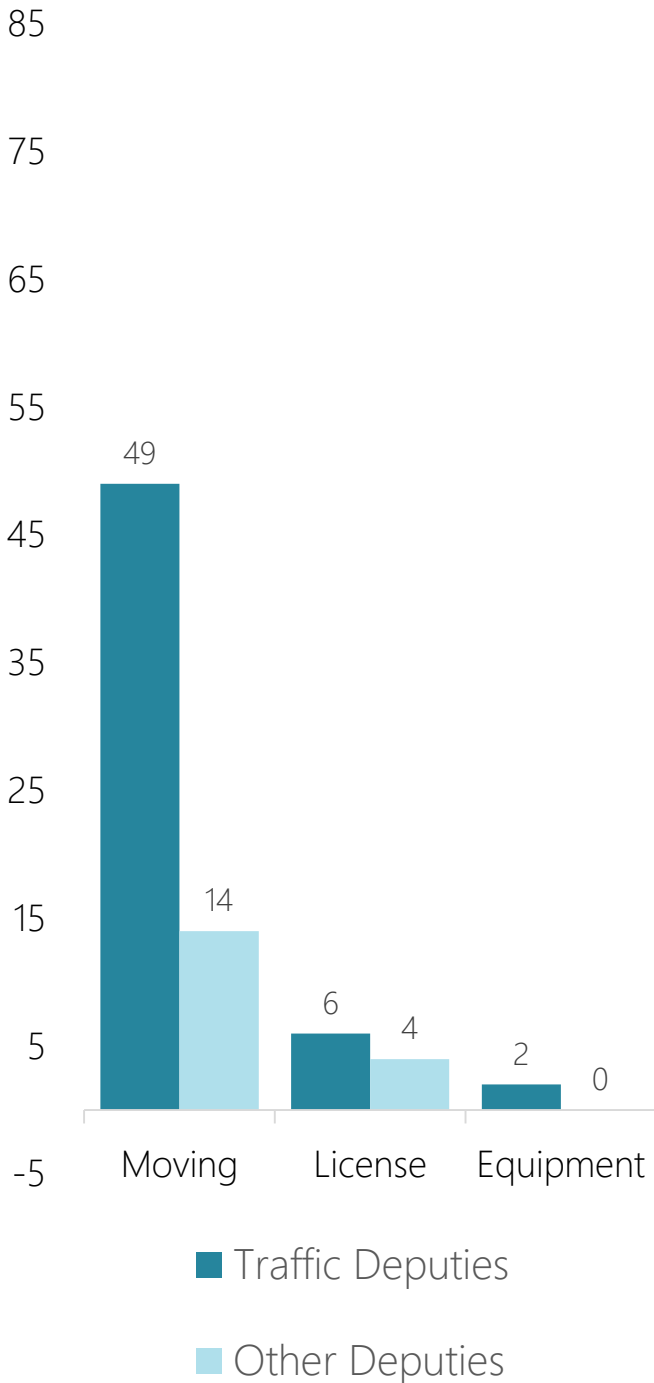


Warnings & Citations Issued Broken Down by Deputy Type

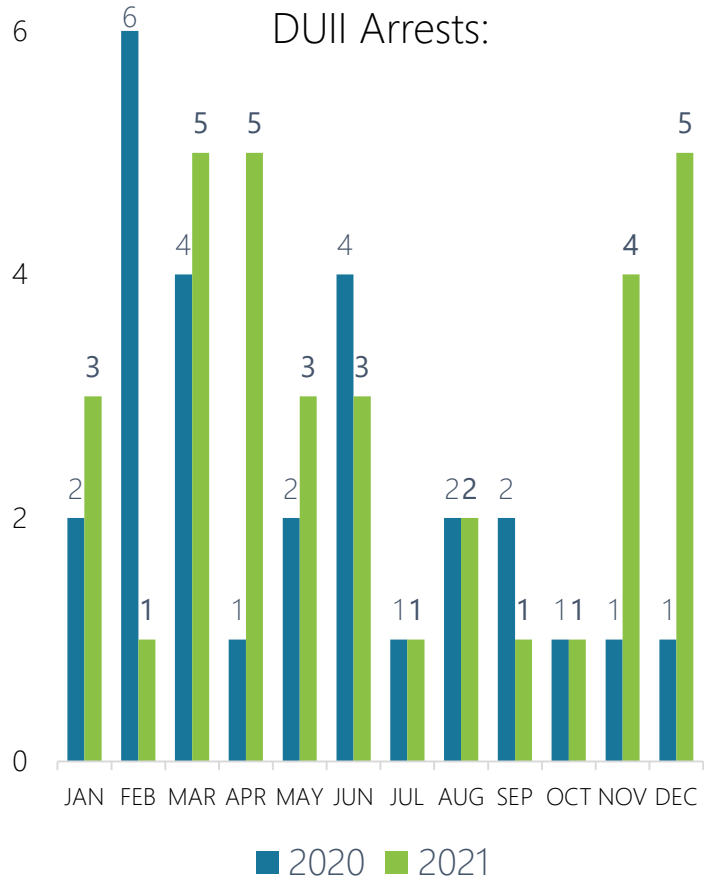


Citation Types Issued:

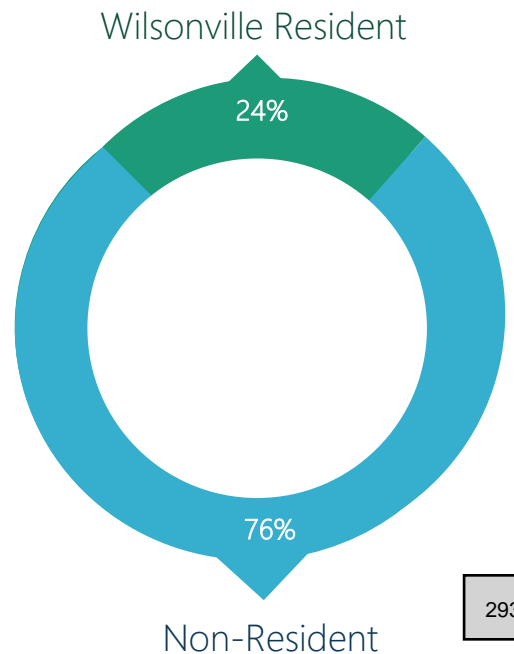
Of the 50 citations issued, 75 violations were included in the following types:



DUII Arrests:

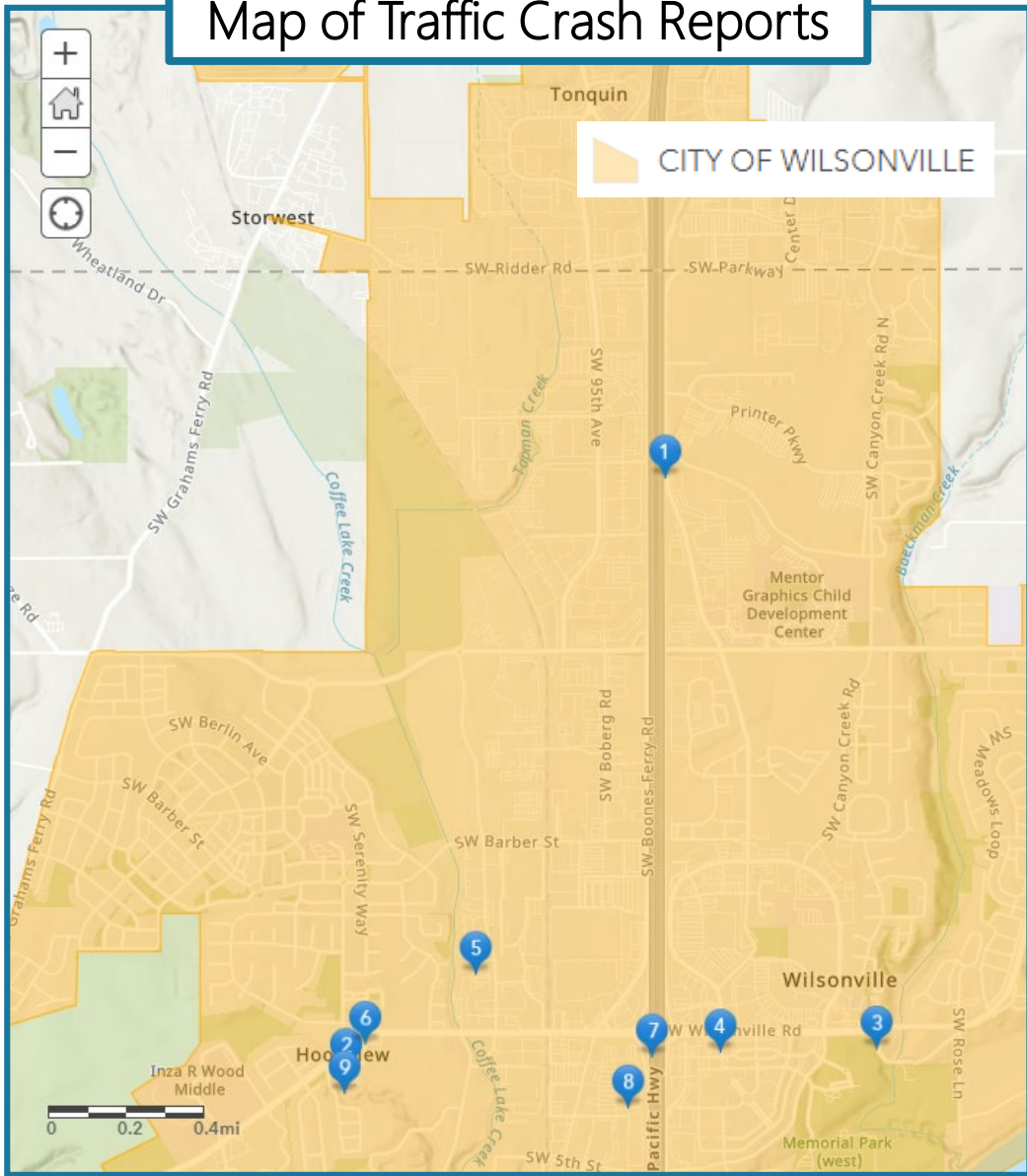


Driver's Residency of Traffic Stop Subject (according to DL):



Map #	Case	Date	Address
1	21-026386	Dec 04	SW PARKWAY AVE & SW XEROX DR
2	21-026468	Dec 06	SW WILSONVILLE RD & SW BROWN RD
3	21-026702	Dec 08	SW WILSONVILLE RD & SW KOLBE LN
4	21-027624	Dec 20	SW TOWN CENTER LOOP W & SW WILSONVILLE RD
5	21-027781	Dec 21	29605 SW KINSMAN RD
6	21-027801	Dec 21	10475 SW WILSONVILLE RD
7	21-027955	Dec 23	SW WILSONVILLE RD & I5 FWY NB
8	21-028122	Dec 26	30300 SW BOONES FERRY RD
9	21-028530	Dec 31	SW WILSONVILLE RD & SW BROWN RD

Map of Traffic Crash Reports



From The Director's Office:

The year 2021 started with the Presidents' Day winter storm in February and ended with a Holiday snow and ice event in late December giving the Public Works staff another occasion to implement our [Snow and Ice Response Plan](#).

In preparation for the inclement weather staff readied the deicer equipment, attached the snow plow blade to a truck and prepared the sanding machine for use. Anticipating the arrival of snow on the afternoon of December 25, three work teams were created and were put on rotation to provide 24 hours a day snow clearing and sanding services during the storm.

Over the next several days and nights staff applied deicer to the roadway and spread sand along areas of concern to provide better traction for vehicles. By Tuesday evening (Dec. 28), the weather cleared and staff resumed their normal work schedules.

A big thank you to the Public Works staff who provided their services 24 hours a day to ensure our community had safe travel routes.

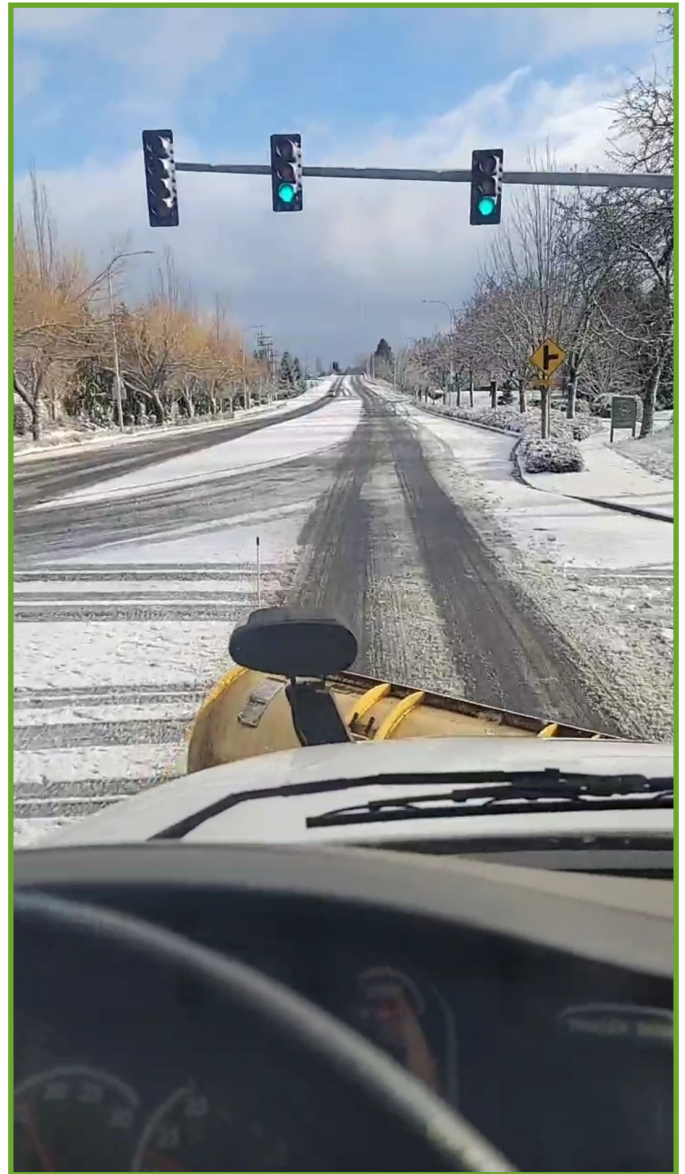


Sanding equipment on Elligsen Road

From the Director's Office, continued



Deicing the roads



View from the snow plow

**Best Regards,
Delora Kerber,
Public Works Director**

Utilities—Water

Large Meter Calibration

The accuracy of the turnout meters was verified this month. A “turnout” is where the water system transitions from the large transmission main coming from the treatment plant into the distribution piping through a pressure reducing valve. There are four turnouts in the system, each with a flow meter. A contractor verifies the accuracy of these flow meters annually using an ultrasonic flow meter clamped onto the pipe. It measures flow by transmitting and receiving a burst of ultrasound between two transducers and measuring the transit time. The ultrasonic meter readings are then compared to the turnout meter readings to determine accuracy.



Measuring flow with ultrasonic flowmeter

Control Valve Training

One staff member attended an all-day control valve training. This detailed training covered topics such as valve features and functions, pilot systems, reading pilot schematics, troubleshooting valves, and preventative maintenance. Operators practiced their skills on a simulator for hands-on experience.



Control valve training demonstration setup

Utilities—Wastewater

Manhole Repair on 95th Avenue

Staff completed repairs on damaged concrete on 95th Avenue surrounding a manhole. They cut and dug out the damaged section with a jack hammer, back filled and compacted the hole before pouring new concrete.



Sinkhole Repair at Weideman Well

The Wastewater crew also tackled a repair of a sinkhole that had developed at the Wiedeman Well. Upon investigating the sinkhole, it was discovered that the fence surrounding the well had a corner fencepost placed directly on top of a storm pipe. The top of the pipe had collapsed, creating the hole. The crew excavated the pipe and made a spot repair to resolve problem



Excavating the sinkhole

Facilities

Welcome, David and Taylor!

We have new faces on our janitorial staff! We welcome David Meine and Taylor Michael to the Facilities Janitorial crew.



David Meine

David came to us from a large home improvement store, where he honed his customer service skills and has a background in the Chemistry field.



Taylor Michael

Taylor also joins the team with a background in cleaning and customer service working as a customer service representative at a convenience store.

David and Taylor have joined forces with Nick Simonton to tackle the daunting task of cleaning the nearly 100,000 square feet of the City's facilities. Both, David and Taylor, have hit the ground running and are making a noticeable difference in the cleanliness of our buildings.

Facilities cont.

Library Landscape Refresh

The team used a mini excavator and swaploader to remove the stumps in the raised landscape bed by the Library's main entrance. The two redbuds were unfortunate casualties of the ice storm in February. Our Maintenance Specialist Daniel Morena, known for his whimsical mowing patterns and detailed landscaping skills, will put his artistic touch to the space this spring.



Working at the Library entrance



Digging in the raised bed

Snow Removal at City Facilities

As the winter weather rolled in, staff worked to quickly remove the snow from sidewalks and apply ice melt to establish safe access to City buildings. Facilities staff also assisted the Roads crew with the sanding and deicing schedule, including over the holiday weekend. A huge "thank you" to our staff for all their hard work to keep our roads clear!



Public Works parking lot— a winter wonderland

Roads & Stormwater

Falling Star (almost)

High winds dislodged the star on top of the holiday tree on Wilsonville Road at Boones Ferry Road. It presented a potential safety hazard to traffic below. Staff were not able to locate a bucket truck to complete the job. Tualatin Valley Fire and Rescue (TVF&R) kindly brought their ladder truck and assisted us with removal.



Thanks to TVF&R for their assistance!

Versatile Swaploader

Crews prep ahead for winter weather each year. Our snow event response equipment includes a five yard dump truck outfitted with a plow and sander and an F350 swaploader truck with a plow and swappable beds for sanding and deicing. Deicer is laid down on dry roadways in anticipation of freezing conditions and after plowing as weather permits. During the recent snow event, the swaploader truck was crucial for keeping snow routes, the major collector and arterial roads, clear with good traction.



Our winter weather all-star—the swaploader!



The holiday season is upon us once again. The jingle bells are jingling that old familiar tune, the slopes near the base of majestic Mount Hood are glistening with fresh powder, and tiny tots anxiously await the arrival of the best gift ever! Christmas in the Willamette Valley is indescribably special. A time when humanity embraces humanity, and our differences melt away like the hot candle wax of a menorah.

As I look forward to 2022, a year bursting with hope and overflowing with potential, I expect the coming year to serve as a gateway to a new era; a pandemic-free era, where the world has healed and love forever reigns supreme.

On behalf the entire SMART/Fleet team, I wish you all a very merry Christmas and a most prosperous and productive New Year.

Dwight Brashear
Transit Director



Fleet Services – **Scott Simonton** Fleet Services Manager

NW Natural Gas has begun construction on a new fueling station to serve SMART's CNG buses. This project will provide ten overnight fueling positions, and retain the existing fast fill capability, and will produce approximately 480 gallon equivalents of fuel daily.

The existing fuel station, constructed in 2012, provided only four overnight fueling positions, and was capable of producing roughly 150 gallon equivalents each day.



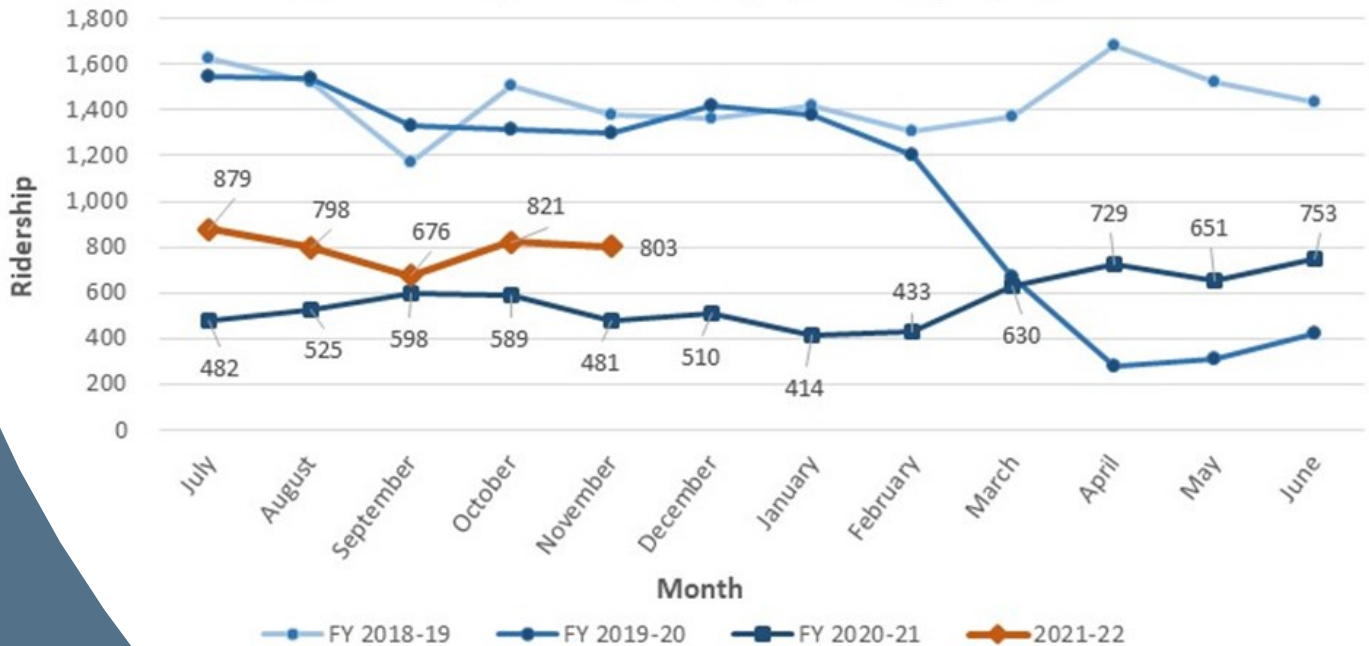
Operations - Eric Loomis Operations Manager

Fixed Route Ridership Trends by Month



Ridership continues to see regular trends comparative to previous years for both fixed route and Dial-a-Ride. Ridership is approximately 50% of pre-COVID levels. This is up significantly from 2020.

Demand Response Ridership Trends by Month



Operations - Eric Loomis Operations Manager

Beyond the Bus Ride

Every year SMART has an opportunity to be a part of the City's Family Giving program. Supervisor Gregg Johansen donates his time to transport Santa and all of the gifts to those in need. This has been a tradition for 13 years and is a great way our City employees show support to the community we work for.

SMART continues to provide the transportation of meals for the City's nutrition program. Through rain, snow, and ice our professional drivers are able to deliver meals throughout the community every day without interruption. This program has been especially important in the era of COVID-19 to help protect vulnerable populations by limiting exposure to crowded grocery stores. Our drivers and Fleet team continue to operate with industry best practices in keeping vehicles disinfected and transporting these meals safely.



Grants & Program Manager - Kelsey Lewis

This month our focus has been planning projects and programs for next year. We plan to reinvigorate some programs like travel training, and launch new ones, like vanpooling. SMART has benefitted from Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) dollars for operations, and staff are in the process of closing out that grant now.

Happy Holidays!



**Transportation Options - Michelle Marston
Program Coordinator**

For December outreach has been primarily through social media.

Recent posts are focused on keeping folks up to date on any weather induced delays or closures, a hiring campaign, and holiday service closures.

Feliz Navidad!

