



## CITY COUNCIL AGENDA

August 21, 2023 at 7:00 PM

Wilsonville City Hall & Remote Video Conferencing

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### PARTICIPANTS MAY ATTEND THE 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 PARTICIPATE REMOTELY OR PROVIDE PUBLIC COMMENT:

Register with the City Recorder:

[CityRecorder@ci.wilsonville.or.us](mailto:CityRecorder@ci.wilsonville.or.us) or 503-570-1506

Individuals may submit comments online at: <https://www.ci.wilsonville.or.us/SpeakerCard>,  
via email to the address above, or may mail written comments to:

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.*

### REVIEW OF AGENDA AND ITEMS ON CONSENT [5:00 PM]

### COUNCILORS' CONCERNS [5:05 PM]

### PRE-COUNCIL WORK SESSION [5:10 PM]

- A. [Public Art Program Guidelines and Policy Draft \(Valentine\) \[15 min\]](#)
- B. [Public Parking Lot Regulations \(Guile-Hinman\) \[30 min.\]](#)
- C. Opioid Settlement Funds (Cosgrove) [5 min.]

### ADJOURN [6:00 PM]

### 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, August 21, 2023 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10:00 a.m. on August 8, 2023. 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.

## **CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS [7:40 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 citizen input before tonight's meeting ends or as quickly as possible thereafter. Please limit your comments to three minutes.*

4. [EnterTextHere](#)

## **MAYOR'S BUSINESS [7:05 PM]**

5. [Upcoming Meetings](#)

## **COMMUNICATIONS [7:10 PM]**

6. Representative Courtney Neron End of Legislative Session Presentation [15 min.]
7. Vietnamese Community of Oregon (Thao Từ) [15 min.]

## **COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS [7:50 PM]**

8. Council President Akervall
9. Councilor Linville
10. Councilor Berry
11. Councilor Dunwell

## **CONSENT AGENDA [8:10 PM]**

12. [Resolution No. 3073](#)

[A Resolution Of The City of Wilsonville Approving A Construction Contract With Buell Recreation LLC For The Sofia Playground Replacement Project. \(Schull\)](#)

13. [Resolution No. 3078](#)



[A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Construction Contract With 3 Kings Environmental, Inc. For The Demolition Of The Kiva Building \(CIP # 8153\). \(Montalvo\)](#)

14. [Resolution No. 3080](#)

[A Resolution Of The City Of Wilsonville Authorizing South Metro Area Regional Transit \(SMART\) To Purchase One Battery-Electric Replica Trolley From Schetky NW Sales, Inc. \(Simonton\)](#)

15. [Minutes of the July 17, 2023 City Council Meeting. \(Veliz\)](#)

**NEW BUSINESS [8:15 PM]**

**CONTINUING BUSINESS [8:15 PM]**

**PUBLIC HEARING [8:15 PM]**

16. [Resolution No. 3046 \(Legislative Hearing\)](#)

[A Resolution Of The City Of Wilsonville Establishing And Imposing Just And Equitable Parks, Recreation And Off Street Trail Facilities Systems Development Charges And Repealing Resolution No. 2133. \(Ammerman\)](#)

**CITY MANAGER'S BUSINESS [8:30 PM]**

**LEGAL BUSINESS [8:35 PM]**

**ADJOURN [8:40 PM]**

**INFORMATIONAL ITEMS – No Council Action Necessary**

[City Manager Reports](#)

[Council Goals Update](#)

*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 503-570-1506 or [CityRecorder@ci.wilsonville.or.us](mailto:CityRecorder@ci.wilsonville.or.us): assistive listening devices (ALD), sign language interpreter, and/or 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 aqu llas personas que no hablan Ingl s, previo acuerdo. Comun quese al 503-570-1506.*



## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> August 21, 2023		<b>Subject:</b> Public Art Program Guidelines and Policy Draft	
		<b>Staff Member:</b> Erika Valentine, Arts and Culture Program Coordinator	
		<b>Department:</b> Parks and Recreation	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input type="checkbox"/> Resolution <input 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	
		<b>Comments:</b> N/A	
<b>Staff Recommendation:</b> N/A			
<b>Recommended Language for Motion:</b> N/A			
<b>Project / Issue Relates To:</b>			
<input checked="" type="checkbox"/> Council Goals/Priorities: 5.3 Establish the Arts and Culture Board (and fund a feasibility study for performing arts facility.)	<input checked="" type="checkbox"/> Adopted Master Plan(s): Arts, Culture, and Heritage Strategy – Adopted 2020	<input type="checkbox"/> Not Applicable	

### ISSUE BEFORE COUNCIL:

Staff is seeking City Council review and feedback on the draft Public Art Policy and Guidelines.

## EXECUTIVE SUMMARY:

The City of Wilsonville has a robust Public Art Collection of over 20 pieces; however, there has never been a Public Art Policy to guide the program. A public art policy is the first step to legitimize, as well as establish the City's Public art program. Within the policy includes goals of the program as well as outline procedures, processes, best practices and guidelines. Creating a policy is critical to guide the work of City Staff and the Arts, Culture and Heritage Commission (ACHC). The policy will also create transparency for both community members and artists, to understand equity regarding the processes for selecting artists, specific designs, final artwork, etc.

The City Council approved [Resolution No. 2857](#), adopting the Arts, Culture and Heritage Strategy (ACHS) in November 2020, which included many key findings including that "Public Art is recognized as a significant cultural asset in Wilsonville." Additionally, recommendations that came from the ACHS include:

- Recommendation #6, "Develop a long-term, sustainable public art program," and,
- Recommendation #4, "City forms an Arts and Culture Commission and provides support staffing resource."

In order to develop a long-term, sustainable public art program, a vision for the program and public art collection is needed, as well as goals and standards, and policies and procedures for commissioning artwork. This is all included in the attached Public Art Policy and Guidelines Draft.

Public Art best practice includes issuing a Request for Qualifications (RFQ) for a specific project in order to evaluate the artist's experience, aesthetic, body of work, etc. Best practice, resulting in the most successful projects, include selecting an artist and then a back and forth process between the community, City, stakeholders, etc. and the artist(s) so that the artist(s) can create an original piece of work designed specifically for The Client (City of Wilsonville) as well as designed specifically for the physical space and project goals/themes. The majority of the City's current public art collection has not followed these processes, which has resulted in a collection that lacks relativity to the community, residents, and City.

Public Art best practice and standards also include multiple panel reviews to review and decide on selected artist(s) and their design/artwork. The ACHC will serve as the primary review panel for Public Art. In addition to the ACHC, non-voting advisors may also be added to a panel such as site users, adjacent property owners, public art specialists, City staff, etc. The ACHC was formed to be representative of the entire community, thus as it is written in the policy draft the ACHC are the deciding review body when selecting artists and artwork. However, in accordance with Wilsonville City Code Section 2.313(1)(a), if the cost of a proposed Public Art project is expected to exceed \$100,000, the City Council must approve the contract for the procurement of the artwork.

The ACHC has been meeting since April 2022 and several meetings have been focused on providing the ACHC with education regarding public art programs, policies and funding. The ACHC has also reviewed the draft policy at multiple meetings. Additionally the draft policy was circulated to the Executive Team for input and feedback, and received a thorough review from the Legal Department. Staff also reviewed several other City's Arts Policies, as well as worked with other Public Art professionals in the field to review and provide feedback to the policy, including Consultant Bill Flood who completed the City's ACHS.

**EXPECTED RESULTS:**

- Present Council with the draft Public Art Policy and Guidelines
- Collect feedback
- Answer questions

**TIMELINE:**

- Draft Public Art Policy and Guidelines refinement based on City Council and ACHC feedback.
- Staff will return to a future City Council meeting for the draft Public Art Policy and Guidelines to be officially adopted.

**CURRENT YEAR BUDGET IMPACTS:**

There are no budget year implications specifically related to the draft policy.

**COMMUNITY INVOLVEMENT PROCESS:**

The ACHC reviewed and provided feedback on the draft Public Art Program Guidelines and Policy at their June 21, 2023 meeting. After receiving additional staff input and Legal's review of the draft, staff brought it back to the ACHC and they reviewed it again at their July 19, 2023 meeting.

Staff plans to bring the draft policy back to a future ACHC meeting, in order to receive their final review as well as receive a motion to forward the policy onto City Council for final approval.

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

The Public Art Program Guidelines and Policy will over time allow the City of Wilsonville to commission additional Public Art pieces that contribute to the City's cultural, social, and economic value.

**ALTERNATIVES:**

N/A

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENT:**

1. Draft Public Art Program Guidelines and Policy

# City of Wilsonville

## Public Art Program Guidelines and Policy

### I. PURPOSE

Cities gain significant cultural, social, and economic value through public art. Public art is a distinguishing part of our shared history and our evolving culture. It reflects and reveals our society, adds meaning to our cities and uniqueness to our communities. Public art humanizes the built environment and invigorates public spaces. It provides an intersection between past, present and future, between disciplines, and between ideas. Public art is freely accessible.

The purpose of the City of Wilsonville's (the City's) Public Art Program is to promote the acquisition, construction, installation, restoration and maintenance of a public art collection in Wilsonville (respectively, the Public Art Program and the Public Art Collection). The City's Public Art Program is a collaborative endeavor between the City, its community, and artists. The Public Art Collection may include both artworks that are owned by the City and artworks that are leased by the City; references to the "Permanent Public Art Collection" in this policy document (this Policy) are to only artworks that are owned by the City.

This Policy identifies goals, standards, procedures and best practices for the Public Art Program. This Policy must be followed by City staff; the Arts, Culture & Heritage Commission (ACHC); any subcommittee of the ACHC; and all other applicable governing bodies of the City, including, but not limited to, the City Council.

### II. HISTORY OF THE PUBLIC ART PROGRAM

The City Council approved [Resolution No. 2857](#), adopting the Arts, Culture & Heritage Strategy in November 2020, which includes:

- Recommendation #6, "Develop a long-term, sustainable public art program," and,
- Recommendation #4, "City forms an Arts and Culture Commission and provides support staffing resource."

The City Council formed the ACHC in December 2021 via [Resolution No. 2941](#), which began meeting in April 2022, and hired an Arts and Culture staff person in November 2022 to propel the recommendations within the Arts, Culture, and Heritage Strategy forward.

The majority of the City's current Public Art Collection was obtained by the nonprofit organization, Wilsonville Citizens for Public Art in the 2000's.

### III. KEY OUTCOMES AND GOALS

**The City's Mission is:** "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."

**The ACHC's Mission is:** "To enhance the Wilsonville community by supporting, advocating and advising on matters relating to advancing arts, culture & heritage. We strongly believe residents' lives are enriched and enhanced through a thriving arts and culture environment."

The City's Public Art Program supports these missions by developing projects and programs that:

- Celebrate the community;
- Tell and preserve stories that are unique to the City's community (e.g., stories about its history, heritage, culture, landscape, and natural environment);
- Create opportunities for the public to experience and appreciate art outside of traditional settings;
- Foster appreciation of arts, culture, heritage, and the natural environment among the public;
- Foster creativity and freedom of expression among the public;
- Inspire a deeper connection to place, civic pride and a strong sense of community identity among the public;
- Encourage the community to experience art, value art spaces, appreciate diversity and participate in the creative process;
- Increase accessibility and visibility of the arts throughout the community;
- Showcase artwork that intrigues, attracts visitors and broadens the community's experience; and,
- Support creativity by inviting artists to create new, site-specific work, unique to Wilsonville with varied opportunities for a diverse range of artists, mediums and styles.

#### IV. PUBLIC ART DEFINED

Public Art is defined as original works of art, created by artists that are accessible to the public. Public Art may be placed on land within public view or that is accessible to the public, or in public places such as on City property (e.g., City-owned parks or on the interior or exterior of a City-owned facility). Public Art may be permanent or temporary, fixed or portable, an integral part of a building, facility, park or structure, or integrated with the work of other design professionals and artists.

Public Art includes, but is not limited to:

- Paintings of all mediums, including permanently affixed works such as murals;
- Sculpture, which may be made of any material or combination of materials, free-standing, wall-supported, suspended, kinetic, electronic, or mechanical, and which may include sound or performance;

- Other visual mediums, including, but not limited to, prints, drawings, stained glass, calligraphy, mosaics, photography, film, video, ceramics, fiber or textiles;
- Artwork made of a wide range of materials, including, but not limited to organic natural materials (e.g., clay, wood, or rocks);
- Functional artwork that possesses practical or functional qualities as well as aesthetic ones;
- Temporary artwork or installations (e.g., 'pop up'); and,
- Performance art (e.g., dance, music, and poetry reading).

The following items are not considered Public Art:

- Directional elements such as super graphics, signage or color-coding, except where these elements are an integral part of the original artwork;
- Art objects that are mass-produced from a standard design (e.g., reproductions of original artworks, playground equipment, commercially produced fountains, flags, or banners); and,
- Services or utilities necessary to operate or maintain an artwork (e.g., water supplied to a water fountain).

## **V. FUNDING**

The City's Budget Committee and City Council may consider annual budget allocations to support the City's Public Art Program. Various funding sources (e.g., grants, percent for art ordinance) may be researched and pursued as recommended by the ACHC and directed by the City Council.

The Public Art Program may receive funding from the capital projects process to support art projects that may accompany major capital projects or park development.

## **VI. MANAGEMENT**

### **A. City Departments**

The Public Art Program is managed and administered by the City's Parks and Recreation Department. The City's Parks and Recreation Department may seek input and collaboration from other City departments, as necessary.

With respect to the Public Art Program, City staff duties include, but are not limited to, the following:

- Manage the Public Art Program and facilitate communication among Public Art Program stakeholders (e.g., City departments, the ACHC, artists, and cultural organizations);
- Identify Public Art Program project opportunities and coordinate development of Public Art Program project opportunities identified by the ACHC;

- Oversee and manage projects that are a part of the Public Art Program, which includes, but is not limited to:
  - Maintaining and updating all forms and templates related to the Public Art Program, including the Donation/Loan Proposal Form used for in kind donations of artwork;
  - Overseeing project timelines;
  - Presenting project updates to the ACHC;
  - Administering the artist selection process;
  - Working with the City's Legal Department to manage the contracting process with artists and other Public Art Program participants; and
  - Coordinating community engagement and publicity of Public Art Program projects;
- Oversee, maintain and manage any funds remitted to the City's Parks and Recreation Department in connection with the Public Art Program (e.g., the proceeds from the sale of an artwork in the Public Art Collection) in accordance with this Policy; and,
- Oversee, maintain and manage the Public Art Collection.

## **B. Consultants**

The City may retain the services of one or more consultants to advise City staff on issues arising under the Public Art Program or to oversee an aspect of the Public Art Program, subject to the oversight of City staff.

## **C. The ACHC**

The ACHC serves as an advisory board to the City Council, City departments, and staff that manage the Public Art Program. The ACHC is subject to its [Bylaws, which were ratified by City Council pursuant to Resolution No. 2941](#).

### **1. Public Art Subcommittee**

The ACHC may form a Public Art Subcommittee, appoint members of the Public Art Subcommittee, and may delegate its limited authority to the Public Art Subcommittee. Once a Public Art Subcommittee is formed duties may include:

- Making recommendations to the ACHC regarding the Public Art Program (e.g., potential new members of the Public Art Subcommittee, potential sites for future placement of Public Art);
- Evaluating and assessing the City's Public Art Collection; and,
- Participating in the artist selection process.

Public Art Subcommittee members may be, but are not required to be, members of the ACHC.

### **2. Restriction on Direct Financial Benefit for ACHC Members and Affiliates**



If a person serves on the ACHC, that person, their relative(s) and/or any of their businesses (as those terms are defined in ORS 244.020) is not eligible to receive any direct financial benefit from the City's Public Art Program during their tenure on the ACHC. This restriction extends for a period of one year following the end of their service on the ACHC, and indefinitely for projects that were developed or acted upon during their tenure on the ACHC.

## **VII. ACQUISITION OF PUBLIC ART**

The City may acquire artwork for the Public Art Collection in four ways, by: commissioning artwork, purchasing existing artwork, leasing artwork, or accepting a donation of existing artwork.

### **A. Commission of Artwork**

The ACHC may recommend to the City Council or City staff a public artist selection process under this section, subject to compliance with the restrictions in this Policy, any applicable laws, and oversight by City staff.

#### **1. Procurement Processes**

City staff are responsible for selecting and undertaking the appropriate procurement process, and ensuring the City's compliance with state and local public contracting laws at all phases of a project:

- Public Improvements. A "Public Improvement" is a project for construction, reconstruction, or major renovation on real property by or for the City (ORS 279A.010(1)(cc)). Generally, artwork will not meet the definition of Public Improvement, but in the event it does, the City will follow state and local public contracting laws and regulations for the selection of the successful bid, including, but not limited to ORS 279C.300 *et seq.* and OAR Chapter 137-049.
- Large Projects That Are Not Public Improvements. A project that is estimated to cost more than \$10,000 and that is not a "Public Improvement" must be conducted using a request for qualification (RFQ) process in accordance with applicable law and established City processes.

For those artists that are selected as finalists through the RFQ process, the City will provide a request for proposals (RFP), whereby finalists may be asked to develop a preliminary proposal which will be evaluated by a Panel. The City may elect, in its sole and absolute discretion, to remit a small payment to artists who are selected to participate in a RFP process and submit a proposal to the City.

- Small Projects That Are Not Public Improvements. With respect to a project that is estimated to cost \$10,000 or less and that is not a "Public Improvement," including temporary art, City staff may elect to issue a less complex "call for art" application. A call

for art application process should be utilized when working with youth artists. A work of art is considered “temporary” if it is accessible to the public for two (2) years or less.

## **2. Artist Selection Panels**

Each artist that participates in the Public Art Program must be selected and approved by an artist selection panel (a Panel, each member being a Panelist). Each Panel must also approve each project proposal submitted by each selected artist.

### **a. Panel Appointment**

The ACHC must designate each Panel, which may be the ACHC itself or the Public Art Subcommittee. The ACHC may appoint non-voting advisors to a Panel, as it deems necessary or beneficial (e.g., site users, public art specialists, City staff).

### **b. Disclosure of Conflict of Interest**

Any member of a Panel is subject to Oregon Ethics Laws concerning conflicts of interest (e.g., ORS Chapter 244).

## **3. Panel Administration**

City staff facilitate and administer Panel activities.

Prior to a Panel’s first meeting, and for each particular project, City staff must:

- Pre-screen applicants to verify that each applicant presented to the Panel meets any minimum qualifications that have been established by City staff;
- Develop goals and specifications that apply to a project;
- Determine which procurement process is appropriate for a particular project; and,
- Send each Panelist a project description along with written instructions outlining the selection process, decisions that must be made by the Panel, his or her duties and responsibilities in this selection process, potential issues or concerns that may affect artist selection, and recommended interview questions.

All project proposals must be reviewed by the Community Development Department to ensure all permitting, construction, building, public safety, and other regulatory issues have been addressed and, where applicable, mitigated prior to final selection of an artist.

## **4. Artist Roster**

City staff may maintain a list of pre-qualified artists, which should be updated periodically. This list should include established and emerging artists; and, local, regional and national artists. Further, this list should include any known information regarding each artist’s medium, and fee range. Portland’s Regional Arts and Culture Council and Oregon Arts Commission maintain rosters may be used as a resource by City staff to develop this list.

## 5. Evaluation Criteria

Panelists must consider the following characteristics to evaluate artists and project proposals from artists:

- Satisfaction of acceptance criteria outlined in Section VII.D;
- Artistic excellence and quality;
- Ability to respond to the specific contextual issues and considerations of a particular project, site location, its community and users;
- Ability to successfully manage all aspects of the project including budgets, committees, sub-contractors, installers, fabricators and other construction and administrative logistics;
- Credentials including experience, past clients, training and critical or other professional recognition;
- Connection between the proposed project and the City's community or region;
- Willingness and experience working with input from the community and various stakeholders; and,
- Ability to contribute to both the diversity of artwork (temporary or permanent, style, scale, media) and artists (local and non-local, ethnic heritage, gender, etc.) represented in the Public Art Collection.

If an artist presents a project proposal, Panelists must also consider the following factors:

- The proposed materials, their characteristics (e.g., aesthetics, durability, ease of maintenance, susceptibility to theft or vandalism), and their appropriateness for the project;
- The proposed method of installation;
- The safety of the proposed artwork; and,
- The proposed budget and cost of the project.

## 6. Ineligibility and Eligibility Criteria

Artists are not eligible for consideration if they are currently engaged in a Public Art Program project, nor are artists be eligible to receive more than one commission in connection with the Public Art Program in a three-year period. This criterion is designed to foster a broad and diverse Public Art Collection.

City staff, with or without a Panel or the ACHC's recommendation, may establish other ineligibility or eligibility criteria.

## 7. Approval by Panel

Panel decisions are made by a vote of a simple majority of Panelists.

The Panel may impose conditions of approval regarding deadlines or timelines, necessary permits, or any other details deemed significant by the Panel.

Panelists may elect to not recommend any artist for a project, in which case City staff may recommend another artist selection process or an alternative process to the ACHC.

## **8. Approval by the ACHC**

The ACHC must approve the selection of an artist to participate in the Public Art Program. If the Panel did not consist of the entire ACHC, the Panel must forward its recommendation to the ACHC for approval. If the ACHC disagrees with the Panel's recommendation, it must direct City staff to reconvene the Panel and designate a representative to present specific concerns to the Panel for its consideration.

## **9. Approval by City Council**

In accordance with Wilsonville City Code Section 2.313(1)(a), if the cost of a proposed Public Art project is expected to exceed \$100,000, the City Council must approve the contract for the procurement of the artwork.

### **B. Purchase of Artwork**

Before purchasing an artwork for the Public Art Collection, City staff must establish that the artwork meets at least one of the following criteria:

- The proposed artwork relates to a program, building or event in the City;
- The proposed location for the artwork is unique and none of the existing artworks in the Public Art Collection are appropriate for the proposed location; or
- More than 50% of the cost of the proposed artwork is being funded through grants and or donations.

Before the ACHC conducts its review of a proposed purchase of artwork, City staff must compile a packet that includes the following materials:

- Information about the artwork proposed to be purchased, including, but not limited to, photographs, slides, renderings, descriptions of size, weight, medium, year of creation, maintenance requirements;
- The artist's resume or other information about the artist's background; and,
- Documentation establishing the seller as the clear and unencumbered titleholder of the artwork.

The ACHC must consider a proposed purchase of artwork using the acceptance criteria outlined in Section VII.D before recommending approval of the City's purchase of an artwork.

### **C. Donations**

The ACHC must review all donation applications and may recommend acceptance or refusal of a donation. The ACHC may make recommendations regarding donated artwork (e.g., regarding siting, installation, maintenance, long-term conservation and funding requirements, and Deaccession) to City staff once artwork is accepted into the Public Art Collection, or on an ongoing basis.

### **1. Monetary Donation**

The ACHC must review all proposed monetary gifts and may recommend acceptance or refusal of a donation. The ACHC's review of a proposed monetary gift must include a review of a writing from the proposed donor that gives some information about the donor's background, and that states any stipulations regarding the use of proposed donation; further, the ACHC must consider any recommendations from City staff.

If there are stipulations on the use of the funds, City staff must provide a recommendation to the ACHC after reviewing for feasibility and appropriateness.

### **2. In-Kind Donation**

Before the ACHC conducts its review of an in-kind donation (i.e., a donation of artwork), City staff must compile an application packet that includes the following materials:

- A Donation/Loan Proposal Form;
- Information about the artwork being offered for donation, including, but not limited to, photographs, slides, renderings, descriptions of size, weight, medium, year of creation, maintenance requirements;
- The artist's resume or other information about the artist's background; and,
- Documentation establishing the donor as the clear and unencumbered titleholder of the artwork.

The ACHC must consider a proposed purchase of artwork using the acceptance criteria outlined in Section VII.D before recommending approval of the City's purchase of an artwork.

The City may accept donated artwork without a valuation for tax purposes. City staff must clearly communicate to the donor that the City disclaims responsibility for establishing the value of the donated artwork.

### **3. Gifts of State**

The City, through its Mayor, City Council or various agencies, periodically receives gifts of artwork from official representatives of other cities, states and governmental agencies. City staff must refer all such "gifts of state" to the ACHC for its recommendations.

## **D. Acceptance Criteria Applicable to All Public Art Program Artworks**

The ACHC must review any proposed commission, lease, purchase, or donation of artwork for artistic merit, site appropriateness, potential liability, safety, cost of installation, cost of maintenance and any seller or donor stipulations to approve or deny the gift. An artwork may not be accepted into the Public Art Collection if the following criteria are not satisfied, which must be determined and documented by the ACHC, in consultation with City staff, prior to accession:

- The artwork must be an original and unique work, or a limited edition artwork;
- The artwork may not be a duplicated copy or reproduction;
- If the authenticity of an artwork could reasonably be questioned, it must be authenticated by a reputable authority;
- There must be a budget allocation available for the acquisition and other associated costs (e.g., transportation, installation of the artwork, installation of a plaque or signage, and maintenance); and,
- The City must be able to adequately and safely display, and maintain and reasonably secure the artwork.

Factors affecting these considerations may include materials, construction, durability (long and short term, depending on the intended life of the artwork), maintenance requirements, repair costs, potential for theft or vandalism, public access, and safety.

## **VIII. LEGAL REQUIREMENTS**

### **A. Compliance with Law**

Regardless of how an artwork is accepted into the Public Art Collection, City staff must ensure compliance with all applicable federal, state, and local laws and regulations during all phases of the acquisition process, including, but not limited to:

- Oregon Revised Statutes Chapters 279A through C, regarding Public Contracting – Public Procurements, as applicable
- Oregon Revised Statutes Chapter 244, regarding Government Ethics
- Wilsonville City Code Sections 2.311 to 2.319, regarding Public Contracts
- Wilsonville City Code Chapter 3, regarding City Property
- Wilsonville City Code Chapter 9, regarding Structures (the City of Wilsonville Building Code)
- The Visual Artists Rights Act of 1990

City staff must work with the City Attorney to determine which laws are applicable to a particular project or process, and to develop a compliance strategy.

### **B. Artist Agreements**

Regardless of how an artwork is accepted into the Public Art Collection, before the City takes possession of the artwork, City staff must ensure that each artist who may have rights to the

artwork has signed a contract with the City that details the terms and conditions that apply to the parties' relationship, including, but not limited to:

- The City's requirements or any applicable specifications;
- Any City obligations (e.g., the City's agreement to display the artwork for a certain period of time);
- Any fee payable to the artist;
- Any deadlines applicable to the artist's work;
- If the seller or donor is the artist, a disclosure of the artist's designated heir(s) or legally recognized representative(s) (the Successors), an obligation for the artist to update the City of any changes to his or her Successors, and an acknowledgement that the City has no obligation to independently identify or locate the artist's Successors when the artwork is Deaccessioned; and
- The City's rights to Deaccession or decline to display the artwork.

Such contracts must clearly specify whether: (a) title to the artwork will be merely licensed or leased to the City on a temporary basis, and the artist will retain his or her rights under the Visual Artists Rights Act of 1990 (VARA), or (b) the City will take title to the artwork, and the artist will waive his or her rights under VARA. Any waiver of rights under VARA must be specific and explicit.

### **C. Transfer of Title**

City staff must consult with the City Attorney to determine whether it is necessary or beneficial for clear title to the artwork to be transferred to the City. If transfer of clear title is necessary or beneficial, as determined by City staff, City staff must ensure that before an artwork is accepted into the Public Art Collection, the City receives a signed bill of sale from the donor(s), owner(s) or artist(s) in a form that is approved by the City Attorney.

## **IX. MAINTENANCE**

### **A. Regular Maintenance**

The City recognizes that maintenance of artwork on a regular basis is essential to maintain its integrity and condition. City staff must reasonably assure that all art work on public land is properly cleaned and protected, taking into account the recommendations of the artist as stated in the maintenance criteria provided by the artist during installation.

### **B. Restoration**

This section applies to only the Permanent Public Art Collection.

If an artwork requires major repair work, the City must give the original artist the opportunity to do the repair for a reasonable fee. If the City and the original artist disagree regarding what constitutes a reasonable fee, City staff may solicit bids for the repair from three other qualified sources. If the fee payable to the original artist can be renegotiated within the range of the three

other bids, the City may work with the original artist to complete the repair. If the original artist does not agree to a fee that is within the range of the other three bids, the City is not required to work with the original artist to complete the repair.

Minor repair work, or damage or vandalism to the base, plaque, frame, lighting or other elements of an artwork that are not considered to be a part of the actual artwork may be repaired as needed by City staff or contractors without consulting or collaborating with the original artist. The City may decide, in its sole discretion, if a repair is major or minor.

If Damage to an artwork constitutes a health or safety risk to the community, the City may remove the art or make emergency repairs as needed, in its sole discretion, without contacting or consulting with the original artist.

### **C. Funding for Maintenance and Restoration**

Maintenance and restoration of the Public Art Collection is funded by the Parks and Recreation Department as approved by Council as part of its annual budget process.

## **X. DEACCESSION**

Deaccession is the process of removing a work from the Public Art Collection. Deaccession is a sensitive matter and should be managed by clear criteria. The ACHC may recommend approval any decision to Deaccess an artwork in the Public Art Collection using the acceptance criteria outlined below.

This section applies to only the Permanent Public Art Collection.

### **A. Deaccession Criteria**

An artwork may be Deaccessioned only if at least two of the following criteria are satisfied:

- The condition or security of the artwork cannot be guaranteed, or the City cannot properly care for or store the artwork
- The artwork requires excessive maintenance
- The artwork has serious faults in design or workmanship
- The condition of the artwork requires restoration in excess of its monetary value, or is in such a deteriorated state that restoration would prove either unfeasible or would render the work essentially false
- The artwork is of poor quality or is judged to have little artistic merit, historic or cultural value
- The site for the artwork has become inappropriate, is no longer accessible to the public, is unsafe or is due to be demolished
- Significant changes to the use, character or design of the site require the re-evaluation of the relationship of the artwork to the site
- The work can be sold to finance, or can be traded for, a work of greater importance by the same artist



- There has been sustained and overwhelming public objection to the artwork
- A written request from the artist has been received to remove the work from public display

If artwork, damaged or otherwise, constitutes a health or safety risk to the community, the City may remove, Deaccession or relocate the artwork as needed, in the City staff's sole discretion, without contacting the artist.

## **B. Initiation**

Deaccession may be initiated by City staff, the City Council, the ACHC, the artist, or the artist's Successors. The initiating party must submit the Deaccession request to City staff overseeing the Public Art Program, and must include the following information:

- Any applicable Deaccession criteria (outlined above),
- Any additional reasons why the artwork should be Deaccessioned, and,
- An explanation of the initiating party's relationship to the artwork and stake in Deaccession.

A Deaccession request is first reviewed by City staff, who must make a reasonable effort to contact the artist, any Successors, and any other known parties with a vested interest in the artwork. City staff must work with the City Attorney to ensure that any Deaccession process complies with any applicable laws.

City staff must facilitate the ACHC's review and approval or disapproval of a Deaccession request.

## **C. Artist's Right of First Offer**

If the ACHC has approved the Deaccession of an artwork, when reasonably possible, City staff must provide the artist or his or her Successors (as applicable), the opportunity to purchase the artwork for fair market value (as determined by a qualified art appraiser that is selected by City staff). If the artwork is determined to be of negligible value, the artist or his or her Successors (as applicable), must be given the opportunity to claim the artwork at their own cost. The artist or his or her Successors must elect to exercise their right to purchase or claim an artwork under this section within a reasonable period of time, which may be determined by City staff in their sole discretion.

## **D. Deaccession**

If the artist or his or her Successors do not elect to purchase or claim an artwork within a reasonable time frame, the City, at its discretion, may use any of the following methods to Deaccess the Artwork:

- Sale through an art dealer or by auction
- Trade or exchange of for another artwork

- Donation of a Deaccessioned artwork to a non-profit organization, institution or agency
- Destruction

An artwork may be destroyed in only the following circumstances:

- The entire artwork has been damaged or has deteriorated;
- Most of the artwork has been damaged or has deteriorated, any remaining intact parts of the artwork are deemed to have negligible value, and the artist or his or her Successors are not willing to claim the remaining parts at the artist's own cost (or City staff is unable to contact the artist or his or her Successors to coordinate their claim of the remaining parts);
- Public safety considerations support destroying the artwork; or,
- The City determines that no other method of Deaccession is feasible or cost effective.

#### **E. Use of Proceeds**

Any revenue received from the sale of a Deaccessioned artwork must be remitted to the City's Parks and Recreation Department, and must be used to acquire new artworks or maintain artworks within the Public Art Collection.

### **XI. EDUCATION AND OUTREACH**

City staff or the ACHC may recommend that the City sponsor or provide events and activities designed to foster a greater understanding of art by the City's constituents, and build community ownership of and participation in the Public Art Collection. These events and activities may include the following: workshops; artist lectures; public art tours; cooperative programs with schools and community organizations; performances; temporary projects; and, the creation and distribution of promotional information, including press releases, public service announcements, and brochures.

### **XII. WILSONVILLE PUBLIC LIBRARY**

The Wilsonville Public Library (Library) has a robust collection of donated, loaned and commissioned artworks of various mediums. The Library may manage its art collection independent of the ACHC, which includes, but is not limited to, the following activities: managing art donations to the Library, maintaining the art gallery housed in the Library, and, Deaccessioning or re-siting works within the Library's collection. When applicable and reasonable, the Library must follow the policies and procedures outlined in this policy.

Should the Library wish to commission an artwork such as a mural or permanent sculpture, Library staff must work with City staff who oversee the Public Art Program to discuss potential opportunities for collaboration.



## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> August 21, 2023		<b>Subject:</b> City Parking Lot Regulations	
		<b>Staff Member:</b> Amanda Guile-Hinman, City Attorney	
		<b>Department:</b> Legal	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input type="checkbox"/> Resolution <input 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	
		<b>Comments:</b> N/A	
<b>Staff Recommendation:</b> N/A			
<b>Recommended Language for Motion:</b> N/A			
<b>Project / Issue Relates To:</b>			
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable	

**ISSUE BEFORE COUNCIL:** Whether to consider new time-limit regulations for parking in City-owned public parking lots.

## EXECUTIVE SUMMARY:

Recent changes in state law have raised the question of whether the City should consider imposing time limits for parking in City-owned public parking lots. Namely, the state has generally limited the City's ability to impose minimum parking requirements for new development. Additionally, as part of the City's response to HB 3115 (2021) regarding camping on public property, the City offers a portion of its City Hall parking lot for limited-duration vehicle camping – 9 pm to 7 am. This staff report outlines proposed options the Council could consider to impose new time limits for the public to park in City-owned parking lots.

## 1. Background

### a. State-Mandated Exemptions to City Parking Minimums

With the adoption of new state regulations under the state's Climate Friendly and Equitable Communities (CFEC) policy, the state significantly limited local jurisdictions' ability to impose minimum parking requirements on many new developments. Attached, as **Attachment 1** is a guide that the City's Planning Department created to explain whether the new state mandate applies to new developments. As shown by the map on page 3 of Attachment 1, most properties within the city limits are exempt from the City's regulation of parking minimums. Only Charbonneau, part of Frog Pond, and the northwest area of the City are outside of the areas exempt from parking minimums.

As parts of the City develop or redevelop, such as Town Center, parking may become an increasing concern. It is possible that City-owned parking lots will be utilized by residents, customers, and employees of surrounding properties as overflow parking. The City does not currently have a mechanism to regulate the use of its parking lots.

### b. City Response to HB 3115

HB 3115 requires all cities and counties that regulate acts of sitting, lying, sleeping, or keeping warm and dry outdoors on public property to have objectively reasonable time, place, and manner regulations with regards to persons experiencing homelessness. The new law went into effect on July 1, 2023. In response to the mandate in HB 3115 to adopt objectively reasonable time, place, and manner regulations, the City adopted Ordinance No. 879 and Resolution No. 3058, which established two designated areas for camping for survival – one for vehicle camping and one for non-vehicle camping. The vehicle camping designated area is located in part of the western portion of the City Hall parking lot, and camping in the designated area is allowed from 9 pm to 7 am. Camping at any other time or in any other location outside of the designated areas is prohibited under the new City regulations.

A potential concern has arisen of how to distinguish vehicle camping from parking in the City Hall parking lot. In other words, what prevents a person from "camping" overnight in the designated area and "parking" during the day in the City Hall parking lot, thereby circumventing the intent of the City's new camping for survival regulations? While this issue has generally

been avoided through consistent outreach and education by the City's Code Compliance Coordinator, it raises the question of whether a regulation regarding parking should be considered. Coupled with the potential overflow parking issues the City may realize due to the state-mandated exemptions from minimum parking requirements, consideration of time limits in City-owned parking lots is timely.

## **2. Other Jurisdictions' Public Parking Regulations**

Staff researched other jurisdictions' regulations regarding parking lot time limits. Attached, as **Attachment 2** is a comparison to several other jurisdictions that have parking regulations. Many of the regulations discuss on-street parking, as opposed to regulation of City-owned parking lots. However, some cities, such as Tualatin and Ashland, have regulations specifically regarding City-owned parking lots. Those regulations are highlighted in Attachment 2. Generally, the adopted Code language provided general authority to the City Manager to designate locations where the City would impose a time limit for parking, rather than expressly stating the time limitations for each area in the Code. Cities likely deferred to the City Manager to identify areas to impose parking time limits to provide flexibility and nimbleness in responding to parking issues.

## **3. Recommended Code Amendment**

Staff recommend modeling a potential code amendment off of jurisdictions like Tualatin and Ashland that delegate authority to the City Manager to establish appropriate parking regulations, where needed. This will allow the City to quickly respond to specific needs for each City-owned parking lot.

### **EXPECTED RESULTS:**

Develop, adopt, and implement new City-owned parking lot regulations when and where needed. Key priorities are the City Hall parking lot, Library parking lot, and Community Center/Public Works parking lot.

### **TIMELINE:**

If Council decides to move forward with a code amendment, staff will bring forward an ordinance for consideration at Council's next two meetings.

### **CURRENT YEAR BUDGET IMPACTS:**

Minor budget impacts may exist if new signage is ordered for parking lots.

### **COMMUNITY INVOLVEMENT PROCESS:**

N/A

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

Members of the public who seek to utilize City buildings should not struggle to find parking in City parking lots. Ensuring that overflow parking does not occur and that vehicles do not remain

in a particular parking lot for extended periods of time should keep parking spaces available for public use.

**ALTERNATIVES:**

Retain status quo in which the City does not impose time limitations on parking in City-owned parking lots.

**CITY MANAGER COMMENT:**

N/A

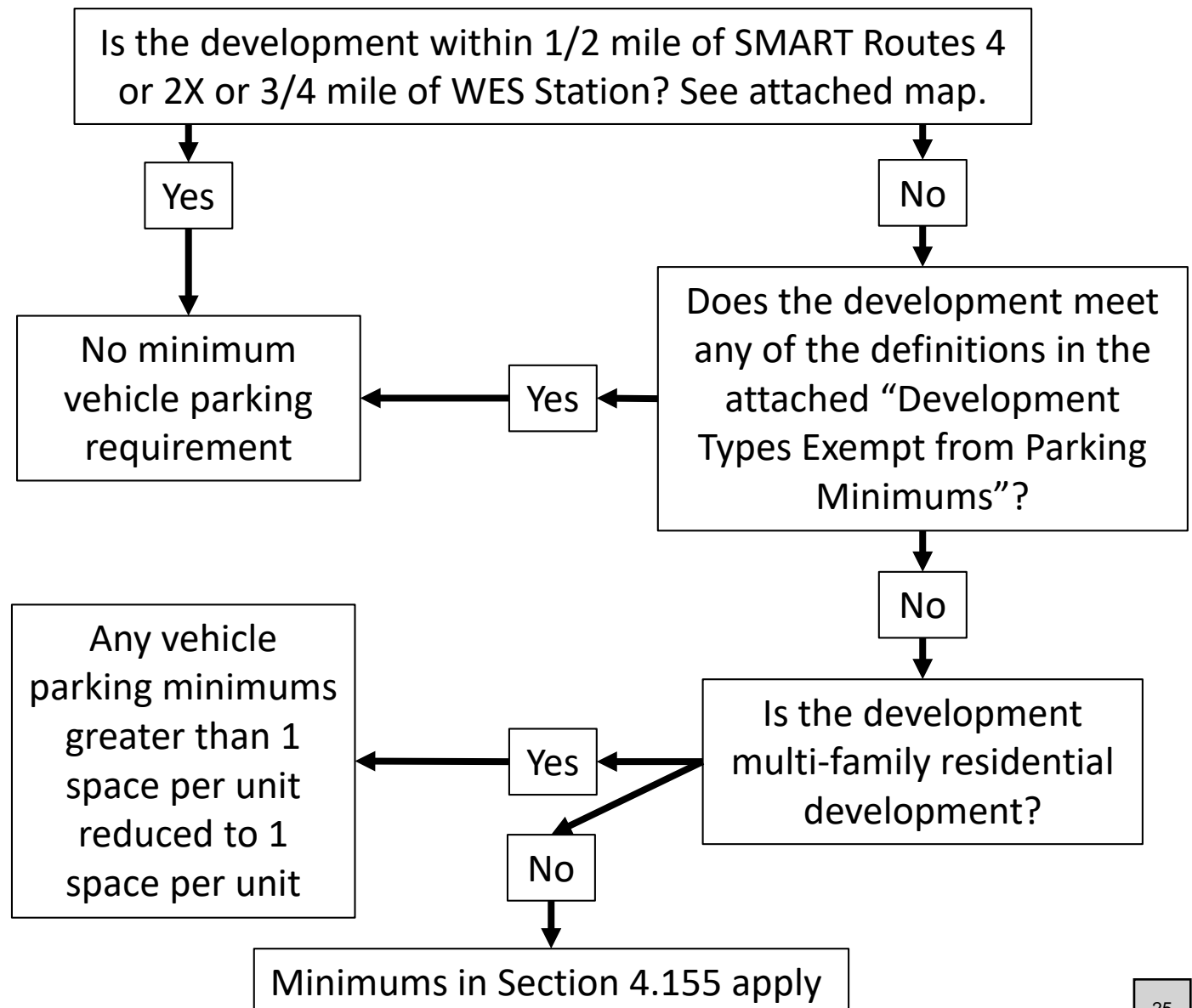
**ATTACHMENTS:**

1. City Guide to CFEC Exemptions to Local Parking Minimums
2. Comparison Chart of Jurisdictions' Parking Regulations



# Guide to Oregon Administrative Rules Superseding Parking Requirements in Wilsonville's Development Code

Pursuant to OAR 660-012-0430 and OAR 660-012-0440 certain State rules take precedence over any conflicting parking standards in Wilsonville's Development Code beginning January 1, 2023. In particular, a number of the vehicle parking minimums reflected in Table 5 of Section 4.155 are superseded. Use the following flow chart to determine what parking standards to apply.

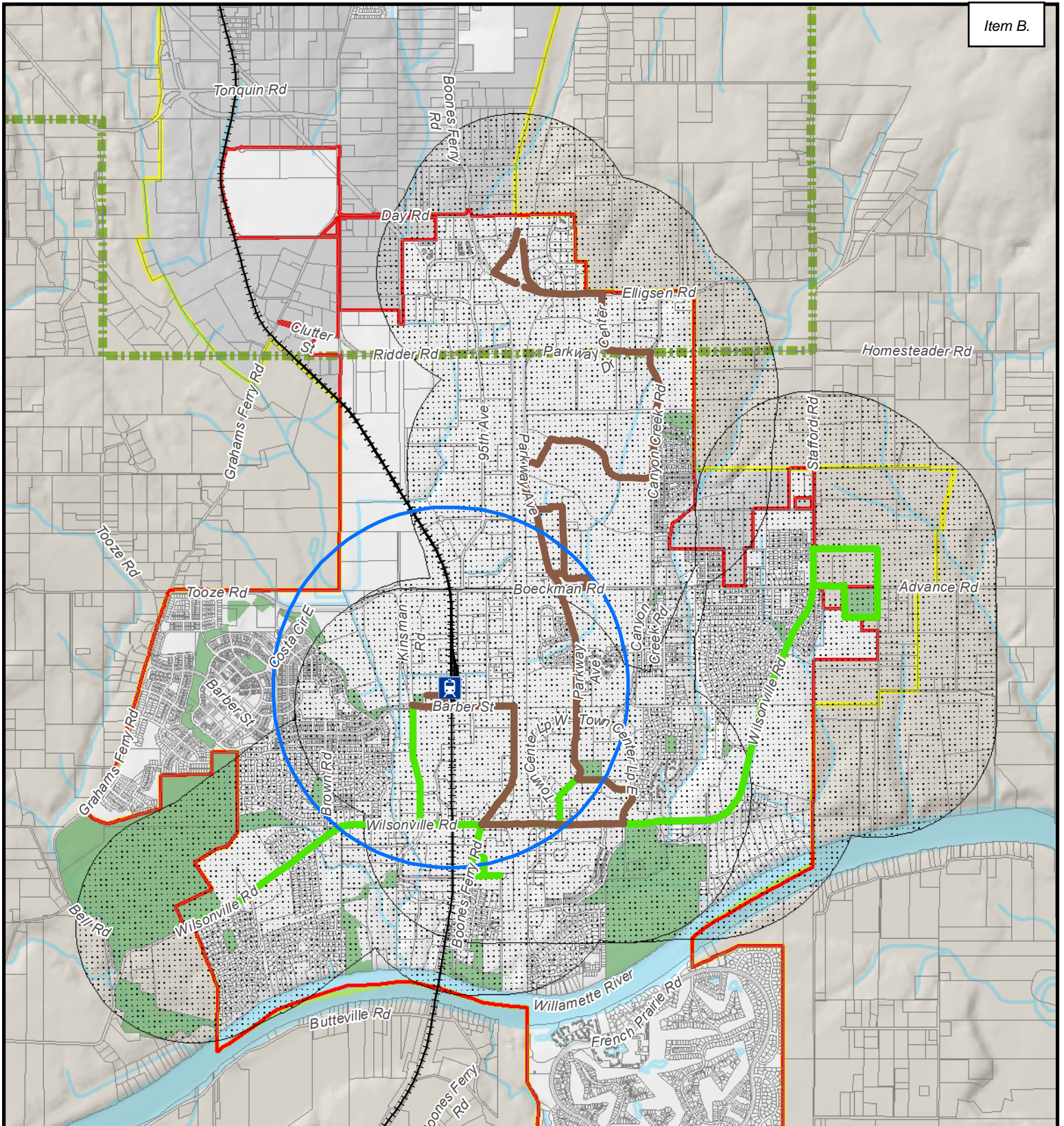


# Development Types Exempt from Parking Minimums Under OAR 660-012-0430

An Attachment to “Guide to Oregon Administrative Rules Superseding Parking Requirements in Wilsonville’s Development Code”

- Facilities and homes designed to serve people with psychosocial, physical, intellectual or developmental disabilities, including but not limited to a: residential care facility, residential training facility, residential treatment facility, residential training home, residential treatment home, and conversion facility as defined in ORS 443.400.
- Child care facility. Definition in ORS 329A.250: any facility that provides child care to children, including a day nursery, nursery school, child care center, certified or registered family child care home or similar unit operating under any name. Exemptions apply. See exemption list in ORS 329A.250 (5) (a)-(d).
- Single-room occupancy housing.
- Residential units smaller than 750 square feet. Note: Accessory Dwelling Units (ADUs) have no parking required in Wilsonville’s Development Code.
- Affordable housing. Summary of definition in OAR 660-039-0010 (see OAR for full definition): housing affordable to households making 80% or less of median income without assistance, except for spaces in manufactured dwelling parks where income is 100% or less of median income.
- Publicly supported housing. Summary of definition in as defined in ORS 456.250 (see ORS 456.250 (6) for full definition): multi-family housing receiving benefits from government assistance including HUD, Department of Agriculture. Does not include units for which developer received only fee waiver as part of development, or receives only Section 8 housing vouchers or similar.
- Emergency and transitional shelters for people experiencing homelessness.
- Domestic violence shelters.





The City of Wilsonville, Oregon  
Clackamas and Washington Counties

**Areas exempt from vehicle parking  
minimums pursuant to OAR  
660-012-0440**



- WES Stop + 3/4 Mile
- Wilsonville City Limits
- SMART 4 & 2X + 1/2 Mile
- County Boundary
- SMART Route 2X
- UGB
- SMART Route 4



1/6/2023

0 0.25 Miles

### Parking Regulation Research:

Municipality	Means Implemented	Language
<p>Tualatin  <a href="#">Here</a>            And <a href="#">here</a> on City website's parking regulation page</p>	<p>Ordinance No. 1462-21</p> <p>TMC 8-1-240 Parking Regulations and City Offices; Delegation to City Manager; Administrative Rules</p>	<p>1) Purpose. The purpose of these provisions is to provide for administrative parking regulations for all public parking spaces owned or managed by the City of Tualatin in the area more particularly described: a) the area being bounded by SW Boones Ferry Road to the North; Nyberg Street to the South; SW Martinazzi Avenue to the West; and SW Barngrover Way to the East. 2) City Manager Authority. The City Manager is delegated the parking authority and is authorized to issue administrative rules, known as Parking Rules, to govern the use of the public parking spaces provided for in subsection ( 1). 3) Public Notice. Prior to the adoption, amendment, or repeal of an administrative rule, the City Manager must: a) Give public notice of the proposed rule, that: Ordinance No. 1462- 21 - Page 2 of 3 i) Generally states the subject matter and purpose of the rule; ii) States the time, place, and manner for persons to submit data or written comments about the proposed rule; and iii) States the date upon which the rule will be adopted and effective. b) The notice must be posted on the City's website and in at least one conspicuous location in the Library. c) The City will maintain a list of interested persons for purposes of these Parking Rules and provide copies of the proposed rule to those interested persons. 4) Public Comment. Prior to the adoption of a Parking Rule, the City Manager must provide persons with not less than 15 calendar days to submit data or written comments on the proposed administrative rule. The City Manager must consider any data or comments received from persons prior to adopting the administrative rule. 5) Evidentiary Record Not Required. Unless otherwise required by law, the adoption, amendment, or repeal of a rule need not be based upon, or supported by, an evidentiary record. 6) Effective Date. Unless the City Manager specifies another date in the adoption order, all rules adopted are effective upon adoption. 7) Rules Filed with City Recorder; Publicly Available. The adopted administrative rule must be filed with the City Recorder. The City Recorder must compile all adopted rules, including any temporary or emergency rules. Copies of current administrative rules must be made available to the public on the City's website and upon request.</p> <p><b>TMC 8-1-260 - Storage on Streets and in City-Owned Off-</b></p>

Municipality	Means Implemented	Language
Tualatin Cont.		<p><b>Street Public Parking Facilities</b></p> <p>(1)Streets. It is unlawful for a person, firm or corporation to park or store a vehicle, object or matter upon a public street within the City for more than a continuous 72-hour period without first obtaining a permit from the City Manager or designee in accordance with this ordinance.(2) <b>Public Off-Street Parking Facilities.</b> Except for personal vehicles of public employees or Council members authorized to conduct City business overnight or on weekends, or except as provided in subsection (3), it shall be unlawful to park a vehicle, object or matter within any public off-street parking facility continuously for more than 24 hours. For purposes of this subsection, movement of the vehicle, object, or matter from a parked position for less than one hour shall not interrupt the continuous 24 hour period. (3)Operative vehicles which are not abandoned may park in the designated long-term spaces of the Blue and Green Public Parking Lots for more than 24 hours.</p>
Oregon City	<p>10.16.080 Parking Limit</p> <p>And 10.16.110 Parking Citation</p>	<p>A.It is unlawful and an offense for any person to park a vehicle in the parking space alongside of or next to which a parking meter or on a block with a pay station is placed in any event for a continuous period of time in excess of the time posted.B.It is unlawful and an offense for any person to permit a vehicle to remain or to be placed in any parking space alongside of or next to which any parking meter is placed or on a block with a pay station while the meter is displaying a signal showing that the vehicle shall have been already parked beyond the period of time fixed for such parking space, or the receipt from the pay station shows that the period has expired.</p> <p><b>10.16.110 - Parking citation.</b></p> <p>A.The city manager shall designate persons authorized to issue parking citations. It shall be the duty of each - such person designated by the city manager, to issue a parking citation for any vehicle parked in violation of the provisions of this code, where applicable. Such citations shall be executed in duplicate stating the location of the violation, the state vehicle license number of the vehicle, the day and hour of the offense, and be signed and subscribed by the person issuing. One of such citations shall be placed on or in the vehicle and the duplicate filed with the code enforcement</p>



Municipality	Means Implemented	Language
		<p>division. B.It is unlawful and an offense for any person to violate the provisions of Sections <a href="#">10.08.090</a>, <a href="#">10.16.070</a> through <a href="#">10.16.090</a>, or <a href="#">10.16.100</a>. Bail, as set by the court, may be paid at the police station within five days of the time of violation. Bail is the fine if no court appearance is requested. Bail, as set by the court, is required if a court appearance is requested. C.If bail is not paid within five days of the time of violation then the citation shall stand in lieu of a complaint and warrant issued as in other offenses, it being the intention of this provision that violation of said sections shall not be booked or warrant issued if the bail is paid within five days of the time of the violation.</p>
<p>Portland <a href="#">Here</a></p>	<p>Code section 16.20</p>	<p>Under <b>Code section 16.20.260</b>, the City can set time limits for on-street parking stalls. Outside of area parking permit districts, a vehicle can stay in the space for up to the time limit posted, and then must either: Move 500 or more lineal feet, measured along the curb or edge line. Move to an unregulated parking area in the same block face. Vacate the block face for at least 3 hours. In area parking permit districts, vehicles without permits must vacate the permit district for 12 hours. Time limits for on-street stalls are in effect Monday to Saturday, 8:00am to 6:00pm, unless otherwise noted on the regulatory signage. The City generally uses time limits to encourage turnover in non metered spaces. Time limits discourage commuter parking and on-street residential vehicle storage so on-street stalls are available for customers, visitors and other short term users.</p> <p><b>City Code sections 16.20.801 through 16.20.806</b> govern the establishment and administration of area parking permit programs (APPPs). Section 16.20.801 states that the purpose of APPPs is to: Increase access to residents and businesses. Reduce traffic congestion. Increase traffic/pedestrian safety. Reduce air and noise pollution. Prevent blighted areas. Promote the use of mass transit, carpooling and other alternative modes of transportation. Reduce commuter traffic that originates outside the permit area and has no apparent connection or business within the permit area.</p> <p><b>Section 16.20.830</b> sets performance-based criteria to be used to evaluate requests for new area parking permit districts. The proponents must demonstrate that occupancy for on-street parking in the proposed area is at least 75%, four days a week,</p>

Municipality	Means Implemented	Language
		<p>nine months a year, and that 25% of the vehicles occupying the on-street spaces are registered to addresses outside of the proposed permit district. The consultation and decision-making process for new APPP areas, including the required percentage of neighborhood support, is defined in section 16.20.840. New APP areas are established by Council ordinance.</p>
<p>Salem <a href="#">here</a></p>	<p>Chapter 102. Parking Section 102.055 Overtime Parking in time-limited parking zones (this is separate from metered areas which have their own statute)</p>	<p>(a) It shall be unlawful to park a vehicle in violation of the maximum time limits applicable in any time-limited parking zone. The maximum time limits in a time limited parking zone shall be a period of time, designated as the time limit on the parking control device designating the time-limited parking zone.</p> <p>(b) In all time-limited parking zones, maximum time limits shall apply to parking in the entire block, not merely to parking in one or more particular parking spaces in the block. No person in charge of a vehicle may extend the permissible time for parking the vehicle in the block by causing the vehicle to be moved from one parking space to another in the block.</p>
<p>Newport <a href="#">Here</a></p>	<p>Ordinance 2010 6.15.015 Prohibited Parking</p>	<p>No person shall park a vehicle: 1. On a bridge, viaduct or other elevated structure used as a street, unless permitted by authorized signs. 2. Obstructing a street so as to prevent or interfere with orderly two-way traffic. 3. In any alley except to load or unload persons or materials not to exceed 30 minutes, and then only in such a manner as to leave available space for another vehicle to pass the parked vehicle; 4. On a street for the principal purpose of: a. Displaying the vehicle for sale. b. Greasing or repairing the vehicle, except repairs necessitated by an emergency. c. Displaying a sign from the vehicle. d. Selling merchandise from the vehicle except in a duly established market place or when so authorized or licensed under the ordinances of the city. e. Storage for more than 72 consecutive hours. Storage includes any parking in excess of 72 consecutive hours. 5. And leave the vehicle without stopping the engine and effectively setting the brake. Police officers are authorized to turn off any vehicles left running and unattended and remove the key. The officer shall leave information as to how to claim the key. 6. In a location or at times where parking is prohibited as indicated by authorized</p>

Municipality	Means Implemented	Language
Newport Cont.		<p>signs or curb markings. B. No person shall park a truck other than a pick-up on a street at any time between the hours of 9:00 P.M. and 7:00 A.M. in front of or adjacent to a residence, motel, apartment house, hotel or other sleeping accommodation. C. No person shall park a vehicle between 11:00 P.M. and 7:00 A.M. leaving any audible auxiliary motor or engine running. For purposes of this section, “audible” means audible to humans in any public right of way or on any private residential property other than private property where the vehicle is parked with the permission of the owner, and “running” means either continuously or intermittently running, whether controlled by a thermostat, timer, or other means. D. Parking is prohibited in streets immediately adjacent to yellow-marked curbs. Parking or stopping is prohibited in streets or other public areas immediately adjacent to red-marked curbs. The above prohibitions apply unless parking or stopping is necessary to Newport Municipal Code Index Page 225 comply with traffic signs and signals, or if traffic does not permit continued movement. No other sign or wording is needed to make the prohibitions effective. The prohibitions established by this section apply if the yellow or red markings are visible, even though faded or partially obliterated. Public areas include private property designated or required as a fire lane. Curbs may be painted red on public or private property only to indicate a fire lane or other area where parking and stopping is prohibited. (Section 6.15.015(D) amended by Ordinance No. 2027, adopted on February 6, 2012; effective March 6, 2012.) E. No person may park a vehicle in a handicapped parking space without a handicapped license or permit properly displayed on or in the vehicle.</p>

Municipality	Means Implemented	Language
Lincoln City <a href="#">here</a>	<b>10.12.090 Extension of parking time.</b>	Where maximum parking time limits are designated, or when parking on a city street, right-of-way or public property exceeds 24 or 72 hours, as applicable, as in the case of prohibited storage, moving a vehicle to another public parking space on a city street, right-of-way or city property shall not extend the time limits for parking. A vehicle must be parked on private property or located outside the city for a minimum of 48 hours to restart the 24- or 72-hour clock. (Ord. 2022-43 § 2; Ord. 2019-33 § 2; Ord. 88-8 § 6.09)
Eugene <a href="#">here</a>	City Code 5.265 Parking Time Limit	[Downtown Parking is Regulated via Parking Meters or City owned Garages] Maximum parking time limits designated by sign for a block shall apply to parking in the block, not merely to parking in one or more particular parking spaces in the block. Once a vehicle has been parked for the designated maximum parking time limit the vehicle must be moved at least two blocks from the original parking location. The operator of the vehicle or its registered owner shall be regarded as prima facie in charge of it.  (Section 5.265 amended by Ordinance No. 16387, enacted February 14, 1972; Ordinance No. 20654, enacted June 21, 2021, effective July 24, 2021.
Bend		The City Manager or designee may identify areas within the City as temporary parking restriction areas and may establish durational limits or other restrictions for parking vehicles based on a reasonable determination of the safety, convenience, and necessity of the public and based on one or more of the following criteria: 1. History of citizen complaints or citations of vehicles parking against City parking regulations, BC <a href="#">6.20.005</a> , or other parking violations. 2. Evidence of a lack of adequate parking for businesses and other uses in the district, due to identified parking violations. 3. Availability of a public agency partner to share in enforcement costs. 4. Other criteria as determined by the City Manager or designee.

Municipality	Means Implemented	Language
Bend cont.		<p>B. The City Manager must adopt an administrative policy setting forth the temporary parking area, the restrictions that will be implemented, the reasons for establishing the area, the intended means of enforcement (whether by the City's parking enforcement contractor or other means), and the anticipated duration the restrictions will be in effect. Signage or other markings must be installed to inform the public of the parking restrictions. City Council must approve the extension of a temporary parking restriction area for longer than two years, or may adopt the temporary parking restriction area into the Code as a parking district. C. Temporary parking restrictions implemented under this section may not last longer than two years without City Council approval. D. Temporary parking restriction areas under this section may only be established on streets or other rights-of-way within or adjacent to lands with the following zoning designations, as defined in the Bend Development Code:</p> <ol style="list-style-type: none"> <li>1. Central Business;</li> <li>2. Convenience Commercial;</li> <li>3. Limited Commercial;</li> <li>4. General Commercial;</li> <li>5. Industrial General;</li> <li>6. Industrial Light.</li> </ol> <p>E. Temporary parking restriction areas may also be established to address items of safety, convenience, and need as described in subsection (A) of this section that occur within 500 feet of the Deschutes River, between the Bill Healy Bridge on Reed Market Road and the NW Mount Washington Drive bridge, regardless of zoning designation. F. Paid parking permits may be available within temporary parking restriction areas, as set forth in the City Council adopted fee resolution. [Ord. NS-2347, 2019]</p>



Municipality	Means Implemented	Language
Astoria	<p>City Codes:</p> <p>6.065 Prohibited Parking</p> <p>6.070 Storage of Motor Vehicles on Streets</p>	<p>Prohibited Parking. No operator may park and no owner may allow a vehicle to be parked on the street or other public property for the principal purpose of: Page 6 - 7 6.065 Astoria Code 6.085 (1) Displaying the vehicle for sale; (2) Repairing or servicing the vehicle, except repairs necessitated by an emergency; (3) Displaying advertising or selling merchandise from the vehicle, except when authorized. [Section 6.065 amended by Ordinance No. 86-16, passed October 20, 1986.]</p> <p>Storage of Motor Vehicles on Streets. No person may store or permit to be stored on a street or other public property, without permission of the council, a motor vehicle or personal property for a period in excess of 24 hours. Failure to move a motor vehicle or other personal property for a period of 24 hours shall constitute prima facie evidence of storage of a motor vehicle</p>
Ashland <a href="#">here</a>	<p>City Code 11.26.020 Prohibitions</p> <p>(Ord. 3192, amended, 11/17/2020; Ord. 3141, amended, 04/18/2017) <a href="#">here</a></p>	<p>In addition to the parking prohibitions in the motor vehicle laws of Oregon, no person shall: 1. Except where the street is marked or where officially indicated otherwise, stand or park a vehicle in a street other than parallel with the edge of the roadway, headed in the direction of lawful traffic movement, and with the curbside wheels of the vehicle within 12 inches of the edge of the curb or, if no curb, as close as possible to the edge of the shoulder; 2. Park on a street or in a City parking lot in a manner or at a time prohibited by official signs; 3. Park on a street or in a City parking facility longer than the time specified by applicable official parking signs: a. The period of time so specified shall begin when the vehicle is parked in a particular limited time zone on a particular block face; and b. The period shall be terminated when the vehicle is moved and parked on a different block face, at which time a new period shall begin as stated in subsection 3.a of this section; 4. Park so as not to be entirely within the painted lines of a single parking space; 5. Park within an area marked off by traffic markers or by painted curb or pavement; 6. Park within 10 feet of a fire hydrant or within 30 feet of a fire station; 7. Park in a street intersection, including the area used for crosswalks, or upon a sidewalk, or upon a bicycle path; 8.</p>

Municipality	Means Implemented	Language
Ashland Cont.		<p>Park upon a bridge, viaduct, or other elevated structure used as a street, or within a street tunnel, or upon any parkway, unless marked or indicated by official signage otherwise; 9. Park across or within the entrance to an alley or driveway; 10. Park in an alley, except to load and unload persons or materials for not longer than 20 consecutive minutes in any two-hour period; 11. Park in an unimproved portion of the front setback of any structure in any residential zoned district; 12. Park on any public right-of-way with expired vehicle registration; 13. Park on any public right-of-way with the principal purpose of: a. Displaying the vehicle for sale; b. Washing, greasing, or repairing the vehicle, except repairs necessitated by an emergency; or c. Selling merchandise from the vehicle, except in an established marked place or when so authorized or licensed under the ordinances of this City; 14. Park, stand or stop a truck or bus on a public street or in a public parking area with its engine running, if such engine emits exhaust fumes into the air. Vehicle engines shall be turned off when loading and unloading passengers or merchandise. This subsection shall not apply to: a. An engine running for less than five minutes; b. A vehicle in the moving traffic lane waiting to move with the normal flow of traffic; c. An engine needed to operate equipment used to load or unload merchandise; or d. Emergency vehicles, utility company vehicles, or any construction and maintenance vehicles which have engines that must run to perform needed work; or 15. Use a parking lot owned by the City for purposes other than parking of a vehicle as defined in ORS <a href="#">801.590</a> unless otherwise permitted by special use permit issued by the City Manager's Office.</p>

**City of Wilsonville  
City Council Meeting**

Item 4.

**SPEAKER CARD**

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.

**NAME:**

BARBARA LUCAS  
(Please print legibly)

**Date:**

8-21-23

**ORGANIZATION OR BUSINESS AFFILIATION:**

N/A

**ADDRESS:**

26375 SW. CYN. CRK. RD. #301

**TELEPHONE:**

971-529-7624

**E-MAIL:**

**AGENDA ITEM YOU WANT TO ADDRESS:**

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**Note:** If written documentation is presented please furnish at least one copy, along with this form, to the City Recorder for the official record. Thank you.

8/21/2023

*Item 4.*

**[www.ci.wilsonville.or.us/WilsonvilleTV.](http://www.ci.wilsonville.or.us/WilsonvilleTV)**

[illegible]

**CITY COUNCIL ROLLING SCHEDULE**  
**Board and Commission Meetings**  
**Items known as of 08/10/23**

Item 5.

**August**

8/28	Monday	6:30 pm	DRB-B - CANCELLED	Council Chambers
8/29	Tuesday	6:30 pm	Metro – CEC	Council Chambers

**September**

9/4	OFFICES	CLOSED	LABOR DAY	
9/5	Tuesday	2:00 pm	Municipal Traffic Court	Council Chambers
9/6	Wednesday	1:00 pm	Tourism Promotion Committee	Council Chambers
9/7	Thursday	7:00 pm	City Council	Council Chambers
9/7	Thursday	7:00 pm	Urban Renewal Agency	Council Chambers
9/11	Monday	6:30 pm	Development Review Board A	Council Chambers
9/12	Tuesday	6:00 pm	DEI Committee & DEI Lecture Series Subcommittee	Council Chambers
9/13	Wednesday	6:00 pm	Planning Committee	Council Chambers
9/14	Thursday	6:30 pm	Wilsonville – Metro CEC	Council Chambers
9/18	Monday	7:00 pm	City Council	Council Chambers
9/19	Tuesday	2:00 pm	Municipal Traffic Court	Council Chambers
9/20	Wednesday	5:00 pm	Arts, Culture and Heritage Commission	Council Chambers
9/25	Monday	6:30 pm	Development Review Board B	Council Chambers
9/26	Tuesday	6:30 pm	Wilsonville – Metro CEC	Council Chambers
9/27	Wednesday	6:30 pm	Library Board	Library

**Community Events:**

**August** Summer Reading Program

8/22 YMCA – Ultimate Sports Camp, 8:30 am, Edelweiss Park  
Intro to Wilderness Survival, 9:00 am, Mary S Young Park  
ODHS Drop-In Assistance, 10:00 am, Library  
English Class, 10:30 am, Library – Rose Room  
ODHS Drop-In Assistance, 1:00 pm, Library  
Beginning Tai Chi, 3:00 pm, Community Center  
Barre Stretch & Tone, 5:45 pm, Community Center  
Gentle Flow Yoga, 7:15 pm, Community Center



- 8/23 YMCA – Ultimate Sports Camp, 8:30 am, Edelweiss Park  
 Healthy Bones and Balance, 8:30 am, Community Center  
 Intro to Wilderness Survival, 9:00 am, Mary S Young Park  
 Advanced Healthy Bones and Balance, 9:30 am, Community Center  
 Focus, Attention, Anxiety & Stress Relief Session II, 5:45 pm, Community Center
- 8/24 YMCA – Ultimate Sports Camp, 8:30 am, Edelweiss Park  
 Gentle Yoga, 8:30 am, Community Center  
 Intro to Wilderness Survival, 9:00 am, Mary S Young Park  
 Minor Bike Repairs – Town Center Park/Party in the Park, 5:30 pm, Town Center Park  
 Community in the Park, 5:30 pm, Town Center Park  
 Community Bike Ride, 6:00 pm, Town Center Park  
 Restorative Yoga, 7:15 pm, Community Center
- 8/25 YMCA – Ultimate Sports Camp, 8:30 am, Edelweiss Park  
 Healthy Bones and Balance, 8:30 am, Community Center  
 Intro to Wilderness Survival, 9:00 am, Mary S Young Park  
 Advanced Healthy Bones and Balance, 9:30 am, Community Center  
 Movies in the Park: Strange World, 8:15 pm, Memorial Park – River Shelter
- 8/26 Barre Sculpt, 9:00 am, Community Center  
 Soccer Shots, 9:00 am, Memorial Park
- 8/28 Healthy Bones and Balance, 8:30 am, Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Community Center  
 Body Sculpt, 6:00 pm, Community Center
- 8/29 ODHS Drop-In Assistance, 10:00 am, Library  
 English Class, 10:30 am, Library – Rose Room  
 ODHS Drop-In Assistance, 1:00 pm, Library  
 Barre Stretch & Tone, 5:45 pm, Community Center  
 Gentle Flow Yoga, 7:15 pm, Community Center
- 8/30 Raksha Bandham, All Day  
 Healthy Bones and Balance, 8:30 am, Community Center  
 Advanced Healthy Bones and Balance, 9:30 am, Community Center  
 Blood Drive, 11:00 am, Library  
 Focus, Attention, Anxiety & Stress Relief Session II, 5:45 pm, Community Center
- 8/31 Restorative Yoga, 7:15 pm, Community Center

## September

### Hispanic Heritage Month

- 9/1 Healthy Bones and Balance, 8:30 am, Community Center

- 9/4 Offices, Library & SMART Closed – Labor Day
- 9/5 ODHS Drop-In Assistance, 10:00 am, Library  
English Class, 10:30 am, Library – Rose Room  
ODHS Drop-In Assistance, 1:00 pm, Library
- 9/6 PROFILES (online), 11:00 am, Library
- 9/9 Metro Household Hazardous Waste Disposal, 9:00 am, Transit Center
- 9/11 Travel Training, 10:30 am, contact SMART for location
- 9/12 ODHS Drop-In Assistance, 10:00 am, Library  
English Class, 10:30 am, Library – Rose Room  
ODHS Drop-In Assistance, 1:00 pm, Library  
Caregiver/Alzheimer’s Support Group, 1:00 pm, Charbonneau Activity Center
- 9/13 Walk at Lunch – Boones Landing Physical Therapy, 12:00 pm
- 9/15 Rosh Hashanah
- 9/16 Minor Bike Repairs, 10:00 am, Library  
Bike Rodeo, 10:00 am, Library
- 9/18 Genealogy Club, 1:00 pm, Library  
Learn-to-Ride Bike Clinic, 2:30 pm, contact SMART (9/18 – 9/22)
- 9/19 ODHS Drop-In Assistance, 10:00 am, Library  
English Class, 10:30 am, Library – Rose Room  
ODHS Drop-In Assistance, 1:00 pm, Library  
Learn-to-Ride Bike Clinic, 2:30 pm contact SMART
- 9/20 Walk at Lunch, 12:00 pm, SIEMENS  
Learn-to-Ride Bike Clinic, 2:30 pm, contact SMART
- 9/21 Walking Book Club, 1:00 pm, Library  
Learn-to-Ride Bike Clinic, 2:30 pm, contact SMART
- 9/22 Learn-to-Ride Bike Clinic, 2:30 pm contact SMART
- 9/25 Blood Drive, 11:00 am, Library  
Learn-to-Ride Bike Clinic, 2:30 pm, contact SMART (9/25-9/29)
- 9/26 ODHS Drop-In Assistance, 10:00 am, Library  
English Class, 10:30 am, Library – Rose Room  
ODHS Drop-In Assistance, 1:00 pm, Library  
Learn-to-Ride Bike Clinic, 2:30 pm contact SMART

- 9/27 Walk at Lunch – Civics Academy, 12:00 pm, City Hall  
Learn-to-Ride Bike Clinic, 2:30 pm contact SMART
- 9/28 Learn-to-Ride Bike Clinic, 2:30 pm contact SMART
- 9/29 Learn-to-Ride Bike Clinic, 2:30 pm contact SMART





## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> August 21, 2023	<b>Subject: Resolution No. 3073</b> A Construction Contract With Buell Recreation LLC For The Sofia Playground Replacement Project.  <b>Staff Member:</b> Dustin Schull, Parks Supervisor  <b>Department:</b> Parks and Recreation	
<b>Action Required</b>	<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable  <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Staff recommends Council adopt the Consent Agenda.		
<b>Recommended Language for Motion:</b> I move to approve the Consent Agenda.		
<b>Project / Issue Relates To:</b>		
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable

### ISSUE BEFORE COUNCIL:

The award of contract in the amount of \$198,324.00 to Buell Recreation LLC. for the purchase and installation of playground equipment and unitary surfacing for the Sofia Park Playground Project.

**EXECUTIVE SUMMARY:**

Sofia Park is an incredible community gathering space for the Villebois neighborhood and greater Wilsonville community. The playground is an important amenity in Sofia Park and is showing signs of significant wear and tear due to high utilization and failing components. As a result, this playground is at the top of the list for playground replacements within the City's park system.

In July of 2023 the parks team conducted a survey on *Let's Talk, Wilsonville!* The survey gave community members the opportunity to provide input on individual playground components as well as color preferences. The community submitted over 150 responses and 43 individual comments. Of the surveys submitted, 123 participants live in the Villebois neighborhood and 80% of respondents have children living in their home. There was consensus in the preferred components and color. With these results, staff worked with Buell Recreation to create a design based on community preferences.

The new playground will include two individual play structures for children ages 2-5 and 5-12 that will create opportunities for both physical and social play. The new playground will also include turf safety surfacing, to align with the City's goal to have playgrounds accessible to children of all ages and abilities. The Volta Inclusive spinner is a freestanding spinning play feature that invites everyone in and allows everyone to play together in the same spinning social space.

The installation of a new playground in Sofia Park will ensure this favorite community gathering space is safe, accessible, and fun for community members.

**EXPECTED RESULTS:**

The new playground in Sofia will result in an enhanced community gathering space. The new design and surfacing will result in an improvement in accessibility and safety while reducing overall maintenance.

**TIMELINE:**

Construction is expected to start in the winter of 2023/2024.

**CURRENT YEAR BUDGET IMPACTS:**

Funds for this project are included in the FY 2023/2024 budget.

**COMMUNITY INVOLVEMENT PROCESS:**

A five-week survey on *Let's Talk, Wilsonville!* provided the opportunity for community members to select component and color preferences for the new playground. It also allowed community members to provide additional comments and suggestions for consideration.

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

The new playground will provide an enhanced play experience for children in the community with a focus on accessibility and safety.

**ALTERNATIVES:**

The alternative to this project is to leave the current playground installed. This will result in increased maintenance as well as extended closures for required repairs.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENT:**

1. Let's Talk Wilsonville! Survey Results Sofia Playground
2. Resolution No. 3073
  - A. Contract

# Play Equipment Survey

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## SURVEY RESPONSE REPORT

19 July 2019 - 27 June 2023

### PROJECT NAME:

Sofia Park Play Equipment Replacement

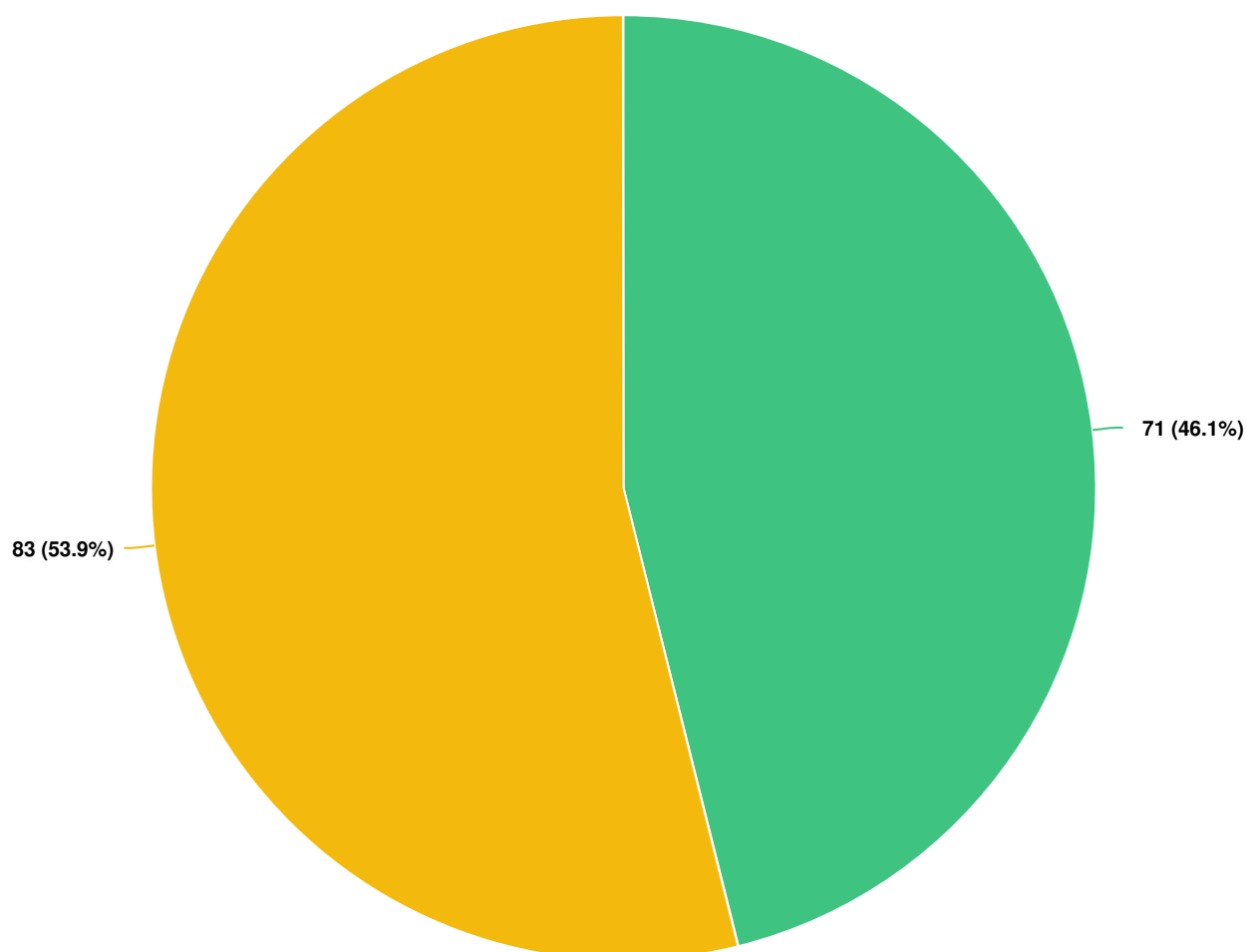


# SURVEY QUESTIONS

**Q1** Rank the color palettes in your order of preference, where 1 is your favorite. (View larger image)

OPTIONS	AVG. RANK
Seabreeze	2.63
Dinosaur 2022	3.23
Garden	3.34
Macaw	3.69
Meadow	3.80
Meadow 2022	4.14

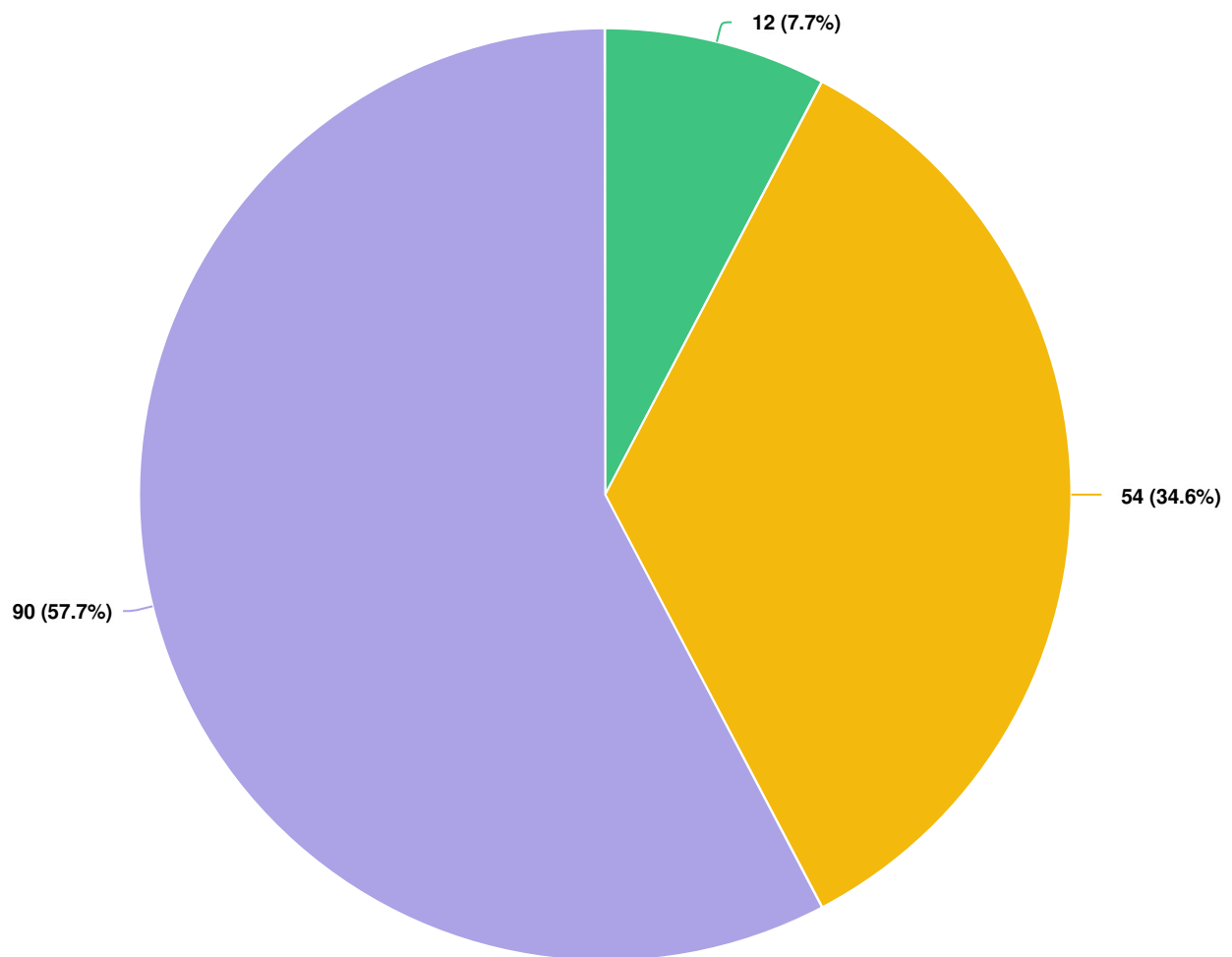
*Optional question (156 response(s), 0 skipped)*  
*Question type: Ranking Question*

**Q2 Which play area designed for ages 5-12 do you prefer?****Question options**

- Level X Extreme (Ramp): Sliding, climbing, traversing, and games provide something for everyone. Mixed materials bring a sensory element. Kids use their imaginations to bring equipment to life, developing social skills, creativity and coordination!
- 5-12 Nucleus Option (Arch Climber): Overcome obstacles and achieve! Assess risk and learn to plan for success in a fun environment that includes climbing ropes and other elements that revolutionize the play experience.

Optional question (154 response(s), 2 skipped)

Question type: Radio Button Question

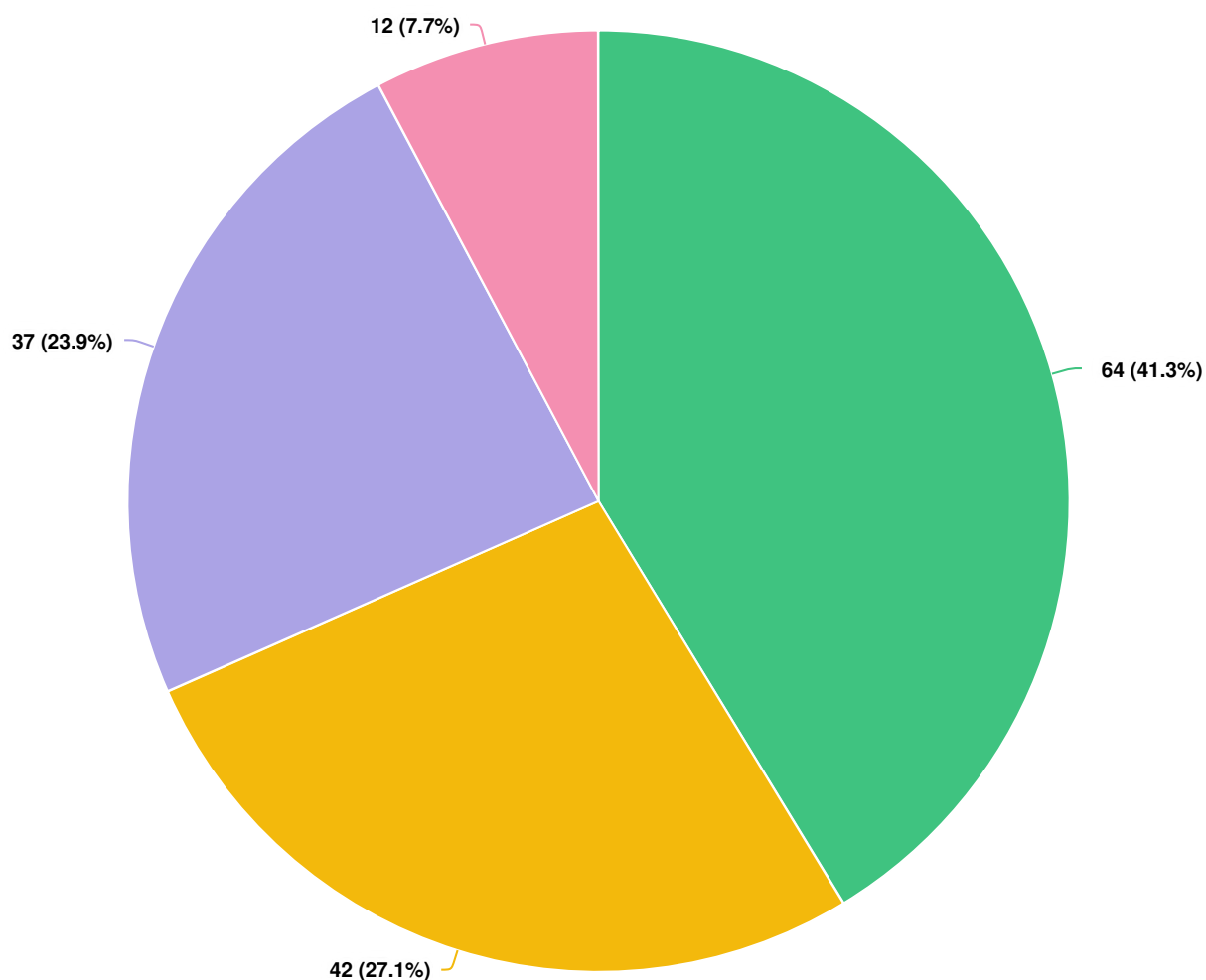
**Q3 Which play area designed for ages 2-5 do you prefer?****Question options**

- Formis & Eko Prop: Engaging geometric shapes and climbing paths characterize the Formis™ collection of climbers, which allows children to use their imagination and creativity to traverse laval fields or scale a boulder.
- Eko Ultimate w/ Steppers: A collection of climbers that takes climbers to the top of platforms, promoting balance, creativity and fun.
- Traditional: Climbing and sliding are the basic fundamentals provide fun for everyone, encouraging collaboration and muscle strength, and allowing for a range of activities for different levels!

Optional question (156 response(s), 0 skipped)

Question type: Radio Button Question



**Q4 Which spinner do you prefer?****Question options**

- Volta Spinner: an inclusive design allows for multiple children to sit or lay on the spinner together.
- Spinetic Spinner: is a multi-user spinner that offers children the opportunity for up to 8 kids to work together toward a common goal
- Inclusive Orbit: flush to unitary surface for ease of access for all users, especially those with mobility devices.
- Kidforce Spinner: The KidForce Spinner provides an exciting motion element on any playground. Using their own weight and momentum, children can spin these unique seats in 360° circle.

Optional question (155 response(s), 1 skipped)

Question type: Radio Button Question

### Q5 | Please share anything else about the park and its play elements that planners should take into consideration.

Seethree

6/01/2023 03:38 PM

We would love to see more swings in our park for little kids! Very few options in the area. Further, the options for playgrounds looks amazing, but doesn't account for parents with 0-2, especially those not walking

Wilsonville1975

6/01/2023 04:17 PM

Please pick playground equipment that's not primary colors.

MH24

6/01/2023 04:32 PM

I conducted this survey with my 5 1/2 year old. Safe play elements that can be upkept including soft pad landing or bark chips that are filled adequately.

KSD

6/01/2023 04:35 PM

More trees for shade and pay attention to what equipment will burn your bum in the summer

OwensJ

6/01/2023 05:12 PM

Swings would also be a good addition to this park.

Qwerty1

6/01/2023 05:22 PM

Things that are more inclusive that allow kids of all abilities to play in some capacity

AwwwwwHeck

6/01/2023 06:02 PM

I really like this park just the way it is!

Access1

6/01/2023 06:18 PM

Please think about those kiddos in wheelchairs.what are they going to be able to do on any of this equipment. My 1 complaint is that we need equal access not different access. A swing can easily be one w a high back or one that you can lie on. A structure can be ramped on two sides to allow access. Think about the surface your building on is it good for wheelchair users like a parent to get to a child that may be hurt or need help. You can look at some amazing playgrounds on Shane's Inspirations web page or how about harpers playground. All parks big and small need equal access!!

Jade Christensen

6/01/2023 06:38 PM

It would be wonderful to have a playground that has ground cover that is able to be traversed by those with mobility issues, aka not bark

dust. It may not be in the works for this playground, but it would be a great addition for this area since there are so many parks with bark dust, this park has a splash pad, and is highly trafficked due to the farmers market.

Vilsonville

6/01/2023 08:23 PM

An overhead shade structure would be great. Also, we love the water feature but kids stuff the jets with bark chips, which become projectiles. Our kid got bark lodged in her eye which resulted in multiple doctor's visits. We saw it happen to another kid last year and stopped it from happening in a third event. Who knew so many kids would do this? Can it be improved? Is bark the only option?

Brenda F

6/01/2023 08:23 PM

The current spinner style is one of the most popular pieces of equipment for 5-12 and allows a lot more children to play on it at one time.

T-Bone

6/01/2023 08:31 PM

Swings would be great!

neighbor54321

6/01/2023 08:40 PM

We love the splash pad there, and any enhancements to that would be welcomed too.

arndtj

6/01/2023 09:11 PM

I prefer natural play structures with pieces made from natural materials. These new style of play structures do not have enough opportunities for creativity because they have single function/linear ways for engagement. They also don't look big enough or challenging enough to handle a crowd and especially a multi age crowd. Go back to the drawing board or work with a different company.

Mom

6/01/2023 10:09 PM

Please think of safety and access for younger kids.

kingv

6/01/2023 11:35 PM

Love all of the suggestions and I am excited for the new playground! I'd love to see more inclusivity options (see Gabriel Park!) !

Ashley

6/02/2023 06:15 AM

Volta spinner also

YamilAguil

6/02/2023 10:00 AM

Please include accessible equipment so that those with mobility devices can play with their friends! Thank you!

LuckyHorse77  
6/02/2023 04:17 PM

There's currently a large amount of wasps in the playground and adjacent tables.

Lorie  
6/02/2023 04:58 PM

We are excited about the playground and love the inclusive options for all children of varying abilities!

J50  
6/03/2023 07:59 AM

Add some small concrete features for roller blading, scooters, strider bikes and skateboards. A small pump track would be super fun.

Andrea morris  
6/03/2023 03:55 PM

Making the water feature larger at this park would be great

Cristyannd  
6/03/2023 07:39 PM

I love parks that take into consideration all ages,. Also the playground getting hot in the summer time so maybe adding some shade tarps or something.

AT503  
6/04/2023 06:14 PM

Please keep the splash pad

Dion07  
6/04/2023 07:17 PM

Please consider more swings. There is only one real swing set that has seat swings for young kids.

Careyosu  
6/05/2023 01:30 AM

Take into account the volume of children that play on the equipment during farmers market evenings and how to keep the maximum number safely engaged

Amleke  
6/05/2023 08:56 PM

Please keep and expand the splash pads!

Gabster  
6/07/2023 07:27 PM

More spinners

vvaa  
6/09/2023 12:09 AM

If we could keep the seesaw that would be really great. Or implement a newer version. Thank you for your time.

tchrforlittles  
6/12/2023 11:50 AM

Communication and sensory boards would be ideal!

<p>Willow</p> <p>6/12/2023 03:11 PM</p>	<p>No dark colored slides that will get hot in the sunshine . Especially if the water feature continues to be there.</p>
<p>Oregonclimber</p> <p>6/12/2023 09:13 PM</p>	<p>Please, no more tan bark! We could benefit from rubber mulch pads/flooring instead.</p>
<p>kmabry</p> <p>6/13/2023 10:05 AM</p>	<p>slides and spinners are most popular during the thursday night markets. up to 20 kids are on the huge spinner, and theres a wait on the slide :)</p>
<p>NicG</p> <p>6/13/2023 10:27 AM</p>	<p>No wood chips would be fantastic. Some kind of turf would be excellent</p>
<p>KirstinKeen</p> <p>6/13/2023 11:08 AM</p>	<p>Thank you</p>
<p>MB</p> <p>6/13/2023 11:51 AM</p>	<p>A water element is well appreciated!</p>
<p>Fay</p> <p>6/13/2023 12:47 PM</p>	<p>Possibly consider keeping a teeter totter seesaw as this has always been incredibly popular with the kiddos</p>
<p>MarciC</p> <p>6/18/2023 08:34 PM</p>	<p>Shade</p>
<p>LilyRose</p> <p>6/18/2023 09:22 PM</p>	<p>Please consider a round hammock swing and padding underneath it like the one set up at memorial park. It's big enough to be shared or even an adult could use it. Also, please consider a covering for the park structures so there could be more use on rainy days and provide protection of the equipment for longevity. Thank you!</p>
<p>Sandrac</p> <p>6/23/2023 02:31 PM</p>	<p>Lower basketball hoops for elementary children. More baby swings.</p>
<p>Tim</p> <p>6/23/2023 03:51 PM</p>	<p>We love the City of Wilsonville parks and the Parks Department. You do such a great job of maintaining the parks and keeping them clean, neat, and well landscaped. We are very lucky to have such great people working for us!</p>

M. Martinez

6/24/2023 01:54 PM

Eco-friendly & soft landing materials for ALL play grounds would be best.

uh

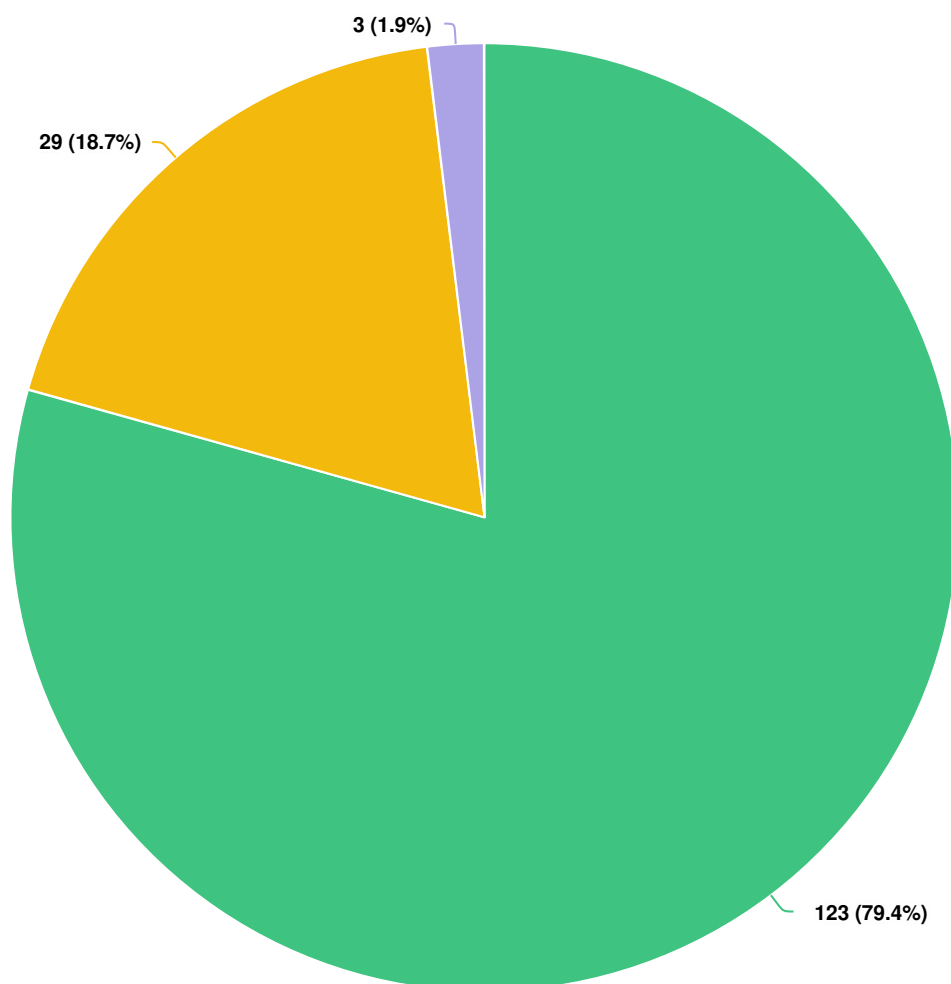
6/27/2023 09:12 AM

n/a

**Optional question** (43 response(s), 113 skipped)

**Question type:** Essay Question

**Q6** Where do you live?



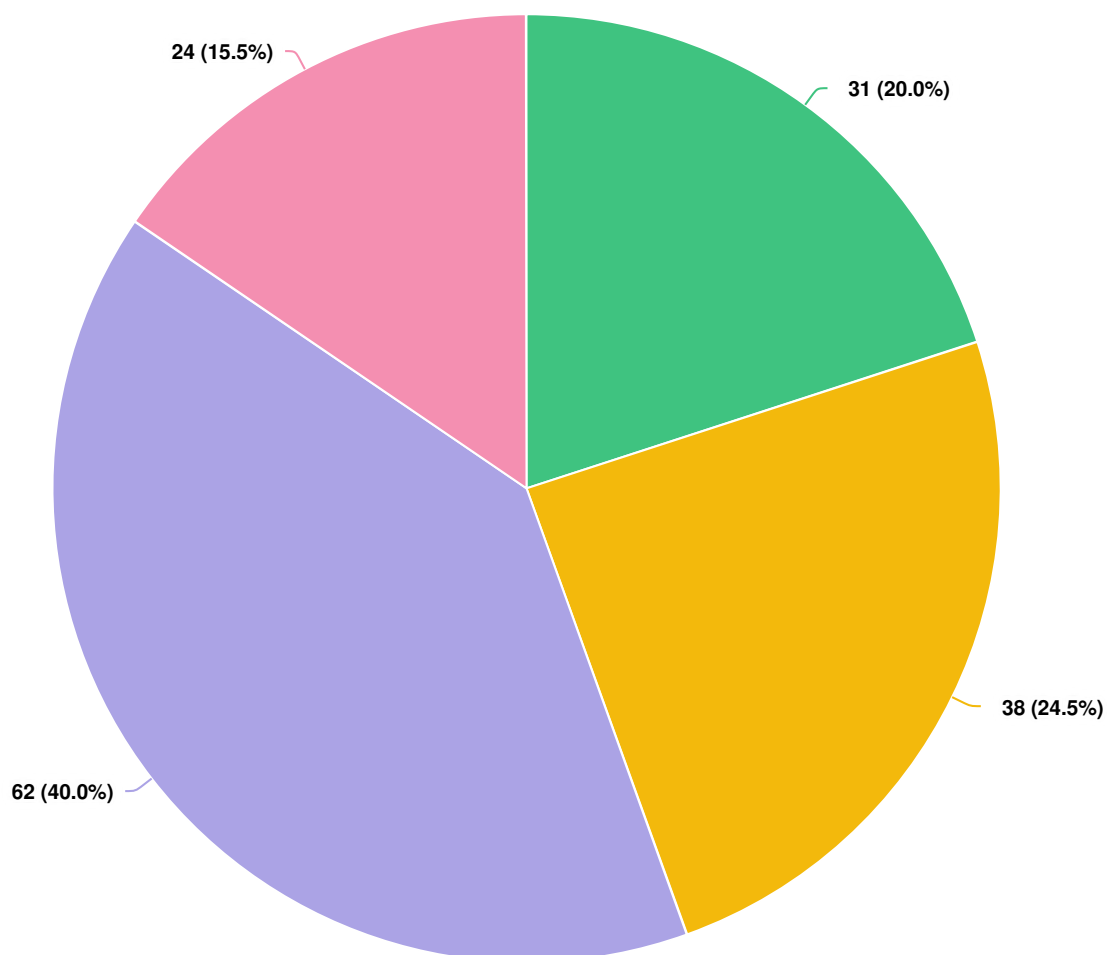
**Question options**

● In the Villebois neighborhood
 ● Elsewhere within Wilsonville/Charbonneau
 ● Outside of Wilsonville

Optional question (155 response(s), 1 skipped)

Question type: Radio Button Question

**Q7** How many school-aged children live at your residence?



**Question options**

☐ None
 ☐ One
 ☐ Two
 ☐ Three or more

Optional question (155 response(s), 1 skipped)

Question type: Radio Button Question



**RESOLUTION NO. 3073****A RESOLUTION OF THE CITY OF WILSONVILLE APPROVING A CONSTRUCTION CONTRACT WITH BUELL RECREATION LLC THE FOR SOFIA PLAYGROUND REPLACEMENT PROJECT.**

WHEREAS, the City is a member of the National Purchasing Partners Government (NPPGov); and

WHEREAS, (NPPGov) provided procurement assistance for the Sofia Playground Replacement project, as described in the contract; and

WHEREAS, Buell Recreation LLC. is a vendor of NPPGov; and

WHEREAS, Buell Recreation LLC represents that Buell Recreation LLC is qualified to perform the Sofia Playground replacement work, as described in the Construction Contract, attached hereto as **Exhibit A.**; and

WHEREAS, Buell Recreation LLC is prepared to perform this Contract in accordance with all the terms and conditions as set forth in this contract; and

WHEREAS, selection of this Buell Recreation LLC through NPPGov follows public contracting requirements.

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

1. The City Manager is authorized to execute a Construction Contract with Buell Recreation LLC. for the Sofia Playground Replacement Project, as the form substantially similar to the attached **Exhibit A.**
2. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 21<sup>st</sup> day of August 2023, and filed with the Wilsonville City Recorder this date.

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Julie Fitzgerald, Mayor

ATTEST:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBIT:

A. Contract

## CITY OF WILSONVILLE CONSTRUCTION CONTRACT

This Cooperative Procurement Construction Contract (“Contract”) for the Sofia Park Playground Replacement Project (“Project”) is made and entered into on this \_\_\_\_ day of August 2023 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Buell Recreation LLC**, an Oregon limited liability company (hereinafter referred to as “Contractor”).

### RECITALS

WHEREAS, the Oregon Revised Statutes authorize cooperative procurements in accordance with ORS 279A.200, et seq.; and

WHEREAS, the City has need for the services of an entity with the particular training, ability, knowledge, and experience as possessed by Contractor; and

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

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

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

### AGREEMENT

#### Section 1. Contract Documents

This Contract includes and incorporates by reference all of the foregoing Recitals, all of the following additional “Contract Documents,” and any and all terms and conditions set forth in such Contract Documents: the League of Oregon Cities’ Park, Playground, and Recreation Equipment Request for Proposals Solicitation No. 2060, dated October 14, 2020; Contractor’s bid submitted in response thereto; Master Price Agreement #PS21130 between Contractor and the League of Oregon Cities, dated March 26, 2021, and all attachments thereto (the “Master Contract”); and the provisions of Oregon Revised Statutes (ORS) 279C, as more particularly set forth in this Contract. Any conflict between this Contract and the Master Contract shall be resolved in favor of this Contract. This Contract, the attached exhibits, and the Master Contract shall be collectively referred to as the “Contract Documents.” All Contract Documents should be read in concert and Contractor is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

## Section 2. Scope of Work

Contractor will supply the new equipment and perform the site prep and installation services as more particularly described in the Proposal/Scope of Work attached hereto as **Exhibit A** and incorporated by reference herein (the “Work”). Contractor shall diligently perform the Work according to the requirements identified in the Scope of Work and Contract Documents.

## Section 3. Term

The term of this Contract shall be from the Effective Date until all work required to be performed hereunder (“Work”) is completed and accepted, or no later than June 30, 2024, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. Contractor shall diligently perform the Work according to the requirements and deliverable dates identified in the Contract Documents.

## Section 4. Contractor’s Work

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

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

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

## Section 5. Contract Sum and Payment

5.1. Except as otherwise set forth in this **Section 5**, the City agrees to pay Contractor the fixed price of ONE HUNDRED NINETY-EIGHT THOUSAND THREE HUNDRED TWENTY-FOUR DOLLARS (\$198,324) for performance of the Work (“Contract Sum”). Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor.

5.2. During the course of Contractor’s performance, if the City, through its Project Manager, specifically requests Contractor to provide additional services beyond the Work described

in the Contract Documents, Contractor shall provide such additional services and bill the City a reasonable agreed upon fee, pursuant to a written Change Order, executed in compliance with the provisions of **Section 23**.

5.3. Contractor will be paid for Work for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Contractor as promptly as is reasonably possible.

5.4. The City will be responsible for the direct payment of required fees payable to governmental agencies, including but not limited to plan checking, land use, zoning, permitting, and all other similar fees resulting from this Project that are not specifically otherwise provided for in the Contract Documents.

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

## **Section 6. Prevailing Wages**

This is a Contract for a Public Works Project, subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this project are those published by the Bureau of Labor and Industries (BOLI), effective July 1, 2022, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at the following website: <http://www.oregon.gov/boli/employers/pages/prevailing-wage-rates.aspx>. Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Work, either by Contractor, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Work, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. If applicable, Contractor must comply with all public contracting wages required by law. Contractor and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the Contract for breach. Contractor shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). If applicable, Contractor must include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

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

## **Section 7. Filing of Certified Statement**

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

## **Section 8. Reports to Department of Revenue**

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

## **Section 9. City's Rights and Responsibilities**

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

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

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

9.4. If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with the Contract as such claim becomes due, the City may, but shall not be obligated to, pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract. The payment of a claim in the manner authorized hereby shall not relieve Contractor or its surety from the obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or services furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined, and the claim, if valid, is paid by Contractor or the City. There shall be no final acceptance of the Work under the Contract until all such claims have been resolved.

9.5. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2023-24. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this Contract early, as described in **Section 21**.

## **Section 10. City's Project Manager**

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

## **Section 11. Contractor's Project Manager**

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

## **Section 12. Project Information**

Except for confidential information designated by the City as information not to be shared, Contractor agrees to share Project information with, and to fully cooperate with, those corporations, firms, contractors, public utilities, governmental entities, and persons involved in the Project.

## **Section 13. Duty to Inform**

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

## **Section 14. Subcontractors and Assignments**

14.1. Unless expressly authorized in writing by the City, pursuant to **Subsection 15.3**, Contractor shall not subcontract with others for any of the Work prescribed herein. Contractor shall not assign any of Contractor's rights acquired hereunder without obtaining prior written approval from the City. Some Work may be performed by persons other than Contractor, provided Contractor advises the City of the names of such subcontractors and the services which they intend to provide, and the City specifically agrees, in writing, to such subcontracting. Contractor acknowledges such

services will be provided to the City pursuant to a subcontract(s) between Contractor and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Contract, the City incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any attempted assignment of this Contract without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Contractor shall not be subject to additional reimbursement by the City.

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

## **Section 15. Contractor's Responsibilities**

This Contract is a public works contract governed by the laws found at ORS Chapter 279C, which Contractor must be familiar with and adhere to. Those required provisions include but are not limited to all of the following:

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

15.2. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the Contract Sum provided for under **Section 5** of this Contract. Contractor will be solely responsible for determining the manner and means of accomplishing the end result of Contractor's Work. The City does not have the right to control or interfere with the manner or method of accomplishing said Work. The City, however, will have the right to specify and control the results of Contractor's Work so such Work meets the requirements of the Project.

15.3. The City understands and agrees that Contractor may request that some Work be performed on the Project by persons or firms other than Contractor, through a subcontract with Contractor. Contractor acknowledges that if such Work is provided to the City pursuant to a subcontract(s) between Contractor and those who provide such services, Contractor may not utilize any subcontractor(s), or in any way assign its responsibility under this Contract, without first



obtaining the express written consent of the City. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Contractor. References to “subcontractor” in this Contract mean a subcontractor at any tier.

15.4. Contractor shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Contractor’s use of such subcontractor(s) and subcontractor’s negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Contractor shall require that all of Contractor’s subcontractors also comply with, and be subject to, the provisions of this **Section 15** and meet the same insurance requirements of Contractor under this Contract.

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

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

15.7. No person shall be discriminated against by Contractor or any subcontractor in the performance of this Contract on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Contract, in whole or in part, by the City. Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Contract or to the implementation of the Project. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Contract or the implementation of the Project: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; (b) Titles VI and VII of the Civil Rights Act of 1964, as amended; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (d) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (e) Executive Order 11246, as amended; (f) the Health Insurance Portability and Accountability Act of 1996; (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (h) the

Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.19. For personal/professional service contracts, as designated under ORS 279A.055, instead of 15.17.1, 15.17.2, and 15.17.3 above, a laborer shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one (1) week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC §§ 201 to 209 from receiving overtime.

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

15.21. Contractor must give notice to employees who work on a public contract, in writing, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in

a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

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

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

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

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

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

## **Section 16. Subcontractor Requirements**

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

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

16.1.2. An interest penalty clause that obligates Contractor, if payment is not made within 30 days after receipt of payment from the City, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause outlined in **Subsection 16.1.1** above. A contractor or first-tier subcontractor may not be obligated to pay an interest penalty if the only reason that the contractor or first-tier subcontractor did not make payment when payment was due is that the contractor or first-tier subcontractor did not receive payment from the City or Contractor when payment was due. The interest penalty period shall begin on the day after the required payment date and end on the date on which payment of the amount due is made and shall be computed at the rate specified in ORS 279C.515(2).

16.2. Contractor shall include in each subcontract, as a condition of performance of such contract, a provision requiring the first-tier subcontractor to include a payment clause and interest penalty clause, conforming to the standards set forth in **Subsections 16.1.1 and 16.1.2** above, in each of its subcontracts and requiring that the same clauses be included in any of the first-tier subcontractors' subcontracts with a lower-tier subcontractor or supplier.

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

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

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

## **Section 17. Environmental Laws**

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

### FEDERAL AGENCIES:

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

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

STATE AGENCIES:

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

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

LOCAL AGENCIES:

County Courts  
Port Districts  
County Service Districts  
Water Districts

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

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

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

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

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

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

## **Section 18. Indemnity**

18.1. Indemnification. Contractor acknowledges responsibility for liability arising out of the performance of this Contract, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Contractor's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Contract, or from Contractor's failure to perform its responsibilities as set forth in this Contract. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Contractor shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Contractor of its responsibility to perform in full conformity with the City's requirements, as set forth in this Contract, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Contractor's negligent performance of this Contract, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 18.2**. Contractor shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Contractor. As used herein, the term "Contractor" applies to Contractor and

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

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

## **Section 19. Insurance**

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

19.1.1. Commercial General Liability Insurance. Contractor and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Contract, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Contract and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$5,000**. All of the foregoing coverages must be carried and maintained at all times during this Contract.

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

19.1.3. Workers Compensation Insurance. Contractor, its subcontractors, and all employers providing work, labor, or materials under this Contract that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their

subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than **\$500,000** each accident.

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

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

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

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

## **Section 20. Warranty**

20.1. Contractor's warranties are as set forth in **Exhibit B**, attached hereto and incorporated by reference herein. In addition to, and not in lieu of, any other warranties provided by various manufacturers and suppliers, including the warranties set forth in **Exhibit B**, Contractor fully



warrants all Work for a period of one (1) year from the date of Final Acceptance of the Work and shall make all necessary repairs and replacements to remedy, in a manner satisfactory to the City's Project Manager and at no cost to the City, any and all defects, breaks, or failures of the Work or materials occurring within one (1) year following the date of completion due to faulty or inadequate materials or workmanship. Repair of damage or disturbances to other improvements under, within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of Contractor in performing Contractor's duties and obligations under this Contract, is also covered by the warranty when such defects or damage occur within the warranty period. The one (1) year warranty period shall, with relation to such required repair, be extended one (1) year from the date of completion of such repair.

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

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

## **Section 21. Early Termination; Default**

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

21.1.1. By mutual written consent of the parties;

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

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

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

then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, which agreed upon extension must be in writing and signed by the parties prior to the expiration of the cure period. Unless a written, signed extension has been fully executed by the parties, if Contractor fails to cure prior to expiration of the cure period, the Contract is automatically terminated.

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

21.4. Termination under any provision of this Section shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination.

## **Section 22. Suspension of Work**

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

## **Section 23. Contract Modification; Change Orders**

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

## **Section 24. Dispute Resolution**

In the event of a dispute concerning performance of this Contract, the parties agree to meet to negotiate the problem. If such negotiation fails, the parties will mediate the dispute using a

professional mediator, and the parties will split the cost. If the dispute cannot be resolved in either of the foregoing ways within thirty (30) days, either party may file suit in Clackamas County Circuit Court. In the alternative, at the City's election, the parties may follow the dispute resolution procedures found in the Special Provisions.

## **Section 25. Notices**

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

To City: City of Wilsonville  
Attn: Dustin Schull, Parks Maintenance Supervisor  
29799 SW Town Center Loop East  
Wilsonville, OR 97070

To Contractor: Buell Recreation LLC  
Attn: Kati Radziwon  
7327 SW Barnes Road #601  
Portland, OR 97225

## **Section 26. Miscellaneous Provisions**

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

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

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

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

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

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

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

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

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

26.10. Defined Terms. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Contract Documents.

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

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

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

**CONTRACTOR:**

BUELL RECREATION LLC

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

As Its: \_\_\_\_\_

EIN/Tax I.D. No. \_\_\_\_\_

**CITY:**

CITY OF WILSONVILLE

By: \_\_\_\_\_

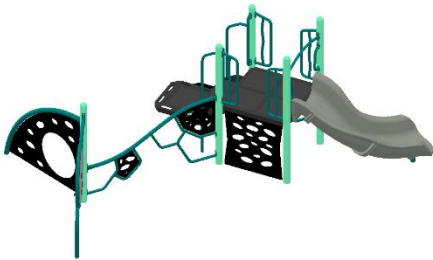
Print Name: \_\_\_\_\_

As Its: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Amanda Guile-Hinman, City Attorney  
City of Wilsonville, Oregon

28836 SW Costa Cir W | Wilsonville, OR 97070



Buell Recreation

7327 Barnes Road #601 | Portland, OR 97725 | 503-922-1650

Proposal 907-166629-4 | 7/10/2023

## DESIGN SUMMARY

Buell Recreation is very pleased to present this Proposal for consideration for the Sofia Park located in Wilsonville. BCI Burke Company, LLC has been providing recreational playground equipment for over 100 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of City of Wilsonville. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

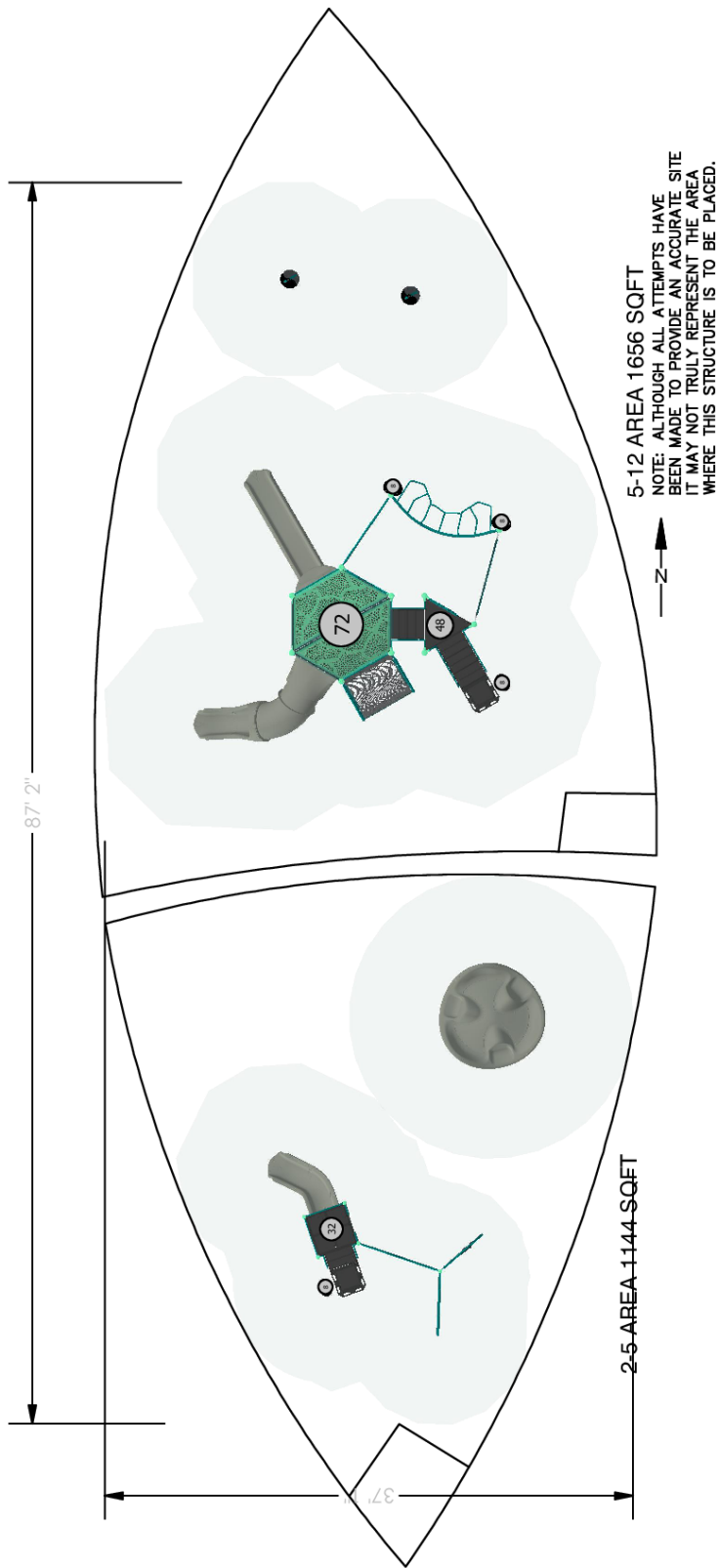
The following is a summary of some of the key elements of our Proposal:

- Project Name: Sofia Park
- Project Number: 907-166629-4
- User Capacity: 93
- Age Groups: 5 to 12, 2 to 5
- Dimensions: 87' 1"x37' 0"
- Designer Name: Kailee Hendrickson

Buell Recreation has developed a custom playground configuration based on the requirements as they have been presented for the Sofia Park playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 907-166629-4 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Sofia Park playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.



NOTE: ALTHOUGH ALL ATTEMPTS HAVE BEEN MADE TO PROVIDE AN ACCURATE SITE IT MAY NOT TRULY REPRESENT THE AREA WHERE THIS STRUCTURE IS TO BE PLACED.

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

PLAYGROUND ACCESSIBILITY (Provided/Required)					TYPES OF GROUND EVENTS	
TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS		
19	9 / 5	9 / 0	0 / 0	10 / 3	6 / 3	

**OVERALL BOUNDING OF USE ZONES**  
 Area: 3226.1 sq.ft.  
 Perimeter: 248.3 ft.  
 STRUCTURE SIZE: 37' 1" x 87' 2"  
 POST SIZE(S): 5, 3.5"

**\*\*The space requirements shown here are to ASTM standards. Requirements for other standards may be different.**

**SERIES LINE:** Nucleus | Intensity | Burke Basics | Synergy

**GROUP:**  
5-12 Structure | 2-5 Structure | Freestanding

**DESIGNED FOR AGES:**  
5 to 12, 2 to 5

**Sofia Park**  
Wilsonville, OR 97070

**Burke**  
PLAY THAT MOVES YOU.

**07/10/2023**

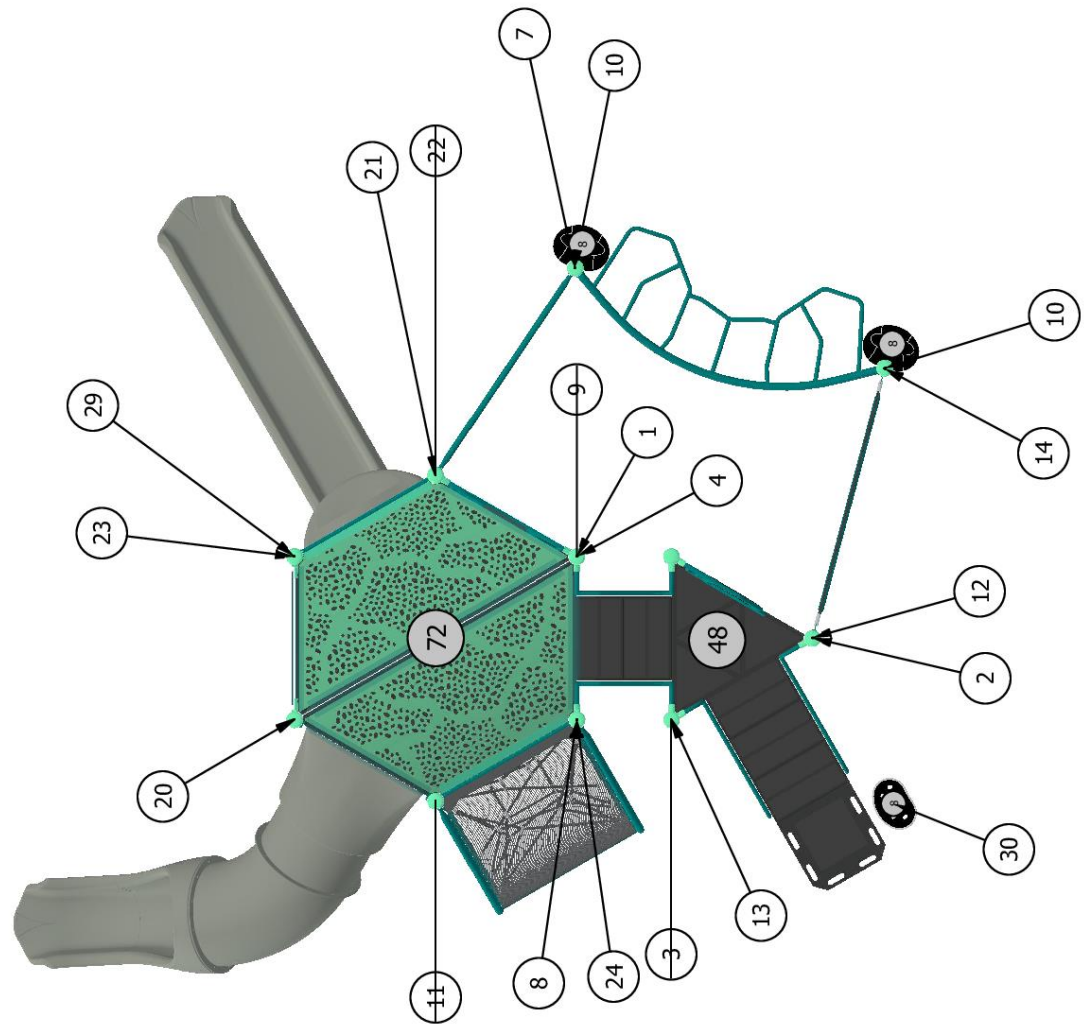
**Buell Recreation**  
907-166629-4

Designer: Kailee Hendrickson

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.





SERIES LINE: Nucleus | Intensity | Burke Basics

COMPONENT VIEW

**GROUP:**  
5-12 Structure

**Sofia Park**  
Wilsonville, OR 97070

07/10/2023

**DESIGNED FOR AGES:**  
5 to 12

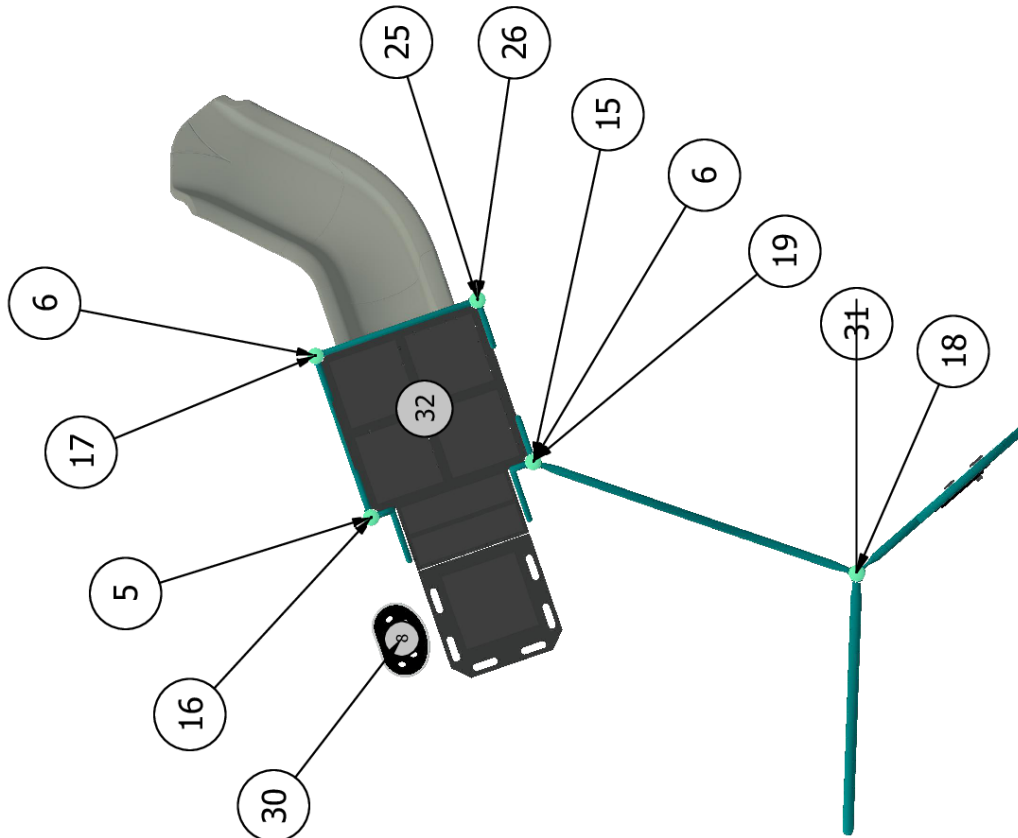
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**Buell Recreation**  
907-166629-4

Designer: Kailee Hendrickson

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**SERIES LINE: Synergy | Burke Basics**

**COMPONENT VIEW**

**GROUP:**  
2-5 Structure

**Sofia Park**  
Wilsonville, OR 97070

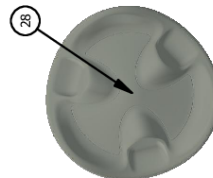
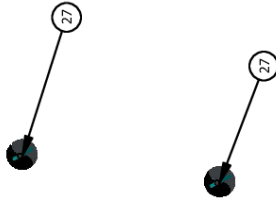
07/10/2023

**DESIGNED FOR AGES:**  
2 to 5

**Burke**  
PLAY THAT MOVES YOU

**Buell Recreation**  
**907-166629-4**

Designer: Kailee Hendrickson



**SERIES LINE: Burke Basics**

**COMPONENT VIEW**

**GROUP:**  
Freestanding

**Sofia Park**  
Wilsonville, OR 97070

07/10/2023

**DESIGNED FOR AGES:**  
5 to 12

**Burke**  
PLAY THAT MOVES YOU

**Buell Recreation**  
**907-166629-4**

Designer: Kailee Hendrickson

ITEM	COMP.	DESCRIPTION
1	270-0120	EVOLUTION UNITARY ENCLOSURE
2	270-0122	EVOLUTION OFFSET ENCLOSURE
3	270-0129	TRIANGLE PLATFORM
4	270-0131	HEXAGONAL PLATFORM S5P
5	290-0102	SQUARE PLATFORM
6	290-0111	CLIMBER ENCLOSURE 2-5
7	370-0204	LINX LEVITATE CLIMBER
8	370-0467	24" TRANSITION STAIR W/BARRIERS
9	370-0865	TREE BRANCH CLIMBER 72"
10	370-1608	OVISTEP LAUNCH PAD
11	370-1650	EVOLUTION, GROUND TO ROOF CLIMBER
12	370-1651	TRANGO CLIMBER, POST TO POST
13	370-1659	TRANSFER STATION, HANDRAIL 48"
14	370-1676	STRAIGHT HORIZONTAL LADDER, NUCLEUS
15	390-0130	CRUX CLIMBER 32"
16	390-0147	TRANSFER STATION, HANDRAIL 32"
17	390-0154	TREE BRANCH CLIMBER 32"
18	390-0217	APEX HOLE CLIMBER 2-5
19	390-0221	LINX CLIMBER
20	470-0105	COBRA SLIDE CURVED 72"
21	470-0754	VELO SLIDE 64"-72", W/O HOOD
22	470-0804	SLIDE HOOD, LOW SIDE WALL
23	470-0808	EVOLUTION ROOF BOTTOM EDGE
24	470-0813	EVOLUTION HEX ROOF
25	490-0147	VIPER L 32
26	490-0149	VIPER SLIDE SIT DOWN BAR
27	560-0457	SWIFT TWIST SPINNER
28	560-2579	VOLTA INCLUSIVE SPINNER
29	570-0846	SPANISH 2-SIDED PLAY PANEL
30	580-1364	LIL NOVO BEAN STEP
31	590-0427	CLASSIC GAME RING PANEL
32	600-0104	NPPS SUPERVISION SAFETY KIT
33	660-0101	INSTALL KIT, BURKE BASICS - PAINT
34	660-0103	MAINTENANCE KIT, STRUCTURE
35	660-0104	INSTALLATION KIT, STRUCTURE

## SERIES LINE:

**GROUP:**  
5-12 Structure | 2-5 Structure | Freestanding

**DESIGNED FOR AGES:**

**Sofia Park**  
Wilsonville, OR 97070

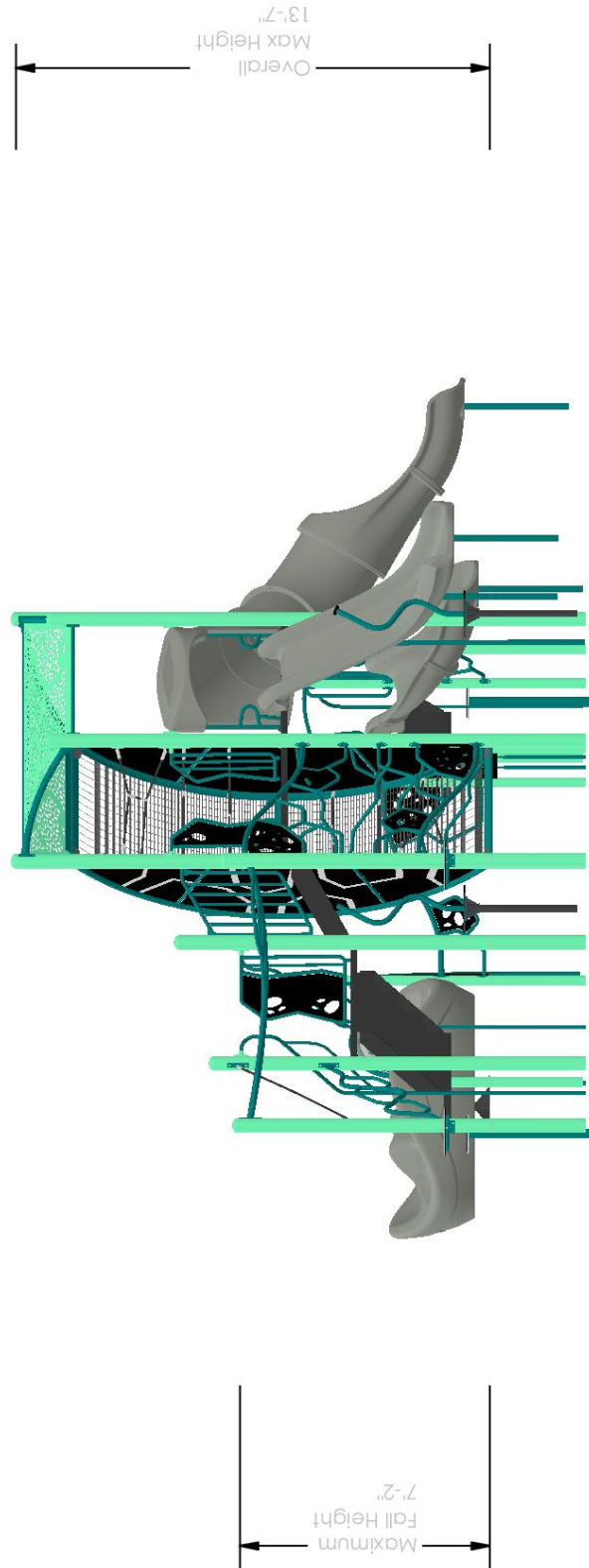
**Burke**  
PLAY THAT MOVES YOU

## COMPONENT VIEW

07/10/2023

**Buell Recreation**  
**907-166629-4**

Designer: Kailee Hendrickson



SERIES LINE: Nucleus | Intensity | Burke Basics | Synergy

ELEVATION VIEW

**GROUP:**  
5-12 Structure | 2-5 Structure | Freestanding

**Sofia Park**  
Wilsonville, OR 97070

07/10/2023

**DESIGNED FOR AGES:**  
5 to 12, 2 to 5

**Burke**  
PLAY THAT MOVES YOU

**Buell Recreation**  
**907-166629-4**

Designer: Kailee Hendrickson



SERIES LINE: Nucleus | Intensity | Burke Basics | Synergy

ISOMETRIC VIEW

**GROUP:**  
5-12 Structure | 2-5 Structure | Freestanding

**Sofia Park**  
Wilsonville, OR 97070

07/10/2023

**DESIGNED FOR AGES:**  
5 to 12, 2 to 5

**Burke**  
PLAY THAT MOVES YOU

**Buell Recreation**  
**907-166629-4**

Designer: Kailee Hendrickson

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

The play components identified in this proposal are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit [www.ipema.org](http://www.ipema.org).



The space requirements shown in this proposal are to ASTM standards. Requirements for other standards may be different.

Component No.	Description	Qty	User Cap	Ext. User Cap	Weight	Ext. Weight
<b>5-12 Structure</b>						
<b>Nucleus</b>						
072-0500-120C	5" OD X 120" CAPPED POST	1	0	0	63	63
072-0500-124C	5" OD X 124" CAPPED POST	1	0	0	65	65
072-0500-128C	5" OD X 128" CAPPED POST	1	0	0	67	67
072-0500-140C	5" OD X 140" CAPPED POST	2	0	0	74	148
072-0500-184C	5" OD X 184" CAPPED POST	4	0	0	96	384
072-0500-196C	5" OD X 196" CAPPED POST	2	0	0	103	206
270-0120	EVOLUTION UNITARY ENCLOSURE	1	0	0	34	34
270-0122	EVOLUTION OFFSET ENCLOSURE	1	0	0	34	34
270-0129	TRIANGLE PLATFORM	1	2	2	48	48
270-0131	HEXAGONAL PLATFORM S5P	1	12	12	287	287
370-0204	LINX LEVITATE CLIMBER	1	6	6	223	223
370-0467	24" TRANSITION STAIR W/BARRIERS	1	2	2	164	164
370-0865	TREE BRANCH CLIMBER 72"	1	4	4	33	33
370-1650	EVOLUTION, GROUND TO ROOF CLI...	1	7	7	471	471
370-1651	TRANGO CLIMBER, POST TO POST	1	5	5	32	32
370-1659	TRANSFER STATION, HANDRAIL 48"	1	6	6	210	210
470-0105	COBRA SLIDE CURVED 72"	1	2	2	203	203
470-0754	VELO SLIDE 64"-72", W/O HOOD	1	2	2	111	111
470-0804	SLIDE HOOD, LOW SIDE WALL	1	0	0	32	32
470-0808	EVOLUTION ROOF BOTTOM EDGE	1	0	0	13	13
470-0813	EVOLUTION HEX ROOF	1	0	0	211	211
570-0846	SPANISH 2-SIDED PLAY PANEL	1	2	2	44	44
600-0104	NPPS SUPERVISION SAFETY KIT	1	0	0	3	3
660-0103	MAINTENANCE KIT, STRUCTURE	1	0	0	7	7
660-0104	INSTALLATION KIT, STRUCTURE	1	0	0	5	5

### 5-12 Structure

#### Intensity

370-1608	OVISTEP LAUNCH PAD	2	1	2	10	20
370-1676	STRAIGHT HORIZONTAL LADDER, N...	1	6	6	58	58

### 5-12 Structure

#### Burke Basics

580-1364	LIL NOVO BEAN STEP	1	1	1	28	28
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Total User Capacity: 59  
Total Weight: 3204 lbs.

Item 12.

## Freestanding

### Burke Basics

560-0457	SWIFT TWIST SPINNER	2	1	2	52	104
560-2579	VOLTA INCLUSIVE SPINNER	1	9	9	475	475
660-0101	INSTALL KIT, BURKE BASICS - P...	1	0	0	2	2

Total User Capacity: 11  
Total Weight: 581 lbs.

## 2-5 Structure

### Synergy

072-0300-103C	3 1/2" OD X 103" CAPPED POST	2	0	0	38	76
072-0300-87C	3 1/2" OD X 87" CAPPED POST	1	0	0	32	32
072-0300-99C	3 1/2" OD X 99" CAPPED POST	2	0	0	37	74
290-0102	SQUARE PLATFORM	1	4	4	59	59
290-0111	CLIMBER ENCLOSURE 2-5	2	0	0	17	34
390-0130	CRUX CLIMBER 32"	1	4	4	29	29
390-0147	TRANSFER STATION, HANDRAIL 32"	1	4	4	134	134
390-0154	TREE BRANCH CLIMBER 32"	1	2	2	15	15
390-0217	APEX HOLE CLIMBER 2-5	1	2	2	55	55
390-0221	LINX CLIMBER	1	3	3	112	112
490-0147	VIPER L 32	1	1	1	75	75
490-0149	VIPER SLIDE SIT DOWN BAR	1	0	0	10	10
590-0427	CLASSIC GAME RING PANEL	1	2	2	80	80

## 2-5 Structure

### Burke Basics

580-1364	LIL NOVO BEAN STEP	1	1	1	28	28
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Total User Capacity: 23  
Total Weight: 813 lbs.



**COLOR SELECTION LIST | Default Color Option**

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**GROUP 1 (5-12 Structure)**

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Deck: Gray  
Post: Mint  
Flat: Black  
Acc: Aqua  
Plastic: Granite  
Panel: Black-Gray-Black

---

**GROUP 2 (2-5 Structure)**

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Deck: Gray  
Post: Mint  
Flat: Black  
Acc: Aqua  
Panel: Black-Gray-Black  
Plastic: Granite

---

**GROUP 3 (Freestanding)**

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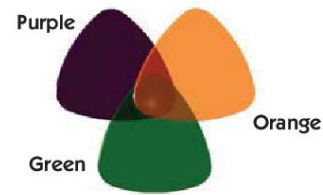
Plastic: Granite  
Flat: Black  
Acc: Aqua

# COLORS THAT MOVE YOU

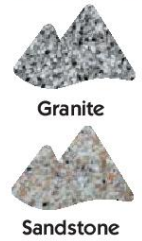
## POWDER COAT PAINT



## SOLIS HUE TOPPERS



## ROCKIT CLIMBERS



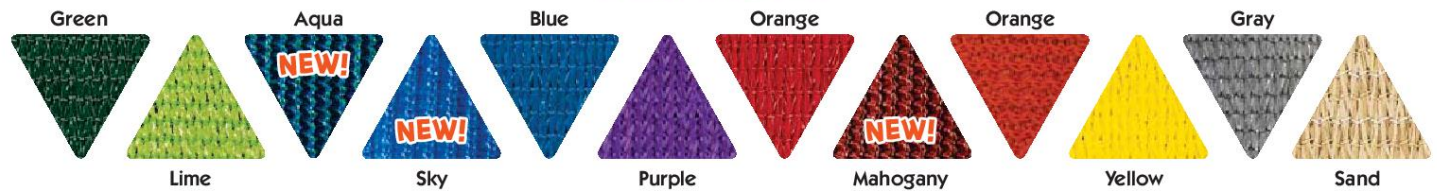
## PLATFORMS



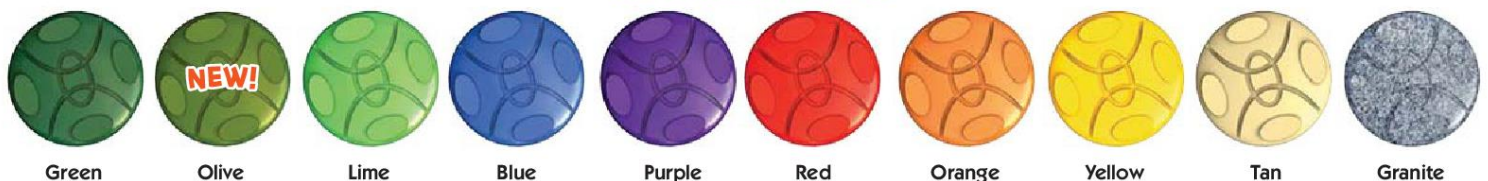
## HDPE PLASTIC PANELS



## SHADE CANOPIES



## ROTOMOLD PLASTIC



VISIT [BCIBURKE.COM/COLOR](http://BCIBURKE.COM/COLOR) TO CUSTOMIZE YOUR PLAYGROUND COLORS!

# BURKE GENERATIONS WARRANTY®

## The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

## We stand behind our products. In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Synergy™, Nucleus®, Voltage®, Little Buddies®, ELEVATE®, ACTIVATE®, INVIGORATE™) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKonnecT® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Synergy™, Intensity®, Nucleus®, Voltage®, Little Buddies®, ELEVATE®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty.
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables and LEVEL X® flex bridge against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

**THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

**Warranty Exclusions:** The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

**Limitation of Remedies:** Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

### Terms of Sale

**Pricing:** Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

**Weights:** Weights are approximate and may vary with actual orders.

**Installation:** All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

**Specifications:** Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

**Loss or Damage in Transit:** A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

01/2021



## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> August 21, 2023	<b>Subject: Resolution No. 3078</b> Authorizing The City Manager to Execute Construction Contract With 3 Kings Environmental, Inc. for the Demolition of the Kiva Building (CIP #8153)  <b>Staff Member:</b> Martin Montalvo, Operations Manager  <b>Department:</b> Public Works	
<b>Action Required</b> <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda	<b>Advisory Board/Commission Recommendation</b> <input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable  <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Staff recommends Council adopt the Consent Agenda.		
<b>Recommended Language for Motion:</b> I move to adopt the Consent Agenda.		
<b>Project / Issue Relates To:</b>		
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable

### ISSUE BEFORE COUNCIL:

City of Wilsonville Resolution approving the bid process and awarding a construction contract to 3 Kings Environmental, Inc. for the demolition of the Kiva Building (CIP #8153) located at 29796 Town Center Loop East in the amount of \$230,655.00.



## **EXECUTIVE SUMMARY:**

In October 2007, the City of Wilsonville purchased a church (Kiva), school (Art Tech), and associated grounds from the Willamette Valley Wesleyan Church located at 29790 and 29796 SW Town Center Loop E, Wilsonville. For the past several years, the City has leased both buildings to the West Linn-Wilsonville School District. When the school district lease ended in the summer of 2021 the City assumed full maintenance responsibility for the property.

The Kiva building is a 7,280-square-foot, two-story building that was built in 1979. On the main floor are a large conference room, office space, restrooms, and kitchen. In the daylight basement are additional office spaces and restrooms.

Around March 17, 2021, staff reported a large opening in the sheetrock of the ceiling in the large conference room of the Kiva building as well as a gap between an interior wall and the eastern exterior wall. Staff accessed the attic above the room to determine the potential cause of the separation and discovered two-thirds of the scissor trusses, which support the roof, and ceiling had failed. Access to the building was immediately prohibited and a structural engineer was hired to assess the damage and provide options for addressing the structural failure. In July 2021, a contract was advertised to make repairs to the building and no responsive bids were received.

In February 2023 staff hired SERA Architecture to develop alternatives and respective cost for repairing the building and bringing it up to current code. An alternative for demolishing the building was also provided. Based on the information provided, Council elected for the demolition of the building. This option consisted of:

**Option 4 Demolition to Foundation:** Involves demolition of the wood frame upper level and selective preservation of the lower level foundation. The foundation preservation is required in order to support the existing land bridge, which is the only ADA access to the upper level of the adjacent Art Tech Building. The engineer's estimated cost to perform this work was \$620,000.

On July 27, 2023, the City issued a Request for Bids from qualified contractors for the Kiva Building Demolition (CIP #8153). The City received two responsive bids for the project. The apparent low bid was from 3 Kings Environmental, Inc. for \$230,655.

## **EXPECTED RESULTS:**

By executing this construction contract, the City will address the structural failures with the Kiva Building and reduce the City's liability associated with the property.

## **TIMELINE:**

October 27, 2023 is the project completion date.

## **CURRENT YEAR BUDGET IMPACTS:**

Funding for project is included in the FY 23/24 CIP budget.

**COMMUNITY INVOLVEMENT PROCESS:**

Adjacent property owners will be advised as to the construction impacts in accordance with the demolition permit requirements.

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

Impacts on the community are minimal. The Kiva Building had been operated by the School District for the past several years. No community access was provided at that time and none has been provided since the transition back to City operations.

**ALTERNATIVES:**

Reject the Construction Contract as proposed and seek alternative design for rehabilitation.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 3078
  - A. Construction Contract for the Kiva Building Demolition Project (CIP #8153)

**RESOLUTION NO. 3078****A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH 3 KINGS ENVIRONMENTAL, INC. FOR THE DEMOLITION OF THE KIVA BUILDING (CIP # 8153).**

WHEREAS, the City owns and is responsible for the Kiva Building located at 29796 SW Town Center Loop E, Wilsonville; and

WHEREAS, the Kiva Building suffered catastrophic structural failures to its roof trusses; and

WHEREAS, the City Council determined that it was within the best interest of the City to demolish the building rather than attempt to repair it; and

WHEREAS, the City issued a formal Request for Bids for this project.

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

1. The procurement process for the Project duly followed Oregon Contracting Rules, and 3 Kings Environmental, Inc. was determined to be the lowest responsive bidder
2. The City of Wilsonville, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a construction contract with 3 Kings Environmental, Inc. for a not-to-exceed amount of \$230,655.00.
3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof on this 21<sup>st</sup> day of August 2023, and filed with the Wilsonville City Recorder this date.

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Julie Fitzgerald, Mayor

ATTEST:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBIT:

A. Construction Contract for Kiva Building Demolition (CIP#8153)



## CITY OF WILSONVILLE CONSTRUCTION CONTRACT

This Construction Contract (“Contract”) for the Kiva Building Demolition Project (“Project”) is made and entered into on this \_\_\_\_ day of August 2023 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **3 Kings Environmental, Inc.**, a Washington corporation (hereinafter referred to as “Contractor”).

### RECITALS

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

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

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

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

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

### AGREEMENT

#### Section 1. Contract Documents

This Contract includes and incorporates by reference all of the foregoing Recitals, all of the following additional “Contract Documents,” and any and all terms and conditions set forth in such Contract Documents: Specifications and Contract Documents for Kiva Building Demolition, dated April 14, 2023; Kiva Building Demolition Plans, dated April 14, 2023; Contractor’s Bid submitted in response thereto; Project Specific Special Provisions; General Conditions; and the provisions of Oregon Revised Statutes (ORS) 279C, as more particularly set forth in this Contract. Contractor must be familiar with all of the foregoing and comply with them. Any conflict or inconsistency between the Contract Documents shall be called to the attention of the City by Contractor before proceeding with affected work. All Contract Documents should be read in concert and Contractor is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

## **Section 2. Scope of Work**

Contractor will perform the demolition services as more particularly described herein and in the other Contract Documents for the Project (the “Work”). Contractor shall diligently perform the Work according to the requirements identified in the Scope of Work and Contract Documents.

## **Section 3. Term**

The term of this Contract shall be from the Effective Date until all Work required to be performed hereunder is completed and accepted, or no later than October 27, 2023, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. All Work must be at Substantial Completion by no later than October 20, 2023, and at Final Completion by October 27, 2023. See **Section 22** for the definitions of Substantial Completion and Final Completion.

## **Section 4. Contractor’s Work**

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

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

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

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

## **Section 5. Contract Sum, Retainage, and Payment**

5.1. Except as otherwise set forth in this **Section 5**, the City agrees to pay Contractor a not-to-exceed amount of TWO HUNDRED THIRTY THOUSAND SIX HUNDRED SIXTY-FIVE DOLLARS (\$230,665) for performance of the Work (“Contract Sum”). Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor.

5.2. During the course of Contractor’s performance, if the City, through its Project Manager, specifically requests Contractor to provide additional services beyond the Scope of Work

described in the Contract Documents, Contractor shall provide such additional services and bill the City a reasonable agreed upon fee, pursuant to a written Change Order, executed in compliance with the provisions of **Section 23**.

5.3. Contractor will be paid for Work for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice, less a five percent (5%) withholding for retainage. Retainage shall be as outlined in the Contract Documents and as specified under ORS 279C.550 to 279C.570. If the City disputes an invoice, the undisputed portion of the invoice will be paid by the City within the above timeframe, less the retainage. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Contractor as promptly as is reasonably possible. Final payment will be held until completion of the final walkthrough, as described in **Section 22**.

5.4. The City will be responsible for the direct payment of required fees payable to governmental agencies, including but not limited to plan checking, land use, zoning, permitting, and all other similar fees resulting from this Project that are not specifically otherwise provided for in the Contract Documents.

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

5.6. Contract provisions regarding payment policies, progress payments, interest, etc. are as outlined in the Contract Documents and in ORS 279C.570.

## **Section 6. Prevailing Wages**

This is a Contract for a Public Works Project, subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this project are those published by the Bureau of Labor and Industries (BOLI), effective January 1, 2023, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at the following website: <http://www.oregon.gov/boli/employers/pages/prevailing-wage-rates.aspx>. Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Work, either by Contractor, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Work, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. Contractor must comply with all public contracting wages required by law. Contractor and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the Contract for breach. Contractor shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under

ORS 279C.840(5). Contractor must include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

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

## **Section 7. Filing of Certified Statement**

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

## **Section 8. Reports to Department of Revenue**

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

## **Section 9. City's Rights and Responsibilities**

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

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

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

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

shall not relieve Contractor or its surety from the obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or services furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined, and the claim, if valid, is paid by Contractor or the City. There shall be no final acceptance of the Work under the Contract until all such claims have been resolved.

9.5. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2023-24. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this Contract early, as described in **Section 20**.

## **Section 10. City's Project Manager**

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

## **Section 11. Contractor's Project Manager**

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

## **Section 12. Project Information**

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

## **Section 13. Duty to Inform**

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

## Section 14. Subcontractors and Assignments

14.1. Contractor shall not assign any of Contractor's rights acquired hereunder without obtaining prior written approval from the City. Some Work may be performed by persons other than Contractor, provided Contractor advises the City of the names of such subcontractors and the services which they intend to provide, and the City specifically agrees, in writing, to such subcontracting. The City hereby agrees that Contractor will contract with Fox Erosion Control and Landscape, Inc. to provide its landscaping services, and Wire Rite Electric, Inc. to provide its electrical services, which are a critical part of this Contract. Contractor acknowledges such services will be provided to the City pursuant to a subcontract(s) between Contractor and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Contract, the City incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any attempted assignment of this Contract without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Contractor shall not be subject to additional reimbursement by the City.

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

## Section 15. Contractor's Responsibilities

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

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

15.2. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the Contract Sum provided for under **Section 5** of this Contract. Contractor will be solely responsible for determining the manner and means of accomplishing the end result of Contractor's Work. The City does not have the right to control or interfere with the manner or method

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

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

15.4. Contractor shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Contractor's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Contractor shall require that all of Contractor's subcontractors also comply with, and be subject to, the provisions of this **Section 15** and meet the same insurance requirements of Contractor under this Contract.

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

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

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

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

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

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

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

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

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

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

15.14. Contractor agrees that if Contractor or a first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with this Contract



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

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

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

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

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

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

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

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

15.19. For personal/professional service contracts, as designated under ORS 279A.055, instead of 15.17.1, 15.17.2, and 15.17.3 above, a laborer shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one (1) week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC §§ 201 to 209 from receiving overtime.

15.20. Contractor shall follow all other exceptions, pursuant to ORS 279B.235 (for non-public improvement contracts) and ORS 279C.540 (for public improvement contracts), including

contracts involving a collective bargaining agreement, contracts for services, and contracts for fire prevention or suppression.

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

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

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

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

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

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

## **Section 16. Subcontractor Requirements**

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

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

16.1.2. An interest penalty clause that obligates Contractor, if payment is not made within 30 days after receipt of payment from the City, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause outlined in **Subsection 16.1.1** above. A contractor or first-tier subcontractor may not be obligated to pay an interest penalty if the only reason that the contractor or first-tier subcontractor did not make payment when payment was due is that the contractor or first-tier subcontractor did not receive payment from the City or Contractor when payment was due. The interest penalty period shall begin on the day after the required payment date and end on the date on which payment of the amount due is made and shall be computed at the rate specified in ORS 279C.515(2).

16.2. Contractor shall include in each subcontract, as a condition of performance of such contract, a provision requiring the first-tier subcontractor to include a payment clause and interest penalty clause, conforming to the standards set forth in **Subsections 16.1.1 and 16.1.2** above, in each of its subcontracts and requiring that the same clauses be included in any of the first-tier subcontractors' subcontracts with a lower-tier subcontractor or supplier.

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

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

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

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

## **Section 17. Environmental Laws**

17.1. Although the City is not aware of any of the following, before beginning construction, Contractor shall determine if there is any asbestos, lead paint, or other hazardous materials that will be removed or disturbed as a part of the Project. If disturbance or removal is required, Contractor will advise the City, in writing, and will provide the City with a detailed written supplemental Scope of Work concerning how such disturbance or removal will be accomplished and how materials, if any, will be disposed of, all in accordance with State and Federal environmental laws. Work required due to the finding of any such hazardous materials will require a written Change Order.

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

FEDERAL AGENCIES:

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

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

STATE AGENCIES:

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

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

LOCAL AGENCIES:

County Courts  
 Port Districts  
 County Service Districts  
 Water Districts

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

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

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

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

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

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

## **Section 18. Indemnity**

18.1. Indemnification. Contractor acknowledges responsibility for liability arising out of the performance of this Contract, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim

resulting or allegedly resulting from Contractor's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Contract, or from Contractor's failure to perform its responsibilities as set forth in this Contract. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Contractor shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Contractor of its responsibility to perform in full conformity with the City's requirements, as set forth in this Contract, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Contractor's negligent performance of this Contract, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 18.2**. Contractor shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Contractor. As used herein, the term "Contractor" applies to Contractor and its own agents, employees, and suppliers, and to all of Contractor's subcontractors, including their agents, employees, and suppliers.

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

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

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

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

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

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

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

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

18.4. Primary Coverage. The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Contractor shall be responsible for any deductible

amounts payable under all policies of insurance. If insurance policies are “Claims Made” policies, Contractor will be required to maintain such policies in full force and effect throughout any warranty period.

## **Section 19. Bonding Requirements**

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

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

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

## **Section 20. Early Termination; Default**

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

20.1.1. By mutual written consent of the parties;

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

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

20.2. If the City terminates this Contract in whole or in part, due to default or failure of Contractor to perform Work in accordance with the Contract, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Contractor shall be liable for all costs and damages incurred by the City as a result of the default by Contractor, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Contract. This Contract shall be in full force to the extent not terminated by written notice from

the City to Contractor. In the event of a default, the City will provide Contractor with written notice of the default and a period of ten (10) days to cure the default. If Contractor notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, which agreed upon extension must be in writing and signed by the parties prior to the expiration of the cure period. Unless a written, signed extension has been fully executed by the parties, if Contractor fails to cure prior to expiration of the cure period, the Contract is automatically terminated.

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

20.4. Termination under any provision of this Section shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. Contractor shall surrender to the City items of work or portions thereof, referred to in **Section 26**, for which Contractor has received payment or the City has made payment.

## **Section 21. Suspension of Work**

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

## **Section 22. Substantial Completion, Final Completion, and Liquidated Damages**

22.1. Contractor's Project Manager and City's Project Manager shall conduct a final inspection of the Project when Contractor believes the Work is substantially complete, and create a project corrections list ("punch list") of items to be completed before final payment will be made. Substantial Completion means that the Work is completed, as defined in the Scope of Work, and only minor punch list items remain that do not significantly impact public use of the surrounding area. Unless otherwise agreed to, in writing, by both parties, the punch list items will be completed within seven (7) days thereof, and then a final walk-through will occur to confirm all punch list items have been completed. Final payment will occur upon completion of all punch list items ("Final Completion") as determined by final acceptance by the City ("Final Acceptance"). Substantial Completion must occur on or before October 20, 2023 or liquidated damages will apply. The parties agree that delay damages can be significant but are often difficult to quantify and costly to litigate; therefore the Contractor and the City agree that the sums set forth below in **Subsections 22.3 and 22.4** shall apply as liquidated damages for every day the Project is not completed beyond the Substantial Completion and Final Completion dates.

22.2. The City and Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss and public detriment if the Work is not substantially completed within the time specified in the paragraph above, plus any extensions thereof granted, in writing, by the City. Both parties also recognize the delays, expenses, and difficulties involved in proving in a



legal proceeding the actual loss suffered by the City if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that, as liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amounts listed below for each and every day that expires after the time specified for Substantial and Final Completion.

22.3. Liquidated damages shall apply against Contractor and accrue to the City at the rate of One Thousand Ninety-Five Dollars (\$1,095) for each day that expires after the time specified for Substantial Completion of all Work until the Work reaches Substantial Completion.

22.4. If Contractor shall neglect, fail, or refuse to complete the remaining Work on the punch list by the Final Completion date of October 27, 2023, or any written extension thereof granted by the City, Contractor shall pay the City One Thousand Ninety-Five Dollars (\$1,095) for each day that expires after the time specified above for the Work to reach Final Completion and be ready for final payment. Retainage will not be released before Final Completion is established.

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

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

### **Section 23. Contract Modification; Change Orders**

Any modification of the provisions of this Contract shall not be enforceable or binding unless reduced to writing and signed by both the City and Contractor. A modification is a written document, contemporaneously executed by the City and Contractor, which increases or decreases the cost to the City over the agreed Contract Sum in **Section 5** of this Contract, or changes or modifies the Work described in the Contract Documents or the time for performance. In the event Contractor receives any communication of whatsoever nature from the City, which communication Contractor contends gives rise to any modification of this Contract, Contractor shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of a Change Order. Contractor's failure to submit such written request for modification in the form of a Change Order shall be the basis for refusal by the City to treat said communication as a basis for modification or to

allow such modification. In connection with any modification to this Contract affecting any change in price, Contractor shall submit a complete breakdown of labor, material, equipment, and other costs. If Contractor incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Change Order. To be enforceable, the Change Order must describe with particularity the nature of the change, any delay in time the Change Order will cause, or any increase or decrease in the Contract Sum. The Change Order must be signed and dated by both Contractor and the City before the Change Order may be implemented.

## **Section 24. Dispute Resolution**

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

## **Section 25. Access to Records**

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

## **Section 26. Property of the City**

All documents, reports, and research gathered or prepared by Contractor under this Contract, including but not limited to spreadsheets, charts, graphs, drawings, tracings, maps, surveying records, mylars, modeling, data generation, papers, diaries, inspection reports, photographs, and any originals or certified copies of the original work forms, if any, shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Contractor as creator of such work shall be conveyed to the City upon request without additional compensation.

## **Section 27. Notices**

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

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

To Contractor: 3 Kings Environmental, Inc.  
 Attn: Tiffany Fields  
 (street address) 15001 NE 10<sup>th</sup> Avenue  
 Vancouver, WA 98685

(mailing address) PO Box 280  
 Battle Ground, WA 98604

## Section 28. Miscellaneous Provisions

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

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

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

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

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

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

28.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Contract or to interpret or enforce any rights or obligations

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

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

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

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

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

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

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

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

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

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

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

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

28.18. Defined Terms. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Specifications and Contract Documents.

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

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

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

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

**CONTRACTOR:**

3 KINGS ENVIRONMENTAL, INC.

By: \_\_\_\_\_

Tiffany Fields  
As Its: Assistant Secretary

EIN/Tax I.D. No. 91-1724720

**CITY:**

CITY OF WILSONVILLE

By: \_\_\_\_\_

Bryan Cosgrove  
As Its: City Manager

\_\_\_\_\_  
Amanda Guile-Hinman, City Attorney  
City of Wilsonville, Oregon

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## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> August 21, 2023		<b>Subject: Resolution No. 3080</b> Purchase of One Battery-Electric Replica Trolley from Schetky Nw Sales, Inc.  <b>Staff Member:</b> Scott Simonton, Fleet Services Manager  <b>Department:</b> Fleet Services	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable  <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Staff recommends Council approve the Consent Agenda.			
<b>Recommended Language for Motion:</b> I move to approve the Consent Agenda.			
<b>Project / Issue Relates To:</b>			
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable	

### ISSUE BEFORE COUNCIL:

Staff is seeking Council approval to award a contract for the purchase of a battery-electric trolley from Schetky Bus Sales, in the amount of \$599,700.00.

**EXECUTIVE SUMMARY:**

SMART has owned and operated a trolley for many years. Primarily used for special events and summer activities, this vehicle has proven to be very popular among Wilsonville citizens. However, the current trolley is 22 years old, and is in poor condition.

In keeping with SMART's goal of transitioning to an alternatively fueled fleet, a Request for Proposals was released, seeking a battery-electric trolley. One proposal was received and deemed to be acceptable. SMART applied for, and received, \$412,000 in funding through an Oregon Department of Environmental Quality (DEQ) Diesel Mitigation grant, which aims to replace existing diesel vehicles with zero emission replacement vehicles. This grant will cover roughly 70% of the total project cost.

This trolley is fully compatible with SMART's current electric bus charging equipment. The vehicle is fully ADA compliant, with seating for up to 32 passengers.

**EXPECTED RESULTS:**

The addition of a new trolley will allow SMART to bring back summer trolley tours and be available for other special events in the future. Additionally, because the proposed vehicle is fully enclosed, it can be used year round.

**TIMELINE:**

The manufacturer has stated a lead-time of 330 days from order placement to vehicle delivery.

**CURRENT YEAR BUDGET IMPACTS:**

Due to lead-time of approximately one year, we do not anticipate receiving the vehicle until the beginning of fiscal year 2025. SMART has funds in reserve to cover the matching amount of \$187,700.

**COMMUNITY INVOLVEMENT PROCESS:**

The most recent Transit Master Plan included extensive public outreach. The Transit Master Plan includes SMART's stated goal of being free of diesel and gasoline powered buses by 2028.

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

SMART's trolley is a popular draw among Wilsonville residents. The current trolley is diesel fueled, and open air. The proposed replacement vehicle, being electric, will produce no exhaust emissions, and is fully enclosed. This will allow SMART to operate their trolley service for a much larger portion of the year.

**ALTERNATIVES:**

N/A

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 3080
  - A. Contract
2. MT50E Electric Villager Brochure



**RESOLUTION NO. 3080****A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING SOUTH METRO AREA REGIONAL TRANSIT (SMART) TO PURCHASE ONE BATTERY-ELECTRIC REPLICA TROLLEY FROM SCHETKY NW SALES, INC.**

WHEREAS, a goal of SMART (South Metro Area Regional Transit) is to transition its bus fleet to low emission alternatively fueled vehicles; and

WHEREAS, SMART's existing trolley is well past its useful life, and is in need of major repairs; and

WHEREAS, City staff has completed a competitive RFP process for this procurement that met State, Federal, and City procurement requirements in order to guarantee fair and open competition; and

WHEREAS, only one proposal was received, and was reviewed and deemed acceptable by city staff; and

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

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

Section 1. Based on the above recitals, which are incorporated herein, the City Council, acting as the Local Contract Review Board, does hereby approve and authorize SMART to award a purchase contract for one (1) battery-electric replica trolley to Schetky NW Sales.

Section 2. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 21st day of August, 2023, and filed with the Wilsonville City Recorder this date.

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JULIE FITZGERALD, MAYOR

ATTEST:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBITS:

A. Contract

## CITY OF WILSONVILLE GOODS AND SERVICES CONTRACT

This Goods and Services Contract (“Contract”) for the Battery Electric Trolley purchase is made and entered into on this \_\_\_\_\_ day of August 2023 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Schetky Northwest Sales, Inc.**, an Oregon corporation (hereinafter referred to as “Supplier”).

### RECITALS

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

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

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

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

### AGREEMENT

#### **Section 1. Contract Documents**

This Contract includes and incorporates by reference all of the foregoing recitals and all of the following additional documents: the Battery-Electric Replica Trolley Request for Proposals, dated May 18, 2023, and Supplier’s Proposal in response thereto (together with this Contract collectively referred to herein as “Contract Documents”). Supplier must be familiar with all of the foregoing and comply with them. All Contract Documents should be read in concert and Supplier is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

#### **Section 2. Goods Purchased, Equipment Price, and Delivery Date**

Supplier will supply the equipment described in the Contract Documents, and as more particularly described in the Scope of Equipment attached hereto as **Exhibit A** and incorporated by reference herein (“Equipment”). The price of the Equipment is FIVE HUNDRED NINETY-NINE THOUSAND SEVEN HUNDRED DOLLARS (\$599,700) and includes delivery to 28879 SW Boberg Road, Wilsonville, Oregon 97070 (“Delivery Location”). Sale shall occur upon inspection of the Equipment by the City and acceptance of delivery at the Delivery Location. The City will pay Supplier in full within 30 days of acceptance of delivery of the Equipment.

Supplier will schedule a date and time for delivery. Delivery must occur on or before September 30, 2024.

### **Section 3. Subcontractors and Assignments**

Supplier shall neither subcontract with others for any of the services prescribed herein nor assign any of Supplier's rights acquired hereunder.

### **Section 4. Insurance**

**4.1. Business Automobile Liability Insurance.** If Supplier will be using a motor vehicle in the performance of the services herein, Supplier shall provide the City a certificate indicating that Supplier has 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**.

**4.2. Workers Compensation Insurance.** Supplier and all employers providing work, labor, or materials under this Contract that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Suppliers 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.

**4.3. Certificates of Insurance.** As evidence of the insurance coverage required by this Contract, Supplier shall furnish a Certificate of Insurance to the City. This Contract shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Supplier agrees that it will not terminate or change its coverage during the term of this Contract without giving the City at least thirty (30) days' prior advance notice and Supplier 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.

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

### **Section 5. Warranties.**

Equipment warranties are attached hereto as **Exhibit B**. Supplier hereby represents that Supplier will promptly and thoroughly perform all warranty services at its location in Portland or at another location mutually agreed upon, in writing, by the parties.

## **Section 6. Contract Modification; Change Orders**

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

## **Section 7. Notices**

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

To City: City of Wilsonville SMART  
Attn: Scott Simonton, Fleet Manager  
29799 SW Town Center Loop East  
Wilsonville, OR 97070-9454

To Supplier: Schetky Northwest Sales, Inc.  
Attn: Kevin Mansfield  
8430 NE Lombard Street  
Portland, OR 97220

## **Section 8. Early Termination; Default**

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

8.1.1. By mutual written consent of the parties;

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

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

8.2. If the City terminates this Contract, in whole or in part, due to default or failure of Supplier to perform services in accordance with the Contract, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Supplier shall be liable for all costs and damages incurred by the City as a result of the default by Supplier, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Contract. This Contract shall be in full force to the extent not terminated by written notice from the City to Supplier. In the event of a default, the City will provide Supplier with written notice of the default and a period of ten (10) days to cure the default. If Supplier 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, which agreed upon extension must be in writing and signed by the parties prior to the expiration of the cure period. Unless a written, signed extension has been fully executed by the parties, if Supplier fails to cure prior to expiration of the cure period, the Contract is automatically terminated.

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

8.4. Termination under any provision of this section shall not affect any right, obligation, or liability of Supplier or the City that accrued prior to such termination.

## **Section 9. Liquidated Damages**

9.1. The City and Supplier recognize that time is of the essence of this Contract and that the City will suffer financial loss and public detriment if the trolley is not delivered on time in accordance with this Contract. Both parties also recognize the delays, expenses, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the trolley is not delivered on time. Accordingly, instead of requiring any such proof, the City and Supplier agree that as Liquidated Damages for delay (but not as a penalty), Supplier shall pay the City the amount of One Hundred Dollars (\$100) per day for each and every day that expires after the agreed upon delivery date ("Liquidated Damages").

9.2. The parties further agree that this amount of Liquidated Damages is a reasonable forecast of just compensation for the harm caused by any breach and that this harm is one which is impossible or very difficult to estimate. In addition to the Liquidated Damages above, Supplier shall reimburse the City for all costs incurred by the City for inspection and project management services required beyond the time specified for final delivery of the trolley. If Supplier fails to reimburse the City directly, the City will deduct the cost from Supplier's final pay request.

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

## **Section 10. Miscellaneous Provisions**

10.1. Integration. This Contract, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these or any other

documents, the provisions of this Contract shall control, and the terms most favorable to the City, within the City's sole discretion, will apply.

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

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

10.4. No Assignment. Supplier may not delegate the performance of any obligation to a third party unless mutually agreed, in writing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

**SUPPLIER:**

**CITY:**

SCHETKY NORTHWEST SALES, INC.

CITY OF WILSONVILLE

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

As Its: \_\_\_\_\_

As Its: \_\_\_\_\_

EIN/Tax I.D. No. \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Amanda Guile-Hinman, City Attorney  
City of Wilsonville, Oregon

# EXHIBIT A

Item 14.

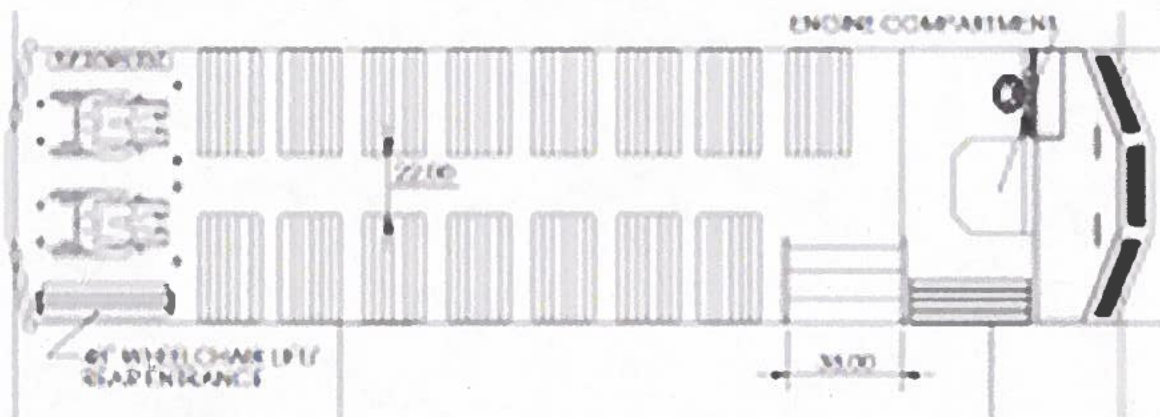
## Scope of Equipment

Supplier to provide one (1) battery-electric replica trolley which meets or exceeds the following required specifications:

Vehicle to be approximately 30-35 feet in length
Vehicle chassis to be OEM battery electric platform, BEV conversions will not be considered.
Two mobility device securement stations with floor mounted securement track, and adequate number of Q'straint straps (or approved equal)
Desired seating capacity 26-32.
Power adjustable driver's seat. Seat to be upholstered in vinyl, color to be Transit gray.
Passenger seating to be genuine hardwood slat style, finished to match exterior wood package.
Leather loop style standee grab straps to be installed on both sides of the aisle, minimum qty. 8 total.
All interior stanchions and standee rails to be finished in brass.
Delete passenger seatbelts.
Full length Plexiglas driver modesty panel.
Braun NCL919 wheelchair lift (or approved equal). Lift to be mounted directly aft of passenger entrance door. Lift shall feature a dedicated entry door.
Emergency escape roof hatch.
Public address system with a minimum of one auxiliary port.
Public address system to include six (6) speakers, evenly spaced in the ceiling of the bus.
Interior lighting preferred to be incandescent (not LED)
Passenger signal system w/ stop requested sign, operated by pull cords (no touch tape) with one time only chime (dual chime for ADA positions). Stop requested light on dashboard.
Wheelchair door ajar warning light on dashboard.
Motorola APX 6500 2 way radio, radio must meet current Clackamas County C800 digital specifications.
Hanover Displays amber LED front and side destination signs w/ software package (or approved equal)
REI HD5-600 six camera surveillance system with 750 GB storage drive (or approved equal), system to be Wi-Fi/GPS enabled.
Minimum 58,000 BTU A/C system. Skirt mounted condenser unit must be mounted fore of rear axle. Units mounted aft of rear axle will not be deemed acceptable. Roof mounted units may be considered, vendor to provide height dimension on any roof mounted A/C equipment.
Minimum 40,000 BTU passenger cabin heater, under seat or floor mount acceptable.
ITS system: GMV Syncromatics, to include MDT w/ RAM mount, APC, and automated stop announcements. Bidder to work directly with GMV to ensure proper equipment.
Gerflor anti-skid flooring (or approved equal), color TBD, vendors to include color choices in bid package.
Rubber step nosing, color TBD.
Standee line.

Vehicle must include 12V or 24V power distribution system.
Vehicle must provide a nominal range of at least 125 miles per charge
Vendor to provide detailed list of applicable vehicle chargers, and anticipated charging times with bid package
Vendor to provide on-site technical support at time of vehicle delivery, for the purpose of ensuring vehicle/charger compatibility.
Heated/remote exterior mirrors.
Electronic LED Yield sign wired to left turn signal.
Flush mounted or shielded side turn signals, midship mounted.
Docking lights for lift entrance.
Front standoff mount, capable of accepting owner supplied Sportworks Apex 3 bicycle rack.
Exterior paint color TBD, vendor to supply color choices with bid package.
Pinstripe package to be included.
5 lb. ABC fire extinguisher.
First aid kit.
Biohazard cleanup kit.
Minimum 34" electric passenger entrance door, 40" door preferred.

Sample floorplan





## EXHIBIT B

Item 14.

### **Hometown Manufacturing, Inc.**

750 Industrial Parkway | PO Box 185  
Crandon, WI 54520  
Phone: 715-301-0149 | Fax: 715-478-5095  
[www.hometown-mfg.com](http://www.hometown-mfg.com)

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## **WARRANTY**

### **Hometown Manufacturing, Inc. / Freightliner / Proterra Villager Electric Trolley**

Complete Trolley Materials and Workmanship – 1 Year  
Body and Chassis Structural Integrity – 3 Years / 50,000 Miles  
Proterra Battery - 8 Years / 150,000 Miles





# Fueling the Future

**Q**UANTUM ENERGY | ZERO EMISSIONS

[hometown-mfg.com](http://hometown-mfg.com)







Item 14.

# QUANTUM ENERGY | ZERO EMISSIONS

## ALL-ELECTRIC POWERTRAIN



## PERFORMANCE

- **OEM Platform:** Hometown Manufacturing HD
- **Max GVWR:** 23,000 lbs
- **Axle:** Dana ES9000R EAXLE
- **Battery Technology:** Proterra industrial grade liquid cooled lithium ion
- **Battery Capacity:** 226 kw/h
- **Range:** 130-140 miles
- **Gradeability:** 20%
- **Top Speed:** 70 mph
- **Regenerative Braking:** Standard
- **Level 2 AC Charging:** 19.2 kW / J1772
- **60kw Charge Time:** 3.5 hours
- **150kw Charge Time :** 1.8 hours
- **Charge Voltage & Power:** 208V, 25 kW
- **Operating Temperature:** --40 - 120 f



178"

Total Height 125"  
Total Int. Height 80.5"

715.301.0149

## FEATURES & BENEFITS



- Up to 93.7% operating and maintenance savings
- Drive in battery;  
8-year/150,000 mile warranty with 700+ U.S. service centers
- Independent battery control improves reliability and performance
- Instant torque that outperforms diesel options
- Full welded cage framing, enclosed or open air body style
- Finished with elegant, vintage-looking features such as spiral brass, mahogany, and leather grab straps
- Full ADA options available
- Multiple floor plans to choose from

HOMETOWN-MFG.CO

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## CITY COUNCIL MINUTES

July 17, 2023 at 7:00 PM

Wilsonville City Hall & Remote Video Conferencing

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### 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, July 17, 2023. Mayor Fitzgerald called the meeting to order at 7:01 p.m., followed by roll call and the Pledge of Allegiance.

### PRESENT

Mayor Fitzgerald  
 Council President Akervall - Excused  
 Councilor Linville  
 Councilor Berry  
 Councilor Dunwell - Excused

### STAFF PRESENT

Amanda Guile-Hinman, City Attorney  
 Andrew Barrett, Capital Projects Engineering Manager  
 Bill Evans, Communications & Marketing Manager  
 Bryan Cosgrove, City Manager  
 Dwight Brashear, Transit Director  
 Jeanna Troha, Assistant City Manager  
 Kimberly Veliz, City Recorder  
 Ronak Sameer-Asita, Administrative Intern  
 Zoe Mombert, Assistant to the City Manager

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

**Motion:** Moved to approve the following order of the agenda.

Motion made by Councilor Linville, Seconded by Councilor Berry.

**Voting Yea:**

Mayor Fitzgerald, Councilor Linville, Councilor Berry

**Vote** Motion carried 3-0.

**MAYOR'S BUSINESS****4. Civics Academy Graduation**

The Mayor shared that Council was proud to welcome the 26 Wilsonville community residents whom were graduating from the 2023 Civics Academy program.

It was explained that to graduate, participants could only miss two meetings throughout the six-month-long Civics Academy program which met once per month.

Additionally, two staff members from the Library audited the program.

The program featured a variety of City-hosted meetings and events designed to prepare community members for roles on local-government boards and commissions, as well as area non-profits.

The Civics Academy offered participants the opportunity to learn about the City's programs and operations, meet City staff and elected officials, and get to know fellow community members.

It was reiterated that the Civics Academy was an important program that helped to cultivate informed leaders in the community who can volunteer their skills and expertise with local government and nonprofit organizations.

The audience was informed the Arts, Culture and Heritage Strategy found, one of the most important aspects that the City can help with was to help build capacity of local nonprofit organizations. The Civics Academy helped to build capacity of nonprofits by exposing more members of the community to volunteer opportunities with these organizations.

The following participants were acknowledged for having 100% attendance at all of the 2023 Civics Academy sessions:

Angela Daglen	Aster Getachew	Becky Fromhart	Bill Bagnall
Carl Zaragoza	Kris Knudsen	Mary Vogel	Randy Shearer
Rhett Martin	Travis Webber		

Zoe Mombert, Assistant to the City Manager, shared background information on the Civics Academy program and then shared highlights of the 2023 Civics Academy.



It was shared that evening graduates would receive certificates. However, personalized street signs were being made for each graduate. The below is the list of 2023 Civics Academy graduates:

Aimee Eckley	Aldo Solano	Angela Daglen	Aster Getachew
Autumn Paul	Avery Eckley	Becky Fromhart	Bill Bagnall
Bill Greeley	Bob Ziel	Carl Zaragoza	Celia Barlow
Danny Solivan	John Andrews	Kathleen Lyda	Kris Knudsen
Lynn Sanders	Mary Vogel	Natalia Oguilve Araya	Nolan Thomas
Randy Shearer	Rebecca Lemke	Rhett Martin	Roger Fontes
Samantha Barker	Travis Webber		

After the presentation, certificates were handed out. Then pictures with all of the graduates and City Council members were taken.

There was a brief break for refreshments at 7:19 p.m.

The Council meeting resumed at 7:38 p.m.

## COMMUNICATIONS

### 1. Historical Society Community Enhancement Program Photo Digitization Project Report

Susan Schenk of the Wilsonville Boones Ferry Historical Society's presented on the Community Enhancement Program 2020-2022 Photo Digitization Project. The PowerPoint has been made part of the record. She reported on how the group utilized the Community Enhancement Program grant-funds to preserve photographs and educate the community about Wilsonville's history.

## MAYOR'S BUSINESS CONTINUED

### 2. Boards/Commission Appointments/Reappointments

The Mayor recommended to Council for confirmation the appointment of David Siha to the Diversity, Equity and Inclusion Committee for a term beginning July 17, 2023, to December 31, 2023.

### **Diversity, Equity and Inclusion Committee – Appointment**

Appointment of David Siha to the Diversity, Equity and Inclusion Committee for a term beginning 7/17/2023 to 12/31/2023.

**Motion:** Moved to ratify the appointment of David Siha to the Diversity, Equity and Inclusion Committee for a term beginning 7/17/2023 to 12/31/2023.

Motion made by Councilor Linville, Seconded by Councilor Berry.

**Voting Yea:**

Mayor Fitzgerald, Councilor Linville, Councilor Berry

**Vote:** Motion carried 3-0.

### 3. Upcoming Meetings

The Mayor presented on the following past event:

#### Diversity, Equity and Inclusion (DEI) Lecture

- Announced the last in a series of lectures put on by the City's Diversity, Equity and Inclusion Committee happened on July 6, 2023.
- The lecture was given by Ian Jaquiss, Community Engagement Manager, for the Relay Resource nonprofit. The lecture was on advocating employment for people with disabilities.
- Video of lecture would be posted on the City's website.

In terms of upcoming community activities, the Mayor called-out a few events:

#### Korean War Memorial 70<sup>th</sup> Anniversary Armistice Commemoration and Interpretive Center Preview

- Memorial and preview scheduled for July 29, 2023 at Town Center Park Oregon Korean War Memorial.
- The event honors Oregonians and Americans who died defending democracy and freedom for South Korea in a war from 1950 to 1953 with North Korea. Technically, the Korean War never actually ended, and rather there was a cessation of hostilities with an armistice truce.
- Traditionally, this observance ceremony includes the posting of colors and performances by a Korean-American Choir and others. Special this year would be presentation of the Korean Ambassador for Peace Medal to veterans, including posthumously.
- It was anticipated that there would be speeches by several notable Oregon leaders, including:
  - State Senator James Manning of Eugene who served in the Army for over 24 years
  - Kelly Fitzpatrick, Director of the Oregon Department of Veterans Affairs
  - Heon Soo "Peter" Kim, President of Korean Society of Oregon
  - Chuck Lusardi, President of the Korean War Veterans Association – Oregon Trail Chapter
  - Seo Eunji, Consul General of the Republic of Korea in Seattle
- After the ceremony, the City's Parks & Recreation Department along with the Korean War Memorial Foundation of Oregon would host a preview of the upcoming Oregon Korean War Memorial Interpretative Center.

#### Wilsonville Brewfest

- The Mayor announced the Wilsonville Brewfest was scheduled for Saturday, August 19, 2023 at the Piazza at Villebois.
- The Wilsonville Brewfest brings some of the best Oregon breweries to the neighborhood for a full day of beer tasting, food, music, and family fun.

### City Council Meeting

- The next meeting was scheduled for Monday, August 7, 2023.

### **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 citizen input before tonight's meeting ends or as quickly as possible thereafter. Please limit your comments to three minutes.

There was no public input.

### **COUNCILOR COMMENTS, LIAISON REPORTS AND MEETING ANNOUNCEMENTS**

4. Council President Akervall - Excused

5. Councilor Linville

Councilor Linville shared the following meetings had been cancelled:

- July 12, 2023 Opioid Settlement Prevention, Treatment and Recovery Board meeting
- July 27, 2023 Greater Portland Inc. (GPI) meeting

Councilor Linville noted the upcoming Rotary Club of Wilsonville Free Summer Concert Series at Town Center Park:

- Taken by the Sky on July 20, 2023
- Johnny Limbo & Lugnuts on July 27, 2023
- Conjunto Alegre on August 3, 2023
- Hit Machine on August 10, 2023

Councilor Linville reported she planned to attend:

- Wilsonville Chamber of Commerce Annual Fundraiser Golf Tournament on July 26, 2023
- Korean War Memorial Preview Ceremony on July 29, 2023

6. Councilor Berry

Councilor Berry planned to attend the below meetings on July 19, 2023:

- Clackamas County Coordinating Committee (C4) Metro Subcommittee
- Clackamas County Coordinating Committee (C4) Toll Strategy Subcommittee

Councilor Berry announced that the Parks & Recreation Department's Free Movies in the Park started the prior week, and would continue on July 28, August 11, and August 25, 2023 at the Memorial Park River Shelter.

7. Councilor Dunwell – Excused

## CONSENT AGENDA

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

8. **Resolution No. 3021**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute Guaranteed Maximum Price (GMP) Amendment No. 2 To The Progressive Design-Build Agreement For The Boeckman Road Corridor Project With Tapani|Sundt A Joint Venture.

9. **Resolution No. 3068**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Professional Services Agreement With Mayer Reed To Provide Landscape Architecture, Civil Engineering And Planning Services For The Frog Pond West Neighborhood Park Project (Capital Improvement Project #9175).

10. **Resolution No. 3075**

A Resolution Of The City Of Wilsonville Authorizing The Purchase Of One Utility Inspection Van From Cues, Inc.

11. **Resolution No. 3077**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Enter Into And Execute The Intergovernmental Agreement With Clackamas County For The Regional Advanced Transportation Controller And Signal Optimization Project.

12. Minutes of the June 19, 2023 City Council Meeting.

**Motion:** Moved to adopt the Consent Agenda.

Motion made by Councilor Linville, Seconded by Councilor Berry.

**Voting Yea:**

Mayor Fitzgerald, Councilor Linville, Councilor Berry

**Vote:** Motion carried 3-0.

## NEW BUSINESS

There was none.

## CONTINUING BUSINESS

### 13. **Ordinance No. 880** - 2<sup>nd</sup> Reading

An Ordinance Of The City Of Wilsonville Adopting An Updated Transit Master Plan As A Sub-Element Of The Transportation System Plan, Replacing All Prior Transit Master Plans, And Repealing Ordinance No. 805 And Ordinance No. 828.

The City Attorney read the title of Ordinance No. 880 into the record on second reading.

The Mayor read the second reading script.

There was no further input from staff.

**Motion:** Moved to adopt Ordinance No. 880 on second reading.

Motion made by Councilor Berry, Seconded by Councilor Linville.

Council appreciated and congratulated staff and consultants for creating an excellent Transit Master Plan that was robust and reflected the needs of the community. Council reminded that having a robust transportation plan was very important to the City of Wilsonville.

Dwight Brashear, Transit Director shared Kelsey Lewis, Grants & Programs Manager was the project manager, and she had done an incredible job. Additionally, he thanked Council for their support.

The Mayor appreciated Transit Director Dwight Brashear and recalled the many compliments received about Wilsonville's great transit system while at a recent trip to Washington DC.

### **Voting Yea:**

Mayor Fitzgerald, Councilor Linville, Councilor Berry

**Vote:** Motion carried 3-0.

## PUBLIC HEARING

There was none.

## CITY MANAGER'S BUSINESS

The following events were announced:

- City of Wilsonville Employee Summer Picnic on August 23, 2023
- Community Party in the Park on August 24, 2023

**LEGAL BUSINESS**

The City Attorney announced that there had been community members taking advantage of camping in both the vehicle camping area and the non-vehicle areas. Furthermore, campers had complied with all City regulations.

David Valenzuela, Code Compliance Coordinator had made contact with campers and provided them business cards with connections to services information. In addition, Leigh Crosby of Wilsonville Community Sharing whom is certified to do intake for Coordinated Housing Access (CHA) had been notified of the campers.

**ADJOURN**

Mayor Fitzgerald adjourned the meeting at 8:15 p.m.

Respectfully submitted,

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Kimberly Veliz, City Recorder

ATTEST:

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Julie Fitzgerald, Mayor



## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> August 21, 2023		<b>Subject: Resolution No. 3046</b> Establishing And Imposing Just And Equitable Parks, Recreation And Off Street Trail Facilities System Development Charges And Repealing Resolution No. 2133  <b>Staff Member:</b> Kris Ammerman, Parks and Recreation Director  <b>Department:</b> Parks and Recreation	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Public Hearing Date: August 21, 2023 <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> 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  <b>Comments:</b> N/A	
<b>Staff Recommendation:</b> Staff recommends Council adopt Resolution No. 3046.			
<b>Recommended Language for Motion:</b> I move to adopt Resolution No. 3046.			
<b>Project / Issue Relates To:</b>			
<input type="checkbox"/> Council Goals/Priorities:	<input checked="" type="checkbox"/> Adopted Master Plan(s): 2018 Parks and Recreation Comprehensive Master Plan 2015 Boones Ferry Park Master Plan 2014 Memorial Park Master Plan	<input type="checkbox"/> Not Applicable	

### ISSUE BEFORE COUNCIL:

Whether to adopt a new methodology for Parks system development charges (SDC).

**EXECUTIVE SUMMARY:**

The City of Wilsonville imposes a system development charge (SDC) to provide partial funding for the capital needs of its parks system. The last time the City recalculated its park SDC rate was in October of 2008. In late 2022, the City engaged FCS Group to recalculate its park SDC based on more recent growth estimates, project lists, and inventory data.

The current Park SDC rate is \$7,349/single family dwelling unit (SFDU). The recalculated max defensible Park SDC rate is \$25,040/SFDU. This is a significant increase, therefore it is staff's recommendation to increase the Park SDC from its current rate of \$7,349/SFDU to \$14,000/SFDU which is a much more reasonable figure that would still result in funding for meaningful park infrastructure. This updated rate would also put the city comfortably in the middle of the range when compared with neighboring jurisdictions.

Implementation

**Indexing** – Like the current rate, the updated rate will be tied to a construction cost index which will allow for periodic adjustments for inflation.

**Phasing** – The new rate will be phased in so that developers already in process are not surprised mid project with increased fees.

**EXPECTED RESULTS:**

Increase funding to establish and impose just and equitable parks, recreation and off street trail facilities system development charges for Wilsonville.

**TIMELINE:**

- June 5, 2023 – City Council Work Session #1
- July 17, 2023 – City Council Work Session #2
- August 21, 2023 – City Council Public Hearing
- January 1, 2024 – Implementation of recalculated SDC rate

**CURRENT YEAR BUDGET IMPACTS:**

The adopted budget for FY 22/23 included \$70,370 (CIP # 9161) for the park SDC methodology update. The project, as well as necessary funds to cover it, have carried over to FY 23/24.

**COMMUNITY INVOLVEMENT PROCESS:**

- February 9, 2023 - Parks and Recreation Advisory Board Presentation
- June 14, 2023 - Community Open House at City Hall
- August 21, 2023 – City Council Public Hearing

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

A recalculated Park SDC rate that will accurately reflect recent growth estimates, project lists, and inventory data resulting in updated funding for park infrastructure.



**ALTERNATIVES:**

Council can choose not to update the Park SDC rate, which will result in less funding for future park infrastructure.

**CITY MANAGER COMMENT:**

N/A

**ATTACHMENTS:**

1. Resolution No. 3046
2. City of Wilsonville Parks SDC Update Draft Report

**RESOLUTION NO. 3046****A RESOLUTION OF THE CITY OF WILSONVILLE ESTABLISHING AND IMPOSING JUST AND EQUITABLE PARKS, RECREATION AND OFF STREET TRAIL FACILITIES SYSTEMS DEVELOPMENT CHARGES AND REPEALING RESOLUTION NO. 2133.**

WHEREAS, on October 6, 2008 Council adopted Resolution No. 2133 establishing and imposing a Parks and Recreation Capital Improvement Systems Development Charge for Parks, Recreation and Off Street Trail facilities; and

WHEREAS, the capital improvement plan for Resolution No. 2133 included \$41,279,629 million in projects which provided increased capacity for 18,992 new employees and an increase of 17,595 new residents; and

WHEREAS, the unit cost of service for the additional capacity was allocated to single and multi-family dwelling developments by dwelling unit type and to other non-residential developments by the expected number of employees by land use and square footage; and

WHEREAS, on October 15, 2018 Council adopted Ordinance No. 00826 which approved the Parks and Recreation Master Plan with an update of the Capital Improvement Plan (CIP) and parks and recreation requirements; and

WHEREAS, staff has further updated the CIP projects from the 2018 Parks and Recreation Plan and has determined that of the total cost of City Parks over the planning period \$70M in the CIP there are growth related projects totaling \$45M; and

WHEREAS, from 2023 to 2036 there will be additional projected growth in population of 8,276 residents and an additional 6,593 employees, or 350 residential equivalents, from new development; and

WHEREAS, the City has contracted with FCS GROUP to complete a systems development charge study; and

WHEREAS, FCS GROUP completed and filed with the City Recorder as part of the record herein a report titled "Parks System Development Charge Update" for the City of Wilsonville and Parks SDC costs including compliance costs rounded to the nearest dollar are as follows:

Single Family	\$25,040 per dwelling unit
Multi-family	\$16,819 per dwelling unit
Non-residential	\$491 per employee; applied as shown below; and

	Industry Grouping (SIC)	Square Feet per Employee	Employees	
			per 1,000 Square Feet	SDC per 1,000 Square Feet
Ag., Fish & Forest Services; Constr.; Mining	1-19	590	1.695	\$ <b>832.02</b>
Food & Kindred Projects	20	630	1.587	<b>779.20</b>
Textile & Apparel	22, 23	930	1.075	<b>527.84</b>
Lumber & Wood	24	640	1.563	<b>767.02</b>
Furniture; Clay, Stone & Glass; Misc.	25, 32, 39	760	1.316	<b>645.91</b>
Paper & Allied	26	1,600	0.625	<b>306.81</b>
Printing, Publishing & Allied	27	450	2.222	<b>1,090.87</b>
Chemicals, Petroleum, Rubber, Leather	28-31	720	1.389	<b>681.80</b>
Primary & Fabricated Metals	33, 34	420	2.381	<b>1,168.79</b>
Machinery Equipment	35	300	3.333	<b>1,636.31</b>
Electrical Machinery, Equipment	36, 38	400	2.500	<b>1,227.23</b>
Transportation Equipment	37	700	1.429	<b>701.28</b>
TCPU--Transportation and Warehousing	40-42, 44, 45, 47	3,290	0.304	<b>149.21</b>
TCPU--Communications and Public Utilities	43, 46, 48, 49	460	2.174	<b>1,067.16</b>
Wholesale Trade	50, 51	1,390	0.719	<b>353.16</b>
Retail Trade	52-59	470	2.128	<b>1,044.45</b>
Finance, Insurance & Real Estate	60-68	370	2.703	<b>1,326.74</b>
Non-Health Services	70-79	770	1.299	<b>637.52</b>
Health Services	80	350	2.857	<b>1,402.55</b>
Educational, Social, Membership Services	81-89	740	1.351	<b>663.37</b>
Government	90-99	530	1.887	<b>926.21</b>

WHEREAS, the max defensible rates listed above would result in a significant increase to the current rate, City Staff is recommending a lower rate that will still provide for meaningful funding of future park infrastructure; and

WHEREAS, the recommended rates are as follows:

- \$14,000 per Single Family dwelling unit
- \$9,404 per multifamily dwelling unit
- \$274 per employee

	Industry Grouping (SIC)	Square Feet per Employee	Employees per 1,000 Square Feet	SDC per 1,000 SF
Ag., Fish & Forest Services; Constr.; Mining	1-19	590	1.695	\$ 465.19
Food & Kindred Projects	20	630	1.587	435.65
Textile & Apparel	22, 23	930	1.075	295.12
Lumber & Wood	24	640	1.563	428.85
Furniture; Clay, Stone & Glass; Misc.	25, 32, 39	760	1.316	361.13
Paper & Allied	26	1,600	0.625	171.54
Printing, Publishing & Allied	27	450	2.222	609.91
Chemicals, Petroleum, Rubber, Leather	28-31	720	1.389	381.20
Primary & Fabricated Metals	33, 34	420	2.381	653.48
Machinery Equipment	35	300	3.333	914.87
Electrical Machinery, Equipment	36, 38	400	2.500	686.15
Transportation Equipment	37	700	1.429	392.09
TCPU--Transportation and Warehousing	40-42, 44, 45, 47	3,290	0.304	83.42
TCPU--Communications and Public Utilities	43, 46, 48, 49	460	2.174	596.66
Wholesale Trade	50, 51	1,390	0.719	197.45
Retail Trade	52-59	470	2.128	583.96
Finance, Insurance & Real Estate	60-68	370	2.703	741.79
Non-Health Services	70-79	770	1.299	356.44
Health Services	80	350	2.857	784.18
Educational, Social, Membership Services	81-89	740	1.351	370.89
Government	90-99	530	1.887	517.85

Source: Metro, "1999 Employment Density Study," Table 4.

WHEREAS, charging non-residential parks user by employee does not accurately capture impacts on the Parks system since SDC's are charged at issuance of a building permit and the employees planned for initial occupancy do not reflect future systems demands; and

WHEREAS, a Metro "1999 Employment Density Study" links employment density and square footage by land use to reflect future systems demands; and

WHEREAS, ORS 223.309 requires that an approved CIP be used as a basis for SDC methodology; and

WHEREAS, approval of the CIP included in this Resolution provides an approved CIP; and

WHEREAS, on May 15, 2023 staff distributed a letter announcing that the methodology for calculation of Parks SDC's would be available on June 14, 2023 and a Public Hearing would be conducted on August 21, 2023; and

WHEREAS, the methodology was available on June 12, 2023 and distributed as requested;  
and

WHEREAS, on June 14, 2023 staff conducted an open house for representatives of the development community to discuss the proposed methodology; and

WHEREAS, the Public Hearing was held on August 21, 2023 and the adopting Resolution was approved on September 7, 2023.

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

## ARTICLE I

### PURPOSE

#### Section 1. Purpose

- A. The purpose of this resolution is to provide a uniform framework for the imposition of a Parks System Development Charge for parks, recreation and off street trail facilities, including, but not limited to, administrative review procedures, credits and capital improvements providing added capacity which may be funded with Park SDC revenues.
- B. This Park SDC is adopted to ensure that new development contributes to extra-capacity parks, recreation and off street trail improvements needed to accommodate additional use generated by such development.

#### Section 2. Definitions

- A. "Construction Cost Index" means the Seattle Construction Cost Index based on a composite of the unit costs for specified construction components as published in the Engineering News Record.
- B. "Department" means the Community Development Department.
- C. "Director" means the Director of the Community Development Department.
- D. "Extra-capacity facilities or improvements" mean those parks, recreation and off street trail improvements that are necessary in the interest of public health, safety and welfare to increase capacity to address new development. Such improvements

include, but are not limited to planning; design; administration; construction; and acquisition of property right of way easements, bridges and bike paths.

E. "Fee" means the systems development charge adopted herein.

F. "Non-residential users" include commercial, industrial and governmental users and employees in residential care facilities.

## ARTICLE II

### ADMINISTRATION AND ADMINISTRATIVE REVIEW

Section 1. The Community Development Director shall be responsible for developing administrative procedures for calculation and collection of SDCs, and developing and administering capital improvement programs and related activities.

A. Discretionary decisions of the Director or his designee shall be in writing and mailed by regular mail to the last known address of the applicant.

B. As provided by Wilsonville Code (WC) 11.040(10)(b) Appeal Procedures, any person aggrieved by a discretionary decision of the Director or his designee may appeal the decision to the City Recorder for consideration by the Wilsonville City Council. The appeal shall be in writing and must be filed with the City Recorder within 10 working days of the date the Director's decision was mailed and provide information stated in WC paragraph 11.040(10)(c).

Section 2. As provided by WC 11.040(10)(c) any interested person may challenge an expenditure of SDC revenues as being in violation of the Wilsonville Code paragraph 11.040 provided an appeal of expenditure is filed with the City Recorder for consideration by the Wilsonville City Council within two years of the expenditure.

Section 3. A person who makes a written objection to the calculation of a Parks SDC and has appealed the Director's determination to the City Council or has timely challenged an expenditure of SDC revenues, upon the City Council's determination, shall be notified of the right to petition for review pursuant to ORS 34.010 to 34.100.

### ARTICLE III

#### METHODOLOGY

##### Section 1. Calculation of Parks SDCs

Calculation of Parks SDC was accomplished by FCS Group in a report titled *"Parks System Development Charge Update for the City of Wilsonville, March 2023"* on file with the City Recorder. Detailed calculations are in the report, are incorporated by reference as if fully set forth herein.

##### Section 2. Annual Review

The City shall annually review the Parks SDC to determine whether additional revenue should be generated to provide extra capacity improvements needed to address new development or to ensure that revenues do not exceed identified demands. In doing so the City shall consider:

- A. Construction of facilities by federal, state or other revenue sources.
- B. Receipt of unanticipated funds from other sources or construction of facilities.
- C. Upon completion of this review, the City shall consider such amendments including adjustments to the fee imposed per year end as are necessary to address changing conditions.

##### Section 3. Indexing

ORS 223.304 allows for the periodic indexing of SDCs for inflation, as long as the index used is:

- A. A relevant measurement of the average change in prices or costs over an identified time period for materials, labor, real property or a combination of the three;
- B. Published by a recognized organization or agency that produces the index or data source for reasons that are independent of the system development charge methodology; and
- C. Incorporated as part of the established methodology or identified and adopted in a separate ordinance, resolution or order.

#### ARTICLE IV

##### PAYMENT

Section 1. Unless deferred, the SDC imposed hereby is due and payable at the time of issuance of a building permit by the city. Except as otherwise provided in WC 11.040(7) Collection of Charge, no building permit shall be issued for a development subject to the Parks SDC unless the Parks SDC is first paid in full.

#### ARTICLE V

##### CREDIT

Section 1. As provided in WC 11.040(9) Credits, an applicant for a building permit is eligible for credit against the Parks SDC for constructing a qualified capital improvement.

#### ARTICLE VI

##### EXEMPTIONS

Section 1. The following development is exempt from the Parks SDC:

- A. Remodeling or replacement of any single-family structure (including mobile homes) that does not increase the use of parks, recreation and off street trails capital improvements.
- B. Multi-family structure remodeling or replacement that does not increase the use of parks and trails capital improvements.
- C. Remodeling or reconstructing of office, business and commercial, industrial or institutional structures except to the extent it generates additional parks use by additional gross floor area beyond the gross floor area for which the structure was originally designed or by more intensive use than the use anticipated at prior issuance of a building permit, thereby increasing the use of parks capital improvements.
- D. Any exemption greater than \$15,000 shall be approved by the City Council; provided, however, in the event that a greater level of authority is delegated to the Director by virtue of any future amendment of WC 11.040(8)(a)(4) reserving a greater amount for approval of the City Council, then such amendment shall take precedent



over this provision.

E. Developments included in a development agreement in which the parks SDC is held firm in return for construction of parks facilities eligible for SDC credits at costs which are held firm irrespective of actual costs.

## ARTICLE VII

### DEDICATED FUND

Section 1. The city shall maintain a dedicated fund entitled "Parks Systems Development Fund", herein "fund". All moneys derived from the Parks SDC shall be placed in the fund. SDC improvement revenue, including interest on the fund, shall be used for no purpose other than those activities described as, or for the benefit of, extra capacity facilities.

Section 2. SDC improvement revenues may be spent to provide new or expanded parks or trails improvements as shown in Table 6 and 7 including all related improvements necessary to meet adopted standards. In addition, the reasonable and customary costs of administering this Parks SDC and projects funded hereunder, including repayment of debt, may be paid from Parks SDC revenues.

Section 3. Parks SDC reimbursement revenue may be spent on an approved parks capital improvement project.

## ARTICLE VIII

### REFUNDS

Section 1. Refunds of SDCs may be made upon initiation of the Director or upon written application filed with the Director. Refunds shall be allowed upon a finding by the Director that there was an actual clerical error in the calculation of the Parks SDC. Refunds shall be allowed for failure to claim a credit provided the claim for refund is in writing and actually received by the city within 30 days of the date of issuance of the building permit or final occupancy permit if deferral was granted. No refund shall be granted for any reason other than those expressly provided for herein.

## ARTICLE IX

## COLLECTION

Section 1. Notwithstanding issuance of a building or occupancy permit without payment, the Parks SDC liability shall survive and be a personal obligation of the permittee.

Section 2. Intentional failure to pay the Parks SDC within 60 days of the due date shall result in a penalty equal to 50% of the Parks SDC. Interest shall accrue from the 60 day point at the legal rate established by statute.

Section 3. In the event of a delinquency, in addition to an action at law and any statutory rights, the city may:

- A. Refuse to issue any permits of any kind to the delinquent party for any development.
- B. Refuse to honor any credits held by the delinquent party for any development.
- C. Condition any development approval of the delinquent party on payment in full, including penalties and interest.
- D. Revoke any previous deferrals issued to the delinquent party, in which case the amount immediately shall be due, and refuse to issue any new deferrals.
- E. Withdraw the amount due, including penalties and interest, from any offset account held by the jurisdiction for the delinquent party.

Section 4. For purposes of this section, delinquent party shall include any person or entity controlling a delinquent entity or individual permittee.

## ARTICLE X

### SEVERABILITY

Section 1. The invalidity of any section, subsection, paragraph, sentence, or phrase of this ordinance or the exhibit or Resolution which is incorporated herein, shall not affect the validity of the remaining portions thereof.

## ARTICLE XI

### INCORPORATION OF RECITAL

Section 1. The City council hereby adopts the above recitals as findings and incorporates them by reference as if fully set forth herein in support of this Resolution.

ARTICLE XII

EFFECTIVE DATE

This Resolution becomes effective the 1<sup>st</sup> day of January, 2024. Resolution No. 2133 is hereby repealed as of the Effective Date.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 21<sup>st</sup> day of August, 2023, and filed with the Wilsonville City Recorder this date.

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JULIE FIZGERALD, MAYOR

ATTEST:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald

Council President Akervall

Councilor Linville

Councilor Berry

Councilor Dunwell

EXHIBIT:

A. Draft Report

# City of Wilsonville

## Parks System Development Charge Update

Draft Report  
June 21, 2023

### Washington

7525 166th Avenue NE, Ste. D215  
Redmond, WA 98052  
425.867.1802

### Oregon

5335 Meadows Road, Ste 330  
Lake Oswego, OR 97035  
503.841.6543

### Colorado

PO Box 19114  
Boulder, CO 80301-9998  
719.284.9168

[www.fcsgroup.com](http://www.fcsgroup.com)

This entire report is made of readily recyclable materials, including the bronze wire binding and the front and back cover, which are made from post-consumer recycled plastic bottles.



**FCS GROUP**  
Solutions-Oriented Consulting

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## Section I. INTRODUCTION

This section describes the project scope and policy context upon which the body of the report is based.

### I.A. PROJECT

The City of Wilsonville (City) imposes a system development charge (SDC) to provide partial funding for the capital needs of its parks system. The current charges are shown in **Exhibit 1.1** below.

**Exhibit 1.1 – Current SDCs**

Land Use Category	Fee per Unit	Unit
Single-family	\$7,349	Dwelling Unit
Multi-family	\$5,645	Dwelling Unit
Nonresidential	\$261	TGSF*
Office/Finance	\$729	TGSF*
Food Service/Shopping Center	\$1,689	TGSF*
Retail/General Service	\$365	TGSF*
Flex Industrial (less than one employee per 1,000 square feet)	\$154	TGSF*
Industrial/Business/Park/Manuf/Warehouse other than Flex	\$555	TGSF*
Public Schools	\$90	TGSF*

\*TGSF = thousand gross square feet

In 2022, the City engaged FCS GROUP to recalculate its parks SDC based on more recent growth estimates, project lists, and inventory data.

### I.B. POLICY

SDCs are enabled by state statutes, authorized by local ordinance, and constrained by the United States Constitution.

#### I.B.1. State Statutes

Oregon Revised Statutes (ORS) 223.297 to 223.316 enable local governments to establish SDCs, which are one-time fees on development that are paid at the time of development or redevelopment that creates additional demand for system facilities. SDCs are intended to recover a fair share of the cost of existing and planned facilities that provide capacity to serve future users -- growth.

ORS 223.299 defines two types of SDC:

- A reimbursement fee that is designed to recover “costs associated with capital improvements already constructed, or under construction when the fee is established, for which the local government determines that capacity exists”

- An improvement fee that is designed to recover “costs associated with capital improvements to be constructed”

ORS 223.304(1) states, in part, that a reimbursement fee must be based on “the value of unused capacity available to future system users or the cost of existing facilities” and must account for prior contributions by existing users and any gifted or grant-funded facilities. The calculation must “promote the objective of future system users contributing no more than an equitable share to the cost of existing facilities.” A reimbursement fee may be spent on any capital improvement related to the system for which it is being charged (whether cash-financed or debt-financed).

ORS 223.304(2) states, in part, that an improvement fee must be calculated to include only the cost of projected capital improvements needed to increase system capacity for future users. In other words, the cost of planned projects that correct existing deficiencies or that do not otherwise increase capacity for future users may not be included in the improvement fee calculation. An improvement fee may be spent only on capital improvements (or portions thereof) that increase the capacity of the system for which it is being charged (whether cash-financed or debt-financed).

In addition to the reimbursement and improvement fees, ORS 223.307(5) states, in part, that “system development charge revenues may be expended on the costs of complying” with state statutes concerning SDCs, including “the costs of developing system development charge methodologies and providing an annual accounting of system development charge expenditures.”

## I.B.2. Local Ordinance

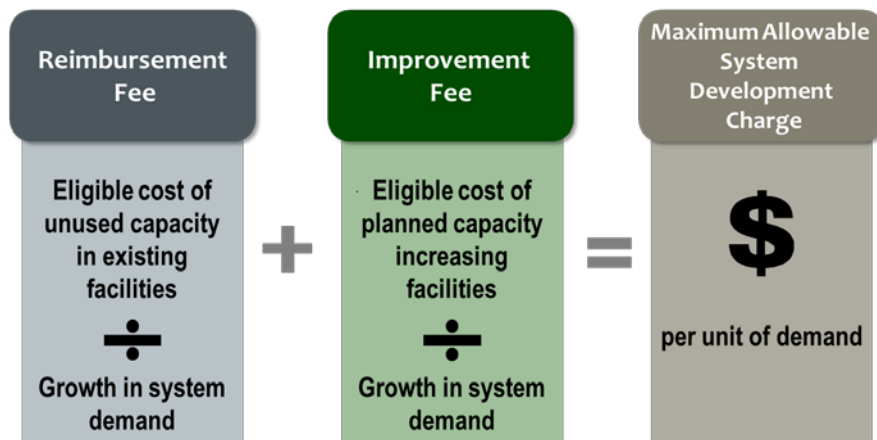
Chapters 11.000 through 11.190 of the Wilsonville Municipal Code authorize and govern the imposition and expenditures of parks SDCs. These code sections may need modifications to accommodate the results of this report.

## I.B.3. United States Constitution

The United States Supreme Court has determined that SDCs, impact fees, or other exactions that comply with state and/or local law may still violate the United States Constitution if they are not proportionate to the impact of the development. The SDCs calculated in this report are designed to meet such constitutional and statutory requirements.

## I.C. CALCULATION OVERVIEW

In general, SDCs are calculated by adding a reimbursement fee component (if applicable) and an improvement fee component—both with potential adjustments. Each component is calculated by dividing the eligible cost by growth in units of demand. The unit of demand becomes the basis of the charge. Below is an illustration of this calculation:





## Section II. SDC ANALYSIS

---

This section provides the detailed calculations of the maximum allowable parks SDC in Wilsonville.

### II.A. GROWTH

The calculation of projected growth begins with defining the units by which current and future demand will be measured. Then, using the best available data, we quantify the current level of demand and estimate a future level of demand. The difference between the current level and the future level is the growth in demand that will serve as the denominator in the SDC calculations.

#### II.A.1. Unit of Measurement

A good unit of measurement allows an agency to quantify the incremental demand of development or redevelopment that creates additional demand for transportation facilities. A more precise unit of measurement allows an agency to distinguish different levels of demand added by different kinds of development or redevelopment.

##### II.A.1.a Options

For parks SDCs, demand that can be attributed to individual developments is usually measured in the number of people who will occupy a development. For residential developments, the number of occupants means the number of residents. We use data from the U. S. Census Bureau to estimate the number of residents for different kinds of dwelling units. For non-residential developments, the number of occupants means the number of employees. We use industry data to estimate the number employees per square foot for different kinds of non-residential developments.

When an agency chooses to impose a parks SDC on both residential and non-residential developments, the demand of one additional resident must be carefully distinguished from the demand of one additional employee. This is usually accomplished by the calculation of a residential equivalent. One resident is equal to one residential equivalent, and one employee is typically much less than one residential equivalent.

##### II.A.1.b Recommendation

The City finds that non-residential developments are a source of demand for parks facilities. We therefore recommend that the City continue to charge parks SDCs for both residential and non-residential developments using residential equivalents as the unit of growth.

#### II.A.2. Demand Adjustment for Non-Residential Users

To charge parks SDCs to both residential and non-residential developments, we must estimate both (1) how much availability non-residential occupants (i.e., employees) have to use parks facilities and (2) how that availability differs from residential occupants (i.e., residents).

The calculation begins with the most recent counts for population and employment in Wilsonville. As shown below, in 2019 (the most recent year for which both population and employment data were available), 24,343 residents lived in Wilsonville, and 19,393 employees worked in Wilsonville. Of these, 1,686 people both lived and worked in Wilsonville.

**Exhibit 2.1 – 2019 Population and Employment in Wilsonville**

Population and Employment, 2019	Living Inside Wilsonville	Living Outside Wilsonville	Total
Working Inside Wilsonville	1,686	17,707	19,393
Working Outside Wilsonville	9,185		
Not Working	13,472		
<b>Total</b>	<b>24,343</b>		

**Source:** U.S. Census Bureau, OnTheMap Application, 2019  
Inflow/Outflow analysis (primary jobs), Wilsonville Parks Master Plan,  
Figure 1 (2019 population)

Next, we estimate the number of hours per week that each category of person would be available to use the parks facilities in Wilsonville. **Exhibit 2.2** below shows an estimate of maximum availability. It assumes that 8 hours each day are used for sleeping for all residents of the City. For those who are not working, the remaining 16 hours of each day are available for use of the parks system, giving a total of 112 hours per week of parks system availability. For workers, 8 hours of each day are assumed to be spent at work, which leaves the remaining 8 hours per weekday available for residential use of the parks system. In addition, workers have 16 hours of residential demand each weekend day, for a total of 72 hours per week of residential demand. During work, 1 hour is assumed to be available for workers to use the parks system, giving 5 hours per week of non-residential demand. These estimates are not of actual use, but maximum availability.

**Exhibit 2.2 – Demand Estimates by Category of Parks User**

Hours per Week of Park Availability Per Person, Residential Demand	Living Inside Wilsonville
Working Inside Wilsonville	72
Working Outside Wilsonville	72
Not Working	112

**Source:** FCS GROUP.

Hours per Week of Park Availability Per Person, Non- Residential Demand	Living Inside Wilsonville	Living Outside Wilsonville
Working Inside Wilsonville	5	5
Working Outside Wilsonville		
Not Working		

**Source:** FCS GROUP.

When the hours of availability above are multiplied by the counts presented earlier, we can determine the relative demand of residents and employees. As shown in **Exhibit 2.3** below, the parks demand of one employee is equivalent to the parks demand of about 0.05 resident. To put it another way, the parks demand of about 18.83 employees is equivalent to the parks demand of one resident.

**Exhibit 2.3 – Total Hours per Week of Park Availability**

Total Hours per Week of Park Availability, 2019	Residential hours	Non-residential hours	Total Hours
Working Inside Wilsonville	121,392	96,965	218,357
Working Outside Wilsonville	661,320		
Not Working	1,508,888		
<b>Total</b>	2,291,600	96,965	218,357
Hours per resident	94		
Hours per employee		5	
Residents per employee			0.05

**Source:** Previous tables

### II.A.3. Growth in Demand

The current (2021) demand for parks facilities is 26,350 residential equivalents. That number is the sum of 25,280 residents (based on the Parks Master Plan) and 1,070 residential equivalents for 20,139 employees.

During the forecast period from 2021 to 2036, the residential population is expected to grow by 8,276 residents. If total residential equivalents remain proportionate to the residential population, then residential equivalents will grow by 8,626 to a total of 34,976 residential equivalents. Therefore, 8,626 residential equivalents will be the denominator for the SDC calculations later in this report.

**Exhibit 2.4** below summarizes these calculations:

**Exhibit 2.4 – Growth in Demand**

	2019 (Estimate)	2021	2036	Growth (2021-2036)
Population	24,343	25,280	33,556	8,276
Employees	19,393	20,139	26,732	6,593
Residential-equivalent employees	1,030	1,070	1,420	350
Residential equivalents	25,373	26,350	34,976	8,626

**Source:** Wilsonville Parks Master Plan, Figure 1, Previous tables

### II.B. IMPROVEMENT FEE

An improvement fee is the eligible cost of planned projects per unit of growth that such projects will serve. Since we have already calculated growth (denominator) above, we will focus here on the improvement fee cost basis (numerator).

## II.B.1. Eligibility

A project's eligible cost is the product of its total cost and its eligibility percentage. The eligibility percentage represents the portion of the project that creates capacity for future users.

For parks SDCs, eligibility is often determined by a level-of-service analysis that quantifies the park facilities that are needed for growth (and are therefore eligible to be included in an improvement fee cost basis).

Park facilities can be measured by sorting them into categories such as neighborhood, community, or urban parks, or by considering their respective units of measurement (e.g., acres). Further, in either approach, the current or future level of service may be targeted. These two separate choices create four distinct and equally defensible ways of calculating the eligibility percentage of each project.

Each method will be examined in the sections below.

### II.B.1.a Current Level of Service (By Category and by Unit of Measurement)

Determining SDC eligibility for parks projects using the current level of service requires determining the quantity of parks facilities needed to maintain the current level of service. Any projects that add facilities in excess of that quantity are ineligible.

The City has six relevant parks categories for determining its level of service by category. These are shown in the upper panel of the first column in **Exhibit 2.5**. Each category receives its own level of service. Using community parks as an example, the City currently has 140.72 acres of community parks. Using the 2021 population discussed above, this implies that there is 5.57 acres of community parks per 1,000 residents. The parks project list, when completed, will add 14.50 acres of community parks. Based on the 2036 population and the current level of service, 46.07 additional acres of community parks are needed. So, the additional acres of community parks will serve growth rather than improve the City's level of service for community parks, and therefore 100 percent of the cost of those community park projects can be included in the improvement fee cost basis.

The same line of reasoning is used to develop the eligibility percentages for other parks categories. Calculating eligibility using level of service by unit of measurement also follows the same approach. The eligibility percentage for each parks category or unit of measurement is shown in the last column of **Exhibit 2.5**.

Note that when calculating by unit of measurement the number of park acres and natural areas goes down. That is because undeveloped park land already owned by the City is being used to create both community parks and miles of trail. Because miles of trail and acres of park land are differentiated when calculating by unit of measurement, using undeveloped land to develop trail miles reduces the total number of acres of park land.

### Exhibit 2.5 – Eligibility under the Current Level of Service

	Units	2021 Quantity	2021 Units per 1,000 Residents	Change in Quantity	Additional Needed to Maintain LoS	Eligibility
<b>By Category:</b>						
Community Park	Acres	140.72	5.57	14.50	46.07	100.00%
Natural Area	Acres	50.97	2.02	0.00	16.69	0.00%
Urban Park	Acres	44.87	1.77	0.00	14.69	0.00%
Undeveloped Parks	Acres	11.38	0.45	-15.48	3.73	0.00%
Trail	Miles	19.65	0.78	4.89	6.43	100.00%
<b>By Unit of Measurement:</b>						
Acres of Parks and Natural Areas	Acres	247.94	9.81	-0.98	81.17	0.00%
Miles of Trail	Miles	19.65	0.78	4.89	6.43	100.00%

**Source:** Wilsonville Parks Master Plan, City staff

#### II.B.1.b Future Level of Service (By Category and Unit of Measurement)

To determine SDC eligibility using the future level of service, the proposed additional quantity of parks facilities is added to the current quantity of parks facilities. Using the future population, a future level of service is then calculated. Then, that level of service is compared to the current parks system to determine if any deficiencies exist against the current population. Only the portions of parks projects that do not cure existing deficiencies are considered eligible for the improvement fee cost basis under this method.

As in the previous section, calculating SDC eligibility based on future level of service can be done both when measuring parks facilities by category and when measuring by unit of measurement.

**Exhibit 2.6** below outlines both methods using the future level of service. Using community parks as an example again, the City currently has 140.72 acres of community parks. The parks project list, when completed, will add 14.50 acres of community parks. This results in a future level of service of 4.63 acres of community parks per 1,000 residents in 2036. If that level of service was applied to the 2021 population, a minimum of 116.94 acres would be needed. However, there are currently already 140.72 acres of community parks. Thus, any additional community park projects will serve growth, rather than cure a deficiency against the future level-of-service standard. Therefore, 100 percent of the costs of those community park projects can be included in the improvement fee cost basis.

The same approach is used to develop the eligibility percentages for other parks categories. Further, calculating eligibility using level of service by unit of measurement follows the same logic. The eligibility percentage for each parks category or unit of measurement is shown in the “Eligibility” column of **Exhibit 2.6** below.

### Exhibit 2.6 – Eligibility under the Future Level of Service

		2021	2021 Units	Change in	2036 Units	2021	Reimbursable	
	Units	Quantity	per 1,000 Residents	Quantity	per 1,000 Residents	Minimum Quantity	Eligibility	Quantity
By Category:								
Community Park	Acres	140.72	5.57	14.50	4.63	116.94	100.00%	23.78
Natural Area	Acres	50.97	2.02	0.00	1.52	38.40	0.00%	12.57
Urban Park	Acres	44.87	1.77	0.00	1.34	33.80	0.00%	11.07
Undeveloped Parks	Acres	11.38	0.45	-15.48	-0.12	-3.09	100.00%	14.47
Trail	Miles	19.65	0.78	4.89	0.73	18.48	100.00%	1.16
By Unit of Measurement:								
Acres of Parks and Natural Areas	Acres	247.94	9.81	-0.98	7.36	186.05	100.00%	61.89
Miles of Trail	Miles	19.65	0.78	4.89	0.73	18.48	100.00%	1.16

**Source:** Wilsonville Parks Master Plan, City staff

## II.B.2. Expansion Projects

The first of the City's two project lists includes projects that will expand the inventory of the parks system and are therefore subject to the eligibility calculations described above. Some projects add entirely new acres or trail miles to the parks system, others absorb already owned, undeveloped park acres. The total cost of these projects is \$67.9 million, and eligibility varies based on the level-of-service calculation chosen. These projects are summarized in **Exhibit 2.7** below.

### Exhibit 2.7 – Expansion Projects

SDC #	Project	Type	Year of Construction	Total Project Cost	Quantity	Units
E-1	French Prairie Bridge Landings (Boones Ferry Master Plan, Phase 5)	Community Park	2029	8,000,000	3.00	Acres
E-2	Frog Pond Community Park (Advance Road) (1.7.g)	Community Park	2027	25,000,000	10.00	Acres
E-3	I-5 Pedestrian Bridge Gateway Plaza (IN.1)	Community Park	2026	4,000,000	1.00	Acres
E-4	Town Center Emerald Chain Promenade (IN.12)	Community Park	2027	1,800,000	0.50	Acres
E-5	Basalt Creek Regional Trail	Trail	2029	3,000,000	0.50	Miles
E-6	Boeckman Creek Regional Trail (Memorial Park to Boeckman)	Trail	2026	2,500,000	1.50	Miles
E-7	Frog Pond Regional Trail	Trail	2029	7,000,000	0.75	Miles
E-8	Ice Age Tonquin Trail - Boeckman to Grahms Ferry	Trail	2027	13,900,000	1.25	Miles
E-9	Regional Frog Pond Trail	Trail	2023	900,000	0.34	Miles
E-10	Wiedeman Regional Trail - Parkway to Canyon Creek	Trail	2028	1,800,000	0.55	Miles
<b>Total</b>				<b>\$ 67,900,000</b>		

**Source:** Wilsonville Parks Master Plan, City staff

## II.B.3. Infill List

The second of the City's two project lists includes projects that will not expand the inventory of the parks system by adding acres but that will nevertheless add capacity for future users by adding amenities. As shown in **Exhibit 2.8** below, this project list has a total cost of \$36.6 million. Each project is assigned one of two eligibility percentages: zero percent if the project is for repair or replacement of existing assets, and 24.66 percent if the project adds new amenities. That 24.66 percent represents the share of total users made up of new users in 2036, and assigning a project that percent recognizes that existing and future users are expected to share new amenities in existing parks proportionately. The total eligible cost of projects on the infill list is \$8.6 million.

### Exhibit 2.8 – Infill List

SDC Project Number	Project Title	Projected Completion	Total Project Cost	Eligibility	SDC-Eligible Costs
I-1	Boones Ferry East Restroom (Boones Ferry Master Plan, Phase 1)	2030	\$ 400,000	24.66%	\$ 98,653
I-2	Boones Ferry East Side Shelter (Boones Ferry Master Plan, Phase 2)	2028	300,000	24.66%	73,990
I-3	Boones Ferry Park Adult Fitness Zone (Boones Ferry Master Plan, Phase 1)	2030	350,000	24.66%	86,321
I-4	Boones Ferry Park Bike Skills Course (Boones Ferry Master Plan, Phase 2)	2028	250,000	24.66%	61,658
I-5	Boones Ferry Park Dog Park (Boones Ferry Master Plan, Phase 2)	2030	300,000	24.66%	73,990
I-6	Boones Ferry Park Parking Lot (Main) (Boones Ferry Master Plan, Phase 3)	2024	1,500,000	24.66%	369,949
I-7	Boones Ferry Park Parking Lot (Tauchman) Boones Ferry Master Plan, Phase 4)	2030	1,000,000	24.66%	246,632
I-8	Boones Ferry Regional Water Trail Access (Boones Ferry Master Plan, Phase 1)	2026	1,700,000	24.66%	419,275
I-9	Boones Ferry Restroom	2023	415,000	0.00%	-
I-10	Boones Ferry Shelter (Boones Ferry Master Plan, Phase 3)	2024	150,000	24.66%	36,995
I-11	Community Center Upgrade	2026	1,000,000	24.66%	246,632
I-12	Community Scale Skate Park	2028	800,000	24.66%	197,306
I-13	Forest Shelter Improvement	2025	300,000	0.00%	-
I-14	Forest Shelter Lot	2024	2,000,000	24.66%	493,265
I-15	Forest Shelter Restroom	2024	500,000	24.66%	123,316
I-16	Maintenance Facility Upgrade	2025	1,250,000	24.66%	308,291
I-17	Memorial Park Athletics	2027	14,000,000	24.66%	3,452,855
I-18	Memorial Park Barn Rental Conversion Memorial Park Master Plan, West 2)	2029	1,000,000	24.66%	246,632
I-19	Memorial Park Concession Stand	2028	400,000	24.66%	98,653
I-20	Memorial Park Playground Replacement	2025	1,000,000	24.66%	246,632
I-21	Memorial Park Pump Track	2026	350,000	24.66%	86,321
I-22	Memorial Park River Access	2027	600,000	24.66%	147,979
I-23	Memorial Park Sport Courts	2025	2,000,000	24.66%	493,265
I-24	Murase Amphitheater (Memorial Park Master Plan, Murase 1)	2026	600,000	24.66%	147,979
I-25	River Shelter Parking Lot	2027	2,000,000	24.66%	493,265
I-26	River Shelter Restroom	2027	650,000	24.66%	160,311
I-27	System-wide ADA Projects (Parks and Recreation Master Plan, 1.5.A)	2023-2036	835,000	0.00%	-
I-28	Tauchman House Renovation (Boones Ferry Master Plan, Phase 3)	2030	900,000	24.66%	221,969
<b>Total</b>			<b>\$ 36,550,000</b>		<b>\$ 8,632,137</b>

Source: City staff

#### II.B.4. Calculated Improvement Fee Cost Basis

After determining the costs dedicated to expanding capacity, the improvement fee cost basis is calculated by multiplying those costs by their respective eligibility percentages. As discussed above, eligibility for capacity-expanding costs on the project list were determined through level-of-service calculations.

As shown in **Exhibit 2.9** below, the total eligible cost varies from \$37.7 million up to \$76.5 million depending on the method chosen for measuring level of service.



### Exhibit 2.9 – Improvement Fee Cost Basis

Improvement Fee Cost Basis		Current LoS		Future LoS	
	Cost	Eligibility	Eligible Cost	Eligibility	Eligible Cost
<b>By Category</b>					
Community Park	\$ 38,800,000	100.00%	\$ 38,800,000	100.00%	\$ 38,800,000
Natural Area	-	0.00%	-	0.00%	-
Urban Park	-	0.00%	-	0.00%	-
Trail	29,100,000	100.00%	29,100,000	100.00%	29,100,000
Expansion Projects Total	\$ 67,900,000		\$ 67,900,000		\$ 67,900,000
Infill Projects	36,550,000		8,632,137		8,632,137
<b>Total</b>	<b>\$ 104,450,000</b>		<b>\$ 76,532,137</b>		<b>\$ 76,532,137</b>
<b>By Unit of Measurement</b>					
Acres of Parks and Natural Areas	\$ 38,800,000	0.00%	\$ -	100.00%	\$ 38,800,000
Miles of Trail	29,100,000	100.00%	29,100,000	100.00%	29,100,000
Expansion Projects Total	\$ 67,900,000		\$ 29,100,000		\$ 67,900,000
Infill Projects	36,550,000		8,632,137		8,632,137
<b>Total</b>	<b>\$ 104,450,000</b>		<b>\$ 37,732,137</b>		<b>\$ 76,532,137</b>

Source: Previous tables

## II.C. REIMBURSEMENT FEE

A reimbursement fee is the eligible cost of the existing park facilities available for future users per unit of growth that such facilities will serve. Growth was calculated in Section II.A and **Exhibit 2.6** shows the acres available for inclusion in a reimbursement fee. The remaining piece of the reimbursement calculation is the original cost of reimbursable park acres.

### II.C.1. Reimbursement Fee Cost Basis

The City provided records for historical expenditures on its parks system going back to 2013, which are totaled by category and unit of measurement in the fourth column of **Exhibit 2.10** below.

Dividing those historical expenditures by the quantity of park acres and trail miles yields a calculation of investment per unit. By multiplying that investment per unit by the reimbursable number of park acres and trail miles from **Exhibit 2.6**, the reimbursable cost of those park facilities is calculated. This is shown in the last column of **Exhibit 2.10** and is either \$1.8 million or \$2.4 million depending on whether level-of-service is measured by category or unit of measurement.



### Exhibit 2.10 – Reimbursement Fee Cost Basis

Reimbursement Fee Cost Basis		Inventory	Historical Expenditures	Investment/Unit	Reimbursable Units	Reimbursable Amount
By Category:						
Community Park	Acres	140.72	\$ 9,069,998	\$ 64,454	23.78	\$ 1,532,875
Natural Area	Acres	50.97	-	-	12.57	-
Urban	Acres	44.87	492,036	10,966	11.07	121,352
Trail	Miles	19.65	1,659,743	84,481	1.16	98,122
	<b>Total</b>					<b>\$ 1,752,350</b>
By Unit of Measurement:						
Acres of Parks and Natural Areas	Acres	247.94	\$ 9,562,033	\$ 38,566	61.89	\$ 2,386,746
Acres of Trails	Miles	19.65	84,481	4,300	1.16	4,994
	<b>Total</b>					<b>\$ 2,391,740</b>

Source: City staff, previous tables

## II.D. CALCULATED SDC

This section combines the eligible cost from the improvement fee cost basis and the reimbursement fee cost basis with an estimate for compliance costs. The result is a total SDC per resident. We then use data from the Census Bureau to estimate the number of residents per dwelling unit and calculate SDCs for residential dwelling unit types. Estimates of employee density by square foot are used to charge the parks SDC to non-residential developments.

### II.D.1. Adjustments

The City has an estimated balance of \$2,994,914 in improvement fees. This estimate was derived based on the improvement fee's share of the total SDC, multiplied by the existing improvement fee fund balance. Because accumulated improvement fees represent incomplete projects, the total improvement fee cost basis must be reduced by this amount to avoid double-charging for any projects that were on the City's last SDC project list that might have been carried over to the list shown in this report.

ORS 223.307(5) authorizes the expenditure of SDCs on "the costs of complying with the provisions of ORS 223.297 to 223.314, including the costs of developing system development charge methodologies and providing an annual accounting of system development charge expenditures." To avoid spending monies for compliance that might otherwise have been spent on growth-related projects, this report also includes compliance costs as a separate cost basis. This cost basis is calculated to be 5.00 percent of the cost of the improvement fee and reimbursement fee totals.

### II.D.2. Calculated SDC

**Exhibit 2.11** below summarizes the parks SDC calculation for all four measures of level of service.

### Exhibit 2.11 – Calculated SDC

Calculated SDC		Current by Category	Future by Category	Current by Unit	
Cost Basis:					
Improvement Fee		\$ 73,537,223	\$ 73,537,223	\$ 34,737,223	\$ 73,537,223
Reimbursement Fee		-	1,752,350	-	2,391,740
Compliance Costs		3,676,861	3,764,479	1,736,861	3,796,448
Total Cost Basis		\$ 77,214,085	\$ 79,054,052	\$ 36,474,085	\$ 79,725,412
Growth in Residential Equivalents		8,626	8,626	8,626	8,626
Improvement Fee per Residential Equivalent		\$ 8,525	\$ 8,525	\$ 4,027	\$ 8,525
Reimbursement Fee per Residential Equivalent		-	203	-	277
Compliance Fee per Residential Equivalent		426	436	201	440
<b>Total SDC per Residential Equivalent</b>		<b>\$ 8,951</b>	<b>\$ 9,164</b>	<b>\$ 4,228</b>	<b>\$ 9,242</b>
Fee Schedule:		Residents per Dwelling Unit			
<b>Single-family dwelling unit</b>	<b>2.71</b>	<b>\$ 24,251</b>	<b>\$ 24,829</b>	<b>\$ 11,456</b>	<b>\$ 25,040</b>
Multi-family dwelling unit	1.82	16,290	16,678	7,695	16,819
Mobile home dwelling unit	1.98	17,683	18,104	8,353	18,258
Employee	0.05	475	487	225	491

As shown above, the maximum allowable charge is \$9,242 per residential equivalents under the future level of service by unit of measurement. The resulting SDC is \$25,040 for a single-family dwelling unit based on an estimated 2.71 residents per dwelling unit, \$16,819 for a multi-family dwelling unit based on an estimated 1.82 residents per dwelling unit, and \$18,258 for a mobile home dwelling unit based on an estimated 1.98 residents per dwelling unit.

The rate per employee is \$491 based on the equivalency calculated in **Section II.A**. The non-residential SDC is charged using an estimate of employee density per 1,000 square feet. **Exhibit 2.12** below provides a schedule for the non-residential SDC for all four level-of-service calculations based on employee density estimates from Metro.

### Exhibit 2.12 – Calculated Non-residential SDC

	Industry Grouping (SIC)	Square Feet per Employee	Employees per 1,000 Square Feet	By Category		By Unit of Measurement	
				Current (SDC per 1,000 SF)	Future (SDC per 1,000 SF)	Current (SDC per 1,000 SF)	Future (SDC per 1,000 SF)
Ag., Fish & Forest Services; Constr.; Mining	1-19	590	1.695	\$ 805.81	\$ 825.02	\$ 380.65	\$ 832.02
Food & Kindred Projects	20	630	1.587	754.65	772.63	356.48	779.20
Textile & Apparel	22, 23	930	1.075	511.22	523.40	241.49	527.84
Lumber & Wood	24	640	1.563	742.86	760.56	350.91	767.02
Furniture; Clay, Stone & Glass; Misc.	25, 32, 39	760	1.316	625.57	640.47	295.50	645.91
Paper & Allied	26	1,600	0.625	297.14	304.22	140.36	306.81
Printing, Publishing & Allied	27	450	2.222	1,056.51	1,081.69	499.07	1,090.87
Chemicals, Petroleum, Rubber, Leather	28-31	720	1.389	660.32	676.05	311.92	681.80
Primary & Fabricated Metals	33, 34	420	2.381	1,131.98	1,158.95	534.72	1,168.79
Machinery Equipment	35	300	3.333	1,584.77	1,622.53	748.61	1,636.31
Electrical Machinery, Equipment	36, 38	400	2.500	1,188.58	1,216.90	561.45	1,227.23
Transportation Equipment	37	700	1.429	679.19	695.37	320.83	701.28
TCPU--Transportation and Warehousing	40-42, 44, 45, 47	3,290	0.304	144.51	147.95	68.26	149.21
TCPU--Communications and Public Utilities	43, 46, 48, 49	460	2.174	1,033.54	1,058.17	488.22	1,067.16
Wholesale Trade	50, 51	1,390	0.719	342.04	350.19	161.57	353.16
Retail Trade	52-59	470	2.128	1,011.55	1,035.66	477.83	1,044.45
Finance, Insurance & Real Estate	60-68	370	2.703	1,284.95	1,315.57	606.98	1,326.74
Non-Health Services	70-79	770	1.299	617.44	632.16	291.66	637.52
Health Services	80	350	2.857	1,358.37	1,390.74	641.66	1,402.55
Educational, Social, Membership Services	81-89	740	1.351	642.47	657.78	303.49	663.37
Government	90-99	530	1.887	897.04	918.41	423.74	926.21

Source: Metro, "1999 Employment Density Study," Table 4.

## Section III. IMPLEMENTATION

This section addresses practical aspects of implementing parks SDCs and provides comparisons to other jurisdictions.

### III.A. INDEXING

ORS 223.304 allows for the periodic indexing of SDCs for inflation, as long as the index used is:

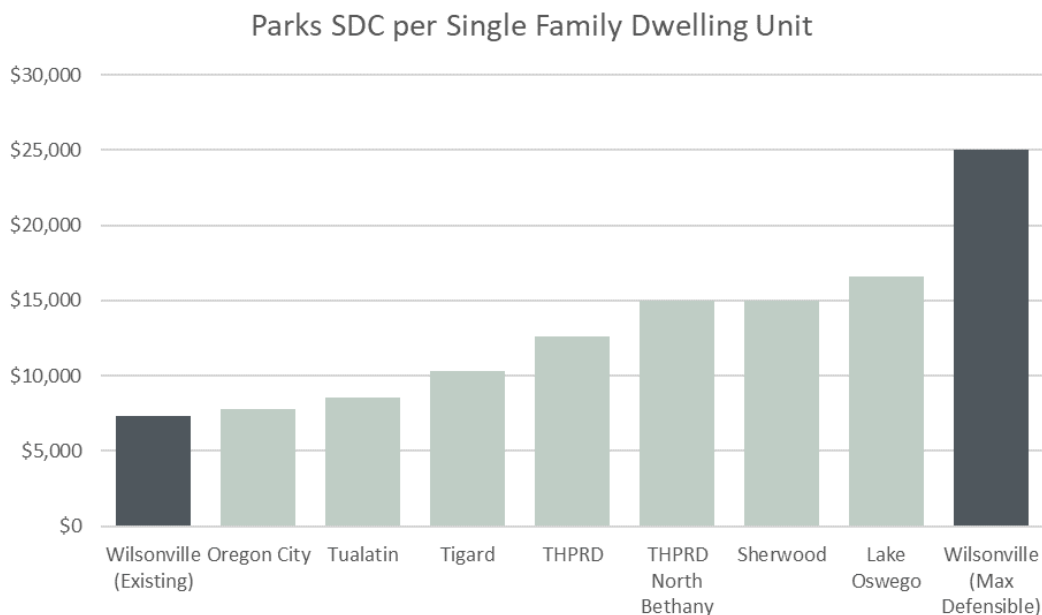
- (A) A relevant measurement of the average change in prices or costs over an identified time period for materials, labor, real property or a combination of the three;
- (B) Published by a recognized organization or agency that produces the index or data source for reasons that are independent of the system development charge methodology; and
- (C) Incorporated as part of the established methodology or identified and adopted in a separate ordinance, resolution or order.

In accordance with Oregon statutes, we recommend that the City use the *Engineering News-Record* (ENR) Construction Cost Index (CCI) Northwest (Seattle, Washington) index as the basis for adjusting SDCs annually.

### III.B. COMPARISONS

**Exhibit 3.1** below shows a comparison parks SDCs calculated for single-family homes for some relevant jurisdictions. THPRD stands for Tualatin Hills Parks and Recreation District.

**Exhibit 3.1 – Parks SDC Comparisons**



# City of Wilsonville City Council Work Session



## Parks SDC Analysis July 17, 2023



# Agenda

- **Background**
  - » SDC Basics
  - » Current Parks SDC
- **Results**
  - » Calculated Parks SDC
  - » Projected Growth
  - » Improvement Fee Cost Basis
  - » Reimbursement Fee Cost Basis
  - » Calculated Parks SDC
- **Comparisons**
- **Next Steps**

# Key Characteristics of SDCs

- SDCs are one-time charges, not ongoing rates. Paid at the time of development.
- SDCs are available for water, wastewater, stormwater, transportation, and parks.
- SDCs are for capital only, in both their calculation and in their use.
- SDCs include both existing and future (planned) infrastructure cost components.
- SDCs are for “system” facilities, not “local” facilities.

# Legal Framework for SDCs

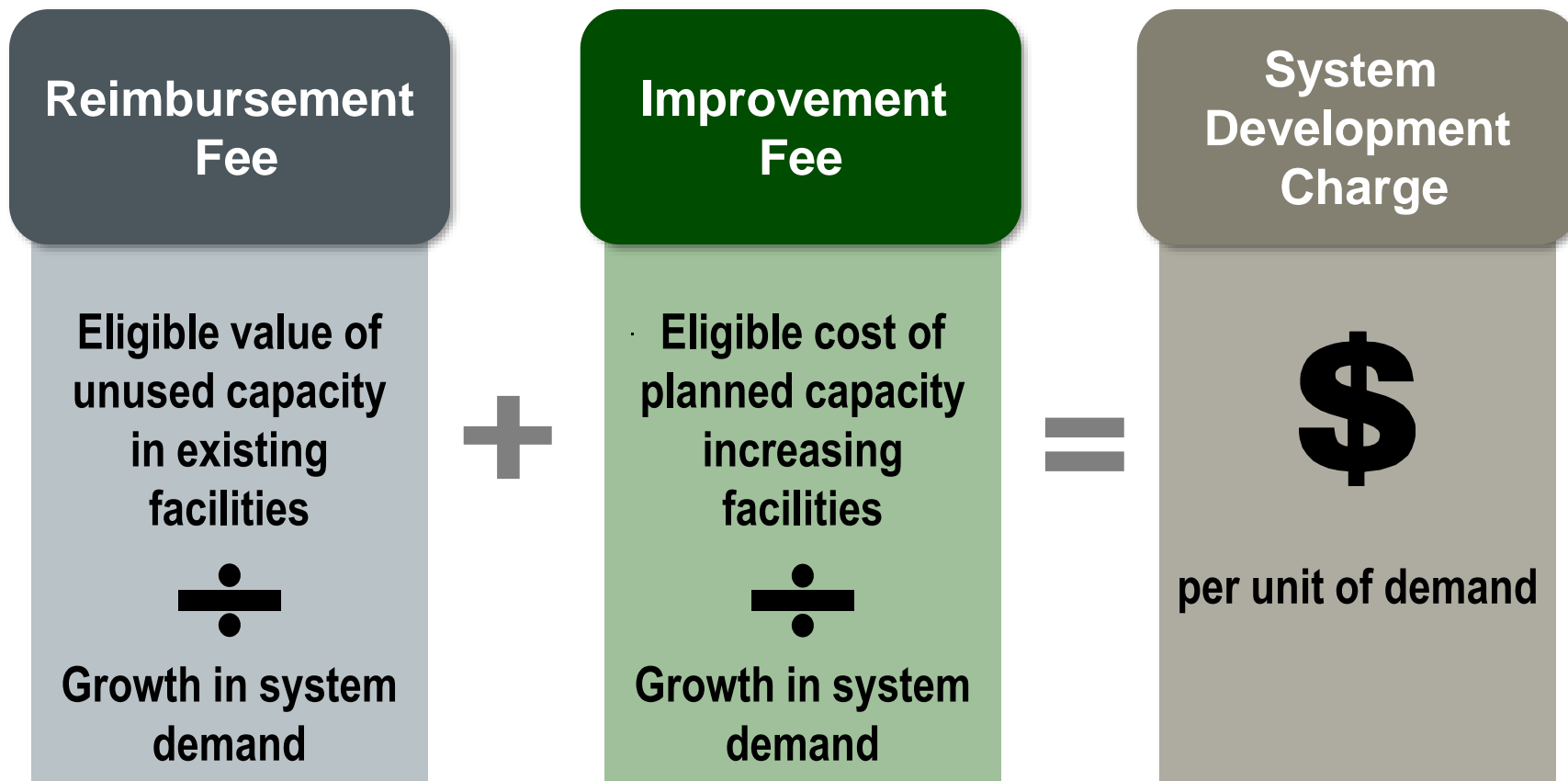
**ORS 223.297 - 316, known as *the SDC Act*, provides “a uniform framework for the imposition of system development charges by governmental units” and establishes “that the charges may be used only for capital improvements.”**





# The SDC Calculation

Item 16.





# Current Parks SDC

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Development Type	Parks SDC	Charge Unit
Single Family-Duplex	\$7,349	Dwelling Unit
Multi-family dwelling	\$5,645	Dwelling Unit
Office	\$729	1,000 Square Feet
Food Service/Shopping Center	\$1,689	1,000 Square Feet
Retail	\$365	1,000 Square Feet
Flex Industrial	\$154	1,000 Square Feet
Industrial Park	\$555	1,000 Square Feet



# Calculated SDC

Item 16.

Calculated SDC	
Cost Basis:	
Improvement Fee	\$ 73,537,223
Reimbursement Fee	2,391,740
Compliance Costs	3,796,448
Total Cost Basis	\$ 79,725,412
Growth in Residential Equivalents	8,626
Improvement Fee per Residential Equivalent	\$ 8,525
Reimbursement Fee per Residential Equivalent	277
Compliance Fee per Residential Equivalent	440
<b>Total SDC per Residential Equivalent</b>	<b>\$ 9,242</b>
Fee Schedule:	
<b>Single-family dwelling unit</b>	<b>\$ 25,040</b>
Multi-family dwelling unit	16,819
Mobile home dwelling unit	18,258
Employee	491

- **City staff recommends a lower charge of \$5,167 per residential equivalent (\$14,000 for an SFR)**



# Residential Equivalents

Population and Employment, 2019		Living Inside Wilsonville	Living Outside Wilsonville	Total
Working Inside Wilsonville		1,686	17,707	19,393
Working Outside Wilsonville		9,185		
Not Working		13,472		
<b>Total</b>		<b>24,343</b>		

**Source:** U.S. Census Bureau, OnTheMap Application, 2019 Inflow/Outflow

Total Hours per Week of Park Availability, 2019		Residential hours	Non- residential hours	Total Hours
Working Inside Wilsonville		121,392	96,965	218,357
Working Outside Wilsonville		661,320		
Not Working		1,508,888		
<b>Total</b>		<b>2,291,600</b>	<b>96,965</b>	<b>218,357</b>
Hours per resident		94		
Hours per employee			5	
Residents per employee				0.05

**Source:** Previous tables



# Projected Growth

Item 16.

	2019 (Estimate)	2021	2036	Growth (2021-2036)
Population	24,343	25,280	33,556	8,276
Employees	19,393	20,139	26,732	6,593
Residential-equivalent employees	1,030	1,070	1,420	350
Residential equivalents	25,373	26,350	34,976	8,626

**Source:** *Wilsonville Parks Master Plan, Figure 1*



# Improvement Fee Eligibility

		2021 Quantity	2021 Units per 1,000 Residents	Change in Quantity
		Units		
By Unit of Measurement:				
Acres of Parks and Natural Areas	Acres	247.94	9.81	-0.98
Miles of Trail	Miles	19.65	0.78	4.89

		2036 Units per 1,000 Residents	2021 Minimum Quantity	Eligibility	Reimbursable Quantity
		Units			
By Unit of Measurement:					
Acres of Parks and Natural Areas	Acres	7.36	186.05	100.00%	61.89
Miles of Trail	Miles	0.73	18.48	100.00%	1.16

**Source:** *Wilsonville Parks Master Plan, City staff*



# Expansion Projects

Item 16.

SDC #	Project	Type	Year of Construction	Total Project Cost	Quantity	Units
E-1	French Prairie Bridge Landings (Boones Ferry Master Plan, Phase 5)	Community Park	2029	\$ 8,000,000	3.00	Acres
E-2	Frog Pond Community Park (Advance Road) (1.7.g)	Community Park	2027	25,000,000	10.00	Acres
E-3	I-5 Pedestrian Bridge Gateway Plaza (IN.1)	Community Park	2026	4,000,000	1.00	Acres
E-4	Town Center Emerald Chain Promenade (IN.12)	Community Park	2027	1,800,000	0.50	Acres
E-5	Basalt Creek Regional Trail	Trail	2029	3,000,000	0.50	Miles
E-6	Boeckman Creek Regional Trail (Memorial Park to Boeckman)	Trail	2026	2,500,000	1.50	Miles
E-7	Frog Pond Regional Trail	Trail	2029	7,000,000	0.75	Miles
E-8	Ice Age Tonquin Trail - Boeckman to Grahms Ferry	Trail	2027	13,900,000	1.25	Miles
E-9	Regional Frog Pond Trail	Trail	2023	900,000	0.34	Miles
E-10	Wiedeman Regional Trail - Parkway to Canyon Creek	Trail	2028	1,800,000	0.55	Miles
			<b>Total</b>	<b>\$ 67,900,000</b>		

**Source:** Wilsonville Parks Master Plan, City staff



# Infill Projects

SDC #	Project Title	Projected Completion	Total Project Cost	Eligibility	SDC-Eligible Costs
I-1	Boones Ferry East Restroom (Boones Ferry Master Plan, Phase 1)	2030	\$ 400,000	24.66%	\$ 98,653
I-2	Boones Ferry East Side Shelter (Boones Ferry Master Plan, Phase 2)	2028	300,000	24.66%	73,990
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I-28	Tauchman House Renovation (Boones Ferry Master Plan, Phase 3)	2030	900,000	24.66%	221,969
<b>Total</b>			<b>\$ 36,550,000</b>		<b>\$ 8,632,137</b>

Source: City staff





# Improvement Fee Cost Basis

Improvement Fee Cost Basis		Future LoS	
		Eligibility	Eligible Cost
By Unit of Measurement			
Acres of Parks and Natural Areas		100.00%	\$ 38,800,000
Miles of Trail		100.00%	29,100,000
Expansion Projects Total			\$ 67,900,000
Infill Projects			8,632,137
<b>Total</b>			<b>\$ 76,532,137</b>

**Source:** Previous tables



# Reimbursement Fee Cost Basis

Reimbursement Fee Cost Basis		Inventory	Historical Expenditures	Investment/Unit	Reimbursable Units	Reimbursable Amount
By Unit of Measurement:						
Acres of Parks and Natural Areas	Acres	247.94	\$ 9,562,033	\$ 38,566	61.89	\$ 2,386,746
Acres of Trails	Miles	19.65	84,481	4,300	1.16	4,994
<b>Total</b>						<b>\$ 2,391,740</b>

**Source:** City staff, previous tables



# Adjustment to the Parks SDC

Item 16.

Adjustments to SDC Cost Basis	
Unadjusted Improvement Fee Cost Basis	\$ 76,532,137
Estimated Improvement Fee Fund Balance	(2,994,914)
Improvement Fee Cost Basis	\$ 73,537,223



# Calculated SDC

Item 16.

Calculated SDC	
Cost Basis:	
Improvement Fee	\$ 73,537,223
Reimbursement Fee	2,391,740
Compliance Costs	3,796,448
Total Cost Basis	\$ 79,725,412
Growth in Residential Equivalents	8,626
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Compliance Fee per Residential Equivalent	440
<b>Total SDC per Residential Equivalent</b>	<b>\$ 9,242</b>
Fee Schedule:	
<b>Single-family dwelling unit</b>	<b>\$ 25,040</b>
Multi-family dwelling unit	16,819
Mobile home dwelling unit	18,258
Employee	491

- **City staff recommends a lower charge of \$5,167 per residential equivalent (\$14,000 for an SFR)**



# SDC for Non-Residential Land Uses

	Industry Grouping (SIC)	Square Feet per Employee	Employees per 1,000 Square Feet	Maximum SDC (per 1,000 SF)	Staff- Recommended SDC (per 1,000 SF)
Ag., Fish & Forest Services; Constr.; Mining	1-19	590	1.695	\$ 832.02	\$ 465.19
Food & Kindred Projects	20	630	1.587	779.20	435.65
Textile & Apparel	22, 23	930	1.075	527.84	295.12
Lumber & Wood	24	640	1.563	767.02	428.85
Furniture; Clay, Stone & Glass; Misc.	25, 32, 39	760	1.316	645.91	361.13
Paper & Allied	26	1,600	0.625	306.81	171.54
Printing, Publishing & Allied	27	450	2.222	1,090.87	609.91
Chemicals, Petroleum, Rubber, Leather	28-31	720	1.389	681.80	381.20
Primary & Fabricated Metals	33, 34	420	2.381	1,168.79	653.48
Machinery Equipment	35	300	3.333	1,636.31	914.87
Electrical Machinery, Equipment	36, 38	400	2.500	1,227.23	686.15
Transportation Equipment	37	700	1.429	701.28	392.09
TCPU--Transportation and Warehousing	40-42, 44, 45, 47	3,290	0.304	149.21	83.42
TCPU--Communications and Public Utilities	43, 46, 48, 49	460	2.174	1,067.16	596.66
Wholesale Trade	50, 51	1,390	0.719	353.16	197.45
Retail Trade	52-59	470	2.128	1,044.45	583.96
Finance, Insurance & Real Estate	60-68	370	2.703	1,326.74	741.79
Non-Health Services	70-79	770	1.299	637.52	356.44
Health Services	80	350	2.857	1,402.55	784.18
Educational, Social, Membership Services	81-89	740	1.351	663.37	370.89
Government	90-99	530	1.887	926.21	517.85

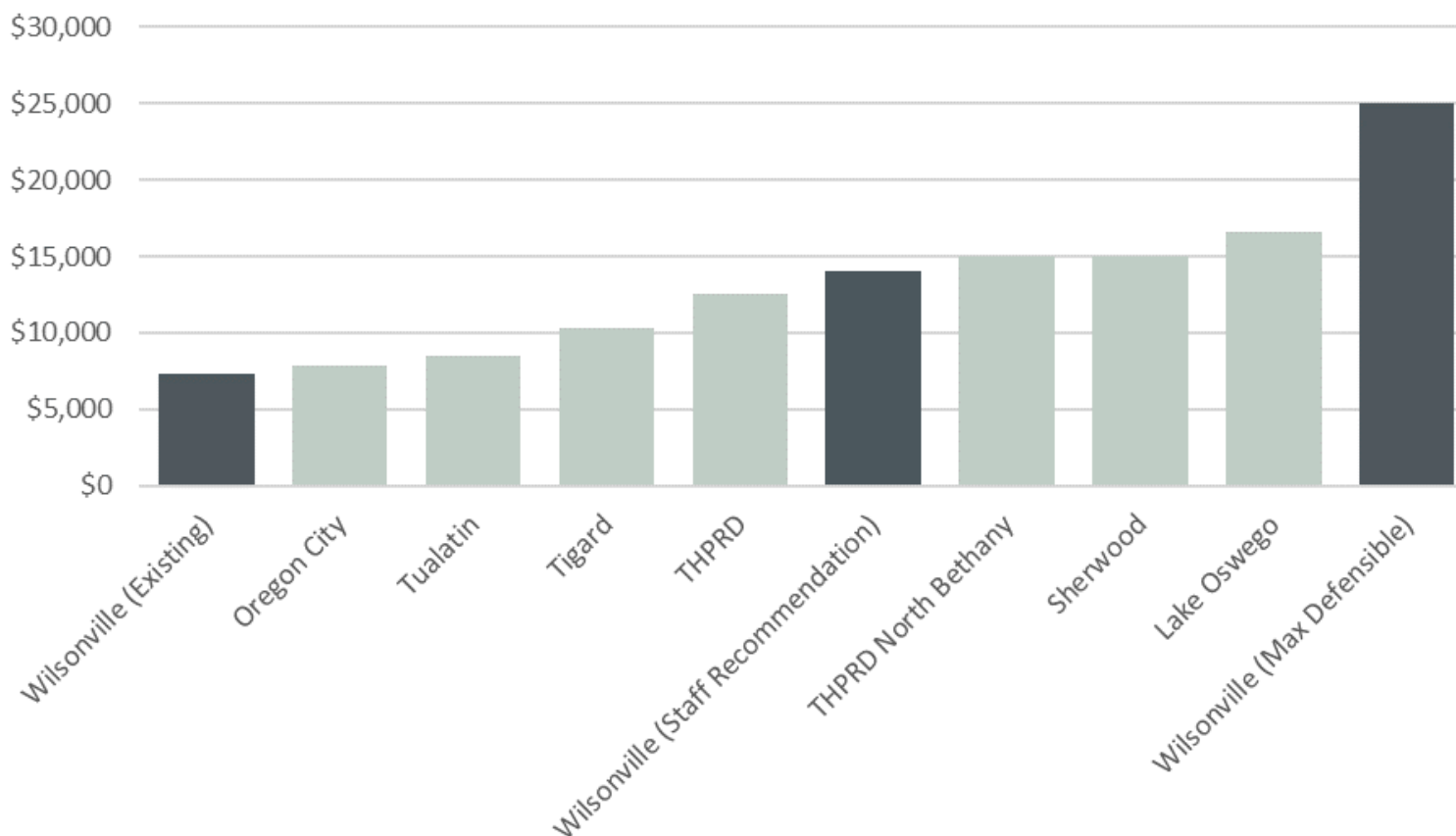
**Source:** Metro, "1999 Employment Density Study," Table 4.



# Comparisons

Item 16.

Parks SDC per Single Family Dwelling Unit





# Next Steps

- **Provide feedback**
- **Edit analysis as needed**
- **Public hearing**
  - » Consider Implementation Options
    - Timing
    - Phasing
  - » Adopt SDC
  - » Staff recommends an implementation date of January 1, 2024
- **Use cost index to make annual adjustments**

# Thank you!

## Questions?

**Tim Wood – Assistant Project Manager**  
**(503) 374-0679**  
**TimW@fcsgroup.com**

**www.fcsgroup.com**



## From The Director's Office

Greetings!

Oregon's famed land-use planning system, adopted 50 years ago in 1973 through SB 100, required every Oregon city to prepare a Comprehensive Plan in accordance with a set of defined statewide planning goals. Amongst other innovative approaches, SB 100 required protection of farm and forest land, guided the preparation of master plans for all municipal infrastructure systems, established criteria for protection of natural resources, created the Urban Growth Boundary within which cities must exist, and defined the key role of citizens in land-use matters through Goal #1.

While always a controversial topic, to say that SB 100 has made a defining difference in the look and feel of Oregon would be a significant understatement. As a city planner for over 30 of the 50 years that the system has been in place, my career has been shaped by the Oregon system, one I firmly stand by as a long-standing land-use planning practitioner due to the clear benefits to livability, quality of life and the environment that the balancing of the guiding statewide principals results in. Ironically, the 2023 Legislative session unveiled what is thought of by many long-standing land-use and environmental experts as one of the worst single assaults on the Oregon land-use planning system in decades. Led by the homebuilders association and a strong lobby of property rights advocates, several highly technical bills this session led to an undermining of the Oregon system.

City staff recognize that the assault is not over, even though a significant victory was achieved with the defeat of HB 3414 on the final day of the session (Great job, Miranda!). Next year's special session will come back to these same issues as housing is a basic human need, and collectively we need to find solutions to funding the incredibly expensive infrastructure that is needed to serve new development, not super siting authority, streamlined paths to more land, or blanket variances to development standards that threaten existing neighborhoods and quality of life. In Wilsonville, it has always has been about paying for and ensuring high-quality infrastructure that is needed to serve new development. This drum will continue to be beaten by the Wilsonville team in hopes that focus can be brought to the real issues hampering housing production.



Respectfully submitted,

Chris Neamtzu, AICP

Community Development Director

## Building Division

### Whatcha Lookin At? - Construction in a Floodplain

The building code contains construction requirements when building in the floodplain. In addition, the Federal Emergency Management Agency (FEMA), through the National Flood Insurance Program, establishes the elevation of the local floodplain and sets limits on construction activity. The FEMA program provides the availability of flood insurance for the community and owners of structures located in the floodplain.

In some cases when construction work occurs in a floodplain, depending on the scope of the project, construction may need to be elevated to a point that is a minimum of two feet above the finish floor, or alternatively the construction must be “flood-proofed.” Generally flood-proofing is much more expensive and difficult to achieve and most folks choose to elevate.

The above photo shows an existing home being extensively remodeled to the point where it required raising above the 100-year flood level. Raising the home can be a pretty impressive sight. Eventually the home will have its temporary shoring and cribbing removed and will be lowered to its final resting elevation. Per code, the finish floor elevation cannot be lower than a point two feet above the 100-year flood elevation.

The included photos show a Wilsonville home that resides on the floodplain undergoing a remodel. In the photo to the right is a survey monument that is placed by a licensed surveyor. This monument is cast in concrete and indicates the floodplain elevation level for a 100-year event. If building inspection staff does not verify the finish floor elevation, or the verification is not correct, the community can face consequences from FEMA through higher flood insurance premiums. In addition, accurately inspecting these installations is one way Building Safety Inspectors ensure our community is more resilient and protected from the effects of natural disasters such as a major flood event.





## Economic Development Division

### \$100,000 Grant for Basalt Creek Planning Work

The City received notice of a \$100,000 award from Business Oregon in June. This grant, from the Strategic Reserve Fund (SRF) Industrial Lands Technical Assistance Program, aids the City's work to fund technical land-use, utility, and transportation planning in the Basalt Creek Industrial Planning Area. The City's successful application was a collaboration between Economic Development and Planning staff.



### Childcare Provider Consortium Forming

In February, the City Council set biennial goals, one of which is to "Convene a childcare partner consortium to understand the barriers, challenges, and opportunities for increasing childcare opportunities in Wilsonville. Consider the City's role and potential actions for supporting the outcomes." Representatives of nine Wilsonville childcare centers will be gathering for a kick-off meeting of the Wilsonville Childcare Provider Consortium. A date and time has not yet been set, but this group is excited to meet and begin to identify both challenges and solutions.



### July Webinar – Building Social Media with SEO & Content Development

Social media is a tool many small business owners use to build brand identity, market their products or services, and increase sales. This free class covered ways to increase traffic to business websites and social media outlets by using Search Engine Optimization (SEO) and content creation. There is an art and science to making these tactics work. Joshua Jacobs, MESO Business Development Specialist shared the secrets, calling up on his extensive and diverse small business digital media experience.

The webinar was one of our better attended online events. We will continue partnering with Tigard, Sherwood, and Forest Grove to produce this free series for local businesses.

**BUSINESS SUPPORT WEBINAR**

**BUILDING SOCIAL MEDIA**  
with SEO and Content Development

PRESENTED BY  
*Joshua Jacobs,*  
MESO Business Development Specialist

WEDNESDAY  
**JULY 19**  
11 AM – 1 PM

The graphic features several icons at the bottom: a person pointing at a screen, a flag on a pole, a brain, two people holding gears, a thumbs up icon, and a lightbulb. On the right side, there is an icon of a person climbing a set of stairs with an upward arrow.

## Economic Development Division

### New Timeline, Approach for Town Center Urban Renewal Feasibility

Staff briefed the Council on June 19, 2023 after the first two meetings of the Urban Renewal Task Force (URTF), which is acting as the technical advisory committee for this study. At that time we had only preliminary analysis to share, as well as a project calendar which was built around a target end date of August 7, 2023, when the Council would potentially approve ballot language for an advisory vote on November 7, 2023.

Since the June 19 briefing, it has become clear that this ambitious timeline was *too* ambitious. Consequently, staff has decided to continue the feasibility study, but at a slower, more deliberate pace that will allow staff and consultants to complete thorough technical analysis and execute an effective communications plan, which the previous timeline would not have allowed for.



Staff briefed the Council on this new approach and timeline on July 17, 2023, and was met with support. The Urban Renewal Task Force will meet again in mid-August to discuss and assess future development assumptions, developed by staff, which inform the financial forecasting aspect of the feasibility study. The new timeline and approach will culminate with an advisory vote on the May 21, 2024 ballot. Staff will brief Council several more times in the interim.

### Second Vertical Housing Application Received

The City received its second application for the Vertical Housing Development Zone (VHDZ) program. Under this program, eligible projects can receive a partial property tax abatement for 10 years. The incentive is designed to promote the construction of multi-story mixed-use projects in targeted areas of the City.

The first application received was for the three mixed-use buildings that will complete the Villebois Piazza. This second application is for the WTC-01 project, a 5-story mixed-use development (photo—right) at the one-acre Shari's site in Town Center. The Development Review Board approved this project on July 24, 2023. Staff is reviewing the VHDZ application now and expects to issue conditional approval in conjunction with building permit issuance. Final project certification takes place at occupancy.





## Engineering Division, Capital Projects

### **2022 Street Maintenance (4014/4118/4717)**

This project includes Pedestrian Curb Ramp Replacement (4014), Signal Modifications (4118), and Pedestrian Crossing Improvements (4717). The curb ramp replacements are being done to comply with ADA requirements ahead of the 2023 Street Maintenance project to repave the roads adjacent to the ramps. Also included within this project were pedestrian crossing improvements along French Prairie Road in Charbonneau (pictured) that enhance the safety and visibility of pedestrians. The collective project was performed by Emery & Sons and its subcontractors.



### **2023 Street Maintenance (4014/4118/4717)**

Night paving began in early July on Boeckman Road between Boberg Road and Parkway Avenue. Later in the month, night paving began along Wilsonville Road between I-5 and Kinsman Road. Night work was selected in this occasion to limit impacts to commuters and increase safety to the workers. The City appreciates the public's patience as we extend the life of these assets.

In addition to the two previous areas, Wilsonville Road near Rose Lane will also be paved; however, that paving will take place during the day. Expect permanent striping to go down approximately two weeks after the final paving has taken place. This project is being performed by S-2 contractors and its subcontractors.

### **5th Street/Kinsman Road Extension (1139/2099/4196)**

This project involves the design and construction of the extension of 5th Street and Kinsman Road between Boones Ferry Road and Wilsonville Road, including water, sewer, storm, franchise utility extension and installation of a portion of the Ice Age Tonquin Trail. Final paving is complete. 5th Street railroad signal and crossing arms were installed the second week of June. Substantial completion was achieved at the end of May 2023.

### **Boeckman Creek Interceptor (2107)**

This project will upsize the existing Boeckman Creek Interceptor sewer collection pipeline in order to support the development of the Frog Pond area. A regional trail will be installed as a part of the maintenance path from Boeckman Road to Memorial Park. The kickoff meeting was held on October 31, 2022. Field investigations (survey, natural resources, cultural resources, and geotechnical) began late November/early December 2022 and continued through June 2023. Significant progress was made collecting field data over the last several months. Field investigations and public input will guide the design team in alternatives analysis and decision making for the sewer and ultimately the trail alignments. Public Outreach efforts are underway, with the first Open House held on May 25th and another open house for predesign scheduled for August 17 at City Hall. Two additional open house events are planned at major milestones: preliminary design and advance design. The dates for these events will be set and advertised in advance of these events.

## Engineering Division, Capital Projects

### **Boeckman Road Corridor Project (4212/4206/4205/2102/7065)**

This project involves the design and construction of the Boeckman Dip Bridge, Boeckman Road Improvements (Canyon Creek Road – Stafford Road), Canyon Creek Traffic Signal, and Boeckman Road Sanitary Sewer projects. The Tapani-Sundt Joint Venture is pushing to get the design of the project and advancing time-critical components. Right of Entry Permits are complete, and survey and other field work is complete. Additionally, several guaranteed maximum price (GMP) packages are identified and scheduled to meet the project deadlines. The temporary signal at 65th Avenue and Stafford Road is 100% designed and notice to proceed was issued. Review of the design of the bridge, roundabout, road improvements, and associated utilities is completed and refinements are underway for resubmittal. Long lead time items are being ordered to avoid impacts to the schedule. The GMP 2 was approved by Council and the Contract is being processed. A ground breaking ceremony is being scheduled, details pending. This will allow ordering of long lead items for GMP 3, but also the replacement of the Meridian Creek Culverts. This work is targeted to start in August. GMP 3, the bridge and most major components, are tentatively slated to start in October pending advancing design, permits, and price negotiations. Boeckman Road closure is planned later this fall.

### **Charbonneau Consolidated Plan (1500/2500/4500/7500)**

This project is one of 38 project areas designated by the Charbonneau Consolidated Plan for the design and construction of water, wastewater, and stormwater improvements. This project specifically focuses on Edgewater Lane, Village Greens Circle and French Prairie Road. In July, the design consultant delivered 90% plans for comment by the City. This project is on schedule for early 2024 bidding and construction in summer 2024.

### **Charbonneau Lift Station (2106)**

This project involves replacing the Charbonneau wastewater lift station with a submersible lift station and replacing the force main from the station to the I-5 bridge. The design contract was awarded to Murraysmith in December 2021, and preliminary design was completed in July 2022. Final design is scheduled for completion in August 2023, with construction anticipated for completion in September 2024.

### **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, and design was completed in December 2021. The construction contract was awarded to R.L. Reimers in February 2022, with construction (pictured) anticipated for completion in summer 2023.



### **West Side Level B Reservoir and Transmission Main (1149)**

This project will design and construct a new 3 million gallon water reservoir just west of City limits, along with a 24-inch transmission main connecting to the City water system. City Council awarded the design contract to Consor in February 2023. Design will be completed in 2024, followed by construction in 2024-2025.



## Engineering Division, Capital Projects

### WTP Expansion to 20 MGD (1144):

This project will expand the Water Treatment Plant (WTP) capacity to 20 millions of gallons per day (MGD) and incorporate related WTP capital improvements. A Construction Manager/General Contractor (CMGC) alternative contracting method was approved by City Council in March 2020.

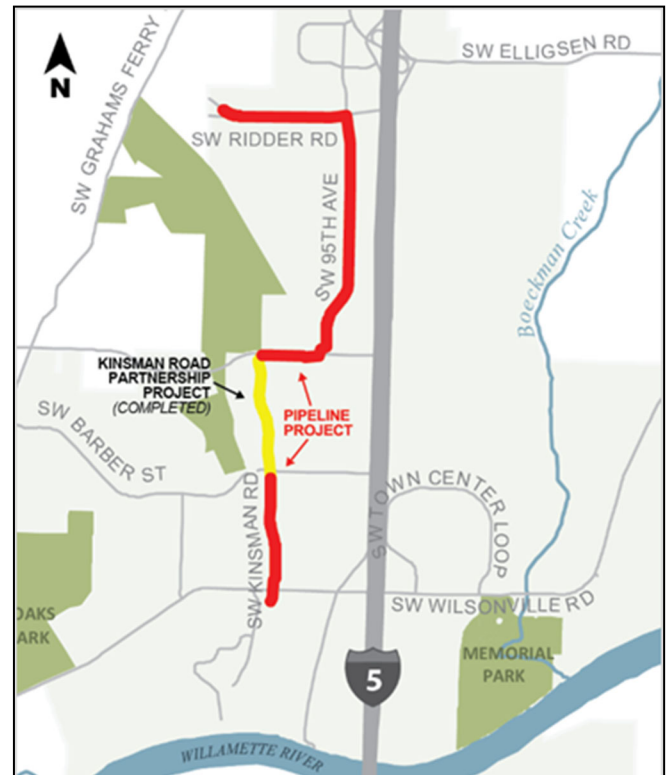


An engineering contract was awarded to Stantec in July 2020. The CMGC contract was awarded to Kiewit in August 2021. City Council approved an early work package for ozone generator replacement in October 2021. Final design was completed in coordination with the CMGC in March 2022. Construction (pictured above) began in June 2022 with completion expected in May 2024.

### WWSP Coordination (1127)

Ongoing coordination efforts continue with the Willamette Water Supply Program (WWSP). Here are the updates on major elements within Wilsonville:

- **Phase 1, Wilsonville Road (PLM\_1.1)** Arrowhead Creek Lane to Wilsonville Road—**COMPLETE**
- **Phase 2, Garden Acres Road to 124th (PLM\_1.2)** Ridder Road to Day Road—**COMPLETE**
- **Phase 3, Wilsonville Road to Garden Acres Road (PLM\_1.3)** The WWSP's last section of transmission pipeline to be constructed in the City of Wilsonville began in fall 2022, with completion in 2024. It will connect the remaining portion of the pipeline through Wilsonville and has an alignment along Kinsman Road, Boeckman Road, 95th Avenue, and Ridder Road (see image). The Engineering Division is currently in the process of reviewing final plans. The trenchless crossing under Wilsonville Road began in March and is nearing completion. Pipe install on the northern half of 95th Avenue to Ridder Road is nearing completion, with other improvements being worked on. Construction work is shifting near the intersection of Kinsman and Wilsonville Road over the next month.



### WWTP Master Plan (2104)

This project will evaluate capacity of Wastewater Treatment Plant (WWTP) processes to accommodate projected growth and regulatory changes. A prioritized capital improvement plan and budget will be developed. The engineering contract was awarded in May 2020 and the project is anticipated to be completed in December 2023. The Master Plan findings are scheduled to be presented to the Planning Commission and City Council in fall of 2023.

## Engineering Division, Private Development

### Residential Construction Activities

#### *Canyon Creek South Phase 3*

The contractor continues to work on installing utilities for the five residential lot subdivision located on Canyon Creek Road. The contractor has installed the water, sewer and storm mains and is working to install storm facilities.

#### *Frog Pond West*

If you've traveled on Stafford Road lately, you may notice the landscape is continuing to change with new houses going up quickly. Housing construction in Frog Pond Ridge, located south of Frog Pond Lane, continues.

- Frog Pond Crossing subdivision, a 29-lot subdivision located north of Frog Pond Lane, was paved at the end of July.
- Frog Pond Oaks subdivision, a 41-lot subdivision located to the west of Frog Pond Crossing, has started grading and prepping for paving.
- Frog Pond Vista subdivision, a 38-lot subdivision to the west of Frog Pond Oaks, started grading in June and is working to install utilities.

#### *Villebois Clermont*

The contractor is continuing to work on punch list items at Regional Parks 5 and 6. Home construction continues.

### Commercial/Industrial Construction Activities

#### *Black Creek Industrial /*

Construction is nearing completion and the contractor is working on punch list items.



Canyon Creek South Phase 3



Frog Pond Crossing



Frog Pond Oaks



Black Creek Industrial



## Natural Resources Division

### Green Roofs, Bicycles, and Renewable Energy

In July, Kerry Rappold traveled with his family to Iceland, Denmark and Sweden. He has friends that live in Copenhagen and my family and I were excited to experience and learn about their beautiful country. Iceland, with its scenic and unique landscapes, and Sweden, steeped in Scandinavian history, also offered much to enjoy and appreciate.

In all of these countries, it was obvious they embraced sustainability and eco-friendly approaches to living. They're making significant contributions to reducing greenhouse gas emissions and mitigating the impacts caused by humans. Highlights from these countries include:

- **Green Roofs:** Whether the traditional turf houses of Iceland or more modern green roofs, there were a wide variety of examples to see. In 2010, the City of Copenhagen introduced a policy making it mandatory for new buildings with slopes of less than 30 degrees to have green roofs.
- **Bicycles:** In Denmark and Sweden, they rank 2nd and 4th in the world in regards to the number of bikes per person. In 2015, Copenhagen was named the world's most bike-friendly city, beating out Amsterdam. In Denmark, 40% of the population ride a bike and don't own a car. Separated bike lanes and other measures ensure biking is safe and enjoyable.
- **Renewable Energy:** Iceland, Sweden, and Denmark rank 1st, 3rd and 6th, respectively, in the world in the use of renewable energy. In Iceland, geothermal and hydropower provide 85% of their energy. In comparison, the U.S. ranks 40th in renewable energy. Due to hydropower, Oregon gets 67% of energy from renewable sources.



## Planning Division, Current

### Administrative Land Use Decisions Issued

- 8 Type A Tree Permits
- 5 Type B Tree Permits
- 1 Class 1 Administrative Review
- 1 Class 2 Administrative Review
- 2 Class 1 Sign Permits
- 1 Class 2 Wireless Permit

### Construction Permit Review, Development Inspections, and Project Management

In July, 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)
- Five-lot residential subdivision on Canyon Creek Road South
- New gas station and convenience store on Boones Ferry Road
- New industrial warehouse building between Garden Acres Road and Grahams Ferry Road in Coffee Creek Industrial Area
- New Public Works Building
- Residential subdivisions in Frog Pond West

### Development Review Board (DRB)

DRB Panel A met on July 10. Following a public hearing, the Board approved a Conditional Use Permit for parking and other upgrades for the Charbonneau Marina.

DRB Panel B met on July 24. Following a public hearing, the Board approved a five-story mixed retail/residential building at the corner of Town Center Loop West and Park Place. The building will be the first developed consistent with the Wilsonville Town Center Plan.

### DRB Projects Under Review

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

- 34-lot attached middle housing development in Frog Pond West
- Mixed use residential development in Town Center
- New cover structures for Charbonneau tennis courts
- New electric substation along Parkway Avenue north of Boeckman Road
- New industrial building at ParkWorks off Parkway Avenue
- Park modifications at Edith Green Park in Charbonneau
- Significant Resource Overlay Zone exception to develop a residence on a undeveloped lot on Montgomery Way
- Upgrades at the Charbonneau Marina



Proposed Mixed Use Building at Town Center Loop West and Park Place Approved by DRB on July 24

## Planning Division, Long Range

### Coffee Creek Form-based Code Assessment and Basalt Creek Code Implementation

The Coffee Creek Form-based Code standards and review process was subject to a pilot period of three completed development applications or five years following adoption in February 2018. Planning staff has embarked on an assessment of the standards and implementation process. Planning staff will also build on the form-based code assessment as we launch into planning for Basalt Creek Development Code implementation. In July, staff developed an overall project timeline and held a number of interviews to get feedback from developers and design professionals that have been involved in Coffee Creek development for the assessment portion of the project. In addition, the project team received notice of a \$100,000 grant reward from Business Oregon and worked on preparing a grant application for additional grant assistance from Metro.

### Frog Pond East and South Master Plan

With the Frog Pond East and South Master Plan adopted in December, the City is now focusing on implementation. Two outstanding implementation steps are in process:



## FROG POND EAST & SOUTH MASTER PLAN

(1) Development Code amendments, and (2) an infrastructure funding plan. On July 12, Planning Commission held a work session focused on Development Code amendments to establish clear and objective stormwater design standards. In addition, the project team continues to actively work to refine the other proposed Development standards and infrastructure financing plan.

### Housing Our Future

This multi-year project will analyze Wilsonville's housing capacity and need followed by developing strategies to produce housing to meet the identified housing needs. The City's last Housing Needs Analysis was adopted in 2014. In July, the project team began planning project outreach to be completed during Phase 2 of the project, including a project survey and community engagement activities for the August Community Party in the Park. The project team will hold a work session with City Council in August to introduce the project and share the community engagement approach.

### Statewide Policy Involvement

In July, members of the Planning Staff participated in work groups for the Governor's Housing Production Advisory Council focused on fees, permitting process, and review standards. In addition, staff continued to track and testified before the Land Conservation and Development Commission regarding updated rules related to Climate Friendly and Equitable Communities.

### Planning Commission

The Planning Commission met on July 12. The Planning Commission held two work sessions. The first work session discussed a number of procedural cleanup edits in the Development Code, particularly regarding wireless communication facilities. Following discussion the Commission supported moving forward with the proposed edits. The second work session focused on stormwater design standards proposed as part of the Frog Pond East and South Master Plan implementation effort. The Planning Commission was supportive of the direction of the proposed standards.



## Planning Division, Long Range

### Wilsonville Town Center Plan

#### *Town Center Plan Implementation*

During July, the Town Center project team continued work on a detailed Urban Renewal Feasibility Study, taking the findings of the recently adopted Infrastructure Funding Plan and further assessing forecasted revenues, maximum indebtedness, a project list, and proposed district boundary for an Urban Renewal District in Town Center. The project team worked on refined assumptions on anticipated development timing and location in Town Center, which will be used to make final projections on maximum indebtedness for a future Urban Renewal District. On July 17, the project team provided City Council an update focused on project timing. The next Urban Renewal Task Force meeting is planned for August to review the refined analysis.



WILSONVILLE TOWN CENTER



# JULY MONTHLY REPORT

*FINANCE—The department where everyone counts*

- **Fiscal Year End:** Happy Fiscal Year 2024! The end of fiscal year 2023 has come and gone (June 30), kicking off a busy summer as Finance staff work to complete the year-end process, including: analyzing, reviewing, and reconciling accounts—leading up to the preparation of financial statements, including the Annual Comprehensive Financial Report (ACFR).
- **Records Retention:** The last week of July was shred week at City Hall. In preparation, the Finance team reviewed the retention schedules based on Oregon Revised Statutes, pulled any files beyond the retention requirements, and helped fill the shred bins—opening up prime real estate in Finance. (As the City continues to grow, this will eventually allow room for another work station in Finance.) Although we've migrated to being more fully electronic, both electronic and archaic paper documents are all subject to retention schedules. Throughout this process, there was much communication surrounding: if a document is actually needed or just printed out of habit, and if older paper documents (that we're required to retain), could instead, be stored electronically.
- **Transit Tax:** The quarterly transit tax was due on June 30. When we sent out the reminder notices, we included a green remittance envelope. Each day in July we have received a huge stack of payments. The colored envelopes helped the person sorting the mail to quickly get those payments routed to the correct person for processing.
- **Utility Billing:** On average the City processes 130 closing bills each month. This means we also have 130 new residents. These customers are only paying for a partial month so the bills have to be pro-rated. The implementation team struggled with the set-up required to effectively accomplish this. As such, at Go Live, everything was working correctly except for the residential sewer charge because it was based on a winter average and not actual usage. In response, each month we've had to manually update the sewer usage fees one by one on approximately 260 accounts. At the Tyler conference in May, staff met an expert who promised to follow up with them to get this situation resolved. After changing some of the system set-up options, we tested several initial bills as well as final bills, and can confirm they were all calculating correctly. A huge win! As with any implementation, these final pieces of the puzzle will save much time when processing billings.
- **Silent Celebration:** Last but not least, we'd like to recognize someone who's made a big, positive impact on our team. Some people like public recognition, while others like to fly below the radar. One such person is our Finance Director, Keith Katko. In July he celebrated 24 years of service with the City!
- **Attached Financials:** Finance continues to monitor all departments for on-going budget compliance.

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
<b>110 - General Fund</b>				
Taxes	\$ 15,090,000	\$ 118,483	\$ 14,971,517	1%
Intergovernmental	2,715,173	60	2,715,113	0%
Licenses and permits	242,800	89,830	152,971	37%
Charges for services	413,164	21,442	391,722	5%
Fines and forfeitures	250,000	16,400	233,600	7%
Investment revenue	304,600	-	304,600	0%
Other revenues	681,450	24,433	657,017	4%
Transfers in	5,337,741	672,962	4,664,779	13%
<b>TOTAL REVENUES</b>	<b>\$ 25,034,928</b>	<b>\$ 943,610</b>	<b>\$ 24,091,318</b>	<b>4%</b>
Personnel services	\$ 12,185,032	\$ 472,561	\$ 11,712,471	4%
Materials and services	12,845,271	585,766	12,259,505	5%
Capital outlay	274,000	104,883	169,117	38%
Debt service	1,134,284	1,129,631	4,653	100%
Transfers out	7,023,981	62,500	6,961,481	1%
<b>TOTAL EXPENDITURES</b>	<b>\$ 33,462,568</b>	<b>\$ 2,355,340</b>	<b>\$ 31,107,228</b>	<b>7%</b>
<b>610 - Fleet Fund</b>				
Charges for services	\$ 1,722,180	\$ 143,515	\$ 1,578,665	8%
Investment revenue	8,200	-	8,200	0%
<b>TOTAL REVENUES</b>	<b>\$ 1,730,380</b>	<b>\$ 143,515</b>	<b>\$ 1,586,865</b>	<b>8%</b>
Personnel services	\$ 985,470	\$ 36,258	\$ 949,212	4%
Materials and services	801,417	34,709	766,708	4%
Capital outlay	303,800	95,465	208,335	31%
Transfers out	2,400	200	2,200	8%
<b>TOTAL EXPENDITURES</b>	<b>\$ 2,093,087</b>	<b>\$ 166,633</b>	<b>\$ 1,926,454</b>	<b>8%</b>
<b>230 - Building Inspection Fund</b>				
Licenses and permits	\$ 1,204,000	\$ 81,191	\$ 1,122,809	7%
Investment revenue	71,700	-	71,700	0%
<b>TOTAL REVENUES</b>	<b>\$ 1,275,700</b>	<b>\$ 81,191</b>	<b>\$ 1,194,509</b>	<b>6%</b>
Personnel services	\$ 1,076,940	\$ 38,049	\$ 1,038,891	4%
Materials and services	198,774	2,730	196,044	1%
Transfers out	346,058	28,839	317,219	8%
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,621,772</b>	<b>\$ 69,618</b>	<b>\$ 1,552,154</b>	<b>4%</b>
<b>231 - Community Development Fund</b>				
Licenses and permits	\$ 852,302	\$ 86,109	\$ 766,193	10%
Charges for services	723,900	42,206	681,694	6%
Investment revenue	44,400	-	44,400	0%
Transfers in	3,027,023	99,114	2,927,909	3%
<b>TOTAL REVENUES</b>	<b>\$ 4,647,625</b>	<b>\$ 227,428</b>	<b>\$ 4,420,197</b>	<b>5%</b>
Personnel services	\$ 3,685,060	\$ 146,133	\$ 3,538,927	4%
Materials and services	803,584	87,931	715,653	11%
Transfers out	607,926	50,661	557,265	8%
<b>TOTAL EXPENDITURES</b>	<b>\$ 5,096,570</b>	<b>\$ 284,724</b>	<b>\$ 4,811,846</b>	<b>6%</b>
<b>240 - Road Operating Fund</b>				
Intergovernmental	\$ 2,240,600	\$ -	\$ 2,240,600	0%
Investment revenue	52,200	-	52,200	0%
Other revenues	-	242	(242)	-
<b>TOTAL REVENUES</b>	<b>\$ 2,292,800</b>	<b>\$ 242</b>	<b>\$ 2,292,558</b>	<b>0%</b>
Personnel services	\$ 524,370	\$ 18,889	\$ 505,481	4%
Materials and services	616,212	32,816	583,396	5%
Capital outlay	300,000	-	300,000	0%
Debt service	358,000	-	358,000	0%
Transfers out	2,161,694	21,127	2,140,567	1%
<b>TOTAL EXPENDITURES</b>	<b>\$ 3,960,276</b>	<b>\$ 72,831</b>	<b>\$ 3,887,445</b>	<b>2%</b>

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
<b>241 - Road Maintenance Fund</b>				
Charges for services	\$ 2,249,000	\$ 222,297	\$ 2,026,703	10%
Investment revenue	87,100	-	87,100	0%
<b>TOTAL REVENUES</b>	<b>\$ 2,336,100</b>	<b>\$ 222,297</b>	<b>\$ 2,113,803</b>	<b>10%</b>
Transfers out	\$ 4,235,000	\$ -	\$ 4,235,000	0%
<b>TOTAL EXPENDITURES</b>	<b>\$ 4,235,000</b>	<b>\$ -</b>	<b>\$ 4,235,000</b>	<b>0%</b>
<b>260 - Transit Fund</b>				
Taxes	\$ 6,000,000	\$ 327,135	\$ 5,672,865	5%
Intergovernmental	4,174,500	-	4,174,500	0%
Charges for services	40,000	1,238	38,762	3%
Fines and forfeitures	5,000	249	4,751	5%
Investment revenue	425,100	-	425,100	0%
Other revenues	16,000	-	16,000	0%
<b>TOTAL REVENUES</b>	<b>\$ 10,660,600</b>	<b>\$ 328,622</b>	<b>\$ 10,331,978</b>	<b>3%</b>
Personnel services	\$ 5,058,100	\$ 181,348	\$ 4,876,752	4%
Materials and services	3,239,530	163,638	3,075,892	5%
Capital outlay	2,060,000	-	2,060,000	0%
Transfers out	1,043,990	56,554	987,436	5%
<b>TOTAL EXPENDITURES</b>	<b>\$ 11,401,620</b>	<b>\$ 401,540</b>	<b>\$ 11,000,080</b>	<b>4%</b>
<b>510 - Water Operating Fund</b>				
Charges for services	\$ 10,104,780	\$ 1,301,292	\$ 8,803,488	13%
Fines and forfeitures	-	1,810	(1,810)	-
Investment revenue	324,500	-	324,500	0%
Other revenues	1,168,080	1,130,681	37,399	97%
<b>TOTAL REVENUES</b>	<b>\$ 11,597,360</b>	<b>\$ 2,433,783</b>	<b>\$ 9,163,577</b>	<b>21%</b>
Personnel services	\$ 687,800	\$ 23,778	\$ 664,022	3%
Materials and services	5,050,863	66,975	4,983,888	1%
Capital outlay	655,000	-	655,000	0%
Debt service	371,000	-	371,000	0%
Transfers out	11,003,045	65,745	10,937,300	1%
<b>TOTAL EXPENDITURES</b>	<b>\$ 17,767,708</b>	<b>\$ 156,498</b>	<b>\$ 17,611,210</b>	<b>1%</b>
<b>520 - Sewer Operating Fund</b>				
Charges for services	\$ 8,477,900	\$ 662,421	\$ 7,815,479	8%
Investment revenue	114,900	-	114,900	0%
Other revenues	31,500	2,640	28,860	8%
Transfers in	600,000	-	600,000	0%
<b>TOTAL REVENUES</b>	<b>\$ 9,224,300</b>	<b>\$ 665,062</b>	<b>\$ 8,559,238</b>	<b>7%</b>
Personnel services	\$ 449,960	\$ 14,205	\$ 435,755	3%
Materials and services	4,121,454	18,497	4,102,957	0%
Capital outlay	125,509	-	125,509	0%
Debt service	2,880,000	-	2,880,000	0%
Transfers out	9,857,299	48,128	9,809,171	0%
<b>TOTAL EXPENDITURES</b>	<b>\$ 17,434,222</b>	<b>\$ 80,829</b>	<b>\$ 17,353,393</b>	<b>0%</b>
<b>550 - Street Lighting Fund</b>				
Charges for services	\$ 540,540	\$ 47,320	\$ 493,220	9%
Investment revenue	17,000	-	17,000	0%
<b>TOTAL REVENUES</b>	<b>\$ 557,540</b>	<b>\$ 47,320</b>	<b>\$ 510,220</b>	<b>8%</b>
Materials and services	\$ 366,450	\$ -	\$ 366,450	0%
Transfers out	522,500	-	522,500	0%
<b>TOTAL EXPENDITURES</b>	<b>\$ 888,950</b>	<b>\$ -</b>	<b>\$ 888,950</b>	<b>0%</b>
<b>570 - Stormwater Operating Fund</b>				
Charges for services	\$ 3,678,840	\$ 296,238	\$ 3,382,602	8%
Investment revenue	55,100	-	55,100	0%
<b>TOTAL REVENUES</b>	<b>\$ 3,733,940</b>	<b>\$ 296,238</b>	<b>\$ 3,437,702</b>	<b>8%</b>
Personnel services	\$ 324,810	\$ 14,240	\$ 310,570	4%
Materials and services	830,350	8,660	821,690	1%
Debt service	838,000	-	838,000	0%
Transfers out	6,224,965	49,706	6,175,259	1%
<b>TOTAL EXPENDITURES</b>	<b>\$ 8,218,125</b>	<b>\$ 72,605</b>	<b>\$ 8,145,520</b>	<b>1%</b>

	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
<b>336 - Frog Pond Development</b>				
Licenses and permits	\$ 2,000,000	\$ 53,672	\$ 1,946,328	3%
Investment revenue	28,300	-	28,300	0%
<b>TOTAL REVENUES</b>	<b>\$ 2,028,300</b>	<b>\$ 53,672</b>	<b>\$ 1,974,628</b>	<b>3%</b>
Materials and services	\$ 36,180	\$ -	\$ 36,180	0%
Transfers out	3,199,297	-	3,199,297	0%
<b>TOTAL EXPENDITURES</b>	<b>\$ 3,235,477</b>	<b>\$ -</b>	<b>\$ 3,235,477</b>	<b>0%</b>
<b>348 - Washington County TDT</b>				
Washington County TDT	\$ 250,000	\$ -	\$ 250,000	0%
Investment revenue	44,700	-	44,700	0%
<b>TOTAL REVENUES</b>	<b>\$ 294,700</b>	<b>\$ -</b>	<b>\$ 294,700</b>	<b>0%</b>
<b>346 - Roads SDC</b>				
System Development Charges	\$ 1,800,000	\$ 729,903	\$ 1,070,098	41%
Investment revenue	40,000	-	40,000	0%
<b>TOTAL REVENUES</b>	<b>\$ 1,840,000</b>	<b>\$ 729,903</b>	<b>\$ 1,110,098</b>	<b>40%</b>
Materials and services	\$ 43,130	\$ -	\$ 43,130	0%
Transfers out	10,712,968	-	10,712,968	0%
<b>TOTAL EXPENDITURES</b>	<b>\$ 10,756,098</b>	<b>\$ -</b>	<b>\$ 10,756,098</b>	<b>0%</b>
<b>396 - Parks SDC</b>				
System Development Charges	\$ 550,000	\$ 15,171	\$ 534,829	3%
Investment revenue	12,000	-	12,000	0%
<b>TOTAL REVENUES</b>	<b>\$ 562,000</b>	<b>\$ 15,171</b>	<b>\$ 546,829</b>	<b>3%</b>
Materials and services	\$ 17,570	\$ -	\$ 17,570	0%
Transfers out	1,111,946	-	1,111,946	0%
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,129,516</b>	<b>\$ -</b>	<b>\$ 1,129,516</b>	<b>0%</b>
<b>516 - Water SDC</b>				
System Development Charges	\$ 1,515,000	\$ 333,465	\$ 1,181,535	22%
Investment revenue	50,000	-	50,000	0%
<b>TOTAL REVENUES</b>	<b>\$ 1,565,000</b>	<b>\$ 333,465</b>	<b>\$ 1,231,535</b>	<b>21%</b>
Materials and services	\$ 26,980	\$ -	\$ 26,980	0%
Debt service	452,000	-	452,000	0%
Transfers out	8,803,824	-	8,803,824	0%
<b>TOTAL EXPENDITURES</b>	<b>\$ 9,282,804</b>	<b>\$ -</b>	<b>\$ 9,282,804</b>	<b>0%</b>
<b>526 - Sewer SDC</b>				
System Development Charges	\$ 725,000	\$ 116,396	\$ 608,604	16%
Investment revenue	9,900	-	9,900	0%
<b>TOTAL REVENUES</b>	<b>\$ 734,900</b>	<b>\$ 116,396</b>	<b>\$ 618,504</b>	<b>16%</b>
Materials and services	\$ 22,930	\$ -	\$ 22,930	0%
Transfers out	1,605,323	-	1,605,323	0%
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,628,253</b>	<b>\$ -</b>	<b>\$ 1,628,253</b>	<b>0%</b>
<b>576 - Stormwater SDC</b>				
System Development Charges	\$ 690,000	\$ 39,853	\$ 650,147	6%
Investment revenue	109,700	-	109,700	0%
<b>TOTAL REVENUES</b>	<b>\$ 799,700</b>	<b>\$ 39,853</b>	<b>\$ 759,847</b>	<b>5%</b>
Materials and services	\$ 5,980	\$ -	\$ 5,980	0%
Transfers out	360,603	-	360,603	0%
<b>TOTAL EXPENDITURES</b>	<b>\$ 366,583</b>	<b>\$ -</b>	<b>\$ 366,583</b>	<b>0%</b>



	Current Year Budget	Year to Date Activity	Remaining Balance	% Used
<b>800 - Year 2000 Program Income</b>				
Investment revenue	\$ 800	\$ -	\$ 800	0%
<b>TOTAL REVENUES</b>	<b>\$ 800</b>	<b>\$ -</b>	<b>\$ 800</b>	<b>0%</b>
Materials and services	\$ 5,000	\$ -	\$ 5,000	0%
Transfers out	25,000	-	25,000	0%
<b>TOTAL EXPENDITURES</b>	<b>\$ 30,000</b>	<b>\$ -</b>	<b>\$ 30,000</b>	<b>0%</b>
<b>805 - Year 2000 Capital Projects</b>				
Investment revenue	\$ 262,000	\$ -	\$ 262,000	0%
<b>TOTAL REVENUES</b>	<b>\$ 262,000</b>	<b>\$ -</b>	<b>\$ 262,000</b>	<b>0%</b>
Materials and services	\$ 262,900	\$ 63	\$ 262,837	0%
Capital outlay	9,273,000	-	9,273,000	0%
<b>TOTAL EXPENDITURES</b>	<b>\$ 9,535,900</b>	<b>\$ 63</b>	<b>\$ 9,535,837</b>	<b>0%</b>
<b>810 - Westside Program Income</b>				
Investment revenue	\$ 3,715	\$ -	\$ 3,715	0%
<b>TOTAL REVENUES</b>	<b>\$ 3,715</b>	<b>\$ -</b>	<b>\$ 3,715</b>	<b>0%</b>
<b>815 - Westside Capital Projects</b>				
Investment revenue	\$ 165,000	\$ -	\$ 165,000	0%
<b>TOTAL REVENUES</b>	<b>\$ 165,000</b>	<b>\$ -</b>	<b>\$ 165,000</b>	<b>0%</b>
Materials and services	\$ 257,364	\$ 9,072	\$ 248,292	4%
Capital outlay	710,000	-	710,000	0%
<b>TOTAL EXPENDITURES</b>	<b>\$ 967,364</b>	<b>\$ 9,072</b>	<b>\$ 958,292</b>	<b>1%</b>
<b>817 - Westside Debt Service</b>				
Taxes	\$ 1,672,200	\$ -	\$ 1,672,200	0%
Investment revenue	20,630	-	20,630	0%
<b>TOTAL REVENUES</b>	<b>\$ 1,692,830</b>	<b>\$ -</b>	<b>\$ 1,692,830</b>	<b>0%</b>
Debt service	\$ 4,702,025	\$ -	\$ 4,702,025	0%
<b>TOTAL EXPENDITURES</b>	<b>\$ 4,702,025</b>	<b>\$ -</b>	<b>\$ 4,702,025</b>	<b>0%</b>
<b>825 - Coffee Creek Capital Projects</b>				
Investment revenue	\$ 3,095	\$ -	\$ 3,095	0%
Transfers in	500,000	-	500,000	0%
<b>TOTAL REVENUES</b>	<b>\$ 503,095</b>	<b>\$ -</b>	<b>\$ 503,095</b>	<b>0%</b>
Materials and services	\$ 136,500	\$ 11,000	\$ 125,500	8%
<b>TOTAL EXPENDITURES</b>	<b>\$ 136,500</b>	<b>\$ 11,000</b>	<b>\$ 125,500</b>	<b>8%</b>
<b>827 - Coffee Creek Debt Service</b>				
Taxes	\$ 566,800	\$ -	\$ 566,800	0%
Investment revenue	8,510	-	8,510	0%
<b>TOTAL REVENUES</b>	<b>\$ 575,310</b>	<b>\$ -</b>	<b>\$ 575,310</b>	<b>0%</b>
Debt service	\$ 782,000	\$ -	\$ 782,000	0%
<b>TOTAL EXPENDITURES</b>	<b>\$ 782,000</b>	<b>\$ -</b>	<b>\$ 782,000</b>	<b>0%</b>

### *From the Director*

The Summer Reading Program enthusiastically went into full swing in July. Readers of all ages began their reading and then turning in their Reading Logs, Science Logs, and Bingo Cards. The demand for the Reading Logs and Bingo Cards was so high that we had to reorder them from the printer!

Youth programs continued with twice-weekly Baby & Toddler Time on Tuesday mornings, Stories & Science twice-weekly on Wednesdays, and weekly Thursday Summer Fun Shows in the Grove Shelter in Memorial Park. July performers included storyteller Habiba Addo, magician Seth Howard, juggler Rhys Thomas, and The Reptile Man (Richard Ritchey). Our staff-led youth programs will go on break in August, with a series of STEAM events by outside presenters being offered for kids throughout the month.

Teen summer programs on Tuesdays included “Library After Dark”, a flash fiction writing workshop, and the annual Party in the Park with the traditional exploding watermelon—teens wrap rubber bands around a watermelon until it explodes. Teen programs go on break in August, before heading into regular fall programming.

Adult programs included a Space Talk about the Lunar Reconnaissance Orbiter, an online program about Seneca Falls and the Women’s Right to Vote movement, and a weekly class about women astronomers. The Walking Book Club, Genealogy Club, and English (ESL) class met. The First Friday Film was 80 for Brady.

On the staffing front, we hired Crystal Reynolds as the new Outreach Librarian. She will start work at the library in August. Recruitment for the Library Services Manager position closed in July, with interviews scheduled for August 1.

As of July 1, overdue fines for most items are now 10 cents per day per item, with a maximum fine of \$1. Most libraries in the LINCC (Libraries in Clackamas County) cooperative share the same overdue fine policy.

New to the Library of Things collection are Google Chromebooks and internet hotspots. Patrons can check out these items for free for 14 days. Also added to our Library of Things collection are an electric paddle board pump, new board games, and pop-up canopy. With support from the Wilsonville Library Foundation, a new microfilm reader has been purchased, which is currently being tested before finding a home in the Tech Center for public use.

The library garden plot in the City’s Community Garden is doing great! We are excited with how well it is growing.

-Shasta Sasser, Library Director



## Parks and Recreation Report | July 2023

### Director's Report

As always July was a very busy month for our team. On July 4th we hosted our 2nd annual Independence Day Laser Light Show in Town Center Park. Once again we had a great turn out for the event. Our team added some fun family friendly activities to the event this year to compliment the Laser Light Show. There was a free face painting booth, free glow sticks, and Shave Ice available for purchase.

Our very own Memorial Park also hosted the Oregon State Little League Tournament for the first time ever. Teams from around the state converged on the athletic fields of Memorial Park for this multi-day event that brought hundreds of folks to our area.

To cap off the month, on July 29 at the Korean War Memorial in Town Center Park, our community commemorated three important events: (1) the 70th Anniversary of the Korean War Armistice agreement; (2) The 70th Anniversary of the Republic of Korea / US Alliance, and (3) a preview of the Oregon Korean War Memorial Interpretive Center. The event was very well attended with many local elected officials, international dignitaries, and even Oregon State Governor, Tina Kotek in attendance. It was a special and touching event for all those in attendance.

I am so grateful to be a part of this team and the greater City organization that works so hard to make these events as well as every park visit a positive and memorable experience for residents and visitors.

~ Kris Ammerman



## Recreation Updates:

### Tournament Season Kicks Off in Memorial Park

July saw the start of a busy tournament season in Memorial Park. Beginning the weekend of July 14, Wilsonville Little League (WLL) hosted teams from across Oregon in the Majors State Tournament, which is a qualifying tournament for regionals before the Little League World Series. WLL received grant funding from the Community Opportunity grant for this tournament.



The following weekend, Lake Oswego Soccer Club (LOSC) hosted a series of games in Memorial Park for their annual Nike Cup Tournament, which welcomes teams from across the western United States and Canada to play in games throughout the Portland Metro area.

### Summer Camps

July is one of the busiest months for Summer Camps in Wilsonville. In July alone, 23 different camp sessions were offered serving over 250 kids. Camps included cheerleading, flag football, soccer, chess wizards, outdoor survival, tennis, multi-sport, chef camps, and more! It has been really great to watch camps fill up again post covid and it feels good to see packed fields and lots of kids playing and learning together.



### Movies in the Park Series began in July

Two of four Movies in the Park took place in July. 'Lightyear' took place in Town Center Park on July 14, and 'Vivo' took place at Edelweiss Park in Villebois on July 28. The Lightyear movie featured a Buzz Lightyear entertainer who handed out stickers and interacted with kids at the movie.





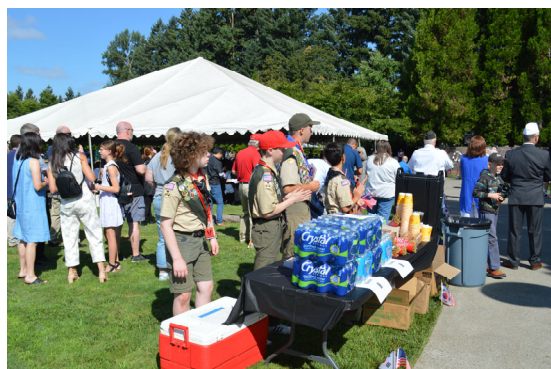
## Community Center Updates

### Community Center –

- The Community Center introduced a Poetry Group which will meet the 1<sup>st</sup> Tuesday and 3<sup>rd</sup> Thursday of each month. Each week, a group facilitator will select a few words as prompts for writing. These words will serve as inspiration for the individual creative processes. The following month participants will share and discuss their work. The group believes that by sharing poems attendees can learn from each other's unique perspectives and grow together as writers.
- The Life 101 lecture series continued with a number of free educational lectures. Community Center, Health and Wellness Coach, Brad Moore presented on breathing methods to promote optimal health, internal calmness and overall wellbeing, The Alzheimer's Association shared information on the 10 warning signs of Alzheimer's and Attorney Michael Rose gave an overview of long term care centered around Medicaid planning and preserving and protecting assets. Finally, at the end of the month, Dr. Dave Duemling shared information on nutrition and food myths and how to make the most of one's trip to the grocery store. The Life 101 lecture series has been a huge hit drawing new participants to the Center and providing attendees a wide range of information in a simple, easy to understand format.
- The nutrition program stayed consistent in July delivering 1,550 meals to 80 homebound members of our community.

### The Korean War Armistice Event –

On Saturday, July 29, in partnership with the Korean War Memorial Foundation of Oregon, the City of Wilsonville co-hosted an event to honor veterans of the Korean War, celebrate the 70<sup>th</sup> anniversary of the Korean War Armistice and to offer a preview of the Korean War Interpretive Center honoring service members with Oregon ties. The event included remarks from Governor Tina Kotek, Mayor Julie Fitzgerald, Consul General Seo, Eunji, Senator James Manning and Chuck Lusardi a Korean War veteran. Additionally, there was a wreath ceremony, music, and an opportunity to view an M35 Series cargo truck from the Korean War.



## Board Highlights

### Arts, Culture, and Heritage Commission

During the July meeting, the ACHC received a refresher presentation on ACHC purpose, mission, duties, etc. The ACHC also received the updated draft of the Public Art Program and Guidelines and Policy. The Legal Department did a thorough review of the policy so it was important for the ACHC to look at it again, before staff brings it to an upcoming City Council work session. Lastly, the ACHC received a presentation on the upcoming skate park mural project which staff was able to receive Community Enhancement Program Funding for. The ACHC will serve as the main review panel for this project and be integral throughout the process of commissioning an artist.

### Kitakata Sister City Advisory Board

The Kitakata Sister City Advisory Board gained a new member in July; the board welcomed Mas Yatabe. The board held a host family interest night at the Wilsonville Public Library in July. The board is still looking for host families to host a Kitakata Middle School student from October 28-November 7 of this year. The 35th anniversary of the Sister City relationship is on October 28, the day the students arrive to Wilsonville. See the host family info flyer on the following page for reference. Applications for host families are due September 1.

### Parks and Recreation Advisory Board

The Parks and Recreation Advisory Board did not meet in July.

## Other Group Highlights

**Wilsonville Community Seniors Inc -** The Board gave a 6 month report on BINGO participation. For the January – July timeframe, 108 games were played with 300 participants. Beginning in October, the monthly Gazette Newsletter will no longer be mailed. Those wishing to receive the Newsletter will be able to have it emailed, access it on the WCSI website, or pick up printed copies at the Community Center.

**Korean War Memorial Foundation of Oregon -** All KWMFO efforts in July were focused on the July 29 event – highlighted earlier in this report.

## Upcoming Events

### Movies in the Park Series:

- **Super Pets:** August 11, Dusk, Town Center Park
- **Strange World:** August 25, Dusk, Memorial Park River Shelter with a special reptile show!

**Skate Jam:** August 12, 1pm, Memorial Park Skate Park– prizes, jam sessions, giveaways!

**Party in the Park:** August 24, 5:30-8:30pm, Town Center Park– food truck, live music, games and more!



# SISTER CITY

## Homestay Program

HOST A MIDDLE SCHOOL STUDENT FROM  
OUR SISTER CITY OF KITAKATA, JAPAN

10 DAY HOST FAMILY EXPERIENCE  
OCTOBER 28 - NOVEMBER 7



### *Who is visiting?*

Middle School students from our Sister City of Kitakata, Japan will be visiting Wilsonville from October 28 through November 7. All students speak some English, and may use phone translators to help with communication.



### *What would I be Responsible for?*

The Homestay program requires that host families provide transportation to and from City Hall and/or Parks and Rec Admin building on weekdays. Drop off is typically at 8am, and pick up around 5pm. Host families are not responsible for airport pick up or drop off. Weekends are spent with host families. Some organized meals are provided, but host families need to provide breakfast and dinner most days, plus a brown bag lunch or two during the week. Students must be provided with their own room with a door that shuts for privacy.



### *Where do I apply, and When is the deadline?*

Those interested in hosting may apply at [ci.wilsonville.or.us/sistercity](http://ci.wilsonville.or.us/sistercity). Applications are due by September 1. Please email completed applications to Recreation Coordinator, Erica Behler at [behler@ci.wilsonville.or.us](mailto:behler@ci.wilsonville.or.us) - a home visit and background check are required in order for approval.



SCAN ME

LEARN MORE &  
APPLY NOW

[CI.WILSONVILLE.OR.US/SISTERCITY](http://CI.WILSONVILLE.OR.US/SISTERCITY)

APPLICATION IS LINKED UNDER SUPPORTING  
DOCUMENTS AT THE BOTTOM OF THE PAGE





## Parks Team

### Events, Repairs, and Irrigation Abound

The Parks team has had a very busy July. Tournament season is in full swing in Memorial Park. This July has also brought forward a large number of irrigation repair needs. The team works quickly to identify and repair irrigation issues to both limit impact and conserve water. The team has also been working closely on projects with community partners this month. Projects include resurfacing the athletic courts in Memorial and replacing the bridge art Arrowhead Creek Park. The team is excited to see the parks so loved during the summer and hopes to see you at this years Party in the Park.



**Irrigation Inspection**



**Bridge Repair**



**Hoop Install**



**Valve Repair**



**Floor Repair**



**Court Resurfacing**





# City of Wilsonville Police

JULY 2023

Wilsonville Residents Enjoyed a  
Safe and Happy  
4th of July!

Parades, BBQs, and fireworks were a part of the celebration.





# City of Wilsonville

## Call Activity

# 8,268

Total Calls

## YEAR 2023

High Priority • 780

Medium Priority • 5,706

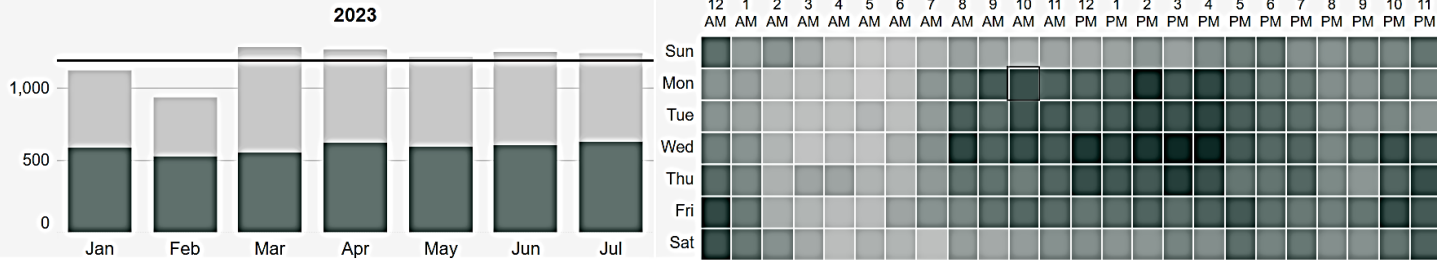
Low Priority • 1,782

Public-Initiated • 4,091

Deputy-Initiated • 4,177

### Call Activity by Month and Year

### Call Activity by Day of Week and Hour of Day



This dashboard is maintained by CCSO's Strategic Analysis Unit  
Data source: Clackamas County Communication's Computer Aided Dispatch (CAD) software  
Updated: 8/2/2023 7:26:17 PM (UTC)

## JULY 2023

**460**  
Alarm

**567**  
Assist

**426**  
Civil

**1,272**  
Crime

**2,247**  
Disorder

**720**  
Follow-Up

**532**  
Other

**2,044**  
Traffic

**Alarm** Alarm 460

**Assist** Assist Public 368  
Assist Fire/Medical 74  
Assist Other Agency 57  
Missing Person 27  
Warrant 27  
Assist Law Enforcement 14

**Civil** Civil 334  
Behavioral Health 92

**Crime** Theft 202  
Harassment/Menacing 196  
Domestic Violence 147  
Trespass 147  
Fraud 110  
Criminal Mischief 98  
Assault/Abuse 91  
Hit & Run 72  
Stolen Vehicle 71  
Burglary 43  
Vice 29  
Sex Offense 25  
Escape/Pursuit 12  
Violation of Restraining Order 11  
Littering 10  
Robbery 7  
Arson 1

**Disorder** Suspicious Activity 1,090  
Welfare Check 336  
Parking Disorder 202  
Premise Check 145  
Subject Contact 114  
Juvenile Disorder 68  
Animal Disorder 65  
Disturbance 56  
Noise Disorder 47  
Unwanted Person 44  
Extra Patrol 34  
Recovered Stolen Vehicle 21  
Shots Fired 13  
Prowler 6  
Fireworks 4  
Ordinance Disorder 2

**Follow-Up** Follow-Up 720

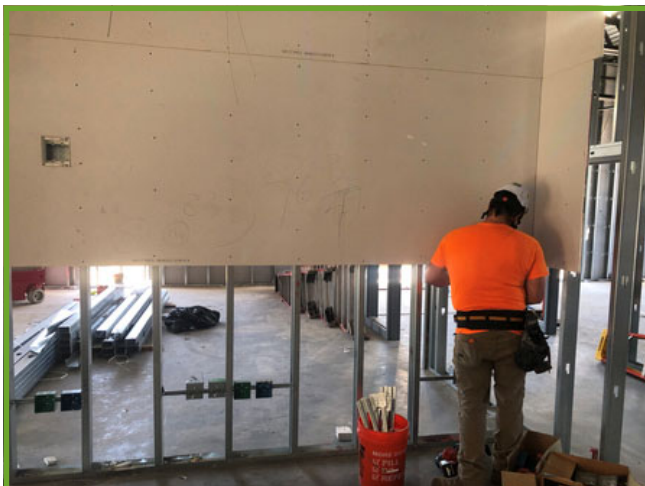
**Other** Other 532

**Traffic** Traffic Stop 1,768  
Traffic Crash 109  
Traffic Disorder 85  
Hazard 62  
DUII 20



## From The Director's Office:

Progress on the Public Works Complex in August included (top left, clockwise) placing blocks around the perimeter of the material storage area, installing parts of the electrical equipment, constructing the metal stud walls in the upper hallway, and starting to place sheet rock on the walls.



Best Regards,

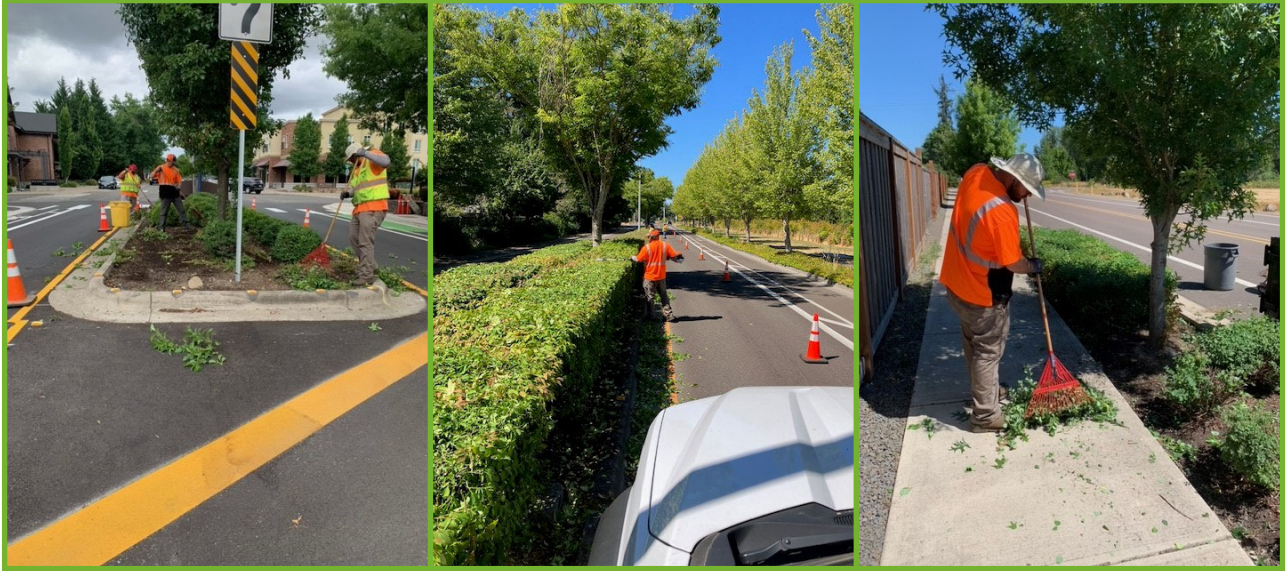
Delora Kerber, Public Works Director



## Roads

### Trimming Medians

The Roads department has been keeping very busy this month trimming the median islands on Boeckman Road, Canyon Creek Road, Elligsen Road, and at the I-5 overpass.



### Sign Repairs

A multi-vehicle accident on Memorial Drive at the entrance to the Wilsonville Library caused damage to a tree and completely destroyed a stop sign. Staff needed to dig a new hole to place the stop sign pole.

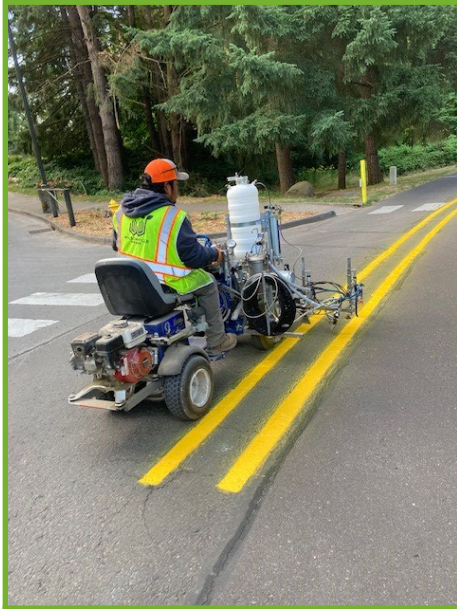




## Roads—cont.

### Road Maintenance

Staff completed striping on Memorial Drive and patched potholes primarily on Day Road and 95th Avenue.



*Striping machine*

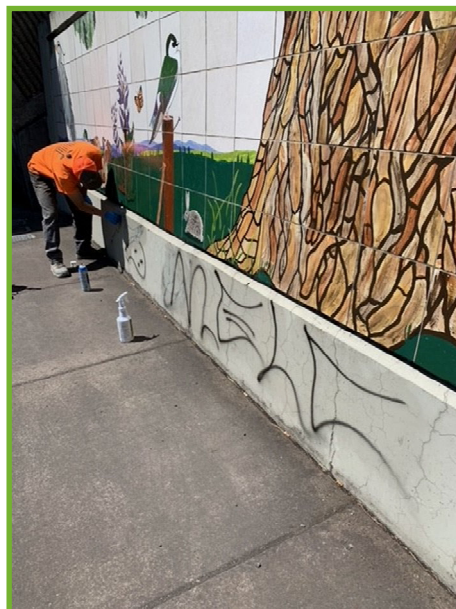


*Patching potholes*

Graffiti was recently discovered at the Beauty and the Bridge pedestrian corridor underneath I-5. Staff had to use multiple methods to clean up the spray paint off of the concrete.



*Pressure washing*



*Applying cleaner*

## Stormwater

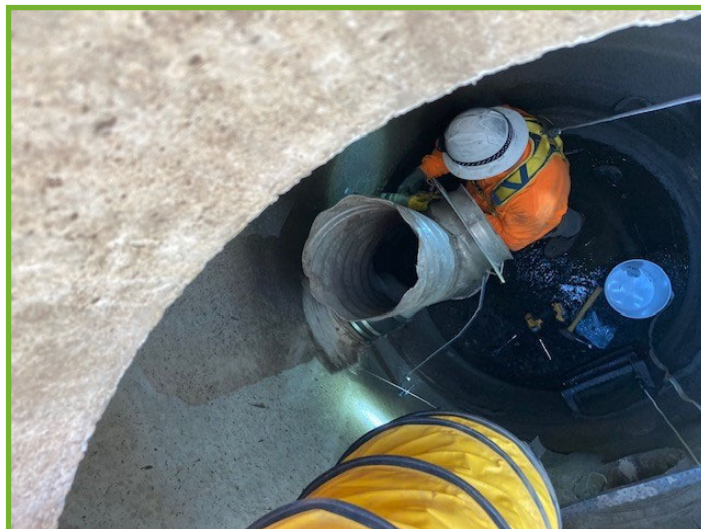
The Stormwater team started out the month with outfall and culvert inspections. The team moved to annual water quality cleaning, which takes approximately two months to complete. We also completed repairs on a water quality manhole on Boones Ferry Road.



*Accessing an outfall*



*Cleaning water quality manhole*



*Repairing a water quality manhole*



## Utilities

### Keeping Things Moving

Out in the field, the Water crew continues to stay on top of responding to utility billing work orders, performing utility locates, replacing meters, and servicing hydrants. Wastewater staff have been cleaning sewer lines and conducting CCTV (closed-circuit television) inspections. They also performed manhole entries this month to conduct repairs and retrieve large pieces of debris from the manhole. Additionally, staff completed potholing for Engineering to confirm utility locations in preparation for capital improvement plan (CIP) projects.



### Welcome, Jared!

We are happy to add a new member to our Utilities team. Jared Shafer is the new Utility Maintenance Specialist. Jared started with the City as a seasonal for Facilities. He will primarily be working on conducting cleaning, inspections, and repairs of the wastewater collections system. He will also be cross trained in the duties of the water crew.



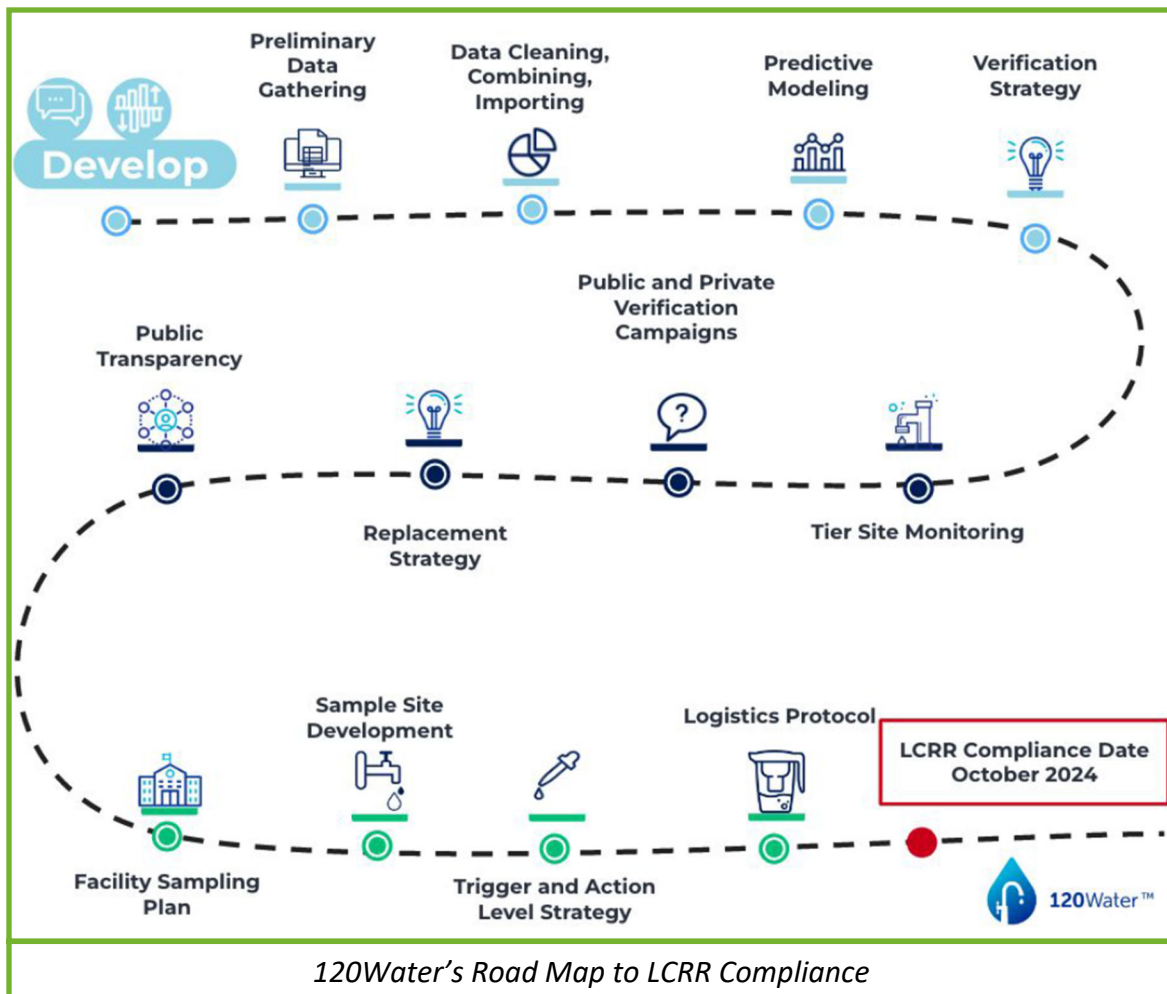
*Glad to have you aboard, Jared!*

## Utilities—cont.

### Water System Inventory

New federal and state rules require that we conduct a survey of all service lines in our water system prior to October 16, 2024. The goal is to identify and prioritize removal of all lead service lines. The submission will include an inventory of all service connections, including both the publicly owned and privately owned portions of the service line. The piping material then has to be identified as: lead, non-lead, galvanized requiring replacement or unknown. Developing a preliminary inventory is a very large effort and the City has hired 120Water to assist in the effort. 120Water is recognized by the Oregon Health Authority (OHA) as a company that specializes in providing technical assistance complying with the Environmental Protection Agency (EPA) Lead and Copper Rule Revisions (LCRR).

This month members of Public Works, Engineering, and IT had a Kick-off meeting with 120Water, which laid out the roadmap and milestones to develop a preliminary inventory and achieving compliance by the October 2024 deadline. We have provided 120Water with initial sets of data as a foundation for the survey. Our next milestone is a “Data Investigation Call”, where a 120Water Program Consultant will examine all the different types of data from the various sources that exist within our utility. They will then create a plan to tackle organizing, cleaning and merging the data.





## Facilities

### A New Look at Wilsonville Library

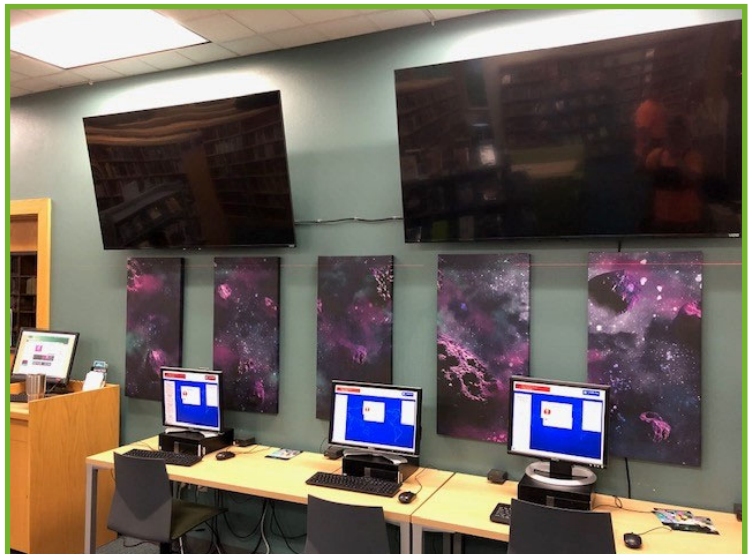
The crew installed new sound dampening boards in the Library Teen Section and the three study rooms, which will reduce the amount of noise inside that travels into the main room.



*Installation in progress*



*New sound boards*



*Mission accomplished!*

## Facilities—cont.

### Town Center Park Water Feature Work

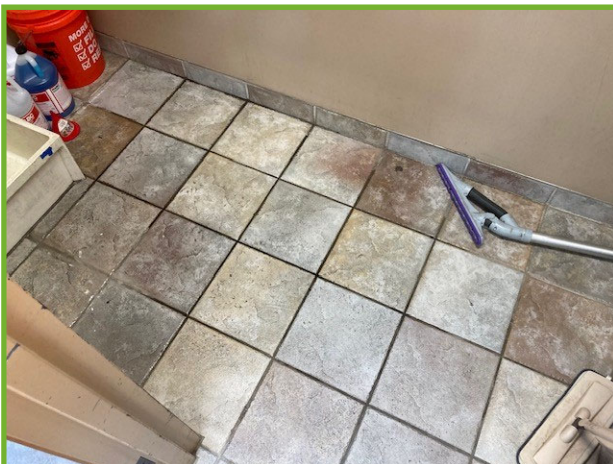
Facilities completed repairs on the Aqua Star filtration control inside the Town Center Park water feature vault.



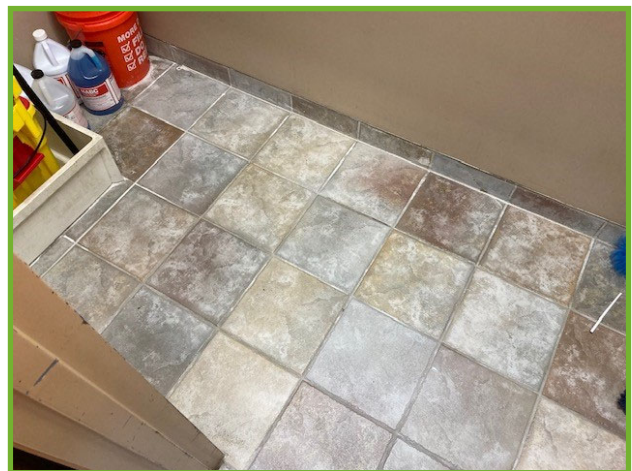
*Konnen completes repairs*

### Putting in the Extra Effort

Janitorial staff have been taking time to clean some overlooked corners of buildings, spaces that are inaccessible to the public. They recently tackled the mop sink and grout in a janitorial closet.



*Before*



*After*



# SMART

SOUTH METRO AREA  REGIONAL TRANSIT

There are times in life when you hear something that shakes you to your very core. I had a recent experience that did just that.

A professional colleague suggested that “reliability in the workplace has become passé, and that finding true reliability, the old fashion kind, is like finding a needle in a haystack.” To say I was floored, is quite the understatement. The need to pushback was overwhelming.

Merriam-Webster defines reliability as “the quality or state of being reliable.” Reliable is defined as “suitable or fit to be relied on: Dependable.”

Having had plenty of time to ponder the concept of reliability, and with my core steadied, I decided to hold fast to that which I have long believed – reliability is not only alive and well, reliability is a necessary component for those who seek to maintain a prosperous and productive work environment.

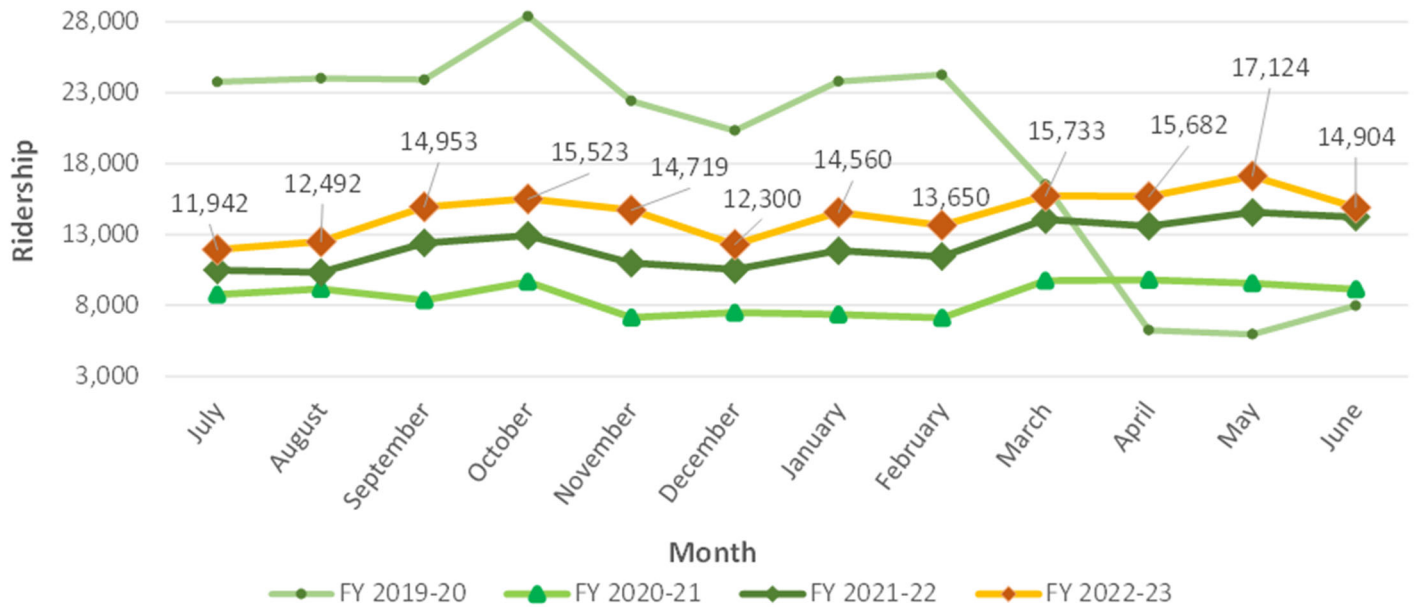
In public transit, an industry to which I have dedicated my entire life, reliability serves as the foundation. I see public transit and reliability as being inextricably bound together. If our customers perceive our service to be unreliable, our mission statement is of no consequence, and I have lived my entire adult life in vain.

**Dwight Brashear**  
Transit Director

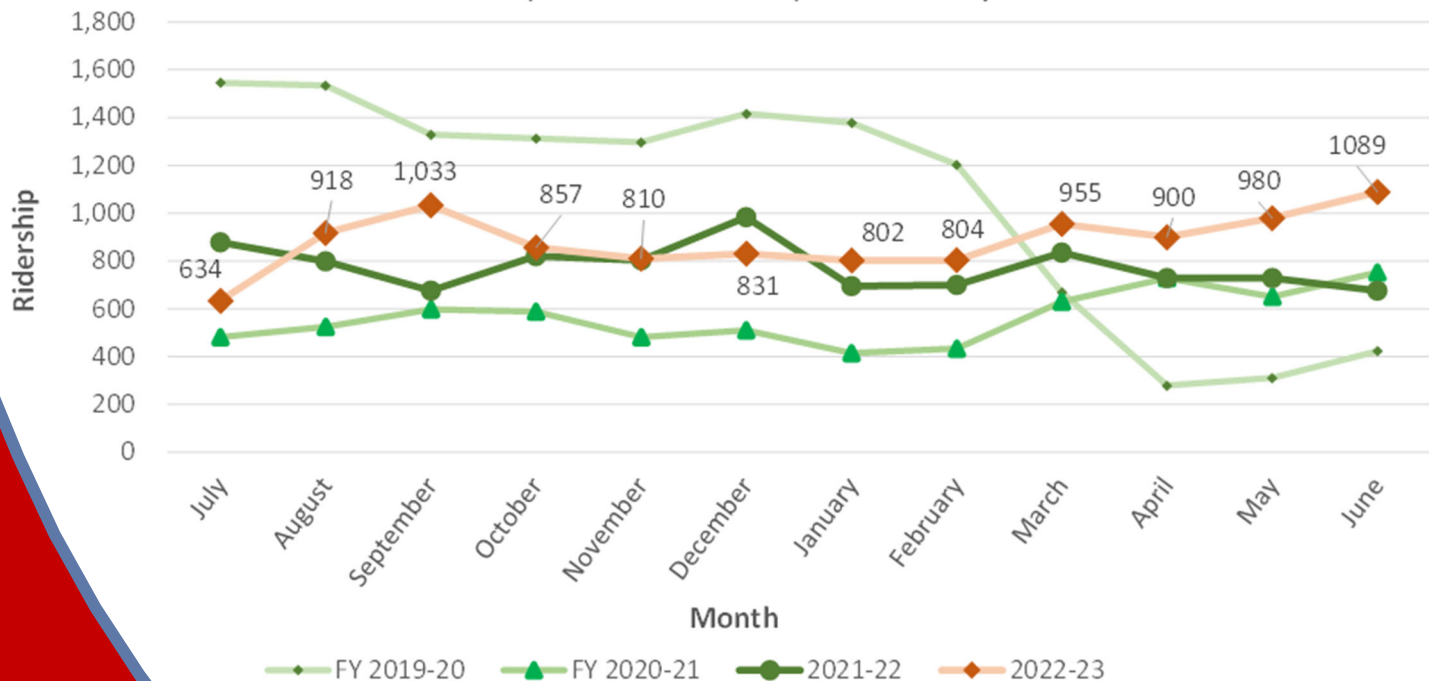


Operations - **Anne MacCracken** Management Analyst

Fixed Route Ridership Trends by Month



Demand Response Ridership Trends by Month





## Operations - **Eric Loomis** Operations Manager

SMART was able to restart the Medical Shuttle in July. The route originally started in spring 2020, however, during the height of the COVID-19 pandemic SMART decided to temporarily suspend the service in hopes to bring it back once the pandemic had subsided. Now that the pandemic is in the rear view mirror, SMART staff has been working to bring back the shuttle. We were successful in securing funding through

the Special Transportation Fund (now available through the Statewide Transportation Improvement Fund). The fare-free shuttle is open to the public and focuses on trips from the Wilsonville Community Center to Legacy Meridian Park Medical Center. It currently operates Monday through Friday from 8:30 am to 4:20 pm.



## Operations - **Scott Simonton** –Fleet Manager

Because SMART operates their 1X-Salem route in partnership with Cherriots, customers traveling between Salem and Wilsonville could find themselves on a SMART bus or a Cherriots bus. Therefore, it is important that customer facing features are as similar as possible between the two agencies.

Cherriots is implementing a new electronic fare feature. SMART buses are not equipped with electronic fare boxes, as most routes are fare

free.

To allow customers to utilize electronic fare payment, regardless of which bus they board, Cherriots provided SMART with a smaller, simpler version of their fare collection equipment at no cost. Our staff installed the new equipment earlier in the month, and drivers are being trained on the operation of the equipment anticipating a launch date early in August.



**Coming August 1, 2023!**

**Umo a reloadable electronic fare payment system for the 1X-Salem**










**Salem -1X**

Full Fare \$1.60 | Reduced \$0.80

30 day Pass: Full Fare \$45.00 | Reduced \$22.50

[cherriots.org/umo](https://cherriots.org/umo)

**Paying with Umo? | ¿Pagar con Umo?**

Umo Mobility App	Cherriots Tap Card
 <p><b>1</b></p> <p><b>TAP: "Scan Code"</b> TAP: "Escanear código"</p>	 <p><b>1</b></p> <p><b>Tap card to reader</b> Toque la tarjeta para el lector</p>
 <p><b>2</b></p> <p><b>Scan phone screen</b> Escanear la pantalla del teléfono</p>	 <p><b>2</b></p> <p><b>Valid screen/tono</b> Pantalla/tono válido</p>
 <p><b>3</b></p> <p><b>Valid screen/tono</b> Pantalla/tono válido</p>	 <p><b>Cherriots.org/umo</b> <b>503-588-2877</b></p>



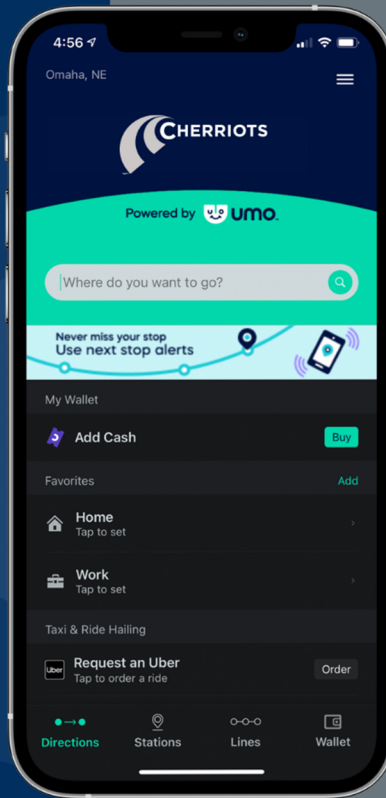
## Transportation Options - Michelle Marston Program Coordinator

# Download the UMO App

We're excited to announce  
the new mobile app for  
Salem 1X passes now have  
electronic fares

Salem -1X  
30 day pass \$45  
single rides \$1.60

Download  
UMO



Marketing materials were  
created for the introduction of  
electronic fares on the 1X-Salem .

New lower fares effective Aug 1:

30 day pass \$45

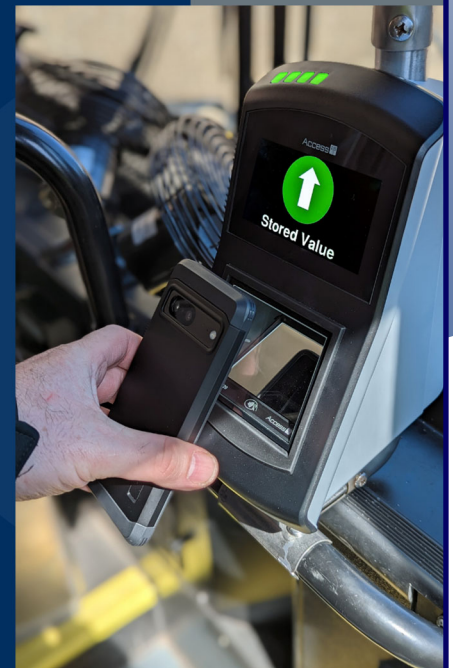
Reduced fare pass \$22.50

Single ride \$1.60/ .80

With UMO, an electronic fare payment  
system coming August 1, 2023, riders  
can put money in their Umo account  
(stored value) and pay a fare with  
each boarding of the 1X-Salem bus.  
Once you have paid total fares  
equal to the cost of a day or  
monthly pass, no more fare is  
required to ride for the duration  
of that day or calendar month.

Scan for  
payment  
aboard  
the  
Salem 1X

CHERRIOTS  
**SMART**  
SOUTH METRO AREA REGIONAL TRANSIT





## Transportation Options - **Patty Tiburcio** Mobility Technician

In July, SMART staff hosted two Community Bike Rides. One at Wilsonville Library and another at Graham Oaks Nature Park.

Join us for our upcoming 30 minute Community Bike Rides:

**August 2 - Hathaway Park, 10 am**

**August 6 - Walt Morey Park, 10 am**

**August 24 - Party in the Park, 6 pm**



SMART staff offered morning Learn-to-Ride Bike Clinic sessions at Lowrie Primary School.

Participants worked through the process of learning to balance on their bikes so that they could then learn how to pedal. We even got an adult riding a bike for the first time!

Learning to ride a bike is an important life skill that provides children with independence, confidence, and physical and mental strength.



# WILSONVILLE CITY COUNCIL GOALS 2023-2025 WORK PLAN



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*AUGUST 2023*

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## Goal: Improve the City's Emergency Preparedness and Public Safety

***Strategy 1.** Develop an Infrastructure resilience plan and reprioritize/fund recommended projects.*

**Project Lead:** Nacrelli/ Barrett/ Pepper

**Project Timeline:**

Q3 2023 – Q2 2025

**Previous Updates:**

N/A

**Quarterly Update: In Progress**

Wastewater Master Plan is tentatively scheduled for September 18 City Council Work Session. The consultant is finishing additional seismic investigation at the treatment plant facilities that will be incorporated into the final Master Plan and Capital projects list.

Public Works Standards Update and Water Master plan have not started.

***Strategy 2.** Expand support for individual emergency preparedness through increased outreach and the exploration of new technologies to engage and connect people in emergencies.*

**Project Lead:** Kerber/ Evans

**Project Timeline:**

Q3 2023

**Previous Updates:**

N/A

**Quarterly Update: In Progress**

Included articles in the Boones Ferry Messenger and posted information on <https://www.ci.wilsonville.or.us/ready> with the following topics:

- April – Home Preparedness
- May – Extreme Heat/Wildfire
- June – Preparing Your Pets

*Started developing plans for a city-wide Emergency Preparedness Fair to be held on Saturday, October 28, 2023 between 10 am and noon at the Boozier-Stein Barn.*

### **Strategy 3. Conduct short term planning for a Police Facility**

**Project Lead:** Kerber, Troha

**Project Timeline:**

*Q1 – 2024*

**Previous Updates:**

*N/A*

**Quarterly Update: In Progress**

*Discussed with DAO Architecture, LLC potential interim modifications to the Public Works/Police Offices (PWPO) to allow for more efficient and secure operations for the Police division once Public Works staff has vacated the building.*

### **Strategy 4. Complete a police department staffing study**

**Project Refinement Notes:**

*N/A*

**Project Lead:** Wurpes/ Troha

**Project Timeline:**

*Q2 - 2024*

**Previous Updates:**

*N/A*

**Quarterly Update: Not Started**

*The future staffing projections will be included in the Community Services Block Master Plan. In discussions with consultant regarding any additional staffing analysis, other than what will be included in the Master Plan, needs to be conducted.*

## Goal: Protect and Preserve Wilsonville’s Environment

*Strategy 5. Develop a climate inventory and gap analysis of city practices and operations*

**Project Lead:** *Rappold*

**Project Timeline:**

*Q3 - 2024*

**Previous Updates:**

*N/A*

**Quarterly Update: Not Started**

*Clackamas County needs to finalize their plan before starting the City's Climate Action Plan. The plan is budgeted for FY 23-24.*

*Strategy 6. Conduct a community education campaign to build awareness of climate friendly practices (See strategy 5.)*



## Goal Attract high- quality Industry and Support Economic Opportunity for all in Wilsonville

***Strategy 7.** Develop a strike fund to pursue development opportunities for high value properties aligned with the City’s economic development goals*

**Project Lead:** Lorenzen

**Project Timeline:**

Q3 - 2024

**Previous Updates:**

N/A

**Quarterly Update: Not Started**

*The most likely source of funding to create a “strike fund” is urban renewal. As such, the urban renewal task force (URTF) is having a discussion around how this fits into the ongoing Town Center urban renewal feasibility study and a potential project list with a particular interest in the Fry’s site. The 2022 urban renewal strategic plan also recommended that property acquisition be added to the project list under the existing Coffee Creek urban renewal plan, but staff has not begun work on any amendment to that plan, as of this date.*

***Strategy 8.** Prioritize and implement recommendations of the Urban Renewal Strategic Plan*

**Project Lead:** Lorenzen

**Project Timeline:**

Q4 -2024

**Previous Update:**

N/A

**Quarterly Update: In Progress**

*Staff has secured consulting services and begun a feasibility study for urban renewal in the Town Center Planning Area.*

## ***Strategy 9: Facilitate Connections between Industry and education partners***

**Project Lead:** Lorenzen

**Project Timeline:**  
Q1 - 2024

**Previous Updates:**  
N/A

### **Quarterly Update: In Progress**

*Staff regularly makes referrals between area employers and education partners (West Linn - Wilsonville School District, Oregon Institute of Technology, and Clackamas Community College). Staff turnover within both businesses and education organizations remains an ongoing challenge to creating lasting relationships and partnerships.*

*Staff is participating on a new initiative called "Next Gen Sector Partnership," which is being led by the Clackamas Workforce Partnership and Worksystems (Washington and Multnomah counties). Next Generation Sector Partnerships are industry-driven. They are partnerships of businesses in a shared labor market region, who work with education, workforce development, economic development and community organizations to address the workforce and other competitiveness needs of industry. Several Wilsonville employers have expressed interest in participation. This initiative is just getting started.*

## ***Strategy 10: Convene a childcare partner consortium to understand the barriers, challenges and opportunities for increasing childcare opportunities in Wilsonville. Consider the City's role and potential actions for supporting the outcomes.***

**Project Lead:** Lorenzen

**Project Timeline:**  
Q2 - 2024

**Previous Updates:**  
N/A

### **Quarterly Update: In Progress**

*Staff has compiled a list of area childcare providers and made contact with most. There appears to be considerable interest in this consortium concept. We anticipate an inaugural meeting before the end*

*of Q3 2023. Once convened, the members of the group will dictate meeting frequency and discussion topics/agenda items. Staff will report out to Council, if/when actionable ideas have been identified.*

## Goal: Increase Housing Opportunities for all and Reach Functional Zero Homelessness

### Strategy 11. Prioritize and implement the equitable housing strategic plan

**Project Lead:** Rybold

**Project Timeline:**  
2023-2025

**Previous Updates:**  
N/A

**Quarterly Update: In Progress**

*The City continues work on Equitable Housing Strategic Plan Action 1A, working with the selected developer, Palindrome, to finalize land use application materials for the proposed 121-unit mixed use affordable housing project at the Wilsonville Transit Center. Work also began on the Housing Our Future project; a two-year analysis of Wilsonville's housing capacity and need followed by development of strategies to meet these needs. In the last few months, the project team completed Phase 1 of the project including the Buildable Lands Inventory, outreach plan, and preliminary Housing Needs and Capacity Analysis. The project team also developed a Community Engagement Plan, which details anticipated public involvement in the development and review of housing strategies.*

### Strategy 12. Train City Staff and work with partners to better serve the houseless population through the creation of an internal task force

**Project Lead:** Troha

**Project Timeline:**  
2023 - 2025

**Previous Updates:**  
N/A

**Quarterly Update: In Progress**

*City staff met with County personnel in June 2023 to continue to dialogue coordination between City and County regarding County services provided to unhoused individuals. County provided Coordinated Housing Access (CHA) certification training to Leigh Crosby of Wilsonville Community Sharing (WCS) on June 20, 2023. City staff created business cards and other informational material for the public,*

unhoused individuals, and employees ahead of the July 1, 2023 effective date of the new camping regulations. The Human Resources department is taking the lead in hiring a consultant to provide training to staff on approaches and skills necessary when interacting with unhoused individuals. Expected training to occur in early September 2023.

### ***Strategy 13. Adopt ordinances to bring the city into compliance with state and circuit court rules***

**Project Refinement Notes:**

N/A

**Project Lead:** Guile- Hinman

**Project Timeline:**

Q3 - 2023

**Previous Updates:**

N/A

**Quarterly Update: COMPLETE**

*Project completed on May 15, 2023, with new regulations effective July 1, 2023.*

## Goal: Expand Wilsonville’s Park and Facilities to Align with Community Growth and Needs

***Strategy 14. Review and prioritize park and facility projects and recommend a funding plan and timeline***

**Project Lead:** *Cosgrove*

**Project Timeline:**

*Q3 - 2024*

**Previous Update:**

*N/A*

**Quarterly Update: Not Started**

*This project has not started.*

***Strategy 15. Complete the Community Service Block Master Plan***

**Project Refinement Notes:**

*N/A*

**Project Lead:** *Kerber*

**Project Timeline:**

*Q2 -2024*

**Previous Updates:**

*N/A*

**Quarterly Update: In Progress**

*Participants for this project includes police, parks and recreation, city administration, planning, transit, information systems, and public works.*

- *February - solicited proposals for architectural, engineering and related services for the Community Service Block Master Plan (CSB MP) project*
- *March/April - received proposals from seven architectural firms, short-listed and interviewed three firms and selected one firm – FFA Architecture and Interiors, Inc. to provide services for this project.*
- *May – Council approved contract with FFA*
- *June – held project kick-off meeting followed by an existing facilities assessment*

***Strategy 16. Review and update park project prioritization through the Parks and Recreation Board***

**Project Lead:** Ammerman

**Project Timeline:**

*Q1 - 2024*

**Previous Updates:**

*N/A*

**Quarterly Update: Not Started**

*This project has not started.*



## Goal: Enhance Communications and Engagement to Build a More Connected Community

***Strategy 17.** Increase capacity to support communications and engagement through tools including marketing, social media, bilingual outreach, youth outreach/ partnerships, and others*

**Project Lead:** Evans

**Project Timeline:**

Q3 – 2024

**Previous Updates:**

N/A

**Quarterly Update: In Progress**

*With City Manager's Office, developed a job description for a coordinator-level position that would take on responsibility to increase social engagement, improve communications with Spanish-speakers, and develop multi-media content. The position was funded in the FY 2023-24 budget and the City is accepting applications for the position until August 6.*

***Strategy 18.** Connect the community (residents and businesses) with emergency response resources and educational materials to improve individuals' response planning.*

**Project Lead:** Evans

**Project Timeline:**

Q3 – 2024

**Previous Updates:**

N/ A

**Quarterly Update: In Progress**

- *With Public Work (PW) s, scheduled the second annual Emergency Preparedness Fair for Sat., Oct. 28.*
- *Continued monthly distribution of "Wilsonville Ready" content via the Boones Ferry Messenger.*

- *Planning underway (with PW and consultants) for content and promotion of Preparedness Fair.*